

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

STATUTES

1. SHORT TITLE

These Statutes may be called the Indian Institute of Technology, Kharagpur / Bombay / Madras / Kanpur / Delhi Statutes.

1-A Definitions

- (a) 'Act' means the Institutes of Technology Act, 1961;
- (b) 'Assistant Warden' in relation to the Hall of residence of the Institute means Assistant Warden thereof;
- (c) 'Authorities', 'Officers' and 'Professors' respectively mean the authorities, officers and professors of the Institute;
- (d) 'Board' means the Board of Governors of the Institute;
- (e) 'Building and Works Committee' means the Building and Works Committee of the Institute;
- (f) 'Chairman' means the Chairman of the Board;
- (g) 'Council' means the Council of the Institute;
- (h) 'Deputy Director' means the Deputy Director of the Institute;
- (i) 'Director' means Director of the Institute;
- (j) 'Finance Committee' means the Finance Committee of the Institute;
- (k) 'Institute' means Institute known as the Indian Institute of Technology, Madras, incorporated under the Act;
- (l) 'Ordinances' means the Ordinances of the Institute;
- (m) 'Registrar' means the Registrar of the Institute;
- (n) 'Senate' means the Senate of the Institute;
- (o) 'Warden' in relation to a Hall of residence of the Institute means a Warden thereof.

2. THE BOARD

- (1) The bodies entitled to nominate or elect representatives on the Board shall be invited by the Registrar to do so within a reasonable time not ordinarily exceeding eight weeks from the date on which such invitations are issued by him. The same procedure shall be followed for filling casual vacancies on the Board.
- (2) The Board shall ordinarily meet four times during calendar year.
- (3) Meetings of the Board shall be convened by the Chairman either on his own initiative or at the request of the Director or on a requisition signed by not less than three members of the Board.

IITM 208th
Meeting of the
BoG - 08.04.2011

Resolution
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Quorum for the meeting of the Board of Governors: Statutes 2 (4)
(4) Five members shall form a quorum for a meeting of the Board.

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

shall be a quorum.

- (5) All questions considered at the meetings of the Board shall be decided by a majority of the votes of the members present including the Chairman. If the votes be equally divided, the Chairman shall have a second or casting vote.
- (6) The Chairman, if present, shall preside at every meeting of the Board. In his absence, the members present shall elect one from amongst themselves to preside at the meeting.
- (7) A written notice of every meeting shall be sent by the Registrar to every member at least three weeks before the date of the meeting. The notice shall state the place, the date and time of the meeting.

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

- (8) The notice may be delivered either by hand or sent by registered post at the address of each member as recorded in the office of the Board and if so sent, shall be deemed to be duly delivered at the time at which notice would be delivered in the ordinary course of post.
- (9) Agenda shall be circulated by the Registrar to the members at least ten days before the meeting.
- (10) Notices of motions for inclusion of any item on the agenda must reach the Registrar at least one week before the meeting. The Chairman may, however, permit inclusion of any item for which due notice has not been received.
- (11) The ruling of the Chairman in regard to all questions of procedure shall be final.
- (12) The minutes of the proceedings of a meeting of the Board shall be drawn up by the Registrar and circulated to all members of the Board present in India. The minutes, along with any amendment suggested, shall be placed for confirmation at the next meeting of the Board. After the minutes are confirmed and signed by the Chairman, they shall be recorded in a minute book which shall be kept open for inspection of the members of the Board and the Council at all times during office hours.

IITM 208th
Meeting of the
BoG - 08.04.2011

Resolution
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Leave of absence from attending the Board meeting: Statutes 2 (13)

(13) A member of the Board who does not attend two of the four meetings of the Board of Governors in one academic year, shall cease to be a member of the Board.

AUTHENTICATION OF ORDERS AND DECISIONS OF THE BOARD

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

4. THE SENATE

- (1) In addition to the persons mentioned in Section 14 of the Act, the following shall be the members of the Senate, namely:-
 - (a) Heads of Departments, Centres, Schools or Divisions other than Professors;
 - (b) The Librarian of the Institute;
 - (c) One Warden by rotation in order of seniority in service as Warden, for a period of one year;
 - (d) Workshop Superintendent of the Institute;
 - (e) Not more than six other members of the staff for their special knowledge appointed by the Chairman after consultation with the Director for such period as may be specified by the Chairman;
- (2) Subject to the provisions of the Act, the Senate shall have the power to-
 - (a) frame and revise curricula and syllabi for the courses of studies for the various Departments;
 - (b) make arrangements for the conduct of examinations; appoint examiners, moderators, tabulators and the like;
 - (c) declare the results of the examinations or to appoint Committees or Officers to do so and to make recommendations to the Board regarding conferment or grant of degrees, diplomas and other academic distinctions or titles.
 - (d) appoint Advisory Committees or Expert Committees or both for the Departments of the Institute to make recommendation on academic matters connected with the working of the Department, the Head of the Department concerned shall act as convenor of such Committee;

- (e) appoint Committees from amongst the members of the Senate, other teachers of the Institute and experts from outside to advise on such specific academic matters as may be referred to any such Committee by the Senate;
 - (f) consider the recommendations of the Advisory Committees attached to various departments and that of Expert and other Committees and take such action (including the making of recommendations to the Board) as circumstances of each case may require;
 - (g) make periodical review of the activities of the departments and take appropriate action (including the making or recommendations to the Board);
 - (h) supervise the working of the Library;
 - (i) promote research within the Institute and require reports on such research from the persons engaged thereon;
 - (j) provide for the inspection of the classes and the Halls of Residence in respect of the instructions and discipline therein, supervise the co-curricular activities of the students of the Institute and submit reports thereon to the Board;
 - (k) award stipends, scholarships, medals and prizes and make other awards in accordance with the Ordinances and such other conditions as may be attached to the awards;
 - (l) make recommendations to the Board with regard to (i) the creation of posts on the Academic Staff and the abolition thereof and (ii) the emoluments and duties attached to such posts.
- (3) The Senate shall meet as often as is necessary but not less than four times during a calendar year.

- (4) Meetings of the Senate shall be convened by the Chairman of the Senate either on his own initiative or on a requisition signed by not less than 20% of the members of the Senate. Requisition meeting shall be a special meeting to discuss only those items of agenda for which requisitions made. The Requisition meeting shall be convened by the Chairman of the Senate on date and time convenient to him within 15 days of the notice given for such a requisition.
- (5) One half of the total number of members of the Senate shall form a quorum for a meeting of the Senate.
- (6) The Director, if present, shall preside at every meeting of the Senate. In his absence, the Deputy Director shall preside and in the absence of both the Director and the Deputy Director, the senior-most of the Professors present shall preside at the meeting.
- (7) A written notice of every meeting, together with the agenda, shall be circulated by the Registrar to the members of the Senate at least a week before the meeting. The Chairman of the Senate may, however, permit inclusion of any item for which due notice could not be given.
- (8) Notwithstanding the provisions of sub-statute (7), the Director may call an emergency meeting of the Senate at short notice to consider urgent special issues.
- (9) The ruling of the Chairman of the Senate in regard to all questions of procedure shall be final.
- (10) The minutes of the proceedings of a meeting of the Senate shall be drawn up by the Registrar and circulated to all the members of the Senate present in India, provided that any such minute shall not be circulated if the Senate considers such circulation prejudicial to the interests of the Institute. The minutes, along with amendments, if any, suggested shall be placed for confirmation at the next meeting of the Senate. After the minutes are confirmed and signed by the Chairman of the Senate, they shall be recorded in a minute book which shall be kept open for inspection of the members of the Senate, the Board and the Council at all times during office hours.

5. FINANCE COMMITTEE

- (1) It is hereby declared that the Finance Committee, hereafter in this Sub-Statute referred to as 'Committee', shall also be an authority within the meaning of Section 10 of the Act and shall consist of the following persons, namely:-
 - (a) the Chairman, ex-officio, who shall be the Chairman of the Committee;
 - (b) two persons nominated by the Central Government;
 - (c) two persons nominated by the Board; and
 - (d) the Director.
- (2) The Committee shall perform the following functions, namely:-
 - (a) examine and scrutinize the annual budget of the Institute prepared by the Director and make recommendations to the Board;
 - (b) give its views and make its recommendations to the Board either on the initiative of the Board or of the Director, or on its own initiative of any financial question affecting the Institute;
- (3) The Committee shall meet at least once a year.
- (4) Three members of the Committee shall form a quorum for a meeting of the Committee.
- (5) The Chairman, if present, shall preside over the meeting of the Committee. In his absence, the members present shall elect one from amongst themselves to preside over the meeting.
- (6) The provisions in these Statutes regarding notices of the meeting, inclusion of items in the agenda and confirmation of the minutes applicable to the meetings of the Board shall, so far as may be followed in connection with the meeting of the Committee.
- (7) A copy of the minutes of every meeting of the Committee shall be sent to the Board.

