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### NINETEENTH MEETING OF EXECUTIVE COUNCIL DATED 08.01.2009

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**TENTATIVE AGENDA FOR NINETEENTH MEETING OF  
EXECUTIVE COUNCIL DATED 08.01.2009**

1. Approval of minutes of eighteenth meeting of the Executive Council dated 02.10.2008.
2. Discussion and decision regarding resignation of Faculty members.
3. Discussion and decision regarding pay scales to Assistant Lecturers/ Research Associates at HINLU.
4. Approval of minutes of Academic Council meeting dated 26.12.2008
5. Approval and implementation of Sixth Pay Commission.
6. Discussion and decision regarding furnishing of University buildings.
7. Discussion and decision regarding payment of R.A. Bill No.16 (Revised) of NCCL.
8. Discussion and decision regarding construction work.
9. Discussion regarding continuance/discontinuance of Shri S.C. Deshpande.
10. Any other matter with the permission of the chair.

**TENTATIVE NOTES ON AGENDA FOR NINETEENTH MEETING  
OF EXECUTIVE COUNCIL DATED 08.01.2009**

1. **Approval of minutes of eighteenth meeting of the Executive Council dated 02.10.2008.**

**Notes:**

Minutes of eighteenth meeting of Executive Council dated 02.10.2008 are placed for perusal and approval. (Annexure No.I Page Nos. 6-8)

2. **Discussion and decision regarding resignation of Faculty members.**

**Notes:**

The University has received resignation from the following three faculty members:

1. Shri V.S. Chowbe, Assistant Professor
2. Ms. Poonam Singh, Lecturer
3. Ms. Anuradha Nayak, Assistant Lecturer

They got better assignments & pay packages in other institutions hence resigned from HNLU. (Annexure No.II Page Nos. 9-12)

As per service contract they are required to give three months notice or to pay salary in lieu thereof. They have requested for the waiver of notice period.

The matter is placed for kind perusal and decision and also to think how to retain teachers in HNLU.

3. **Discussion and decision regarding pay scales to Assistant Lecturers/ Research Associates at HNLU.**

**Notes:**

The Executive Council in its meeting dated 02.10.2008 decided that details regarding payment to Assistant Lecturers/Research Associates may be obtained from all other National Law Universities. The National Law Universities were contacted to provide the required details. Only the National Law University Jodhpur and Hidayatullah National Law University are having the posts of Assistant Lecturers. HNLU is paying Rs.12000/- p.m. consolidated to its Assistant Lecturers while in order to attract faculty members NLU Jodhpur is providing pay scale of 6500-200-10500 with allowances/facilities to Assistant Lecturers (Annexure No.III Page No. 13). In NUJS Calcutta post of Asst. Lecturer is not available. Candidates without Ph.D. or NET are appointed as Lecturer in UGC scale of Rs.8000-13500, putting a clause, "Your appointment is provisional and subject to passing the UGC NET or its equivalent or M.Phil./Ph.D. within a period of one year and you are to provide a copy of the same." (Annexure No.IV Page No. 14)

The matter is placed for discussion and decision.

4. **Approval of minutes of Academic Council meeting dated 26.12.2008**

**Notes:**

Minutes of the Academic Council meeting dated 26.12.2008 are placed for perusal and approval. (Annexure No. V Page Nos.15-27)

5. **Approval and implementation of Sixth Pay Commission.**

**Notes:**

Government of India, Ministry of Finance, Department of Expenditure, New Delhi has issued notification dated 29th August 2008 for implementation of Sixth Pay Commission w.e.f. 01.01.2006. State Government of Chhattisgarh has also issued notification for implementation of Sixth Pay Commission w.e.f. 01.01.2006. The Union Cabinet has also accepted the recommendations of the Chadha Committee for implementation of Sixth Pay Commission to Universities and Colleges recognized u/s. 2(f) of UGC Act, 1956. Hidayatullah National Law University is recognized u/s. 2(f) of the UGC Act, 1956 hence the recommendations of Sixth Pay Commission are also applicable to HNLU. The matter is placed before the Executive Council for approval and implementation of recommendations of Sixth Pay Commission.

In implementing the recommendations of Sixth Pay Commission, arrears Rs.40.24 Lacs is to be paid to the employees in two instalments i.e. 40% arrears (Rs.16.10 Lacs) during the F.Y. 2008-09 and 60% arrears (Rs.24.14 Lacs) in the F.Y. 2009-10. Tentatively Rs.102.73 Lacs will be required as recurring expenditure per annum towards pay and allowances for the existing staff strength. (Annexure No.VI Page Nos.28-29).

It is therefore proposed that fixation of revised pay and disbursement of arrears may be completed with the help of Local Fund Audit of Government of Chhattisgarh or C.A. of the University.

6. **Discussion and decision regarding furnishing of University buildings.**

**Notes:**

The University had published a notice invited expression of interest alongwith proposals for furnishing of University Campus. We have received tentative proposals from few reputed companies like Godrej for furnishing buildings on turn key basis.

It is proposed that a Committee consisting of the Vice-Chancellor, the Secretary Law Department and Secretary Higher Education, may be constituted for finalization of different offers received from different companies and orders may be placed accordingly for supply of furniture.

7. **Discussion and decision regarding payment of R.A. Bill No.16 (Revised) of NCCL.**

**Notes:**

As per the decision of the Building Committee meeting dated 10.10.2008 the R.A. Bill No.16 (Revised) of NCCL has been processed by P.W.D., Raipur. However P.W.D. have demanded technical & financial sanction

of the Building Project vide their letter No.8233 dated 31.10.2008. We have requested Principal Secretary, P.W.D. for providing technical approval to the Building Project. Vide letter No.8683 dated 19.11.2008, P.W.D. has informed that in absence of detailed estimation it is not possible to give technical sanction to the building project. (Annexure No. VII Page Nos. 30-32)

Matter is placed before Hon'ble Executive Council to consider all relevant facts and to decide whether we should pay this bill in absence of technical and financial sanction of the building project OR should we pay and then exercise for technical and financial sanction OR E.C. may consider to give financial sanction to this project and permission for payment of 16th R.A. Bill of NCCL.

Hon'ble E.C. may also decide whether we should apply penalty provisions or not as was done by Shri S.C. Deshpande while approving previous bills.

**8. Discussion and decision regarding construction work.**

**Notes:**

Attention of Executive Council has been drawn towards slow progress of construction again and again. The Executive Council has granted NCCL extension of time initially in May-June 2006 and then again for a period of 14 months from 06.11.2006 to 05.01.2008. Shri S.C. Deshpande has further granted extension upto 31.07.2008 without approval of E.C./V.C. and approved bills for payment without applying penalty clauses for the reasons best known to him. (Annexure No. VIII, Page Nos. 33-40)

It is also pertinent to mention that NCCL has carried out construction of our buildings without engaging Architect resulting into defective construction and we were compelled to reject the construction of classrooms but it was not taken up by NCCL nor by Mr. Deshpande. (Annexure No. IX, Page Nos. 41-45)

In spite of repeated requests and persuasion there is no change in the passive attitude of NCCL. Shri D.K. Pradhan S.E. P.W.D. vide his letter No.8980/HNLU/G/2008 dated 10.12.2008 had given notice to NCCL for completion of certain works within a period of 15 days but they failed to do so. He has further issued notice vide his letter No.34/W/HNLU dated 02.01.2009 to submit show cause for such failure. (Annexure No. X, Page Nos. 46-48). On perusal of contract agreement it is found that under clause 13 of the contract agreement, HNLU is having option of closing the work contract as and when required:

**Quote**

**"CLAUSE 13**

If at any time after the commencement of the work the Vice-Chancellor/ Registrar, Hidayatullah National Law University, shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the

fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated."

*Unquote*

It is therefore proposed that Hon'ble Executive Council may decide to continue or discontinue this construction company so that appropriate action may be taken to safeguard the interest of HNLU.

9. Discussion regarding continuance/discontinuance of Shri S.C. Deshpande:

Shri Arshad Hidayatullah, Hon'ble Member of our Executive Council had introduced Shri Deshpande as his family friend to help HNLU as University Engineer-in-Charge. The Executive Council has asked Shri Arshad Hidayatullah and the Vice-Chancellor HNLU to finalize the terms and conditions of services and his scope of work which could not be finalized hence no formal letter of appointment was issued to him.

Please refer Clause 2(d), page No.35 of the Contract Agreement which states that "The 'Engineer-in-Charge' means the Agency appointed by Vice Chancellor shall supervise and be in charge of the work and who shall sign the contract on behalf of the HNLU". No formal appointment of Engineer-in-Charge has been made as per the above clause of contract agreement.

The decisions taken by the Executive Council regarding Engineer-in-Charge are enclosed as **Annexure XI Page No.49.**

Shri Deshpande has never performed the duties of Engineer in Charge as given in the contract agreement (**Annexure No. XII, Page Nos.50-52**). He has not only extended time limit of the construction work and approved bills without applying penalty clause (**Annexure No. VIII, Page Nos. 33-40**) but also issued a number of letters which may hamper interests of IINLU.

It is therefore proposed that the Hon'ble Executive Council may decide the issue of appointment, continuance, terms and conditions of services, scope of work of University Engineer-in-Charge and whether we may appoint or continue Mr. Deshpande particularly when the building committee has taken a decision as under:

*"The Building Committee was of the unanimous opinion that the University Engineer-in-charge should be a person available on construction site for day to day control and supervision of the construction work as per the norms given in the building contract. Shri S.C. Deshpande expressed his inability to provide such services, as*

*required under the contract agreement. The Building Committee decided that a team comprising of one Executive Engineer, one Assistant Engineer and one Sub-Engineer shall be provided on deputation by P.W.D. to HNLU for getting the construction work completed at an earliest. The Executive Engineer deputed by P.W.D. shall work as University Engineer-in-Charge.*

*Till the technical team from P.W.D. is deputed, Shri D.K. Pradhan, Superintending Engineer, P.W.D. shall work as University Engineer-in-Charge. Shri Anil Rai, Special Secretary, P.W.D. who attended the meeting on behalf of Secretary P.W.D., agreed to depute the technical team as above."*

Justice S.K. Tiwari, the then member of the Executive Council had also suggested one name for appointment as University Engineer-in-Charge but that was also not considered because of the exorbitant charges asked by the gentleman.

**10. Any other matter with the permission of the Chair.**

**MINUTES OF THE EIGHTEENTH MEETING OF EXECUTIVE COUNCIL DATED**  
**02.10.2008**

The eighteenth meeting of the Executive Council of Hidayatullah National Law University was held on 02.10.2008 at 8.30 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 S.N.P. Sinha, Chairman, Bar Council of India
6. Shri Ravindra Shrivastava, Senior Advocate, Supreme Court of India
7. Shri Prashant Mishra, Advocate General, Chhattisgarh
8. Shri Arshad Hidayatullah, Advocate, High Court of Mumbai
9. Shri Vivek Ranjan Tiwari, Chairman, State Bar Council, Chhattisgarh
10. Shri Vijayendra, Secretary, Finance Department, Government of Chhattisgarh
11. Prof. I.P. Massey, Faculty Member, HNLU
12. Prof. Hanumant Yadav, Faculty Member, HNLU

The agenda items were taken up as under:

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

**Decision:**

Minutes of the sixteenth meeting dated 21.06.2008 of the Executive Council was perused and approved by the Executive Council.

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

**Decision:**

The minutes of Selection Committee meetings dated were perused by the Executive Council. The Executive Council approved the recommendations of the Selection Committees for appointment of

- (a) Ms. Sheela Rai as Associate Professor
- (b) Ms. Kiran Midhore as Lecturer
- (c) Mrs. P. Lakshmi as Lecturer
- (d) Ms. Ruchi Srivastava as Assistant Librarian
- (e) Mr. Deepak Khare as Lower Ministerial Staff/Assistant Grade-III
- (f) Mrs. Anita Pawar as Lower Ministerial Staff/Assistant Grade-III
- (g) Mr. Manish Kumar as Lower Ministerial Staff/Assistant Grade-III
- (h) Mr. Goukaran Sinha as Office Assistant-cum-Field Assistant
- (i) Mr. Navratan Singh as Office Assistant-cum-Library Attendant
- (j) Mr. Mohd. Kamal as Office Assistant-cum-Peon
- (k) Mr. Antaryami Routiya as Office Assistant-cum-Peon
- (l) Mr. Gajendra Sahu as Office Assistant-cum-Driver
- (m) Mr. Gopi Kumar Verma as Office Assistant-cum-Driver

Recommendation for the post of Assistant Lecturer was rejected by the Executive Council. The Executive Council was of the view that persons having LL.B. & LL.M. should only be appointed on teaching posts.