6. BUILDING AND WORKS COMMITTEE

- (1) It is hereby declared that the Building and Works Committee, hereafter in this sub-Statute referred to as 'Committee', consisting of not less than five and not more than seven members as may be appointed by the Board, shall also be an authority within the meaning of section 10 of the Act.
- (2) The Committee shall perform the following functions and have the following powers, namely:-
 - (a) It shall be responsible under the direction of the Board for construction of all major capital works after securing from the Board the necessary administrative approval and expenditure sanction.
 - (b) It shall have the power to give the necessary administrative approval and expenditure sanction for minor works and works pertaining to maintenance and repairs, within the grant placed at the disposal of the Institute for the purpose.
 - (c) It shall cause to be prepared estimates of cost of buildings and other capital works, minor works, repairs, maintenance and the like.
 - (d) It shall be responsible for making technical scrutiny as may be considered necessary by it.
 - (e) It shall be responsible for enlistment of suitable contractors and acceptance of tenders and shall have the power to give directions for departmental works where necessary.
 - (f) It shall have the power to settle rates not covered by tender and settle claims and disputes with contractors.
- (3) The Committee shall perform such other functions in the matter of construction of buildings and development of land for the Institute as the Board may entrust to it from time to time.

- (4) In emergent cases the Chairman of the Committee may exercise the powers of the Committee. Such cases shall be reported by him to the Committee and the Board at the next meeting of the Committee and of the Board.
- (5) The Committee shall meet as often as is necessary, but at least twice a year.
- (6) Three members shall form a quorum for a meeting of the Committee.
- (7) The provisions in these Statutes regarding notices of meeting, inclusion of items in the agenda and confirmation of the minutes applicable to the meeting of the Board shall, so far as may be, be followed in connection with the meeting of the Committee.
- (8) A copy of the minutes of every meeting of the Committee shall be sent to the Board.

7. THE CHAIRMAN

- (1) The Chairman shall have the power to fix, on the recommendations of the Selection Committee, the initial pay of an incumbent at a stage higher than the minimum of the scale in respect of posts to which appointments can be made by the Board under the provisions of the Act.
- (2) The Chairman shall have the power to send the members of the Staff of the Institute for training or for a course of instruction outside India subject to such terms and conditions as may be laid down by the Board from time to time.
- (3) Contract of service between the Institute and the Director shall be in writing as set out in Schedule "A" and be expressed to be made in the name of the Institute, and every such contract shall be executed by the Chairman but the Chairman shall not be personally liable in respect of anything under such contract.
- (4) In emergent cases the Chairman may exercise the powers of the Board and inform the Board of the action taken by him for its approval.

8. TRAVELLING ALLOWANCES

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

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

If, however, required by the members, the Institute shall reimburse the TA or DA as laid down by the Board from time to time, to the members concerned if they declare that they shall not claim TA or DA from other sources.

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

9. THE DIRECTOR

- (1) Subject to the budget provisions made for the specific purpose, the Director shall have the power to incur expenditure in accordance with the procedure as may be laid down by the Board from time to time.
- (2) The Director shall have the power to re-appropriate funds with respect to different items constituting the recurring budget upto a limit of Rs.10,000 for each item, provided that such re-appropriation will not involve any liability in future years. Every such re-appropriation shall as soon as possible, be reported to the Board.

- (3) The Director shall have the power to waive recovery of overpayment upto Rs.500 to a member of the staff whose basic pay is Rs.500 per mensem or less, not detected within twenty-four months of payment. Every such waiver shall, as soon as possible, be reported to the Board.
- (4) The Director shall have the power to write off irrecoverable losses upto Rs.1,000 and of irrecoverable value of stores lost or rendered unserviceable due to fair wear and tear upto Rs.5,000/- in any individual case subject to such stipulations as may be made by the Board from time to time.
- (5) The Director shall have the power to fix, on the recommendations of the Selection Committee, the initial pay of an incumbent at a stage higher than the minimum of the scale, but not involving more than five increments, in respect of posts to which appointment can be made by him under the powers vested in him by the provisions of the Act.
- (6) The Director shall have the power to employ technicians and workmen paid from contingencies involving emoluments not exceeding Rs.7 per head per day.
- (7) The Director shall have the power to send members of the staff for training or for a course of instruction inside India subject to such terms and conditions as may be laid down by the Board from time to time.
- (8) The Director shall have the power to sanction remission or reduction of rents for buildings rendered wholly or partially unsuitable.
- (9) The Director shall have the power to sanction temporary allocation of any building for any purpose other than that for which it was constructed.
- (10) In exceptional cases, subject to the availability of funds, the Director shall have the power to create temporary posts with the approval of the Chairman, of not more than two years' duration on approved scales of pay under report to the Board, provided that no such post, of which the Director is not the appointing authority, shall be so created.

- (11) The Director shall have the power of a Head of Department for purposes of rules in the Account Code, the Fundamental and Supplementary Rules and other rules of the Government in so far as they are applicable or may be made applicable to the conduct of the business of the Institute.
- (12) If, for any reason, the Registrar is temporarily absent for a period not exceeding one month, the Director may take over, or assign to any member of the staff of the Institute, any of the functions of the Registrar as he deems fit. Provided that if, at any time, the temporary absence of the Registrar exceeds one month, the Board may, if it thinks fit, authorize the Director to take over or assign the function of the Registrar as aforesaid, for a period exceeding one month.
- (13) All contracts for and on behalf of the Institute, except the one between the Institute and the Directors shall, when authorized by a resolution of the Board passed in that behalf, be in writing and the expressed to be made in the name of the Institute, and every such contract shall be executed on behalf of the Institute by the Director, but the Director shall not be personally liable in respect of anything under such contract.
- (14) The Director may, during his absence from headquarters, authorize the Deputy Director or one of the Deans or the Senior most Professor present, to sanction advances for traveling allowance, contingencies and medical treatment of the staff and sign and countersign bills on his behalf and authorize him for assuming such powers of Director as may be specifically delegated to the Deputy Director or one of the Deans or the senior most Professor present by him in writing.
- (15) The Director may, at his discretion, constitute such Committees as he may consider appropriate.
- (16) In the event of the occurrence of any vacancy in the office of the Chairman by reason of his death, resignation, or otherwise, or in the event of the Chairman being unable to discharge his functions owing to absence, illness or any other cause, the Director may discharge the functions assigned to the Chairman under Statute 7.

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

10. THE DEPUTY DIRECTOR

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

11. CLASSIFICATION OF THE MEMBERS OF THE STAFF OF THE INSTITUTE

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

- (a) **Academic** which term shall include Director, Deputy Director, Professor, Associate Professor, Assistant Professor, Lecturer, Workshop Superintendent, Associate Lecturer, Assistant Lecturer/Instructor, Scientific Officer, Research Assistants, Librarian, Deputy Librarian, Assistant Workshop Superintendent, Design Engineer, Senior Scientific Officer Grade I, Chief Design Engineer, Principal Scientific Officer, Chief Techno-Economic Officer, Senior Techno-Economic Officer, Techno-Economic Officer of Academic Departments and Manager of Computer Centre and such other academic posts as may be decided by the Board.
- (b) **Technical** which term shall include Farm Superintendent, Foreman, Supervisor (Workshop), Mechanic, Farm Overseer, Horticultural Assistant, Technical Assistant, Draftsman, Physical Training Instructor, Chief Techno-Economic Officer, Senior Techno-Economic Officer of IC & SR Operational and Systems Staff members of Computer Centre and such other technical posts as may be decided by the Board.
- (c) **Administrative & others** which term shall include Registrar, Assistant Registrar, Accounts Officer, Audit Officer, Stores

Officer, Estate Officer, Medical Officer, House Surgeon and other Medical Staff, Chief Store Keeper, Steward, Office Superintendent and such other administrative and other staff as may be decided by the Board.

12. APPOINTMENTS

- (1) All posts the Institute shall normally be filled by advertisement; but, the Board shall have the power to decide, on the recommendations of the Director, that a particular post be filled by invitation or by promotion from amongst the members of the staff of the Institute.
- (2) While making appointments, the appointing authority shall take into consideration the claims of the members of the Scheduled Castes and Scheduled Tribes consistently with the maintenance of efficiency of administration and the teaching at the Institute.
- (3) Selection Committees for filling up of posts under the Institute (other than the posts on contract basis) by advertisement or by promotion from amongst the members of staff of the Institute shall be constituted in the manner laid down below, namely:-

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

(i) Director Chairman

(ii)

(iii) Two nominees of the Board, one Members
being an expert, but other than a
member of the Board

(iv) One expert nominated by the Senate Member
other than a member of the Senate

The Board **RESOLVED** to make necessary amendment to the Statutes 12(3)(a)(ii) as follows:

'one nominee drawn from the pool previously approved by the Visitor for this purpose',

in the matter of selection committees for filling up the post of Professors. The Board requested the Director to convey the Board's resolution to MHRD for obtaining necessary approval of the Visitor. **14**

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

(i) Director Chairman

(ii) Two nominees of the Board, one Members
being an expert, but other than a
member of the Board

(iii) One expert nominated by the Senate Member
and

(iv) Head of the Department concerned, Member
if the post for which selection is
made is lower in status than that
occupied by the Head of the Department.

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

(i) Director Chairman

(ii) Two nominees of the Board, Members
one being an expert, but
other than a member of
the Board

(iii) One expert nominated by the Member
Senate

(iv) One nominee of the Chairman Member
of the Council of Institutes of
Technology
and

(v) Head of the Department Member
concerned, if the post for
which selection is made is
lower in status than that
occupied by the Head of
the Department.

209th Meeting
of the BoG -
22.07.2011

Resolution
11 / 2011

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

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

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

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

- (e) In the case of other posts not covered by categories (a), (b), (bb), (c) or (d) and carrying a scale of pay the maximum of which exceeds Rs.900 per mensem, the Selection Committee shall consist of:

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

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

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

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

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

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

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

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

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

- (10) The Selection Committee shall examine the credentials of all persons who have applied and may also consider other suitable names suggested, if any, by a member of the Selection Committee or brought otherwise to the notice of the Committee. The Selection Committee may interview any of the candidates as it thinks fit and shall, at the discretion of its Chairman, cause a written test or tests to be held for all or some of the candidates as the chairman may think fit, and

shall make its recommendations to the Board or the Director, as the case may be, the names of the selected candidates being arranged in order of merit.

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

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

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

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

(a)	Post carrying a scale of pay, the initial salary of which is less than Rs.950 per mensem	Re.1.00
(b)	Post carrying a scale of pay, the initial salary of which is Rs.950 or over but less than Rs.2200 per mensem	Rs.3.00
(c)	Post carrying a scale of pay, the initial salary of which is Rs. 2200 or over per mensem.	Rs.7.50

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

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

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

13. TERMS AND CONDITIONS OF SERVICE OF PERMANENT EMPLOYEES

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

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

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

IITM
206th
Meeting of
the BoG -
30.07.2010

1. (for faculty and non-faculty)

Subject to the provisions of the Act and the Statutes all appointments to posts under the Institute shall ordinarily be made on probation for a period of one year after which period the appointee, if confirmed, shall continue to hold his/her office subject to the provisions of the Act and the Statutes, as follows:

(a)	Teaching staff (Faculty)	Till the end of the month in which he/she attains the age of 65 years (Effective w.e.f. 15.03.2007)
(b)	Scientific & Design Staff	Till the end of the month in which he/she attains the age of 62 years.
(c)	Registrar and Librarian	Till the end of the month in which he/she attains the age of 62 years. (Effective w.e.f. 16.09.2009).
(d)	Groups 'A', 'B', 'C' and 'D' non-faculty staff (other than Scientific & Design Staff, Registrar and Librarian.	Till the end of the month in which he/she attains the age of 60 years.

Provided that where the Board considers that in the interest of the students and for the purpose of teaching and / or guiding the students registered for the Ph.D. Programme, any member of the teaching staff should be re-employed, it may re-employ such a member till the end of the semester or the academic session in which he / she attains the age of superannuation as may be considered appropriate in the circumstances of each case.

Provided further that where it becomes necessary to re-employ any such member, beyond the end of the semester or academic session in which he / she attains the age of superannuation, as the case may be, the Board may, with the previous approval of the Visitor, re-employ any such member against sanctioned vacant posts for a period upto three years in the first instance and upto two years thereafter and in no case exceeding the end of the academic session in which he / she attains the age of 70 years.

Provided also that in no circumstances such member shall be re-employed for any purposes other than those of teaching and guiding the students registered for the Ph.D programme.

All employees who were in position before 23.6.1989 and who were/will be subsequently appointed to higher positions by open selection at this Institute will be deemed to have been appointed by promotion for the purpose of superannuation.

- (2A) Retirement on completion of 20 years qualifying service at any time after an employee has completed twenty year' qualifying service, he may, by giving notice, not less than three months, in writing to the appointing Authority, retire from service on the terms and conditions laid down by the Central Government from time to time for its own employees.
- (2B) Proposed amendment regarding age of superannuation in respect of Group 'A', 'B' and 'C' belonging to non-teaching employees (new entrants only)
- (3) The appointing authority shall have the power to extend the period of probation of any employee of the Institute for such periods as may be found necessary, provided that if, after the period of probation, the official is not confirmed, and his

probation is also not formally extended, he shall be deemed to have continued on a temporary basis and that his services may then be terminable on a month's notice or on payment of a month's salary in lieu thereof.

- (a) Every graduate engineer appointed at the Institute on or after 1st July 1969, shall, if so required, be liable to serve in India or abroad in any defence services or post connected with the defence of India for a period of not less than four years including the period spent on training, if any. Provided that such person-
 - (i) shall not be required to serve as aforesaid after the expiry of ten years from the date of such appointment, and
 - (ii) shall not ordinarily be required to serve as aforesaid after attaining the age of forty years.
- (4) An employee of the Institute shall devote his whole time to the service of the Institute and shall not engage directly or indirectly, in any trade or business or any other work which may interfere with the proper discharge of his duties, but the prohibition herein contained shall not apply to academic work and consultative practice undertaken with the prior permission of the Director, which may be given subject to such conditions as regards the acceptance of remuneration as may be laid down by the Board.
- (5) The appointing authority shall have the power to terminate the service of any member of the staff without notice and without any cause assigned during the period of probation.
- (6) The appointing authority shall have the power to terminate the services of any member of the staff by three months' notice or on payment of three months' salary in lieu thereof, if, on medical grounds, certified by a medical authority nominated by the Board, his retention in service is considered undesirable by such appointing authority.
- (7) The Board shall have the power to terminate the services of any member of the staff on grounds of retrenchment or

economy by giving the persons concerned six months' notice in writing or on payment of six months' salary in lieu thereof.

- (8) An employee of the Institute may terminate his engagement by giving the appointing authority three months' notice, provided that the appointing authority may, for sufficient reasons, either reduce this period or call upon the employee concerned to continue till the end of the academic session in which the notice is received.
- (9) The Director may place a member of the staff appointed at the Institute under suspension –
- (a) where a disciplinary proceeding against him is contemplated or is pending, or
 - (b) where a case against him in respect of any criminal offence is under investigation or trial.

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

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

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

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

subsistence allowance admissible during the period of the first six months, if, in the opinion of the Director, the period of suspension has been prolonged due to reasons, to be recorded in writing, directly attributable to the staff member.

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

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

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

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

- (i) censure;
- (ii) withholding of increments or promotion;
- (iii) recovery from the whole or part of any pecuniary loss caused to the Institute by negligence or breach of orders;
- (iv) reduction to lower service, grade or post or to a lower time-scale, or to a lower stage in a time-scale;
- (v) compulsory retirement;
- (vi) removal from service which shall not be a disqualification for future employment under the Institute;
- (vii) dismissal from service which shall ordinarily be a disqualification for future employment in the Institute.

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

No order imposing on any member of the staff any of the penalties specified at (i) to (ii) above shall be passed by any authority subordinate to that by which he was appointed and unless the member of the staff concerned has been given an opportunity to make a representation to the Appointing Authority.

Notwithstanding the above provisions, it shall not be necessary to follow the procedure mentioned above in the following cases, namely:-

- (a) where an employee is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on a criminal charge;
- (b) where the authority empowered to dismiss or remove the person or to reduce him in rank is satisfied that, for some reason to be recorded by that authority in writing, it is not reasonably practicable to give that person an opportunity of showing cause; or
- (c) where the Visitor is satisfied that, in the interests of the security of the State, it is not expedient to give that person such an opportunity.

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

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

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

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

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

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

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

- (a) confirm, modify or set aside the order.
- (b) Impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order;
- (c) remit the case to the authority which made the order or to any other authority directing such further action or enquiry as he considers proper in the circumstances of the case; or
- (d) pass such other orders as he deems fit.

Provided that –

- (i) an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given

an opportunity of making any representation which he may wish to make against such enhanced penalty;

- (ii) If the Visitor proposes to impose any of the penalties specified in clause (iv) to (vii) of Sub-Statute (9) in a case where proper enquiry has not been held and thereafter, on consideration of the proceedings of, such enquiry and after giving the member of the staff concerned an opportunity of making any representation which he may wish to make against such penalty, he may pass such orders as he deems fit.
- (13) The decision of the Appellate Authority under sub-Statute (10) or (11) shall, subject to the provisions of sub-Statute (12), be final.
- (14) (i) When a member of the staff of the Institute who has been dismissed, removed or suspended is reinstated, the authority competent to order the re-instatement shall consider and make a specific order:-
 - (a) regarding the pay and allowances to be paid to the member of the staff of the Institute for the period of his absence from duty; and
 - (b) whether or not the said period shall be treated as a period spent on duty.
- (ii) Where such competent authority holds that the member of the staff of the Institute has been fully exonerated, or in the case of suspension, that it was wholly unjustified, the member of the staff of the Institute shall be given the full pay to which he would have been entitled had he not been dismissed, removed or suspended, as the case may be, together with any allowance of which he was in receipt prior to his dismissal, removal or suspension.
- (iii) In other cases, the member of the staff of the Institute shall be given such proportion of such pay and allowances as such competent authority may prescribe.