VICE CHANCELLOR

Hidayatullah National University of Law  
Chhattisgarh



The Executive Council did not approve the recommendation for the post of Assistant Registrar. The Executive Council was of the view that persons to be considered for the post of Registrar and Assistant Registrar should atleast have a Master's degree in Law so that their services may be utilized for teaching also.

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

**Decision:**

The Executive Council approved grant of advance increments to faculty members for M.Phil. & Ph.D. as per UGC norms.

4. **Perusal of audit reports for audit carried out by Local Fund Audit for the financial years 2004-05, 2005-06, 2006-07, 2007-08.**

**Decision:**

The Executive Council decided that the audit reports should first be placed before the Finance Committee. After this, the audit reports should be placed before the Executive Council alongwith comments of the Finance Committee.

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

**Decision:**

The Executive Council included Shri Ravindra Shrivastava also in the committee constituted by it for review/amendment and finalization of Staff Regulations.

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

**Decision:**

The Executive Council decided that Convocation Ceremony should be organized only once in a year. Therefore the second annual convocation may be held in the month of June or July 2009 for batch II and batch III for B.A. LL.B. (Hons.) Degree Programme.

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

**Decision:**

The Executive Council decided that there is no need of waiver of the tender condition because parties are having required qualification. The matter may also be placed before Building Committee before award of work to any contractor.

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


**Decision:**

The Executive Council decided that the matter may be placed before the Building Committee:

- (a) To negotiate with University Engineer-in-Charge regarding his terms and conditions of appointment, scope of his work, performance and accountability.
- (b) To discuss and finalize payment of bills of University Engineer-in-Charge.
- (c) To request the State Government for making budget provision for payment to Engineer-in-Charge.

Recommendations of the Building Committee may be placed before the Executive Council.

7

  
VICE CHANCELLOR  
Hidayatullah National University of Law  
Chhatrapur

9. Any other matter with the permission of the Chair.

(a) Request of faculty members (Assistant Lecturers) in consolidated pay to place them in pay scales.

**Decision:**

The Executive Council decided that details regarding payment to Assistant Lecturers/Research Associates may be obtained from all other National Law Universities. After that, the matter may be placed before the Executive Council alongwith budget provision, financial implications and recommendations of Finance Committee.

(b) R.A. Bill No.016 (Revised) of M/s. NCCL, Raipur

**Decision:**

The Executive Council decided that the matter may first be placed before the Building Committee and then before the Executive Council.

  
VICE CHANCELLOR

Hidayatullah National University of Law  
Chhattisgarh

HO  
P.C. post up  
17/12

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**Vijaykumar Shrikrushna Chowbe**

Date : 17.12.2008

To,

Hon'ble Vice Chancellor,  
Hidayatullah National Law University,  
Civil Lines, Raipur [C.G.]

Re : Notice from the post of 'Assistant Professor'

Respected Sir,

I had joined this University as an Assistant Professor on 22.09.2006 by keeping lien on the post of Lecturer in Department of P.G. Studies in Law, Dr. Babasaheb Ambedkar Marathwada University, Aurangabad. While on the lien, I had applied for the post of "Reader" in Sant Gadge Baba Amravati University, Amravati, to my pleasure the selection committee has considered my candidature favourably, and I have been offered the post of "READER" in Post-Graduate Teaching Department of Law, Sant Gadge Baba Amravati University, Amravati. I have shown my willingness and tender my 'acceptance' for the said post to the University concern.

In the light of above, I hereby tender a notice for lien from my present post in this university with a request you to allow me to join the post of "Reader" in Sant Gadge Baba Amravati University, Amravati keeping my lien on the present post, and in absence of acceptance of line against said post, consider this application as 'resignation'. I also request you to kindly waive notice period in the light of natural justice, as joining time for any higher grade post stand crucial.

At the time of relieving kindly provide me following -

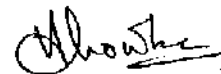
- i. Relieving letter
- ii. Last Pay Salary Certificate [taking into consideration my due increments]
- iii. Experience letter
- iv. Financial disbursement for the financial year 2008-09 including IT deducted at source
- v. My service particulars in this University with 'Salary Book'

I have already cleared my library account, and there is no any financial dues, whatsoever, against my name.

I wish every success for this University, teaching & non-teaching staffs and better development for learner of this University.

Thanking you.

Yours faithfully,



**Vijaykumar Shrikrushna Chowbe**

Assistant Professor,

Hidayatullah National Law University, Raipur [C.G.]

Place : Raipur

Encl :

- i. "OFFICE-ORDER" cum Appointment letter from Sant Gadge Baba Amravati University, Amravati.
- ii. Acceptance letter for the post of "Reader"

C.C. to :

- i. P.A to Hon'ble Vice Chancellor, Sant Gadge Baba Amravati University, Amravati for information
- ii. Registrar, Sant Gadge Baba Amravati University, Amravati for information
- iii. Registrar, Dr. Babasaheb Ambedkar Marathwada University, Aurangabad

To

Dt.18.12.2008

The Vice-Chancellor  
Hidayatullah National Law University  
Raipur (C.G.)

Sub.: Resignation from the post of Lecturer at HNLU.

Dear Sir,

This is with reference to the NOC issued by HNLU at the time of my interview for U.P. Judicial Services (Civil Judge) Exam 2006 and my letter dated 06.12.2008 wherein I intimated regarding my final selection in the said exam.

As required under the Memorandum of Agreement I am resigning from the post of Lecturer and the notice period may be taken into consideration w.e.f. 06.12.2008 as given by me and my letter.

Thanking You

Yours truly,

*Poonam Singh*  
(Poonam Singh)  
Lecturer, HNLU  
18th Dec '08

8/10/08  
A.P. Raipur  
✓

Anuradha Nayak,  
Hidaytullah National Law University,  
Raipur,  
C.G.  
Email: [anulawschool@yahoo.com](mailto:anulawschool@yahoo.com)  
Cell no: 09926946764  
24th November, 2008

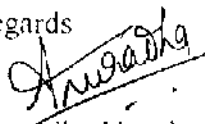
The Registrar/ Vice-chancellor  
Hidaytullah National Law University,  
Raipur,  
C.G.

Subject: Resignation as Assistant Lecturer in Law

Dear Sir,

I tend my resignation as Assistant Lecturer in Law with effect from today i.e. 24<sup>th</sup> November, 2008.

Regards

  
Anuradha Nayak

**NATIONAL LAW UNIVERSITY, JODHPUR**

N.L.U.-65, NAGOUR ROAD, MANDORE, JODHPUR (RAJASTHAN)

PHONE 0291-2577530, 2577526 FAX 0291-2577540

E-Mail: nlu-jod@raj.nic.in

Web Site: <http://www.nlujodhpur.ac.in>

No.: - NLU/JODH/2006/

Date: 29.7.08**PAY SLIP**Month of June 2008Name: Sh. Atul Kumar Pandey.....Designation: Assistant Lecturer.....Basic Pay Rs. 8300/-.....D.P. Rs. 4150/-.....D.A. Rs. 5852/-.....HRA Rs. 1868/-.....CCA Rs. 120/-.....UPF Rs. 1040/-.....

Other Rs. ....

TOTAL Rs. 21330-00.....

(Less):-

Deduction Rs. 2580-00.....Net Salary Rs. 18750/-.....
29/7

 Registrar  
 National Law University  
 JODHPUR



## The WB National University of Juridical Sciences

'Dr. Ambedkar Bhavan' 12, LB Block, Sector-III, Salt Lake City, Kolkata 700 098

● Phone : 2335 0534/7379/0765 ● Fax : 2335 7422/0511

● E-mail : nujs@cal3.vsnl.net.in ● Gram : JURVARSITY

NUJS/APPOINTMENTS/ECOT

June 25<sup>th</sup> 2007

Ms. Sujata Roy  
WBNUJS, Ambedkar Bhavan 12 L B Block Sec-III  
Salt Lake City, Kolkata-700098

Dear Ms. Roy,

### Appointment as lecturer in Law in the WB National University of Juridical Sciences-Offer regarding

With reference to your application for a faculty position in the WB National University of Juridical Sciences, I am glad to inform you that on the recommendation of the Selection Committee, the University has decided to appoint you as Lecturer in Law in the University subject to the following terms and conditions:

1. The appointment is on a contract for a period of five years with effect from the date of your joining; subject to the approval of the Executive Council of the University. You shall be on probation for a period of one year from the date of your joining which may be extended for a further period of one year at the discretion of the University.
2. The contract at the end of the five year period may be renewed and continued for another term of five years or for as further period till superannuation as per the decision of the Executive Council of the University. The age of superannuation in the University for teaching staff is 65 years at present which may be reduced or refixed by the University if circumstances so demand.
3. The post to which you are being appointed carries the pay scale of Rs. 8000-275-13500. The University allows Dearness Allowance, House Rent Allowance and City Compensatory Allowance at Central Government rates though it is subject to the sanction of the Executive Council from time to time. The rate, period and mode of payment of these allowances are subject to University rules which can be modified by the University if circumstances so demand.
4. You will be required to submit a detailed medical report on the condition of your health indicating your medical history and any health problem you may have which requires attention, at the time of your joining.
5. Your appointment is provisional and subject to passing the UGC NET or its equivalent or M.Phil/ Ph.D. within a period of one year and you are to provide a copy of the same.

During your tenure in this University, you will be governed by the Rules and Regulations of the University. In case this offer of appointment is acceptable to you on the above terms and conditions, you are required to join by 10<sup>th</sup> July 2007. You are required to sign an Agreement in duplicate on the date of joining this University.

If you fail to join on or before that date, it will be presumed that you are not interested in the offer and it will be cancelled without further intimation to you.

  
(C. Bandyopadhyay)  
REGISTRAR



**MINUTES OF THE NINTH MEETING OF ACADEMIC COUNCIL OF HIDAYATULLAH  
NATIONAL LAW UNIVERSITY, RAIPUR DATED 26.12.2008**

The ninth meeting of the Academic Council of Hidayatullah National Law University took place on 26.12.2008 at 11.00 a.m. at the Conference Hall of the University wherein the following members were present:

1. Prof. (Dr.) M.K. Srivastava, Vice-Chancellor, HNLU
2. Prof. Matadin Madholia, Former Dean, Delhi University, Delhi
3. Shri Faisal Rizvi, Advocate and Chairman Executive Committee, BCI
4. Smt. Fouzia Mirza, Advocate, High Court of Chhattisgarh, Bilaspur
5. Shri A.K. Samant Ray, Addl. Secretary, Law Department, Govt. of C.G.
6. Dr. Ajay Kumar, Faculty Member, HNLU
7. Mr. S. Shanthakumar, Faculty Member, HNLU
8. Mr. Uday Shankar, Faculty Member, HNLU
9. Mr. V.S. Chowbe, Faculty Member, HNLU
10. Mr. Anand Pawar, Faculty Member, HNLU
11. Mr. Vijay Kumar Singh, Faculty Member, HNLU

The agenda items were taken up as under:

1. **Recommendations of names/passouts of B.A. LL.B. (Honours) Batch II for award of degrees.**

**Decision:**

The Academic Council has made recommendations of names/passouts of B.A. LL.B. (Honours) Batch II for award of degrees at the time of Second Annual Convocation as per list enclosed.

2. **Recommendations of names/passouts of B.A. LL.B. (Honours) Batch II for award of provisional degrees.**

**Decision:**

The Academic Council has made recommendations of names/passouts of B.A. LL.B. (Honours) Batch II for award of provisional degrees as per list enclosed.

3. **Recommendation of one name/passout of B.A. LL.B. (Honours) Batch I for award of degree and provisional degree.**

**Decision:**

The Academic Council has made recommendations of a student/passout of Batch I, B.A. LL.B. (Honours) for award of B.A. LL.B. (Honours) Degree and provisional Degree alongwith the students of Batch II.

4. **Recommendations of names for Gold Medals for Batch II B.A. LL.B. (Honours):**

- i. **University Gold Medal - For First Rank Holder**
- ii. **Chancellor's Medal - For Overall Best Performance**

**Decision:**

The Academic Council has made recommendations for award of both University Gold Medal and Chancellor's Medal to Mr. Debanshu Mukherjee.

5. **Discussion and decision on amendment to B.A. LL.B. (Honours) and LL.M. Ordinances.**

**Decision:**

The Academic Council approved the amendments incorporated in the B.A. LL.B. (Honours) and LL.M. Ordinances.

6. Any other matter with the permission of the Chair.

(a) The Academic Council recommended that the students of Bilaspur Centre who have passed B.A. (Law) and have been given Marksheets may also be given Degrees and provisional degrees by the University.

(b) The Academic Council recommended that the State Government may be requested to come out with a scheme for providing stipend to the fresh law graduates who opt for practising in various courts in the State. For the purpose an open examination may be conducted for selecting fresh law graduates for the purpose of stipend. This will provide help and encouragement to the students to opt for practising.

(c) Last year Shri Faisal Rizvi had donated funds for the purpose of creating a corpus for Gold Medal. As per his suggestions, the Academic Council recommends that a Gold Medal in the name of Syed Afzal Ahmed Rizvi may be given for Criminal Law and Advocacy, from this year onwards. For the purpose of this Gold Medal the following two merit criteria should be taken into consideration:

i. A list of first 10 students may be prepared who cumulatively secure highest marks in the papers of Cr.P.C., I.P.C. and Evidence.

ii. Their performance in Moot Court Competitions

A committee of five faculty members may be constituted by the Vice-Chancellor and recommendations of this Committee shall be final for award of this gold medal.

(d) Shri Faisal Rizvi proposed in the discussion of the Academic Council meeting that he will approach Shri Navin Jindal and other interested persons/firms/companies for giving endowment for establishing Chairs at HNLU. The Academic Council thanked Shri Faisal Rizvi for his proposal.

The meeting concluded with vote of thanks.

  
REGISTRAR  
HIDAYATULLAH NATIONAL  
LAW UNIVERSITY, RAIPUR

**List of Eligible Students for Award of B.A.L.L.B. (Hons.) Degree**  
**Batch-II (Passed out in Nov. 2008)**

S.No.	ID No.	Student Name	CGPA	Rank	S.No.	ID No.	Student Name	CGPA	Rank
1	B1079	Debanshu Mukherjee	8.84	1	22	A1040	Kishore Narayan	5.90	21
2	B1106	Tulika Sinha	8.18	2	23	B1086	Kundan Singh	5.75	22
3	B1105	Sudhanshu Roy	8.14	3	24	B1101	Shivender Tyagi	5.60	23
4	B1091	Rachit Jain	7.78	4	25	B1075	Anubha Singh	5.56	24
5	B1098	Shagun Mehta	7.65	5	26	B1080	Farah Minhaj	5.46	25
6	B1099	Shashank U.Bijapur	7.60	6	27	B1096	Sandeep Agrawal	5.46	25
7	B1081	Gaurav Jain	7.34	7	28	B1074	Anshul Bansal	5.30	26
8	B1108	Vinayak Mishra	7.29	8	29	B1107	Varsha Sharma	5.17	27
9	B1084	Kinat Sisodia	6.80	9	30	B1072	Anirudha Choudhury	4.82	28
10	B1082	Iti Jain	6.76	10	31	B1083	Jasaswini Mishra	4.74	29
11	B1093	Ritu Tiwari	6.62	11	32	B1103	Siddharth Rathod	4.72	30
12	B1092	Rajveer Shekhawat	6.59	12	33	A1022	Chetna Thakur	4.54	31
13	B1073	Anirudh Dadhich	6.43	13	34	B1076	Anumeh Shrivastava	4.44	32
14	B1090	Parre Basava Rao	6.31	14	35	B1100	Sherin K. Dancil	4.41	33
15	B1088	Nikhil Agrawal	6.25	15	36	B1087	Mahita Thota	4.27	34
16	B1077	Anurag Kalavatiya	6.16	16	37	B1102	Shreyas Thakur	4.25	35
17	B1094	Saif Khan	5.98	17	38	A1048	Naresh Kumar Azad	4.19	36
18	B1097	Saumya Choudhary	5.98	17	39	B1095	Syed Sami Ali	4.16	37
19	B1085	Kriti Shekhawat	5.97	18	40	A1069	Tarasila Xaxa	4.13	38
20	B1078	Anushree Dube	5.96	19	41	A1036	Kanwal Singh Baghel	4.12	39
21	B1089	Niyati Sah	5.91	20					

**Batch - I (Passed out in Nov. 2008)**

S.No.	ID No.	Student Name	CGPA	Rank
1	A 1052	Niladree Chatterjee	4	42

*PS*  
26/12/08

*[Signature]*

**ORDINANCE NO.1**  
**UNDERGRADUATE PROGRAMME**  
**B.A. LL.B. (HONOURS)**

This Ordinance is made regarding admission to and award of the degree of B.A.LL.B. (Honours) of the Hidayatullah National Law University, Raipur, under section 16 of the Hidayatullah National University of Law Act, 2003.

- |  |  |
|--|--|
| <b>1. TITLE OF THE PROGRAMME:</b><br><b>2. DURATION OF THE PROGRAMME:</b><br><b>3. NATURE OF THE PROGRAMME:</b><br><b>4. ADMISSION PROCEDURE</b> | <b>B.A. LL.B. (HONS.)</b><br><b>FIVE YEARS</b><br><b>RESIDENTIAL</b> |
|--|--|

Admission to the B.A. LL.B. (Honours) program shall be by merit assessed through Common "Law" Admission Test/Common Entrance Test jointly conducted by National Law Universities/ National Law Schools of the country. However the University shall admit candidates to 80 seats on All India Merit basis against all India quota and 80 seats of state quota shall be filled up as per merit of the candidates belonging to State of Chhattisgarh. The candidates of State of Chhattisgarh shall submit all the documents relating to the requirement of domicile and other necessary documents as per the notification of admission committee. Reservation norms shall be followed.

**5. ELIGIBILITY FOR ADMISSION**

A candidate for admission to the Degree Course shall have:

- a) not completed 20 years of age as on 1st July of the year of admission, provided in the case of candidates belonging to SC/ST, the maximum age limit shall be 22 years as on 1st July of the year of admission.
- b) passed the Higher Secondary School Examination (10+2) system or an equivalent examination thereto securing in the aggregate not less than 50% of the total marks in the core subjects and English language put together; and
- c) obtained at least 50% marks in N.E.T. of the total marks.

"This criterion is subject to decisions taken by CLAT from time to time."

**6. INTAKE AND RESERVATIONS**

The intake capacity for the Degree Programme shall ordinarily be 160 (One Hundred and Sixty) with the following reservations. However, it shall be at the discretion of the Vice Chancellor to proportionately increase/decrease the total number of seats:

<p>a) Other states General candidates: 62</p> <p>b) Other states Reserved candidates: 18</p> <p>e) Chhattisgarh State General candidates: 46</p> <p>d) Chhattisgarh State Reserved candidates: 34</p>	<table style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="width: 30%;">Category</th> <th colspan="3">All India Seats</th> </tr> <tr> <th></th> <th>Open</th> <th>Female</th> <th>Total</th> </tr> <tr> <td>SC</td> <td>8</td> <td>3</td> <td>11</td> </tr> <tr> <td>ST</td> <td>3</td> <td>2</td> <td>5</td> </tr> <tr> <td>Persons with Disabilities</td> <td>1</td> <td>1</td> <td>2</td> </tr> <tr> <td>Unreserved</td> <td>42</td> <td>10</td> <td>52</td> </tr> <tr> <td><b>Total</b></td> <td><b>54</b></td> <td><b>16</b></td> <td><b>70</b></td> </tr> </table> <p style="text-align: center;"><i>(As followed by other National Law Universities)</i></p> <table style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="width: 30%;">Category</th> <th colspan="3">Chhattisgarh</th> </tr> <tr> <th></th> <th>Open</th> <th>Female</th> <th>Total</th> </tr> <tr> <td>SC</td> <td>8</td> <td>3</td> <td>11</td> </tr> <tr> <td>ST</td> <td>9</td> <td>4</td> <td>13</td> </tr> <tr> <td>OBC</td> <td>7</td> <td>3</td> <td>10</td> </tr> <tr> <td>Persons with Disabilities &amp; Freedom Fighters</td> <td>1</td> <td>1</td> <td>2</td> </tr> <tr> <td>Unreserved</td> <td>24</td> <td>10</td> <td>34</td> </tr> <tr> <td><b>Total</b></td> <td><b>51</b></td> <td><b>19</b></td> <td><b>70</b></td> </tr> </table> <p style="text-align: center;"><i>(Reservation on Chhattisgarh State seats is</i></p>	Category	All India Seats				Open	Female	Total	SC	8	3	11	ST	3	2	5	Persons with Disabilities	1	1	2	Unreserved	42	10	52	<b>Total</b>	<b>54</b>	<b>16</b>	<b>70</b>	Category	Chhattisgarh				Open	Female	Total	SC	8	3	11	ST	9	4	13	OBC	7	3	10	Persons with Disabilities & Freedom Fighters	1	1	2	Unreserved	24	10	34	<b>Total</b>	<b>51</b>	<b>19</b>	<b>70</b>
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(4) 18

<i>followed as per State Government rules)</i>	
Category	Seats
NRI/NRI Sponsored	11
Foreign	4

## **7. UNDERGRADUATE COUNCIL:**

~~There shall be an Under Graduate Council (UGC) constituted by the Vice Chancellor for each year with the Chairperson and not less than five teachers of the University by rotation. The function of UGC shall include: Every teacher will submit to the UGC at the beginning of each Semester, the outline of the course he/she is teaching, a detailed teaching plan, and the plan being adopted for evaluation of student performance. The course outline, the teaching plan as well as the evaluation scheme will be made available to the students at the beginning of the Semester itself. The Vice Chancellor shall decide upon the functions and powers of the Undergraduate Council.~~

## **8. 7. INTEGRATED LAW COURSE DESIGN**

### **I. DURATION OF THE COURSE AND SEMESTER SYSTEM**

- 1.1 The duration of the course shall be five academic years
- 1.2 Each academic year is divided into two semesters. Each semester is having a minimum of ninety (90) working days.
- 1.3 The academic semesters shall be announced in advance each year and shall ordinarily be between July-November and December-April with winter break and summer vacations.

### **II. SCHEME OF STUDY OF THE COURSE**

Each semester shall carry five courses and the distribution of the Courses for Ten Semesters is as follows:

#### **FIRST SEMESTER**

- |     |                                  |           |
|-----|----------------------------------|-----------|
| 1.1 | Legal Methods                    | 6 Credits |
| 1.2 | English                          | 6         |
| 1.3 | Principles of Economics          | 6         |
| 1.4 | Sociology                        | 6         |
| 1.5 | Legal and Constitutional History | 6         |

#### **SECOND SEMESTER**

- |     |  |           |
|-----|--|-----------|
| 2.1 | Political Science - I                      | 6 Credits |
| 2.2 | Applied Economics                          | 6         |
| 2.3 | Sociology of Law                           | 6         |
| 2.4 | Law of Torts and Consumer Protection       | 8         |
| 2.5 | Family Law I (Law of Marriage and Divorce) | 8         |
| 2.6 | Language and Communication Skills          | 2         |

#### **THIRD SEMESTER**

- |     |                                   |           |
|-----|-----------------------------------|-----------|
| 3.1 | Political Science II              | 6 Credits |
| 3.2 | Law of Contract I                 | 8         |
| 3.3 | Public International Law          | 8         |
| 3.4 | Constitutional Governance - I     | 8         |
| 3.5 | Family Law II (Law of Succession) | 8         |

#### **FOURTH SEMESTER**

- |     |                                    |           |
|-----|------------------------------------|-----------|
| 4.1 | Jurisprudence I (Legal Theory)     | 8 Credits |
| 4.2 | Law of Contract II                 | 8         |
| 4.3 | Labour Law I                       | 8         |
| 4.4 | Constitutional Governance - II     | 8         |
| 4.5 | Criminal Law I (Indian Penal Code) | 8         |

### FIFTH SEMESTER

5.1	Jurisprudence II (Concepts and Interpretation)	8 Credits
5.2	Administrative Law	8
5.3	Labour Law II	8
5.4	Law of Evidence	8
5.5	Corporate Law - I	8

### SIXTH SEMESTER

6.1	Criminal Law II (Cr.P.C.)	8 Credits
6.2	Environmental Law	8
6.3	Banking Law	8
6.4	IPR	8
6.5	Corporate Law - II	8

### SEVENTH SEMESTER

7.1	Honours-I (Paper I)	10 Credits
7.2	Honours-II (Paper I)	10
7.3	Transfer of Property	8
7.4	Civil Procedure Code	8
7.5	Optional I	9

### EIGHTH SEMESTER

8.1	Honours-I (Paper II)	10 Credits
8.2	Honours-II (Paper II)	10
8.3	Optional II	9
8.4	ADR	8
8.5	Drafting, Pleading, and Conveyancing (CLE-I)	7

### NINTH SEMESTER

9.1	Honours-I (Paper III)	10 Credits
9.2	Honours-II (Paper III)	10
9.3	Optional III	9
9.4	Land Laws	8
9.5	Seminar Course	9

### TENTH SEMESTER

10.1	Human Rights, Law Poverty and Development	8 Credits
10.2	Professional Ethics (CLE - II)	7
10.3	Optional IV	9
10.4	Private International Law	8
10.5	Seminar Course II	9

### LIST OF OPTIONAL COURSES \*:

Law of Mines and Industries  
Law and Tribes  
Women and Law  
WTO Studies  
Good Governance  
Media and Law  
Medicine and Law  
Cyber Law  
Law of Insurance  
Law of Insolvency  
Criminology  
International Space Law  
Law of Infrastructure  
International Criminal Law  
Maritime Law