Provided that the payment of allowances under clause (ii) or clause (iii) shall be subject to all other conditions under which such allowances are admissible.

- (iv) In cases falling under clause (ii) the period of absence from duty shall be treated as a period spent on duty for all purposes.
- (v) In cases falling under clause (iii) the period of absence from duty shall not be treated as a period spent on duty, unless such competent authority specifically directs that it shall be so treated for any specified purpose.
- (15) The employees of the Institute shall be entitled to travelling and daily allowances according to the scales laid down by the Board from time to time.
- (16) The employees of the Institute shall be entitled to reimbursement of medical expenses incurred on themselves and their families as set out in Schedule "A".
- (17) The employees of the Institute shall be governed by the Conduct Rules as laid down in Schedule "B".
- (18) It shall be for the Council to decide as to the class of employees of the Institute who shall be entitled to vacation.

Decision of the Council

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

Non-Vacation Staff : Director, Deputy Director, Registrar, Asst. Registrar, Accounts Officer, Stores Officer, Office Superintendent, Auditor, Estate Officer, Medical Officer, Scientific Officers, Research Assistants, Librarian, Deputy Librarian, Workshop Superintendent, Foreman, Mechanics, Overseers, Horticultural Assistant, Technical Assistants, Draughtsman, Physical Training Instructors, House Surgeon and other Medical Staff, Storekeepers, Steward, Chief Techno-Economic Officer, Senior Techno-Economic Officer, Techno-Economic Officer, Manager and Operational Staff of Computer Centre and other staff sanctioned by the Institute.

14. TERMS AND CONDITIONS OF SERVICE OF TEMPORARY EMPLOYEES

- (i) The service of a temporary employee shall be liable to termination at any time by notice in writing given either by the employee to the appointing authority, or by the appointing authority to the employee. The period of such notice shall be one month, unless otherwise agreed to by the Institute and the employee.
- (ii) The other terms and conditions of service of such employee shall be such as may be specified by the appointing authority in his letter of appointment.

15. APPOINTMENT ON CONTRACTS :

- (1) Notwithstanding anything contained in these Statutes, the Board may, in special circumstances, appoint an eminent person on contract for a period not exceeding five years, with a provision of renewal for further period, provided that every such appointment and the terms thereof shall be subject to the prior approval of the Visitor.
- (2) Subject to the provisions contained in the Act, the Board may appoint any person on contract in the prescribed scales of pay and on the terms and conditions applicable to the relevant post for a period not exceeding five years with a provision of renewal for further period. For making such appointments, the Chairman may, at his discretion, constitute such ad hoc Selection Committees, as the circumstances of each case may require.
- (3) Notwithstanding anything contained in these Statutes, the Council may appoint an eminent person as Director on contract for a period not exceeding five years, with a provision for renewal for further periods provided that every such appointment and terms thereof shall be subject to the prior approval of the Visitor.

16. CONTRIBUTORY PROVIDENT FUND

- (1) A compulsory Contributory Provident Fund shall be constituted, maintained and administered for the employees

of the Institute in accordance with the provisions set out in Schedule 'C'. All accumulations of the subscribers in the Contributory Provident Fund, maintained for the benefit of the employees of the Institute immediately before the commencement of these Statutes, shall stand transferred to the Compulsory Provident Fund constituted under the Statute and shall be credited to the accounts of the employees entitled thereto in the Fund so constituted. A subscriber shall contribute to the Fund so constituted an amount not less than 8-1/3% of his emoluments but the contribution of the Institute to the said Fund shall be limited to 8-1/3% of the emoluments of the subscriber.

- (2) SUBJECT to the provisions contained in Schedule 'C', all permanent employees of the Institute who are appointed either for the first time or re-appointed on or after the 1st April 1962, but not after the 1st January 1971, and who have not otherwise exercised an option to join the Contributory Provident Fund-cum-Gratuity Scheme referred to in Statute 16-A or the General Provident Fund-cum-Pension-cum-Gratuity Scheme referred to in Statute 16-B shall join the Contributory Provident Fund.
- (3) No employee of the Institute whose services in the Institute entitle him to a pension and gratuity, or on whose account the Institute contributes towards pension, or who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Provident fund shall be entitled to the benefits of the Contributory Provident Fund.
- (4) Save as otherwise provided in Statute 16-A or 16-B, in the case of an employee leaving the Institute of Central University to join any of the other Institutes or any Central University his accumulation in the contributory provident fund shall be transferred to the Institute or, as the case may be, the University he joins.

16-A CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY SCHEME

(1) Every employee of the Institute, -

- (i) who is referred to in clause (2) of Statute 16, or
- (ii) who holds an appointment on a temporary basis but is subscribing or is required to subscribe to the Contributory Provident Fund in terms of sub-paragraph (2A) of Schedule C, or
- (iii) who may be appointed either for the first time or re-appointed on or after the 1st January 1971, may exercise an option to join the Contributory Provident Fund-cum-Gratuity Scheme sponsored by the Institute for the benefit of its employees:

Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Contributory Provident Fund or who has exercised an option for the General Provident Fund-cum-Pension-cum-Gratuity Scheme referred to in Statute 16-B.

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

- (i) in case of an employee referred to in sub-clause (i) or (ii) within a period of three months from the 1st January 1971 and
- (ii) in case of an employee referred to in sub-clause (iii), within a period of three months from the date of completion of one year's temporary continuous service or confirmation whichever is earlier;

(3) On receipt of such option from any of the employees referred to in sub-clause (i) or (ii), all accumulations of any such employee in the Contributory Provident Fund maintained for the benefit of the employees of the Institute immediately before such option was exercised shall stand transferred to the new Contributory Provident Fund less one-third percent

of the contribution of the Institute, together with interest thereon which shall revert to the Institute and be credited to its fund.

(3A) (a) Every employee of the Institute -

- (i) who is governed by Statute 16 or who has exercised an option under sub-statutes (1) and (2) of Statute 16B or
- (ii) who may be appointed either for the first time or reappointed on or after the 1-7-1977 may exercise an option to join the contributory Provident Fund-cum-gratuity scheme sponsored by the Institute for the benefit of its employees;

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

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

On receipt of such option from any of the employees referred to in sub clause (i) or (ii) of clause (a) all accumulations of any such employees in the CPF, or GPF-cum-pension-cum-gratuity schemes, maintained for the benefit of the employees of the Institute immediately before such option was exercised, shall stand transferred to the contributory provident fund less one third percent of the contribution of the Institute together with, interest thereon from contributory Provident fund of those governed by Statute 16 shall revert to the Institute and be credited to its fund.

(4) Any such employee shall contribute to the fund so constituted an amount not less than eight and one third per

cent of his emoluments but the contribution of the Institute to the said fund shall be restricted to eight per cent of his emoluments.

- (5) Any such employee shall, in addition, be also entitled to gratuity, equal to one-fourth of his emoluments for each completed six-monthly period of service subject to a maximum of sixteen and a half times the emoluments or rupees thirty four thousand whichever is less.
- (6) Any such employee leaving the Institute or Central University to join any of the other Institutes or any Central University shall join the corresponding scheme of the new Institute or, as the case may be, the University and his accumulations in the fund shall be transferred to the corresponding fund of new Institute or University.
- (7) The liability of total gratuity ultimately payable to any such employee shall be distributed between the Institutes in proportion to the length of qualifying service at each Institute.
- (8) Save as otherwise provided in this Statute, in all other respects the provisions as contained in the Schedule E to these Statutes shall be applicable for the purposes of this scheme.

16-B. GENERAL PROVIDENT FUND-CUM-PENSION-CUM-GRATUITY SCHEME

- (1) Every employee of the Institute; -
 - (i) who is referred to in clause (2) of Statute 16; or
 - (ii) who holds an appointment on a temporary basis, but is subscribing or is required to subscribe to the Contributory Provident Fund in terms of sub-paragraph (2A) of Schedule C; or
 - (iii) who may be appointed either for the first time or re-appointed on or after 1st January 1971 may exercise an option to join the General Provident Fund-cum-Pension-cum-Gratuity scheme, sponsored by the Institute for the benefit of its employees;

Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Contributory Provident Fund scheme or who has exercised an option for the Contributory Provident Fund-cum-Gratuity Scheme referred to in Statute 16-A.