Energy Law  
Maritime Law  
Competition Law  
Biotechnology and Law

**LIST OF HONOURS COURSES \* :**

Constitutional Governance  
Corporate Legal System  
Trade and Investment Law  
Intellectual Property Rights  
Environmental Law

*\* The lists are not exhaustive and subject to revision from time to time.*

**Total number of semesters: 10**

**II. Total number of courses: 40x5 = 50 courses**

Unless otherwise instructed by the Faculty all courses other than Honours courses in the first three years are taught courses having a self-learning and small research project/paper writing and presentation component in it. In a taught course one credit shall mean one class hour and ½ to 1 hour self learning per week in normal condition. As such a 6 credit course means 6 ½ to 7 hours work per week. ~~Optional and compulsory law courses "8 Credit Course" are first grade mixed courses requiring 1 hour class with 1 hour self study. As such, each such course with 6 credits would require 6 class hours and 6 class hours of self study, i.e., 12 hours of work per week. Honours course is a mixed course of research and teaching. Teaching in honours course is not expected to be more than 25% to 33% of the entire teaching learning system. In Honours course one credit shall mean one class hour and 2 to 3 research hours per week in normal condition. Therefore 10 credit honours course may mean 3 class hours and 7 research hours or as instructed by the faculty per week. Each semester programme is for 15-18 weeks programme.~~

**III. Core Courses: 8 each with 6 credit points:**

- (1) Sociology and Research Methodology
- (2) Sociology of Law
- (3) Economics I (General Principles)
- (4) Economics & Law
- (5) Constitutional & Legal History
- (6) English I & English II
- (7) Political Science I & II
- (8) Common Law Methods: Precedent and Interpretation

**IV. Substantive Law Courses (Compulsory): 28 each with 8 credit points.**

- (1) Torts & Consumer Protection
- (2) Family Law I
- (3) Family Law II
- (4) Contract I
- (5) Contract II
- (6) Public International Law
- (7) Constitutional Law I
- (8) Constitutional Law II
- (9) Property Law
- (10) Administrative Law
- (11) Jurisprudence I

- (12) Jurisprudence-II
- (13) Criminal Law-I
- (14) Criminal Law-II
- (15) Labour Law-I
- (16) Labour Law-II
- (17) Environmental Law
- (18) Evidence
- (19) Banking Law
- (20) IPR
- (21) Corporate Law-I (Company Law)
- (22) Corporate Law-II
- (23) CPC & Limitation
- (24) Land Laws
- (25) Private International Law
- (26) Law, Poverty & Development
- (27) Human Rights
- (28) ADR

**V. Practical (Clinical) Law Course (Compulsory):** -2 each with 8 credit point

- (1) CLB-I (Drafting, Pleading & Conveyancing)
- (2) CLB-II (Professional Ethics & Legal Aid, Paralegal Services & Pre-trial preparation.)

**VI. Optional Courses:** \* 4 Courses with 9 credit points each:

- (1) Competitive Law
- (2) Law of Mines & Industries
- (3) Law and Tribals
- (4) Law and Agriculture
- (5) Air & Space Law
- (6) Law & Forest
- (7) Child and Law
- (8) WTO Studies
- (9) Maritime Law
- (10) Welfare and Governance
- (11) Media and law
- (12) Medicine and Law
- (13) Taxation
- (14) Cyber Law
- (15) Law of Insurance
- (16) Criminology

**VII. Seminar Courses:** 2 course with 9 credit point each

\* The list is not exhaustive and subject to revision from time to time in consultation with the Undergraduate Council.

**VIII. Honours Courses:** 6 courses each with 10 credit points:

- (1) Constitutional Governance
- (2) Corporate Legal System
- (3) Trade and Investment
- (4) Administration of Criminal Justice
- (5) Environmental Law
- (6) IPR



**9. 8. Revision of Courses:** The faculty may periodically revise the courses of study with the approval of the Vice-Chancellor.

#### CGPA

Course Of Study	Number of Courses	Credit Points	Total Credit Points	Maximum Cumulative Grade Point in Ten Point Scale
Core Courses	8	6	48	480
Substantive Law Courses (Compulsory)	28	8	224	2240
Practical (Clinical) Law Courses (Compulsory)	2	7	14	140
Optional Courses	4	9	36	360
Seminar Courses	2	9	18	180
Honours Courses	6	10	60	600
<b>Total</b>	<b>50</b>	<b>-</b>	<b>400</b>	<b>4000</b>

The Vice-Chancellor in consultation with UGC may change the scheme of subject in a Semester.

#### 10. 9. EXAMINATION SYSTEM

The examination system is based on three principles, namely, (1) Measurement of the cognitive information level; (2) Assessment of application of information to a given situation and (3) Evaluation of value perceptions and proactive learning participation. The grades will be shown in the certificate pertaining to each Semester, and also along with the final result; additional attempts for improvement are permitted as per Examination Rules. The Vice Chancellor shall have the power to reformulate the promotion rule.

The first level of examination is taken as a continuous process, with two or three tests during the semester as an ongoing evaluation, which may cover one-third of the examination. The ability is to be assessed through problem based tests during the semester as an ongoing process. The proactive learning ability is to be examined through written project assignments and analytical skill, which generally comprise one-fourth of the tests. The faculty, of course, can revise the basis and methodology of examination from time to time. Examination is an ongoing process integrating the teaching and learning system; the examination system is designed to be transparent. The student may sit for repeat tests, only for the purpose of improving the Grade, in whole or in part, of the course as indicated above in the scheme of examination. Repeat tests for improvement are to be taken alongwith the students of the previous Semester, whenever that particular subject comes up for final examination. If the candidate fails to improve in the repeat test, he/she shall not be permitted to attend repeat tests any further. (In case some improvement is shown, he may be permitted to sit in the second repeat in any subject).

The final result of a student shall be based on cumulative grade points in a ten-point scale as classified below:

Score	Grade		Grade Point
Above 80%	Outstanding	O	10
Above 75% to 80%	High Distinction	D+	9
Above 70% to 75%	Distinction	D	8
Above 65% to 70%	High First Class	A+	7
Above 60% to 65%	First Class	A	6
Above 55% to 60%	High Second Class	B+	5

Above 50% to 55%	Second Class	B	4
Above 45% to 50%	High Average	C+	3
Above 40% to 45%	Average	C	2
Above 30% to 40%	Poor	E+	1
Below 30%	Very Poor	E	0

#### **11. 10. RULES OF PROMOTION:**

1. No automatic promotion to the students.
2. The students are required to obtain 4 CGPA to pass their semester examination.
3. The students will be promoted to second year even if they have not secured the minimum CGPA in the 1st year but they will not be promoted to fifth semester unless they have secured minimum 4 GPA in every subject of first and second semesters as well as cumulatively.
4. The students will be admitted to the ninth Semester only if they secure 4 CGPA GP in their subjects of first, second, third, fourth, fifth and sixth semesters as well as cumulatively.
5. If the students fail to secure 4 CGPA even after appearing two times (one initially & second improvement), they will be treated as year back students.

**12. 11. GOLD MEDAL:** There shall be a University Gold medal to be awarded to First Rank Holder in B.A. LL.B. (Hons.) on the basis of CGPA taking the programme as a whole.

**Eligibility Criteria for Gold Medal:** Eligibility Criteria for any Gold Medal to be awarded is as follows:

- (a) The student must have completed all courses under the Programme in one chance i.e. without any repeat or improvement in any course.
- (b) There is no proved charge of misconduct on the ground of violation of rules or breach of code of conduct.

#### **13. 12. ATTENDANCE**

The five-year Course being fully residential, attendance is compulsory; and the student should have minimum 85% attendance for appearing in the end term examination. However, if the student fails to have 85% attendance but more than 75% attendance, he/she can appear in the end term, but the same will be treated as repeat examination. For further details, such as permissible absence on medical grounds, attendance Regulation may be referred.

#### **14. 13. AWARD OF THE DEGREE**

A candidate shall be eligible for the award of B.A. LL.B. (Hons.) degree only when he/she has successfully completed all the prescribed courses, by securing at least the minimum B grade in all courses and a minimum grade point average of 4 out of 10.

A candidate admitted to B.A. LL.B. (Hons.) degree programme shall have to complete all the prescribed requirements within a maximum period of seven years from the date of enrollment to be eligible for the award of the degree.

If the candidate is not successful to complete all the prescribed requirements within the stipulated period of five years, he/she will have to pay the examination fees for re-appear examination unless he qualifies for the award of degree.

**15. 14. EMERGENCY POWERS:** Notwithstanding anything contained in the Ordinance, the Vice Chancellor is empowered to revise/update the ordinance as and when required in accordance with course/syllabus and other conditions from time to time.

18 21

**ORDINANCE NO.2**  
**POSTGRADUATE PROGRAMME**  
**LL.M.**

This Ordinance is made regarding admission to and award of LL.M. degree of the Hidayatullah National Law University, Raipur, under section 16 of the Hidayatullah National University of Law Act, 2003.

- 1. TITLE OF THE PROGRAMME:** **LL.M.**  
**2. DURATION OF THE PROGRAMME:** **TWO YEARS**  
**3. NATURE OF THE PROGRAMME:** **RESIDENTIAL**

**4. ADMISSION PROCEDURE**

Admission to LL.M. Programme is made strictly on the basis of merit as assessed through an Admission Test conducted for the purpose by the Admission Committee, appointed by the Vice Chancellor. Candidates for LL.M. Course shall be selected by the Admission Committee, based on a combined assessment of:

- a) the performance at the admission test conducted by HNU/ Common Admission Test; and  
b) performance at the interview to determine the aptitude for higher studies and research

~~Candidates appearing for the qualifying examination in the year of admission shall also be permitted to take the Admission Test, but their admission to the course shall be subject to fulfilling the conditions stipulated in the Regulations at the time of admission and production of documentary evidence of their eligibility by such date as may be decided by the Vice-Chancellor~~

**5. INTAKE AND RESERVATION** : **30 "45" students per year**

The intake capacity for the Degree Programme shall ordinarily be 45 (Forty Five) with the following reservations. However, it shall be at the discretion of the Vice Chancellor to proportionately increase/decrease the total number of seats:

Category	Open	Female	Total
SC	5	2	7
ST	2	1	3
Physically Handicapped	1	-	1
Unreserved	24	10	34
Total	32	13	45

**6. ELIGIBILITY**

To be eligible for appearing in the Common Law Admission Test (CLAT) to the two year LL.M. Degree Course, a candidate should have passed the LL.B. / B.L. Degree or an equivalent degree from a recognized University with not less than 55% marks in aggregate (50% in case of SC / ST / OBC / Persons with Disability).

Candidates awaiting results of the qualifying examination can appear for the test on condition that they produce proof of having passed the qualifying examination with the prescribed marks at the time of counseling.

A candidate for admission to LL.M. Course should have passed LL.B./B.A. LL.B. (Hons.) Degree or its equivalent from a recognized University and should have secured at least 55% 50% of marks in aggregate of the maximum marks prescribed.

## **7. POSTGRADUATE COUNCIL:**

There shall be a Post Graduate Council (PGC) constituted by the Vice Chancellor for each year with the Chairperson and not less than five teachers of the University. Every teacher will submit to the UGC at the beginning of each Semester, the outline of the course he/she is teaching and a detailed teaching plan. The course outline and the teaching plan will be made available to the students at the beginning of the Semester itself. The Vice-Chancellor shall decide upon the functions and powers of Postgraduate Council.

## **8. COURSE DESIGN**

The LL.M. course is a two-year programme consisting of four Semesters. All the candidates have to undergo the prescribed compulsory courses. The University may periodically revise the courses of study. The LL.M. course is designed to inculcate research skill and analytical ability in a student. The course shall be focused on self-learning and teaching alongwith innovative teaching methodology.

## **9. COURSES OF STUDY**

### **Semester-I**

1.	Core Course: Law and Social Transformation in India	100
2.	Core Course: Indian Constitutional Law: The New Challenges	100
3.	Optional Course: Paper-I	<u>100</u>
		<u>300</u>

### **Semester-II**

1.	Core Course: Judicial Process	100
2.	Optional Course: Paper-II	100
3.	Optional Course: Paper-III	100
4.	Optional Course: Paper-IV	<u>100</u>
		<u>400</u>

### **Semester-III**

1.	Core Course: Legal Education and Research Methodology	100
2.	Optional Course: Paper-V	100
3.	Optional Course: Paper-VI	100
4.	Practical Training	<u>50</u>
		<u>350</u>

### **Semester-IV**

1.	Law Teaching	50
2.	Dissertation	150
3.	Viva-voce	<u>50</u>
		<u>250</u>

**TOTAL MARKS FOR FOUR SEMESTERS:**

1300

### **Optional Courses \***

1. International Trade & Investment Law
2. Intellectual Property Rights Law
3. Corporate Law
4. Environmental Law
5. International Law and Organization
6. Labour, Capital and Law
7. Constitution and Legal Order
8. Human Rights Law
9. Administrative Law

\* The optional courses will be offered subject to the availability of faculty members. The University reserves the right to increase/decrease the number of optional courses.

#### 10. FEE STRUCTURE FOR LL.M.:

Admission Fees	Rs.5000/-
Tuition Fees	Rs.24000/- annual
Library Fees	Rs.5000/- annual
Halls of Residence Charges	Rs.12000/- annual
Internet Charges	Rs.5000/- annual
Campus Development Charge	Rs.1000/- annual
Student Welfare Fund	Rs.2000/- annual
Transportation Charges	Rs.4000/- annual
Examination Fee for thesis evaluation	Rs.10000/-
Caution Money/Refundable deposit	Rs.10000/-

#### 11. EVALUATION/EXAMINATION:

The Examination papers and the dissertation would be evaluated by an internal (course teacher) as well as an external examiner. However, if the difference between the internal and external examiners is more than 15%, then it would be sent to a third examiner, who shall be an external examiner, and whose evaluation shall be final. The total marks for the entire course would be 1300.

However, the marks obtained by the candidates in these courses would be indicated through a seven point scale with their Grades and Values indicated as given below:

i)	70% and above	O [Outstanding]	7
ii)	65% to less than 70%	A+	6
iii)	60% to less than 65%	A	5
iv)	55% to less than 60%	B+	4
v)	50% to less than 55%	B	3
vi)	Below 50%	F	0

Students shall have to secure B grade in five papers in order to be eligible for promotion to the next year. The students who fail to secure B grade shall be declared Ex-student and will continue the courses of first year as non-residential student.

Those who secure at least B grade in every course shall be declared successful. Those who secure F shall be deemed to have failed. Such failed candidates may take the same course again and complete all the requirements as indicated above in the corresponding semesters. However the candidates failing in the dissertation may resubmit the dissertation on such date as may be fixed by the Post-Graduate Council.

#### 12. ATTENDANCE

No candidate shall be permitted to take the examination in any of the courses if he/she has not attended at least 75% of the classes in every course.

#### 13. AWARD OF THE DEGREE

A candidate shall be eligible for the award of the LL.M. degree only when he/she has completed all the prescribed courses, including the dissertation, by securing at least the minimum B grade in all courses and a minimum grade point average of 3.00 out of 7.00 within a maximum period of five years from the date of enrollment. But after passing of first two years, he/she will have to pay examination fee for additional semesters of his/her continuation in this programme.

14. **EMERGENCY POWERS:** Notwithstanding anything contained in the Ordinance, the Vice Chancellor is empowered to revise/update the ordinance as and when required in accordance with course/syllabus and other conditions from time to time.

## LIST OF EMPLOYEES - FOR ARREARS CALCULATIONS

S.No.	Name	Amount
1	Ms. Kiran Midhore	15545.67
2	Mrs. P. Lakshmi	18099.72
3	Mr. S.R. Subramanian	52355.33
4	Mr. Vijay Kumar Singh	59200.96
5	Ms. Poonam Singh	61328.78
6	Ms. Sarah Sharma	59626.75
7	Mr. Vivek Dubey	55283.63
8	Ms. Ritu Sharma	62344.69
9	Mr. Divya Tyagi	136142.93
10	Mr. Anand Pawar	156808.54
11	Mr. Uday Shankar	169556.71
12	Mr. V.S. Chowbe	189979.20
13	Ms. Sheela Rai	8402.35
14	Dr. Ajay Kumar	170809.20
15	Mr. S. Shanthakumar	233827.67
16	Prof. (Dr.) M.K. Srivastava	1296645.00
17	Ms. Ruchi Srivastava	12879.16
18	Mrs. Sanjana Dharmraj	141059.35
19	Mr. Deep Kumar Saxena	156686.84
20	Mr. Dinesh Kumar Lalwani	101030.45
21	Mr. Anil Kumar Singh	116498.82
22	Mr. Kailash Sarode	116498.68
23	Mr. Satish Pawar	84662.68
24	Mr. Dhiraj Rangari	82185.69
25	Ms. Apolina Lakra	81907.12
26	Mr. Sudhir Kujur	82000.09
27	Mr. Shyam Krishna Shrivastava	81628.05
28	Ms. Neena Rao	52052.74
29	Mr. R.R. Sahu	52052.74
30	Mr. R. Ganesan	45243.98
31	Mr. Manish Kumar	12234.53
32	Mrs. Anita Pawar	11736.83
33	Mr. Gajendra Sahu	10234.91
34	Mr. Gopi Verma	10234.91
35	Mr. Goukaran Sinha	9862.82
36	Mr. Navratan Singh	9862.82
37	Modh. Kamal Khan	7608.60
	Total	4024118.94

**AMOUNT REQUIRED PER YEAR**

S.No.	Name	One Month	Twelve Month
1	Ms. Kiran Midhore	24538.80	294465.60
2	Mrs. P. Lakshmi	24538.80	294465.60
3	Mr. S.R. Subramanian	24538.80	294465.60
4	Mr. Vijay Kumar Singh	24538.80	294465.60
5	Ms. Poonam Singh	24538.80	294465.60
6	Ms. Sarah Sharma	24538.80	294465.60
7	Mr. Vivek Dubey	24538.80	294465.60
8	Ms. Ritu Sharma	24538.80	294465.60
9	Mr. Divya Tyagi	30492.00	365904.00
10	Mr. Anand Pawar	30492.00	365904.00
11	Mr. Uday Shankar	32355.40	388264.80
12	Mr. V.S. Chowbe	30492.00	365904.00
13	Ms. Sheela Rai	33867.51	406410.12
14	Dr. Ajay Kumar	36203.20	434438.40
15	Mr. S. Shanthakumar	38417.50	461010.00
16	Prof. (Dr.) M.K. Srivastava	92800.00	1113600.00
17	Ms. Ruchi Srivastava	26394.80	316737.60
18	Mrs. Sanjana Dharmraj	24460.90	293530.80
19	Mr. Pradeep Kumar Saxena	24460.90	293530.80
20	Mr. Dinesh Kumar Lalwani	24460.90	293530.80
21	Mr. Anil Kumar Singh	18388.30	220659.60
22	Mr. Kailash Sarode	18388.30	220659.60
23	Mr. Satish Pawar	17263.00	207156.00
24	Mr. Dhiraj Rangari	14338.40	172060.80
25	Ms. Apolina Lakra	14338.40	172060.80
26	Mr. Sudhir Kujur	14338.40	172060.80
27	Mr. Shyam Krishna Shrivastava	14338.40	172060.80
28	Ms. Neena Rao	14338.40	172060.80
29	Mr. R.R. Sahu	14338.40	172060.80
30	Mr. R. Ganesan	14338.40	172060.80
31	Mr. Manish Kumar	14338.40	172060.80
32	Mrs. Anita Pawar	14338.40	172060.80
33	Mr. Gajendra Sahu	11151.80	133821.60
34	Mr. Gopi Verma	11151.80	133821.60
35	Mr. Goukaran Sinha	10263.50	123162.00
36	Mr. Navratan Singh	10263.50	123162.00
37	Modh. Kamal Khan	8994.50	107934.00
<b>Total</b>		<b>856117.81</b>	<b>10273413.72</b>

कार्यालय अधीक्षण अभियंता लोक निर्माण विभाग रायपुर मंडल कं-2 रायपुर (छ.ग.)

ज्ञाप कं. 8233

/कार्य

रायपुर, दिनांक 31/10/2008

प्रति,

कुल सचिव  
हिदायतउल्ला राष्ट्रीय विश्वविद्यालय,  
रायपुर (छ.ग.)

विषय:- ठेकेदार NCCL द्वारा विश्वविद्यालय के निर्माणाधीन परिसर हेतु प्रस्तुत किया गया 16 वॉ बलित देयक (पुनरीक्षित)।

संदर्भ:- आपका पत्र कं. एचएसएलयू/7029/2008 दिनांक 29.10.2008

कृपया उपरोक्त संदर्भ का अवलोकन करें। तत्संबंध में कृपया निम्न की प्रस्तुति करने का कष्ट करें, ताकि प्रश्नोक्ति शेड्यूल का आकलन किया जा सके।

1. कार्य का विस्तृत प्राक्कलन प्रशासकीय स्वीकृति प्राप्त
2. कार्य का तांत्रिक अनुमोदन प्राप्त प्राक्कलन
3. अनुमोदित प्रारूप निविदा आमंत्रण सूचना (Approved Draft Notice inviting Tender)

जिसके आधार पर निविदा  
आमंत्रित की गई थी।

आपने अपने पत्र में "भवन संविदा" का उल्लेख किया है। "भवन संविदा" से आपका क्या तात्पर्य है, कृपया स्पष्ट करें, ताकि तदनुसार कार्यवाही की जा सके।

सहपत्र:- शून्य।

अधीक्षण अभियंता  
लोक निर्माण विभाग  
रायपुर मंडल कं-2 रायपुर (छ.ग.)





# Hidayatullah National Law University

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

Phone No. 0771-4080114, Fax 0771-4080118

email: registrar@hnlv.ac.in www.hnlv.ac.in

क्रमांक/एचएनएलयू/ 7095 /2008

दिनांक 14.11.2008

प्रति

श्रुति सहितपूर्व

प्रमुख सचिव  
लोक निर्माण विभाग  
छत्तीसगढ़ शासन  
मंत्रालय, रायपुर (छ.ग.)

महोदय,

लोक निर्माण विभाग, रायपुर मंडल क्र.2, रायपुर द्वारा प्रेषित ज्ञाप क्रमांक 8233/कार्य दिनांक 31.10.2008 का कृपया अवलोकन करना चाहेंगे (छायाप्रति संलग्न)। संदर्भित पत्र के माध्यम से लोक निर्माण विभाग द्वारा तकनीकी, वित्तीय एवं प्रशासकीय स्वीकृतियों तथा निविदा आमंत्रण के विषय में प्रश्न उठाए गए हैं। उस समय की गई आवश्यक कार्यवाहियों से संबंधित कोई भी पत्र/आदेश/कार्यवाही विवरण विश्वविद्यालय में उपलब्ध नहीं है क्योंकि ये सारी कार्यवाहियां विश्वविद्यालय के तत्कालीन प्रथम विशेष अधिकारी/कुलपति महोदय के कार्यकाल में की गयी थीं। वर्तमान में यह आवश्यक हो गया है कि उपरोक्त आवश्यकताएं शासन के लोक निर्माण विभाग द्वारा ही संपादित करा ली जाएं।

अतः आपसे अनुरोध है कि सर्वप्रथम तकनीकी स्वीकृति हेतु अपने विभाग को निर्देशित करना चाहेंगे। कार्य से संबंधित समस्त उपलब्ध दस्तावेज पूर्व में ही श्री डी. के. प्रधान, अधीक्षण अभियंता, रायपुर मंडल क्र.2, रायपुर को उपलब्ध कराए जा चुके हैं तथा आपके आदेश पृष्ठंकन क्रमांक 826/312/2008/19/तक रायपुर दि.29.01.08 के अनुसार श्री डी.के. प्रधान, अधीक्षण अभियंता, लोक निर्माण विभाग, रायपुर तथा श्री एन.के. जयंता, कार्यपालन अभियंता, लोक निर्माण विभाग, रायपुर संभाग क्रमांक 3, विश्वविद्यालय को तकनीकी सहयोग देने के लिए पूर्व से ही निर्देशित हैं।

संलग्न - 3 संश्लेषितानुसारे

*14/11/08*  
**REGISTRAR**  
HIDAYATULLAH NATIONAL  
LAW UNIVERSITY, RAIPUR

कार्यालय अधीक्षण अभियंता, लोक निर्माण विभाग, मंडल क. - 2  
रायपुर (छ.ग.)

पत्र क्रमांक 8683 /सा./08

रायपुर, दिनांक 13 / 11 / 08

कुल सचिव,  
हिदायतुल्ला राष्ट्रीय विधि विश्वविद्यालय,  
रायपुर (छ.ग.)