- (2) Any such option shall be exercised in Form I prescribed for the purpose in Appendix I to Schedule F, -
 - (i) in case of an employee referred to in sub-clause (i) or (ii) within a period of three months from the 1st January 1971 and
 - (ii) in case of an employee referred to in sub-clause (iii), within a period of three months from the date of completion of one year's temporary service or confirmation whichever is earlier;
- (3) On receipt of such option from any of the employees referred to in sub-clause (i) or (ii), the amount of the contribution of the Institute with interest thereon standing on the credit of the employee in the Contributory Provident Fund shall revert to the Institute and be credited to its fund and the amount of the employee's own contribution to the Contributory Provident Fund after adjustment of advances, if any, taken from the said fund, shall, together with interest thereon, be maintained as his contribution to General Provident Fund to be opened by the Institute for the purpose

- (3A) (a) Every employee of the Institute -
 - (i) who is governed by Statute 16 or who has exercised an option under sub-statutes (1) and (2) of Statute 16A or
 - (ii) who may be appointed either for the first time or re-appointed on or after 1-7-1977 may exercise an option to join the General Provident Fund-cum-pension-cum-gratuity scheme sponsored by the Institute for the benefit of the employees;

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

- (b) Any such option shall be exercised in form I prescribed for the purpose in Appendix I to Schedule F within a period of three months from the date of issue of this notification and any such option once exercised shall be final.
- (c) On receipt of such option from any of the employees referred to in sub clause (i) or (ii) of clause (a) the amount of the contribution of the Institute with interest thereon standing to the credit of the employee in the CPF or GPF-cum-gratuity scheme shall revert to the Institute and be credited to its fund and the amount of the employee's own contribution to the CPF or GPF-cum-gratuity after adjustment of advance if any, taken from the said fund, shall together with interest thereon, be maintained as his contribution to the GPF opened by the Institute for the purpose.
- (4) A permanent employee or an employee referred to in sub-clause (ii) of clause (1) who has retired or retires with the Contributory Provident Fund benefits on or after the 1st April 1970, but before the 1st January 1971, shall be granted the benefit of the General Provident Fund-cum-Pension-cum-Gratuity Scheme, if he exercises an option in Form II prescribed for the purpose in Appendix I to Schedule F within three months from the 1st January 1971, the contribution of the Institute to his Provident Fund together with interest thereon, if already paid, being adjusted against the Death-cum-Retirement Gratuity admissible to him under the said Scheme and the balance, if any, being refunded to the Institute in cash.
- (5) Any such employee shall, in addition, be also entitled to gratuity, equal to one-fourth of his emoluments for each completed six monthly period of service subject to a maximum of sixteen and a half times the emoluments or rupees thirty four thousand whichever is less.

- (6) Any such employee leaving the Institute to join any of the other Institute incorporated under the Act shall join the corresponding Scheme of the new Institute and his accumulations in the fund shall be transferred to the corresponding fund of the new Institute.
- (7) The liability of total gratuity and pension ultimately payable to such an employee shall be distributed between the Institute or University in proportion to the length of qualifying service at each Institute or the Institute and the University.
- (8) Save as otherwise provided in this Statute in all other respects the provisions as contained in Schedule F to these Statutes shall be applicable for the purpose of this scheme;

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

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

17. VACATION AND LEAVE

- (1) Employees of the Institute shall be entitled to vacation and leave as laid down in Schedule 'D'.
- (2) The amount of accumulated leave to the credit of a member of the staff in the service of the Institute immediately before the 1st April 1962 shall become available to him after the date subject to the prescribed limit of leave.
- (3) When an employee joins the Institute or Central University from any of the other Institutes or any Central University the leave to his credit on the date immediately before the date of such joining shall be carried forward and credited to his leave account in the Institute or Central University which he joins subject to the prescribed limit of accumulation of leave.

18. RESIDENTIAL ACCOMMODATION FOR STAFF

(1) Every employee of the Institute may be allotted an unfurnished house within the campus of the Institute for residential use, if available, in which he shall be required to reside, subject to such conditions as may be laid down by the Board.

(2) (a) An employee of the Institute who has been allotted house for residential use, shall be charged licence fee at the rate of ten per cent of his total emoluments or six per cent per annum of the capital cost (including municipal charges) of the house occupied by him, whichever is less;

Provided that in respect of an employee who draws pay in the revised scale of pay, and whose emoluments are below Rs.440/- per mensem, the licence fee shall be recovered at the rate of seven and a half per cent of his total emoluments or six per cent per annum of the capital cost (including municipal charges) of the house occupied by him, whichever is less.

Provided further that in respect of an employee whose total emoluments are not less than Rs.440/- per mensem in the revised scale of pay, the net emoluments after deduction of licence fee shall not be less than Rs.421.55.

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

(3) The Board may allot, furnished or unfurnished accommodation without levying any licence fee or levying such fee at concessional rates to any category of staff, if it considers it necessary to do so in the interest of the Institute.

Explanation:- For the purpose of this Statute the expression 'allot' means to grant a licence to an employee of the Institute to occupy a house or a portion thereof, owned or leased by the Institute, for use by him as residence.

19. DEPARTMENTS

The Institute shall have the following Departments:-

- (a) Applied Mechanics
- (b) Aerospace Engineering
- (c) Biotechnology
- (d) Chemical Engineering
- (e) Chemistry
- (f) Civil Engineering
- (g) Computer Science & Engineering
- (h) Electrical Engineering
- (i) Engineering Design
- (j) Humanities and Social Sciences
- (k) Management Studies
- (l) Mathematics
- (m) Mechanical Engineering
- (n) Metallurgical & Materials Engineering
- (o) Physics
- (p) Ocean Engineering

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

20. HEAD OF A DEPARTMENT

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

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

- (2) The Head of a Department shall be responsible for the entire working of the Department subject to the general control of the Director.
- (3) It shall be the duty of the Head of a Department to see that the decisions of the authorities of the Institute and of the Director are faithfully carried out. He shall perform such other duties as may be assigned to him by the Director.

21. INSTITUTION OF FELLOWSHIPS, SCHOLARSHIPS, EXHIBITIONS, MEDALS AND PRIZES

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

- (1) Scholarships of the value of Rs.75 per mensem each will be awarded to 25% of the students admitted to the under-graduate courses and post-graduate courses in Science leading to Master's degree in accordance with the provisions made in the Ordinances in this behalf.
- (2) (a) All scholarships awarded by the Institute in the under-graduate courses and post-graduate courses in Science leading to Master's degree shall carry the privilege of free tuition.
- (b) A further 10% of the total number of students admitted to the under-graduate courses and post-graduate courses in Science leading to Master's degree will be awarded free studentship on consideration of means alone.

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

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

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

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

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

- | | | |
|---------|--|--------------------------|
| (a) | Research workers in Engineering and Technological subjects, provided the scholars have successfully completed a Master's degree in Engineering / Technology of two years' duration or have spent 2 years in study / research approved by the Institute after obtaining a Bachelor's Degree in Engineering / Technology and have been registered by the Institute for Ph.D. degree. | Rs. 400
per
mensem |
| (b) (i) | Research workers in Science and other subjects, provided the scholars have had a Master's degree in the appropriate field | Rs. 300
per
mensem |
| (ii) | Research workers in Engineering and Technological subjects, provided the scholars have had a Bachelor's degree in Engineering/Technology. | Rs. 300
per
mensem |

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

- (6) Post-Doctoral Fellowship of the value of Rs.500/- p.m. shall be awarded to research fellow for the duration of their work at the Institute.

The award shall be made in accordance with the provisions made in the Ordinances and shall be subject to such conditions as may be laid down therein.

- (7) The Board may, on the recommendation of the Senate, Institute such exhibition, medals and prizes as it considers desirable. The awards shall be made in accordance with the provisions made in this behalf.

22. FEES

- (1) The Institute shall charge the fees as may be prescribed by the IITs Council from time to time.
- (2) Where the fee for a Programme/Course/Item has not been prescribed by the IITs Council, the same will be as prescribed by the Board.

The recovery of security deposit from research scholars and fellows may be waived by the Director in special cases, subject to the production of surety from a responsible permanent employee of the Institute or Government.

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

If a student, scholar or a fellow fails to deposit his dues by the dates notified, he shall be liable to pay a delay fine of Re.1 provided he clears his dues before the end of the month in which the dues were payable and a fine of Rs.5 if he clears the dues by the 15th of the following month. The students name be struck off after this date and he may be readmitted on payment of readmission fee and no delay fine be charged.

The Director may waive the recovery of delay fines and re-admission fees in deserving cases. He may also delegate

this authority to the Registrar and prescribe such condition as he may consider necessary for the purpose.

- (3) All fees and deposits are required to be paid in cash, by crossed postal orders, by crossed bank drafts or by crossed cheques on the State Bank of India. Dues of the Institute may also be paid by money order, the date of remittance being regarded as the date of payment.

23. HALLS AND HOSTELS

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

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

- (2) Every resident in the Halls and Hostels shall conform to the rules laid down by the Senate for the purpose.
- (3) For each Hall of Residence there shall be a Warden and such number of Assistant Wardens and other staff as may be determined by the Board from time to time.
- (4) The offices of Warden and Assistant Warden shall be held by the members of the Academic Staff of the Institute. The appointments shall be made by the Director.
- (5) Wardens and Assistant Wardens shall be entitled to rent-free unfurnished quarters corresponding to the type of quarters to which they are normally entitled as teachers of the Institute. In addition, they shall be paid an allowance of Rs.50 per mensem, provided that in case a Professor is appointed as Warden, he shall not be entitled to receive any allowance.