विषय:-

ठेकेदार NCCL द्वारा विश्वविद्यालय के निर्माणाधीन परिसर हेतु प्रस्तुत किए गए 16 वें  
चलित देयक ।

संदर्भ:-

1. इस कार्यालय के पत्र क्रमांक 8233 दिनांक 31.10.08
2. आपका पत्र क्रमांक HNLU./7095/2008 दिनांक 14.11.2008
3. आपका पत्र क्रमांक HNLU./7029/2008 दिनांक 29.10.2008

—000—

कृपया उपरोक्त संदर्भित पत्रों को देखें। संदर्भ क्रमांक 2 के द्वारा आपने प्रमुख सचिव  
महोदय को अवगत कराया है कि उक्त कार्य की प्रशासकीय स्वीकृति, तकनीकी स्वीकृति एवं निविदा  
आमंत्रण से संबंधित कोई भी पत्र/आदेश/कार्यवाही/विवरण विश्वविद्यालय में उपलब्ध नहीं है एवं आपके  
द्वारा अनुरोध किया गया है कि यह कार्यवाही शासन के लोक निर्माण विभाग द्वारा ही संपादित करा लिए  
जाए ।

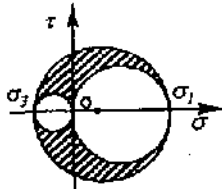
इस संबंध में विश्वविद्यालय के इंजीनियर एल.डी. बडोनिया के द्वारा अवगत कराया गया  
कि इस कार्य का कोई भी प्राक्कलन नहीं बनाया गया है । प्राक्कलन आदि के अभाव में इस कार्य की  
तकनीकी स्वीकृति दिया जा पाना इस कार्यालय के लिए संभव नहीं है । वर्तमान में एकेडमी, बिल्डिंग,  
हॉस्टल एवं स्टाफ क्वार्टर का निर्माण कार्य प्रगति पर है तथा सभी कार्य लगभग फिनिशिंग स्टेज पर  
हैं-ऐसा बताया गया । इन परिस्थितियों में तकनीकी स्वीकृति एवं निविदा आमंत्रण सूचना का अनुमोदन  
आज की स्थिति में किया जाना अप्रासंगिक होगा (चूंकि इस कार्य हेतु अनुबंध पूर्व में ही ठेकेदार के साथ  
किंग जा चुका है ) । परंतु ऐसे कार्य जो कि अभी प्रारंभ नहीं हुए हैं, (जैसे कि ट्रेनिंग सेंटर, डायरेक्टर  
क्वार्टर्स, ऑडिटोरियम) के संबंध में विस्तृत प्राक्कलन तथा निविदा आमंत्रण सूचना प्रारूप आदि बनाया  
जाना आवश्यक होगा ताकि उनका अनुमोदन किया जा सके ।

संदर्भ क्रमांक 3 द्वारा आपको अवगत कराया गया है कि अनुबंध के पेमेंट शेड्यूल एवं  
सब हेडवाइस ब्रेक-अप, दोनों के बीच विद्यमान विसंगति को दूर करते हुए विश्वविद्यालय द्वारा नियुक्त  
इंजीनियर श्री एस.सी. देशपांडे तथा गेसर्स नागार्जुन कंसल्टेंट कंपनी के अधिकृत प्रतिनिधि श्री एम.एस.ए.  
एन.बी. श्रीनिवास की सहमति के आधार पर रिवाइज्ड पेमेंट शेड्यूल बनाया गया है । चूंकि रिवाइज्ड पेमेंट  
शेड्यूल अनुबंध में वर्णित प्रावधानों के अनुरूप है अतएव उसके आधार पर ठेकेदार के 16 वें चलित देयक  
पारित किया जा सकता है । देयक पारित करने के पूर्व यह आवश्यक होगा कि रिवाइज्ड पेमेंट शेड्यूल पर  
अनुबंधकर्ताओं (विश्वविद्यालय के सक्षम प्राधिकारी तथा ठेकेदार) के हस्ताक्षर करा लिये जायें ताकि यह  
वैधानिक रूप से अनुबंध का भाग बन जाये ।

आपके द्वारा प्रेषित समस्त अभिलेख (बिल, माप-पुस्तिका आदि) आवश्यक कार्यवाही हेतु  
प्रेषित किये जा रहे हैं ।

सहपत्र:-उपरोक्तानुसार ।

अधीक्षण अभियंता  
लोक निर्माण विभाग  
मंडल क.-2, रायपुर (छ.ग.)

**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/2430/2496

Date: 17/05/2008

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

Sub: HNLU New Campus Construction Project

Dear Sir,

We are in receipt of the following letters from the Contractor M/s. NCCL.

- (i) NCCL/HNLU-R-/EIC/001/2008-09 dated 05/05/2008.
- (ii) NCCL/HNLU-R-/EIC/003/2008-09 dated 16/05/2008.
- (iii) NCCL/HNLU-R-/EIC/004/2008-09 dated 17/05/2008.

One copy of each of the above letters is enclosed herewith for your ready reference.

2. The Contractor states in his letter dated 05/05/2008 as a result of the discussions in the meeting dated 05/05/2008 (for the records, the Contractor will have to place a separate letter requesting extension of time) that time has been extended upto 31/07/2008, and later since, according to him, time has elapsed, he has further requested for extension of time upto 31/08/2008. (letter no. NCCL/HNLU-R-/EIC/003/2008-09 dated 16/05/2008).
3. To gain further precaution for HNLU, the undersigned had requested the Contractor to present an Affidavit, the gist of which is indicated in my e-mail to the Contractor dated 14/05/2008 (copy enclosed). The Contractor has expressed his inability to present such an Affidavit, but, once again re-iterates that he is committed to complete the Project within the time frame as mentioned in his work programme.
4. Looking to the urgency of the Project and the various developments that have occurred during the last 6 weeks (Executive Council Meeting dated 05/04/2008), further visits to Raipur by the undersigned on 05<sup>th</sup> / 06<sup>th</sup> May 2008 and 09<sup>th</sup> / 10<sup>th</sup> May 2008 punctuated with a critical meeting on 05/05/2008, the undersigned recommends the following ;

Page No. 1

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- (i) An extension of time be granted to the Contractor upto 31/07/2008 by which it can be said that Virtual Completion of the work has taken place, enabling HNLU to commence the functioning of the University.
  - (ii) Contractor is given a leeway to complete minor Civil works / finishing works upto 31/08/2008.
  - (iii) During the period from 31/07/2008 to 31/08/2008, penalty will not be imposed on the Contractor but no escalation will be payable.
5. With the above documents in place, as per the undersigned's earlier letter SCD/2340/2482 dated 22/04/2008, recommending payments becomes operative.
6. (i) Be that as it may, the undersigned is in receipt of a letter no. HNLU/5847/2008 dated 13/05/2008 from the Registrar stating various reasons as to how the Contractor has frustrated the terms of the Contract and that he is therefore liable for various penalties, etc.
- (ii) The undersigned will reply to the above letter separately.
  - (iii) If the letter has been written with an intention to appraise the undersigned with the 'history' of the Contract, the point is well taken, if on the other hand, the letter is meant that the undersigned addresses the lapses of the Contractor and takes immediate remedial action, the entire issue takes a different aspect.
  - (iv) However, in order to administer the Contract at the present juncture, it becomes necessary for the undersigned to address some of the relevant issues raised in the said letter as it directly affects the work programme, release of pending payments and completion of work at site.
  - (v) The undersigned would like to make it very clear that the undersigned has not been responsible for the Administration of the Contract during the period stated in your letter and is surprised that these facts are being quoted now, when HNLU had all the time and opportunity to seek the advice of the Executive Council and take action and enforce the Contract vis - a - vis M/s. NCCL.
  - (vi) As the undersigned understands, the work at site went into a 'tail spin' from October 2007. It may then well be enquired as to why, ~~did the~~ HNLU Administration not appraise the Executive Council and seek their advice as to



the manner in which to proceed against the Contractor with respect to his lapses at that stage?

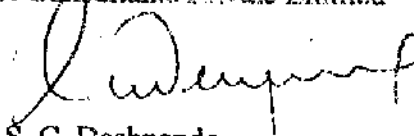
7. In the opinion of the undersigned, HNLU therefore has the following options;
- (i) Examine the lapses of the Contractor as stated in your letter dated 13/05/2008, proceed in the matter against the Contractor and rescind the Contract.
  - (ii) Waive the lapses of the Contractor upto date, followed by,
  - (iii) From now on, observe that the Contract terms are adhered to and administer the Contract by releasing due payments to the Contractor from time to time upto completion.
8. The manner in which events have elapsed so far (the undersigned does not have all the previous correspondence in his possession), on the surface, the following is observed;
- (i) HNLU have not taken any effective action on the subject matter stated in your letter dated 13/05/2008.
  - (ii) The conduct of the Administration suggests (please note this is a conjecture) that HNLU, earlier, after placing the facts stated in the letter (now being addressed to the undersigned) before the Executive Council, thought it prudent and waived the lapses of the Contractor in the interest of HNLU getting the work completed through the present Contractor (though the Contractor was not intimated to that effect in writing).
  - (iii) The Registrar may please confirm this, i.e., 8 (i) and 8 (ii).
9. HNLU have to therefore take a fundamental decision as to whether they wish to proceed against the Contractor in terms of his lapses and rescind the Contract or HNLU waives these lapses and proceeds to get the work completed through the Contractor within the Contract terms from here onwards.
10. This (9) above is a larger decision than what the undersigned can alone opine upon, but from the manner in which the Executive Council during its meeting on 05/04/2008 deliberated on the subject, the overall view expressed was that under the

new Administrative set-up (placing an Engineer – in – Charge for the work), to go ahead and complete the work by July 2008.

11. If there is any difference of opinion on the understanding of this issue and the intention of the Executive Council, then it is best that an immediate Executive Council meeting be called for to either confirm this view or otherwise and seek their advice as to how to proceed after placing all the facts in front of the Executive Council.
12. (i) If your understanding and the understanding of the Vice Chancellor is that, having knowledge of these lapses, the Executive Council took an overall view and wishes to complete this work by July 2008, as it is in the interest of HNLU, then the option remains, viz, to proceed to administer the work at site in terms of the Contract from now on, waive the earlier lapses, try and bring as much paper work and formalities the Contract demands into order and take the work to completion by July 2008.
- (ii) If your goodself and the Vice Chancellor agree on this, then payments may please be released to the Contractor so that work can proceed at site, else there is no other option other than immediately convene an Executive Council Meeting, seek their advice and proceed as per their advice.

Thanking you,

Yours faithfully,  
M/s. Sewri Consultants Private Limited

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

Encl: As Above

CC.: ✓ Dr. M.K. Srivastava – (Vice Chancellor, HNLU)



# Hidayatullah National Law University

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

Phone No. 0771-4080114, 4080117, Fax 0771-4080118

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

No.HNLU/5847 /2008

DL13.05.2008

To  
Shri S.C. Deshpande  
Managing Director  
SEWRI Consultants Private Limited  
& University Engineer-in-Charge, HNLU  
Apeejay Chambers, Wallace Street, Fort,  
MUMBAI-400001

Sub.: Design and construction of Hidayatullah National Law University, Raipur - Reg.  
Ref.: NCC letter No.NCCL/HNLU-R/E-I-C/001/2008-09 dtd.05.05.2008.

Dear Shri Deshpande

We are in receipt of NCC letter No.NCCL/HNLU-R/E-I-C/001/2008-2009 dated 05.05.2008. We would like to draw your urgent attention towards some of the facts regarding construction activities. As per the contract agreement, designs and drawings are to be prepared by the construction company. The architectural support is also to be provided by the construction company. The contract agreement was executed and work order given to the construction company on 20.05.2004 to complete the project within stipulated period of 14 months and stipulated tendered cost of Rs.39.20 crores on an area of 70.77 acres of land at Village Pitha. In the year 2004 itself Rs.32.00 Lacs were given in advance to the construction company.

The construction company started the work but did not continue and complete it within stipulated time period of 14 months i.e. by 19 June 2005, mentioning reason for non-completion of work, as pendency of their demand for release of mobilization advance, 10% of the contract value. This reason of the construction company is not justifiable.

Clause 8 of the General Conditions of the contract agreement at page No.94, states as under:

**"8. MOBILISATION ADVANCE**

An amount of 10% of the Contract value shall be given as mobilisation advance, interest free, if required against Guarantee from Nationalised Bank or on purchase of equipment and machinery. The contractor shall submit to the Engineer-in-Charge the account of utilisation of such advance alongwith proof of payments made, duly certified by the competent authority (chartered accountant of the firm) within 30 days. The entire amount of mobilisation advance alongwith interest will be recovered in 10 instalments commencing from 3rd month."

It has been specifically mentioned in the above clause that mobilization advance is to be given against Guarantee from Nationalised Bank or on purchase of equipment and machinery. The contractor, Nagarjuna Construction Company Ltd. neither submitted Guarantee from Nationalised Bank nor purchased equipment and machinery for HNLU building project. Hence NCCL was not entitled for mobilization advance and it was not released to the construction company. For release of mobilization advance, it was essential for the NCC to comply with the conditions mentioned in the contract agreement.

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# Hidayatullah National Law University

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The construction company did not complete the project within the stipulated time period of 14 months due to which penalty is leviable on NCC after 19.06.2005.