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

24. CONFERMENT OF HONORARY DEGREES

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

SCHEDULE A

Contract of Services

See Statute 7(3) (9(3) in case of Kharagpur)

An AGREEMENT for service made thisdate of One thousand nine hundred between (hereinafter called the appointee of the One part And the Indian Technology Kharagpur / Bombay / Madras / Kanpur / Delhi, incorporated under the Institutes of Technology Act, 1961 (Act, 59 of 1961) as amended by the Institutes of Technology (Amendment) Act 1963 (Act 29 of 1963) (hereinafter called the Institute).

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

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

IFTM
206th

Meeting of
the BoG –
30.07.2010

Resolution
20 / 2010

2. Sl. No.(2) of Contract of Service, in Schedule 'A' of the Statutes : (for Directors)

"The appointee shall be on service under the agreement for a period of years with effect from, that is, date of joining the post. Provided that if the appointee on conclusion of the period of service mentioned above is below the 70 years of age, his / her service shall continue till the 30th June of the academic year in which the appointee concludes the said period of service or till he / she attains the age of 70 years, whichever is earlier".

- (3) The appointee shall be the Principal academic and Executive officer of the Institute and serve the Institute as the whole time Director of the Institute with power and duties provided in the said Act and Statutes.

- (4) The appointee shall devote his whole time to the services of the Institute and will be subject to the Conduct Rules and other provisions of the said Act and the Statutes. Any information obtained by appointee during or in connection with his service and the work upon which he is engaged shall be treated as secret and confidential and appointee shall be deemed in all respects, to be subject to the Indian Officials Secrets Act, 1923 as amended from time to time.
- (5) During the period of his service except in respect of any period of suspension and also of any period of leave without pay, the appointee shall be entitled subject to the Indian Income Tax to an initial pay of Rs.....in the scale of..... provided that if any time the appointee proceeds on deputation out of India his pay and allowances during the period of his deputation will be such as may be decided by the Board of Governors. In addition, the appointee shall draw allowances like Dearness Allowance, City Compensatory Allowance etc. as may be admissible from time to time as per rules of the Institute.
- (6) During his service under these presents the appointee shall subscribe to the Contributory Provident Fund-cum-Gratuity of the Institute according to the provisions made in the Statutes and subject to such modifications in these provisions as may be made from time to time and shall also be entitled to the contribution of the Institute as admissible to the permanent confirmed employees as per the Statutes. In the event of the appointee being employer of any other IIT, and enjoying the benefits either under C.P.F.-cum-Gratuity Scheme, or G.P.Fund-cum-Pension-cum-Gratuity Scheme, he shall join the corresponding scheme of the Institute with transfer of this accumulations as admissible under the Statutes. In case the appointee is the employee of the Institute he shall continue to be governed by the Contributory-Provident Fund-cum-Gratuity Scheme or General Provident fund-cum-Pension-cum-Gratuity Scheme as immediately prior to this contract appointment and shall be entitled to benefits of the scheme for the period of his service under this contract like other permanent employee of the Institute as per the Statutes.
- (7) Notwithstanding anything hereinbefore contained the appointee shall unless otherwise decided by the Institute be entitled to receive the whole or in part as may be determined by the

Institute the benefits of any improvements in the revision of scale of pay and in retirement benefits that may be effected by the Institute subject to the date of these presents in the terms and conditions of the service of members of the branch of Institute service to which he may for the time being belong, and the decision of the Institute in respect of such improvement in the terms and conditions of their service of appointee shall operate so as to modify to that extent the provisions of these presents.

- (8) The appointee shall be entitled to leave as admissible to permanent non-vacation employees of the Institute under the Statutes.
- (9) The appointee shall be entitled to furnished rent free accommodation in the Campus of the Institute as may be sanctioned by the Board of Governors of the Institute.
- (10) The appointee shall be eligible for privilege in relation to medical attendance and treatment as provided for in the Statutes.
- (11) The appointee shall be paid travelling expenses for joining the Institute as admissible to an officer of the central Government of equivalent rank under the Transfer T.A. Rules of the Central Government deeming the appointment of the appointee as on transfer in the public interest. If the appointee is required to travel in the interests of Institute work, he shall be entitled to travelling allowance on the scale provided for in the T.A. Rules of the Institute in force from time to time. Similarly, the appointee shall be entitled to leave travel concession for visiting his home town as per the Rules of the Institute.
- (12) Any amount received by the appointee from books and articles published by him at his cost shall be left to him as an encouragement for continuing his work in that line. He would also be allowed to do consultancy and retain benefits of the same as per rules laid down by the Board from time to time.
- (13) The services of appointee may during the period of contract, be terminated by the Institute at any time by three calendar months notice in writing given at any time during service under this contract without any cause assigned. Provided always the Institute may in lieu of the notice herein provided to give the appointee a sum equivalent to the amount of his basic pay for

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

- (14) The appointee will be allowed the status of professor ofto take part in teaching and research in the Department of Subject to his convenience.
- (15) In respect of any matter for which no provision has been made in this agreement the appointee will be governed by the said Institute of Technology Act 1961 or any modifications thereof for the time being in force and the Statutes made there-under for the time being in force.

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

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

Chairman,
Board of Governors
Indian Institute of Technology,

In the presence of

Signature of Witnesses with addresses

Signed and delivered by the said appointee

Director
I.I.T.,

In the presence of

Signature of witnesses with addresses

SCHEDULE B

Conduct Rules

(See Statute 13 (17))

1. APPLICATION

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

2. DEFINITIONS

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

- (a) 'Competent authority' means
- (i) 'The Board of Governors' in the case of the Director
 - (ii) 'The Director' in the case of all other employees.
- (b) 'Members of the family', in relation to an employee, includes-
- (i) the wife, child or step-child of such employee residing with and dependent on him and in relation to an employee who is a woman, the husband residing with and dependent on her, and
 - (ii) any other person related, whether by blood or by marriage, to the employee or to such employee's wife or husband wholly dependent on such Institute employee, but does not include a wife or husband legally separated from the employee, or child or step-child who is no longer in any way dependent upon him or her, or whose custody the employee has been deprived of by law.
- (c) 'Service' means service under the Institute.

3. GENERAL

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

- (b) An employee should, at all times, be courteous in his dealing with other members of the staff, students and members of the public.
- (c) Unless otherwise stated specifically in the terms of appointment, every employee is a whole-time employee of the Institute, and may be called upon to perform such duties, as may be assigned to him by the competent authority, beyond scheduled working hours and on closed holidays and Sundays. These duties shall, inter alia, include attendance at meetings of Committees to which he may be appointed by the Institute.
- (d) An employee shall be required to observe the Scheduled hours of work, during which he must be present at the place of his duty.
- (e) Except for valid reasons and/or unforeseen contingencies, no employee shall be absent from duty without prior permission.
- (f) No employee shall leave station, except with the previous permission of proper authority, even during leave or vacation.
- (g) Whenever leaving the station, an employee shall inform the Head of the Department to which he is attached, or the Director, if he is himself the Head of a Department, the address where he would be available during the period of his absence from station.

4. TAKING PART IN POLITICS AND ELECTIONS

- (i) No employee shall take part in politics or be associated with any party or organisation which takes part in political activity, nor shall he subscribe in aid or assist in any manner any political movement or activity.
- (ii) No employee shall canvass or otherwise interfere or use his influence in connection with or take part in any manner any political movement or activity.

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

5. CONNECTION WITH PRESS, OR RADIO OR PATENTS

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

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

NOTE:- Subject to the restrictions noted below, members of the staff are at liberty, without any sanction as contemplated in paragraph 5(2) above, to publish their original scientific works in journals of repute in India and abroad. If, however, they wish to indicate their official designations in the articles they want to publish, previous sanction of the competent authority will be necessary.

Such articles must be strictly confined to purely scientific subjects and should not touch upon administrative matters. They shall be free from all political tinge.

Publication of articles relating to India's boundary areas and the tribal population in such areas is prohibited without previous permission of the competent authority.

6. CRITICISM OF THE INSTITUTE

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

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

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

7. EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY

- (1) Save as provided in sub-paragraph (3) below, no employee shall, except with the previous sanction of the competent authority give evidence in connection with any inquiry conducted by any person, Committee or authority.
- (2) Where any sanction has been accorded under sub-paragraph no employee giving such evidence shall criticize the policy or any of the Institute or the Central Government or any State Government.
- (3) Nothing in this paragraph shall apply to –
 - (a) evidence given at any inquiry before any authority appointed by the Institute, by Parliament or by a State Legislature: or
 - (b) evidence given in any judicial inquiry; or
 - (c) evidence given at any departmental inquiry ordered by the Institute authorities.

8. UNAUTHORISED COMMUNICATION OF INFORMATION

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

9. GIFTS

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

10. PRIVATE TRADE OR EMPLOYMENT

No employee shall, except with the previous permission of the competent authority, engage, directly or indirectly, in any trade or business or any private tuition or undertake any employment outside his official assignments.

Provided that the above restrictions shall not apply to academic work and consultative practice undertaken with the prior permission of the competent authority which may be given subject to such condition as regards the acceptance of remuneration as may be laid down by the Board.

11. INVESTMENTS, LENDING & BORROWING

- (1) No employee shall speculate in any business nor shall he made or permit his wife or any member of his family to make, any investment likely to embarrass or influence him in the discharge of his official duties.
- (2) No employee shall lend money at interest to any person nor shall he borrow money from any person with whom he is likely to have official dealings.