NCCL submitted Bank Guarantee for release of mobilization advance in the month of June 2006, and accordingly mobilization advance of Rs.392.00 Lacs was released to the contractor as on 09.06.2006. The construction company has till date not submitted the account of utilisation of such advance alongwith proof of payments made, duly certified by the competent authority (chartered accountant of the firm) within 30 days, as required under the contract agreement. The construction company has not utilized the amount of mobilization advance for the purpose for which it was granted rather the contractor has earned interest from the University's amount. HNLU should be compensated by the NCCL for the interest earned by it from University's funds.

Even after release of mobilization advance as on 09.06.2006 (the so called reason for non-completion of the project within stipulated time), and extension of time, NCCL did not complete the work within 14 months. Hence the delay, non-completion of the project in stipulated time period has been due to the contractor itself for which penalty is leviable on the contractor.

Since about more than one-and-half years, we have been repeatedly asking the contractor to provide a copy of Bill of Quantities forming as Volume IV and Quantities and their rates as Volume V, forming part of the contract agreement but the same has not been submitted till date. You are requested to obtain the Bill of Quantities and their rates from the contractor.

NCCL vide its letter No.NCC/HNLU-R/012/2006-07 dated 09.10.2006, looking to the constraints and non-feasibility of construction on land at village Tuta, had requested to change the location.

## QUOTE

*"If we summarize all the problems mentioned above neither HNLU nor NCCL is comfortable with the location of site, it is crystal clear from the above that proceeding with the Construction of University at the given location is not viable, rather any alternative can be preferred.*

*As an alternative, it is advisable to shift the location of building construction to other area to avoid permanent problems of flooding and expected additional expenditures to be made by HNLU and NCC. If it is done earliest possible, we assure to complete the project within the stipulated time and cost. We will not claim any charge or compensation for the work done at the present location keeping the best interest of the project, NCC and HNLU"*

## UNQUOTE

Looking to the request and assurance of the construction company vide their letter dated 09.10.2006, that they will not charge anything extra or will not demand extra time for construction if construction site is changed, the site was shifted from Village Tuta to Village Upervara and the new site was handed over to the NCCL on 06.11.2006. There was a general presumption that the date of contract will change from 20.05.2004 to 06.11.2006. Due to this reason the Executive Council has granted extension of time for completion of construction work from 06.11.2006 for a period of 14 months. After this time period no extension has been granted and hence penalty is leviable after 05.01.2008.

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# Hidayatullah National Law University

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Further, in this regard we would like to apprise you the facts, pointwise:

1. Nothing is to be said w.r.t. Point No.1 regarding University Engineer-in-Charge.
2. The NCC may be asked to submit one set of final Drawings/Specifications to the undersigned also as is being submitted to you by the NCCL.
3. NCCL was granted extension of time upto 05.01.2008 for completion of the project i.e. 14-months w.e.f. 06.11.2006 but NCCL has not completed the project hence penalty is leviable.
4. NCCL vide letter No.NCC/HNLU-R/E-I-C/018/07-08 dated 19.07.2007 had confirmed that drawings/specifications and locations of various buildings had been finalized by NCCL Architect Mr. Amit Sharma's visit to Raipur between 18th & 19th of July 2007. However, the work of V.C. Bungalow and Class IV staff quarters has not been started till date. The minutes of the meeting dated 22.08.2007 may also be perused in this regard.  
SI.No.7 of the minutes of the meeting states that "It is mutually agreed that whatever Architect of NCC has suggested on 18th & 19th of July 2007 regarding revised elevation (arrangement), revised architectural drawings, revised layout of campus, use of stones (flooring), colour schemes (internal & external), sanitary works, water supply, joinery etc., there is no problem but in the interest of the University i.e. for completion of building & execution at an earliest. NCC will explore use of vitrified tiles in internal corridor so that work may be completed at an earliest."
5. SI.No 8 of the minutes of the meeting states that "P.W.D. Electrical Wing has cleared drawings, load etc. related to electrical part of HNLU building. NCC will purchase two transformers each of 33 KV/750 KVA and apply to CSEB for electrical connections. As far as facilities and specifications are concerned, NCC will provide the details to the Engineer in Charge". The University and NCCL both had mutually agreed to equally bear the cost of additional transformer (on the basis of actual cost of transformer) and that all other specifications including accessories required for electrical installation will be borne by NCCL.
6. However, for construction of additional staff quarters, payment will be made by HNLU to NCCL. The rates for construction of additional staff quarters have been mutually finalized in the meeting dated 13.02.2008.
7. As per contract agreement bills are to be raised every month on a date fixed by Engineer-in-Charge and bills are to be processed as per conditions given in the contract agreement.
8. NCCL has about seven weeks ago submitted the revised payment schedule in which they have already proposed construction of Training Centre and Directors' Bungalows in place of Auditorium.
9. All the bills past, present and future are to be calculated as per revised payment schedule, and plus or minus amount is to be adjusted accordingly.
10. The time of extension for construction work was given to NCCL upto 05.01.2008 which has already elapsed. In January 2008, NCCL had also submitted revised construction programme and assured to complete the work as per the construction programme (i.e. upto April 30th, 2008) subject to payment of 9th, 10th & 11th R.A. Bills. Despite payment of 9th, 10th & 11th R.A. Bills and also 12th & 13th R.A. bill NCCL has not completed the work. Hence, beyond 05.01.2008, penalty is leviable on NCC as per penalty/bonus clause as proposed by NCCL in letter No.NCC/HNLU-R/E-I-C/029/07-08 dated 10.08.2007.

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# Hidayatullah National Law University

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

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11. Pending bills are to be calculated on the basis of revised payment schedule which is to be done at an earliest.
12. The extension of time for completion of the work was upto 05.01.2008, after that period penalty is leviable and calculated as proposed by NCCL in letter No.NCC/HNLU-RAE-I-C/029/07-08 dated 10.08.2007.
13. Drawings of Training Centre/Director's Bungalow may be submitted at an earliest.
14. The objections raised by the S.E. P.W.D. vide inspection report dated 26.03.2008 have not been complied by NCCL.
15. NCCL has not started the electrical work as per the plan submitted on 26.11.2007.

Sir, as per the Contract Agreement, the Engineer-in-Charge is empowered to decide all these issues in the interest of the University. Hence your suggestions and opinion are awaited.

Thanking You

With regards

REGISTRAR  
REGISTRAR  
HIDAYATULLAH NATIONAL  
LAW UNIVERSITY, RAIPUR

Received  
14/5/08  
10:30 AM



# Hidayatullah National Law University

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No.HNLU/ 4987 /2007

DL13.12.2007

To  
The Nagarjuna Construction Co. Ltd.  
Nagarjuna Hills, HYDERABAD  
Camp Office at RAIPUR

Sub: Construction of permanent campus of HNLU.

Ref: Site Visit dated 06.12.2007

On 06.12.2007, few members of Building Committee of HNLU visited the site. We are sorry to state the following facts:

1. The classrooms constructed/under construction are not upto the mark. They are not according to the norms of any standard classroom hence are totally rejected.
2. The progress of construction work is very slow and not as promised by you in meeting dated 22.08.2007.
3. The construction of girls hostel, boys hostel, teachers' houses is found to be very very slow.
4. Construction of overhead water tank and electrical work of the total campus was found to be very very slow.

Since handing over the project for construction we are repeatedly informing you to have a good architect but for a long time nothing was done in this regard which has resulted into construction of various portions of our building in a wrong way, in a substandard way which is not suitable for a National Law University. It is surprising to note that NCC is carrying on this project in absence of architect who has prepared the plan of construction. Once again we are informing you to have the original architect to find out the details of his imagination. We are afraid, how will you complete your project in time.

## Copy to

Sri A V S Raju, Chairman, NCC, Nagarjuna Hills, Hyderabad  
Sri R. V Sastri, Director, NCC, Nagarjuna Hills, Hyderabad  
Sri P C Laha, Director, NCC, Nagarjuna Hills, Hyderabad  
Sri S Venkatachalam, Director, Management Consultant, NCC, Nagarjuna Hills, Hyderabad  
Sri Rakesh Jhunjhunwala, Director, NCC, Nagarjuna Hills, Hyderabad  
Smt Bala Deshpande, Nominee Director, ICICI Venture Funds, NCC, Nagarjuna Hills, Hyderabad  
Sri A A V Ranga Raju, Managing Director, NCC, Nagarjuna Hills, Hyderabad  
Sri A G K Raju, Executive Director, NCC, Nagarjuna Hills, Hyderabad  
Sri P N Raju, Wholetime Director, NCC, Nagarjuna Hills, Hyderabad  
Sri N R Alluri, Wholetime Director, NCC, Nagarjuna Hills, Hyderabad  
Sri A S N Raju, Wholetime Director, NCC, Nagarjuna Hills, Hyderabad  
Sri J V Ranga Raju, Wholetime Director, NCC, Nagarjuna Hills, Hyderabad  
Sri A V N Raju, Director, NCC, Nagarjuna Hills, Hyderabad  
Prof. V S Raju, Additional Director, NCC, Nagarjuna Hills, Hyderabad  
Sri P Abraham, Additional Director, NCC, Nagarjuna Hills, Hyderabad

REGISTRAR  
REGISTRAR

HIDAYATULLAH NATIONAL  
LAW UNIVERSITY RAIPUR



# Hidayatullah National Law University

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DL.29.03.2008

No.HNLU/5635/2008

To  
Shri A.S.N. Raju  
Director  
Nagarjuna Construction Company Ltd.  
Nagarjuna Hills, HYDERABAD

Regarding: HNLU Building Project - Contract agreement dated 20.05.2004.

Dear Shri Raju

I am pained to write this letter to you because of the inordinate delay in completion of the project by NCCL.

1. Since past few months we are finding that negligible work has taken place in the construction project. Hardly few workers are there at the site, passing time and giving no results. Whenever this point was raised before the supervisory staff of NCCL they could not give satisfactory reasons for "No work".
2. Since the beginning of the project, NCCL has not engaged any architect and there has been no control or supervision of Architect in this project which has resulted into many lapses. We have rejected the classrooms on this ground and made it clear to I.I.T., Delhi from whom NCCL has got the drawings vetted. The concerned expert Mr. Alok Madan, Associate Professor, Department of Civil Engineering, Indian Institute of Technology Delhi vide his letter dated 07.01.2008 has replied that, "Casting of steps in the lecture theatre for seating purposes are non-structural elements that are planned and specified by the architect for a stepped seating arrangement in the lecture hall in order to provide proper eye level to the seated audience. The dimensions (tread, rise and curvature) of these steps are decided by the architect to serve the above-mentioned functional purpose. The angle of inclination of the slab that supports the steps is also selected and specified by the architect for the above mentioned functional purposes. Therefore, I recommend that the architect appointed by the construction company should consider the option of rectifying the improper functional planning of the lecture halls mentioned in your letter by re-planning and remodelling the steps using light weight floor filling and finishing materials." This also shows that defects in construction are coming because of no control of architect and no application of mind by any architect.
3. We have written to NCCL to ensure that the transformer to be installed should be as per specification given in the contract agreement vide letter dated 14.02.2008, 06.03.2008, 10.03.2008 and letter dated 28.03.2008 but no reply has been given. Probably they have placed orders for supply of transformer of some inferior companies rather than given in the contract.
4. Acoustics of the classroom are not properly done. It needs expert opinion.
5. Place for office accommodations are neither properly planned and lighted nor properly ventilated.



# Hidayatullah National Law University

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

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6. Bill of Quantities has not been submitted till date which is required as per contract agreement. We have been continuously requesting NCCL to provide B.O.Q., the building project is coming to an end but till date we have not received the bill of quantities from NCCL.
7. Detailed Construction Programme for completion of the building project has not yet been submitted by NCCL.
8. NCCL has till date neither submitted the audited utilization of the mobilization advance of Rs.3.92 Crores given to NCCL as on 09.06.2005 nor replied to our letters dated 12.09.2006 & 13.03.2008 in this regard.
9. You have promised to visit HNLU site in the month of February and March but till date you could not visit probably because of your busy schedule. Your immediate attention and visit to the site is very much required.
10. The authorized person of NCC Mr. M.S.A.N.B. Srinivas, A.G.M., NCC has been transferred from Raipur to Pune without taking us into confidence. In fact, he is the only person known to the requirements of HNLU site. He should immediately be placed exclusively at Raipur, atleast upto June 30th. In his absence there is no one to guide, supervise and take HNLU into confidence regarding the construction project.

You are requested to personally look into the matter; visit to the HNLU site, do the needful for rectification of defects and the construction project is completed in time and ensure fulfillment of the contractual obligations on part of NCCL.

With regards

REGISTRAR

Endt.No.HNLU/ 5635 /2008

DL 29.03.2008

Copy to:

1. P.A. to Hon'ble Law Minister, Government of Chhattisgarh, Raipur for information and guidance by Hon'ble Law Minister.
2. Shri M.S.A.N.B. Srinivas, A.G.M. (Tech.), NCC, Hyderabad
3. Shri M.S.S. Prasad, Project Engineer, NCCL, Hyderabad.