12. INSOLVENCY, HABITUAL INDEBTEDNESS AND CRIMINAL PROCEEDINGS

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

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

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

13. MOVABLE, IMMOVABLE AND VALUABLE PROPERTY

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

14. VINDICATION OF ACTS AND CHARACTER OF EMPLOYEES

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

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

15. MARRIAGES, ETC.

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

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

16. REPRESENTATIONS

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

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

17. PUNISHMENT, APPEALS, ETC.

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

18. INTERPRETATION

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

SCHEDULE D
Leave Provisions
(See Statute 17 (i))

1. APPLICABILITY

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

2. DEFINITIONS

In this Schedule, unless the context otherwise requires:

- (a) "commuted Leave" means leave as provided under paragraph 17.
- (b) "Completed years of service" means continuous service of the specified duration under the Institute and includes periods spent on duty as well as on deputation and extraordinary leave.
- (c) "Earned leave" means leave earned in respect of periods spent on duty.
- (d) "Half-pay Leave" means leave earned in respect of completed years of service calculated according to the provisions hereinafter contained.
- (e) "Leave" includes earned leave, half-pay leave, commuted leave, leave not due and extraordinary leave.
- (f) 'Sabbatical Leave' means leave granted to any member of the Academic staff referred to in clause (a) of Statute 11 for any of the objects mentioned in paragraph 21-C.

3. RIGHT OF LEAVE

Leave cannot be claimed as of right, and when the exigencies so demand, leave of any description may be refused or revoked by the authority empowered to sanction the leave.

4. AUTHORITY EMPOWERED TO SANCTION LEAVE

- (1) Applications for leave shall be addressed to the Board by the Director and to the Director by the other members of the staff.
- (2) Leave may be sanctioned by the Director or by a member of the staff to whom the power has been delegated by the Director.
- (3) The Board may sanction leave to the Director, but the Director can avail himself of casual leave on his own authority.

5. COMMENCEMENT AND TERMINATION OF LEAVE

- (1) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day preceding the one on which duty is resumed.
- (2) Sundays and other holidays or the vacation may be prefixed as well as suffixed to leave, subject to any limit of absence on leave prescribed under each category of leave.

6. COMBINATION OF LEAVE

Except as otherwise provided in this Schedule, any kind of leave under these provisions may be granted in combination with or in continuation of any other kind of leave, subject to any limit on the aggregate period of absence as may be prescribed in such cases.

7. GRANT OF LEAVE BEYOND THE DATE OF RETIREMENT AND IN THE EVENT OF RESIGNATION

- (1) No leave shall be granted beyond the date on which a member of the staff must compulsorily retire.

Provided that the authority empowered to grant leave may allow any member of the staff who had been denied earned leave, in whole or in part, on account of the exigencies of service, the whole or any portion of the earned leave so denied, even though

it extends to a date beyond the date on which such member of the staff must compulsorily retire.

Provided further that a member of the staff whose service has been extended in the interest of public service beyond the date of his compulsory retirement, may be granted earned leave as under.

- (i) during the period of extension any earned leave due in respect of the period of such extension, and to the extent necessary, the earned leave which would have been granted to him under the preceding provisos, had he retired on the date of compulsory retirement;
- (ii) after the expiry of the period of extension:
 - (a) the earned leave which could have been granted to him under the preceding provisos, had he retired on the date of compulsory retirement, diminished by the amount of such leave as availed of during the period of extension; and
 - (b) any leave earned during the period of extension as has been formally applied for as preparatory to final cessation of his duties in sufficient time during the period of extension and refused to him on account of the exigencies of public service;
- (iii) in determining the amount of earned leave due during the period of extension, the earned leave, if any, admissible under the preceding provisos shall be taken into account.

NOTE: For the purpose of this paragraph, a member of the staff may be deemed to have been denied leave only if a sufficient time before the date on which he must compulsorily retire, or the date on which his duties finally cease, he has either formally applied for leave and been refused it, on the ground of the exigencies of service or has ascertained in writing the sanctioning authority that leave, if applied for, should not be granted on the ground aforesaid.

- (2) If any employee of the Institute resigns, he shall not be granted either prior or subsequent to his resignation, any

leave due to his credit. Provided that the Director, may, in any case, grant leave to an employee prior to his resignation if, in the opinion of the Director, the circumstances of the case justify such grant of leave.

8. **CONVERSION OF ONE KIND OF LEAVE INTO ANOTHER KIND**

- (1) At the request of a member of the staff, the sanctioning authority may convert any kind of leave, including extraordinary leave, retrospectively, into leave of a different kind which may be admissible as on the day on which the member of staff proceeded on leave; but the member of the staff cannot claim such conversion as a matter of right.
- (2) If one kind of leave is converted into another, the amount of leave salary and allowances admissible shall be recalculated and the arrears of leave salary and allowances paid, or amounts overdrawn recovered, as the case may be.

9. **REJOINING OF DUTY ON RETURN FROM LEAVE ON MEDICAL GROUNDS**

A member of the staff who has been granted leave on medical certificate shall be required to produce a medical certificate of fitness before resuming duty.

10. **REJOINING OF DUTY BEFORE THE EXPIRY OF LEAVE**

Except with the permission of the authority which granted leave, no member of the staff on leave may return to duty before the expiry of the period of leave granted to him.

11. **GENERAL**

- (1) Leave should always be applied for and sanctioned before it is taken, except in cases of emergency and for satisfactory reasons.
- (2) Continuous temporary service, followed by permanent service without any break, shall be included in permanent service for the purpose of computation of leave.

12. KINDS OF LEAVE

The following kinds of leave shall be admissible to members of the staff:

- (a) Casual Leave
- (b) Special Casual Leave
- (c) Special Leave
- (d) Half-pay Leave
- (e) Commuted Leave
- (f) Earned Leave
- (g) Extraordinary Leave
- (h) Maternity Leave
- (i) Hospital Leave
- (j) Quarantine Leave
- (k) Leave Not Due
- (l) Sabbatical Leave

13. CASUAL LEAVE

- (1) Casual leave is not earned by duty. A member of the staff on casual leave is not treated as absent from duty and his pay is not intermitted. Casual leave cannot be claimed as of right and its grant is always subject to the exigencies of services and subject to a maximum of twelve days in the aggregate in a calendar year.
- (2) Casual leave may be granted at the discretion of the sanctioning authority, as and when occasion arises, provided that the total period of absence including Sundays and other holidays intervening prefixed or suffixed, shall not ordinarily exceed eight days at a time.

Sundays and holidays, whether intervening, prefixed or suffixed, shall not be counted as casual leave.

- (3) Casual leave cannot be combined with any other kind of leave.

14. SPECIAL CASUAL LEAVE

- (1) Special casual leave, not counting towards ordinary casual leave, may be granted to a member of the staff when he is
 - (i) summoned to serve as a juror or Assessor or to give evidence before a court of law as a witness in a civil or a criminal case in which his private interests are not at issue;
 - (ii) deputed to attend a reference library of other Institutes or conferences and scientific gatherings of learned and professional societies in the interest of the Institute;
 - (iii) required to be absent for any other purposes approved by the Board of Governors.
- (2) The period of such leave admissible in a year shall ordinarily not exceed fifteen days but should, however, be sufficient to cover the period of absence necessary. The conditions under which such leave will be granted will, if necessary, be laid down by the Board.

15. SPECIAL LEAVE

Members of the staff deputed for practical training in or out of India shall be entitled to special leave as may be determined by the Board in each case.

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

- (i) after the completion of six years' continuous service, or more, with the Institute:

- (ii) where he avails of special leave, after the completion of six years' service or more with the Institute after his return from such special leave;

But in any case such leave shall not exceed three times (inclusive of special leave in case such leave has been granted) during the entire service of such member.

16. HALF-PAY LEAVE

- (1) The half-pay leave admissible to a member of the staff in respect of each completed year of service shall be twenty days.
- (2) Half-pay leave may be granted to a member of the staff on medical certificate or on private affairs. No half-pay leave may be granted to a member of the staff in temporary appointment except on medical certificate.

Provided that in case of a temporary member of the staff, no half pay leave will be granted, unless the authority competent to sanction leave is ready to believe that the officer will return to duty on the expiry of leave, except in the case of an officer who has been declared completely and permanently incapacitated for further service by medical authorities.

17. COMMUTED LEAVE

- (1) Commuted leave not exceeding half the amount of half-pay leave may be granted on medical certificate to a member of the staff subject to the following conditions, namely:-
 - (a) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.
 - (b) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days, provided that no commuted leave may be granted under this provision, unless the authority competent to sanction leave has reason to believe that the officer will return to duty on its expiry.

- (2) Half pay leave upto a maximum of 180 days may be allowed to be commuted during the entire service where such leave is utilized for an approved course of study such as a course which is certified to be in public interest by the leave sanctioning authority.