REGISTRAR



# Hidayatullah National Law University

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No.HNLU/5877/2008

Dt.21.05.2008

To  
Shri S.C. Deshpande  
Managing Director  
Sewri Consultants Pvt. Ltd. Mumbai  
& Engineer-in-Charge, HNLU.

Dear Shri Deshpande

This has reference to your email dated 20.05.2008. We would like to inform you as under:

1. The earlier persons were well aware of the facts and circumstances. The matters pertaining to construction work have been placed before the Executive Council from time to time. To get the building completed at an earliest, the Executive Council of the University in its meeting dated 29.04.2006 had approved the proposal for extension of time & escalation and also to give mobilization advance to the contractor. Despite, the extension of time w.e.f. 29.04.2006 and grant of mobilization advance on 09.06.2006, the contractor could not complete the construction work. Vide letter No. NCC/HNLU-R/012/2006-07 dated 09.10.2006, NCCL requested for change of site with a commitment that NCCL will complete the construction work within the stipulated time and cost if the site is changed. It is obvious that the change of site has saved huge time and money of NCCL. It was in view of this understanding that if the site is changed the contractor will save huge amount, time and labour and hence will compensate HNLU by providing better facilities and specifications which may be required for completion of the building project. The request of the contractor was placed before the Executive Council in meeting dated 14.10.2006. The Executive Council was also apprised of the facts and circumstances regarding the construction work. In the larger interest of the University, the Executive Council unanimously resolved to defer with the present site and go for alternate land. With concerted efforts, NCCL was made available the existing land at village Uperwara and further extension of time was granted to NCCL w.e.f. 06.11.2006 for a period of 14 months.

The lapses on the part of the contractor were mentioned to the contractor vide the following letters (copies enclosed):

- (i) N/1134/HNLU/2005 dated 24.11.2005
- (ii) HNLU/624/2006 dated 14.03.2006
- (iii) HNLU/854/2006 dated 24.03.2006
- (iv) HNLU/928/2006 dated 26.03.2006
- (v) HNLU/E-in-Charge/01/2006 dated 09.05.2006
- (vi) HNLU/2315/2006 dated 01.09.2006
- (vii) Letter dated 06.09.2006 and 10.09.2006
- (viii) HNLU/2364/2006 dated 12.09.2006
- (ix) HNLU/4423/2007 dated 16.08.2007
- (x) HNLU/4455/2007 dated 22.08.2007
- (xi) EE/Elect/HNLU dated 14.11.2007
- (xii) EE/Elect/Const./ dated 28.11.2007
- (xiii) HNLU/4947/2007 dated 03.12.2007
- (xiv) HNLU/4953/2007 dated 06.12.2007
- (xv) HNLU/4954/2007 dated 06.12.2007

14



# Hidayatullah National Law University

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

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

- (xvi) HNLU/4955/2007 dated 06.12.2007
- (xvii) HNLU/4956/2007 dated 06.12.2007
- (xviii) HNLU/4987/2007 dated 13.12.2007
- (xix) EE/Elect./HNLU dated 15.12.2007
- (xx) HNLU/5018/2007 dated 18.12.2007
- (xxi) HNLU/5030/2007 dated 24.12.2007
- (xxii) HNLU/5048/2007 dated 29.12.2007
- (xxiii) HNLU/5404/2008 dated 08.02.2008
- (xxiv) EE/Elect dated 12.02.2008
- (xxv) EE/Elect. dated 14.02.2008
- (xxvi) UE/Elect./HNLU dated 20.02.2008
- (xxvii) EE/Elect. dated 06.03.2008
- (xxviii) HNLU/5544/2008 dated 10.03.2008
- (xxix) HNLU/5553/2008 dated 13.03.2008
- (xxx) EE/Elect./HNLU dated 28.03.2008
- (xxxi) EE/Elect./HNLU dated 28.03.2008
- (xxxii) HNLU/5635/2008 dated 29.03.2008
- (xxxiii) EE/Elect./HNLU dated 02.04.2008
- (xxxiv) EE/Elect./HNLU dated 16.04.2008
- (xxxv) EE/Elect./HNLU dated 19.04.2008
- (xxxvi) HNLU/5763/2008 dated 26.04.2008
- (xxxvii) HNLU/461/2008 dated 26.04.2008

2. The matters placed before the parties concerned and decisions taken have been explained at Sl.No.1 above.
3. The details as above are placed before you for your perusal and further necessary action.
4. Although you were neither involved with the contract when order was placed on M/s. NCCL on 20.05.2004 nor for the baggage of the history, yet yourself being Engineer-in-Charge, it is prudent that you should be informed and made well aware of the facts and circumstances to enable you to take appropriate decision on the points raised by NCCL vide letter dated 05.05.2008.
5. We would like to inform you that the above facts have been placed before the Executive Council meetings from time to time and that the Executive Council has asked us to place various issues pertaining to construction work before the Engineer-in-Charge for taking appropriate decision, hence we have apprised you about the facts and circumstances.
6. Anticipating your response at an earliest.

With regards

*Indu G. S.*  
REGISTRAR

15

**OFFICE OF THE SUPERINTENDING ENGINEER**  
**CIRCLE NO.2 RAIPUR**

No...2937

HNLU/G/2008

Dt.10.12.2008

To,

M/s Nagarjuna Construction Co. Ltd.  
Nagarjuna Hills,  
Hyderabad - 500082

Site office,  
Uperwara village,  
Raipur C.G.

Sub.: Construction of HNLU campus at village Uperwara under contract agreement dated 20th May 2004 for a turn-key cost of Rs. 39.20 Crores.  
Ref.: Letters detailed over-leaf.

Dear Sir(s),

Please refer to the correspondence listed over-leaf. It is really painful to note that despite of such a long series of letters no fruitful result could exhibit from your end. Now you are requested to do the following works within a richly sufficient time of fifteen days -

- 1 Procurement of lift for installation in 'Academic & Administration' block within a fort-night.
- 2 Complete the painting, white washing and colour washing work in 'Academic and Administration' block.
- 3 Complete the flooring in all respects, excepting wooden floor, in the 'Academic and Administration' block.
- 4 Complete the work of ceiling and walls of conference hall in all respects.

It is expected that reasonable response will be given to this order for execution of work in most workmanlike manner.

Superintending Engineer  
P.W.D. Raipur Circle No-2  
Raipur &  
Engineer-in-Charge,  
HNLU, Raipur

Copy submitted to the Registrar, HNLU Raipur for information.

*[Signature]*  
Engineer-in-charge  
HNLU  
SE P.W.D. Raipur - 2



HNEU Letter No.	Date
624	14.03.2006
854	24.03.2006
928	26.03.2006
2315	01.09.2006
2364	12.09.2006
4423	16.08.2007
4947	03.12.2007
4954	06.12.2007
4956	06.12.2007
4987	13.12.2007
5030	24.12.2007
5048	29.12.2007
5404	08.02.2008
5544	10.03.2008
5635	29.03.2008
5635	29.03.2008
460	26.04.2008
5763	26.04.2008
5763	26.04.2008
6588	25.05.2008
6608	27.05.2008
6612	28.05.2008
6645	06.08.2008
6689	11.09.2008
6689	11.09.2008
6681	15.09.2008
6681	15.09.2008
6681	15.09.2008
6612	14.10.2008
6612	15.10.2008
7055	07.11.2008
7067	08.11.2008
7067	12.11.2008
7066	12.11.2008
7104	17.11.2008

**OFFICE OF THE SUPERINTENDING ENGINEER  
CIRCLE NO.-2, RAIPUR (C.G.)**

No .....

HNLU/G

DL 2 .1 .2008

To,

M/s Nagarjuna Construction Co. Ltd.,  
Nagarjuna Hills,  
Hyderabad 500082

Site office,  
Uperwara village,  
Raipur C.G.

**Sub.:-** Construction of HNLU campus at village Uperwara under contract agreement dated 20<sup>th</sup> May 2004 for a turn-key cost of Rs. 39.20 Crores.

**Ref.:-** This office letter no. 8980/HNLU/G/2008 dated 10-12-2008.

Dear Sir (s),

Please refer to letter cited under reference. It is noticed that the tasks ordered by the under-signed through above referred letter have not been accomplished by you, nor any reasonable initiative has been exhibited on ground. As such, I, D.K. Pradhan, Engineer-in-charge of the work, serve hereby notice upon you to show cause for such failure within a reasonable period of 15 days from the date of issue of this notice. In case no cause is shown, or the cause shown is not found satisfactory, I shall take the action as contemplated under clause-3 and the sub-clauses thereof, as deemed best to me in the interest of the HNLU without further notice and without prejudice to the right of HNLU to take further action/actions as envisaged under the contract agreement.

Please acknowledge receipt.

**Superintending Engineer  
P.W.D. Raipur Circle No.2 .  
Raipur &  
Engineer-in-Charge,  
HNLU, Raipur**

Ends.No. 34

/W/HNLU

dated 2.1.2009

Copy to:-

- ✓ Registrar HNLU for information  
1. Shri N.K. Jayant E.E., P.W.D. Raipur, Division No.3 Raipur.  
2. Shri Prabhat Saxena, S.D.O., P.W.D. Pithora Sub-division  
for information.

**Superintending Engineer  
P.W.D. Raipur Circle No.2  
Raipur &  
Engineer-in-Charge,  
HNLU, Raipur**

**THE DECISIONS TAKEN BY THE EXECUTIVE COUNCIL  
REGARDING ENGINEER-IN-CHARGE ARE AS UNDER:**

**14th E.C. meeting dated 27.01.2008, Agenda Item No.8**

**Decision**

... (b) The Vice Chancellor should appoint University Engineer-in-Charge to comply with the requirements of building contract.

**15th E.C. meeting dated 05.04.2008, Agenda Item No.8**

**Decision**

The Executive Council noted that Shri S.C. Deshpande had agreed to be appointed as Engineer-in-Charge as required under the contract agreement. The terms and conditions of payment to Shri Deshpande shall be negotiated by the Vice-Chancellor and Shri Arshad Hidayatullah.

**16th E.C. meeting dated 21.06.2008, Agenda Item No.5**

**Agenda:**

**Decision**

... (b) The Vice-Chancellor is authorized to further negotiate with Shri S.C. Deshpande.

**18th E.C. meeting dated 02.10.2008, Agenda Item No.8**

**Agenda:** Payment to University Engineer Incharge/continuation/ discontinuation of Shri S.C. Deshpande.

**Decision:**

The Executive Council decided that the matter may be placed before the Building Committee:

- (a) To negotiate with University Engineer-in-Charge regarding his terms and conditions of appointment, scope of his work, performance and accountability.
  - (b) To discuss and finalize payment of bills of University Engineer-in-Charge.
  - (c) To request the State Government for making budget provision for payment to Engineer-in-Charge.
- Recommendations of the Building Committee may be placed before the Executive Council. "



# 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

Annexure No. XII

No.HNLU/ 6631 /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.



# *Hidayatullah National Law University*

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

कार्यालय अधीक्षण अभियंता, लोक निर्माण विभाग, मंडल क.-2  
रायपुर (छ.ग.)

ज्ञाप क्रमांक ६७३७ /सा./०८

रायपुर, दिनांक २५/११/०८

प्रति,

कुल सचिव,  
हिदायतुल्ला राष्ट्रीय विधि विश्वविद्यालय,  
रायपुर (छ.ग.)

विषय:- श्री सुधीर देशपांडे के भुगतान के संबंध में ।

संदर्भ:- 1. आपका पत्र क्रमांक ७०३३ दिनांक ३०.१०.२००८  
2. आपका पत्र क्रमांक ७०७२ दिनांक १०.११.२००८

—०००—

कृपया उपरोक्त संदर्भों का अवलोकन करने का कष्ट करें । आपके द्वारा प्रस्तुत अभिलेखों से प्रतीत होता है कि श्री सुधीर देशपांडे द्वारा सुपर-विजन, मेजरमेंट चेकिंग आदि का कार्य नहीं किया गया है एवं न ही उनके द्वारा आर्किटेक्चरल/स्ट्रक्चरल डिजाईन का कार्य किया गया है । श्री देशपांडे द्वारा मात्र बिल पर हस्ताक्षर किए गए हैं । इस प्रकार की कार्य श्रेणी का कोई भी कार्य इस विभाग में प्रचलन में नहीं है एवं न ही पूर्व में कराया गया है । अतः श्री देशपांडे को किये जाने वाले भुगतान के संबंध में कुछ भी लेख किया जाना संभव नहीं है ।

सहपत्र:-शून्य ।

अधीक्षण अभियंता  
लोक निर्माण विभाग  
मंडल क.-२, रायपुर (छ.ग.)