18. EARNED LEAVE

Earned leave admissible to members of the vacation staff

- (1) During the period of one academic year, the period of vacation for an employee entitled to it will be sixty days.
- (2) In case such a member of the staff is required to remain on duty during the whole or any part of the vacation, he shall be eligible to the following amount of earned leave on full pay:-

Duration of duty during vacation	Eligibility to earned leave on full pay
Entire vacation	30 days
Part of vacation	$30 \times \frac{\text{No of days of vacation not availed of}}{\text{No of days of the entire vacation}}$

Earned leave admissible to members of the non-vacation staff

- (3) The earned leave admissible to a member of the staff other than vacation staff, shall be 30 days in a calendar years.
- (4) The leave account of every said permanent employee shall be credited with earned leave in advance in two installments of 15 days each on the first January and first July every year.
- (5) The leave at the credit of an employee at the close of the previous half year shall be carried forward to the next half year, subject to the condition that the leave so carried forward plus the credit for the half year do not exceed the maximum limit of 240 days.

Limits of accumulation and grant (applicable to all members of the staff)

- (6) A member of the staff shall cease to earn such leave when the earned leave amounts to 240 days.
- (7) The maximum amount of earned leave that can be granted to a member of the staff at a time shall be 120 days. Earned leave may be granted for a period exceeding 120 days, if the entire leave so granted or any portion thereof is spent outside India, Burma, Ceylon, Nepal and Pakistan, provided that when earned leave exceeding 120 days is so granted, the period of such leave spent within India, Burma, Ceylon, Nepal and Pakistan, shall not, in the aggregate, exceed 120 days.

19. EXTRAORDINARY LEAVE

- (1) Extraordinary leave shall always be without leave salary and may be granted when no other kind of leave is admissible, or when other leave being admissible, the member of the staff concerned specifically applied in writing for the grant of extraordinary leave.
- (2) The period of extraordinary leave shall not count for increment except when such leave is granted due to sickness on medical certificate or for prosecuting higher studies, provided that in case of any doubt whether the extraordinary leave taken was for prosecuting higher studies or not, the decision of the Chairman shall be final.
- (3) (a) Except in the case of a permanent employee, the duration of extraordinary leave on any one occasion shall not exceed the following limits:-

- (i) Three months.

NOTE: The power of commuting retrospectively periods of absence without leave into extraordinary leave is absolute and not subject to the conditions mentioned in (i) above.

- (ii) Six months, where the employee has completed three years continuous service on the date of expiry of the leave admissible to him under the rules, and his request for such leave is supported by a medical certificate.

- (iii) Eighteen months, where the employee is suffering from tuberculosis or leprosy and undergoing treatment in a recognized clinic or under a specialist.

- (b) Where an employee, other than a permanent employee, fails to resume duty on the expiry of the maximum amount of extraordinary leave granted to him, or where such an employee who was granted a lesser amount of extraordinary leave than the maximum amount admissible to him, remains absent from duty for any period which, together with the period of extraordinary leave granted to him, exceeds the limit up to which he could have been granted extraordinary leave under sub-rule (a), he shall, unless the Board, in view of the exceptional circumstances of the case, otherwise determines, be deemed to have resigned his appointment and shall cease to be in the Institute employ.

NOTE: The power of commuting retrospectively periods of absence without leave into extraordinary leave is absolute and not subject to the conditions mentioned in (i) above.

- (4) The authority empowered to grant leave may commute retrospectively the period of absence without leave into extraordinary leave.

20. MATERNITY LEAVE

- (1) (a) Maternity leave may be granted to a woman member of the staff on full pay for a period up to 90 days from the date of its commencement.
- (b) Maternity leave may also be granted on full pay in case of miscarriage including abortion, subject to the condition that the leave applied for does not exceed

six weeks and the application for leave is supported by Medical Certificate.

- (2) Maternity leave shall not be debited to the leave account.
- (3) Maternity leave shall may be combined with leave of any other kind except casual leave, but any leave applied for in continuation of maternity leave may be granted only if the application is supported by a medical certificate.

21. HOSPITAL LEAVE

- (i) Hospital leave may be granted to a member of the staff under medical treatment for illness or injury, if such illness or injury is directly due to risks incurred in the course of his official duty. This concession will be available to such members of the staff, the nature of whose duties exposes them to such illness or injury, and whose appointing authority is the Director.
- (ii) Hospital leave may be granted on leave salary, either average or half average, as the authority granting it may consider necessary.
- (iii) Members of staff eligible for Hospital leave will be entitled to such leave without any restriction on the quantum of leave and the leave can be granted for such period as is considered necessary by the authority competent to grant it.
- (iv) Hospital leave is not debited against the leave account and may be combined with any other leave which may be admissible, provided that the total period of leave after such combination shall not exceed twenty-eight months.

21-A QUARANTINE LEAVE

- (1) Quarantine leave is granted when a member of staff is precluded under orders of the competent medical authority from attending office in consequence of an infectious disease in his family or household. Such leave can be granted only on the certificate of a medical or public health officer. Maximum duration of quarantine leave is ordinarily twenty one days and may be extended up to thirty days in exceptional circumstances. Any absence beyond these limits has to be treated as regular leave. A member of

staff on quarantine leave is not treated as absent from duty and his pay is not interrupted.

- (2) Quarantine leave is not admissible if the member of staff member is suffering from an infectious disease.
- (3) Cholera, Small-pox, plaque, diphtheria, Typhus fever and Cerebrospinal Meningitis can be treated as infectious diseases for the grant of quarantine leave. In the case of Chicken-pox, however, no quarantine leave can be granted unless the Health Officer considers that in view of some doubt about the nature of the disease, there is reason for grant of such leave.

21-B LEAVE NOT DUE

- (1) Save as in the case of leave preparatory to retirement, leave not due may be granted to permanent members of staff both on medical certificate and on private affairs for a period not exceeding 360 days during his entire service, out of which not more than 180 days in all can be on private affairs.
- (2) Leave not due shall be granted to a member of staff only if the sanctioning authority is satisfied that there is reasonable chance of the member of staff returning to duty on expiry of leave and shall be limited to half-pay which he is likely to earn thereafter.
- (3) Leave not due is admissible when no other kind of leave is due and admissible.
- (4) A member of staff, while on leave not due, is entitled to the same leave salary as during half-pay leave.

21-C SABBATICAL LEAVE

- (1) Sabbatical leave may be granted for one or more of the following objects, namely:-
 - (a) to conduct research or advanced studies in India or abroad;
 - (b) to write text books, standard works and other literature;

- (c) to visit or work in industrial concerns and technical departments of Government to gain practical experience in their respective fields;
 - (d) to visit or work in a University, Industry of government research laboratories in India and abroad;
 - And
 - (e) any other purposes for the academic development of the staff member, as approved by the Board of governors.
- (2) The grant of sabbatical leave shall be subject to the following conditions, namely:-
- (a) the period of sabbatical leave shall not exceed one year at a time inclusive vacations, if any, but the Board may grant in addition any other leave upto a maximum of 120 days which the member might have earned during the service at the Institute;
 - (b) a member of the academic staff shall, during the period of sabbatical leave, be paid full salary and allowances as admissible under the normal rules but he shall not be entitled to any travelling allowance or any extra allowance in India or abroad;
 - (c) no substitute shall be appointed in the vacancy and his work shall be shared by the other members of the Faculty.
 - (d) a member of the academic staff shall not undertake during the period of sabbatical leave, any regular appointment under any other organization in India or abroad, he shall, however, be free to receive a scholarship or fellowship or bursary or any other ad hoc honorarium other than his regular employment;
 - (e) a member of the academic staff availing sabbatical leave shall furnish a bond in the prescribed form to serve the Institute for a minimum period of three years on return to duty.

22. VACATION AND LEAVE SALARY

- (1) An employee of the Institute entitled to vacation shall eligible for pay and allowances at full rates during the period of vacation.
- (2) (a) Except as provided in sub-para 22(2) (b) below, a member of staff on earned leave, is entitled to the leave salary equal to the average monthly pay drawn during the ten complete months immediately preceding the month in which the leave commences or the substantive pay to which he is entitled immediately before the commencement of the leave, whichever is greater.
- (b) A member of the staff who proceeds on earned leave shall be entitled to leave salary equal to the pay drawn immediately before proceeding on leave.
- (3) A member of staff on half-pay leave is entitled to leave salary equal to the half amount specified in sub-para (2) (a) or (2) (b) as the case may be subject to a maximum of Rs.750.00 provided that the limit will not apply if the leave is on medical certificate.
- (4) A member of the staff on commuted leave is entitled to leave salary equal to twice the amount admissible under sub-rule.

23. INCREMENT DURING LEAVE

If the increment falls during the leave other than casual leave, the effect of increase in pay shall be given the day following the date of expiry (last day) of the leave as such, without prejudice to the normal date of increment.

24. LIMIT OF TOTAL ABSENCE

A member of the staff ceases to be in the service of the Institute if he is continuously absent from duty for five years, whether with or without leave, unless such absence on foreign service in India.

25. CASH EQUIVALENT OF LEAVE SALARY IN CERTAIN CASES

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

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

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