

**HARYANA GOVERNMENT**  
**TECHNICAL EDUCATION DEPARTMENT**  
**NOTIFICATION**

The 1st February, 2006

**CHAPTER-1**

**CONSTITUTION OF BOARD OF MANAGEMENT OF  
AIDED POLYTECHNICS/INSTITUTIONS**

No.38/12/2005-4TE.-In pursuance of clause No.4 of the agreement for running and development of aided polytechnic/institute rule No.5 of the constitution of Board of Management and all other powers enabling it in that behalf of Board of Management of the institution hereby makes the following Bye-laws relating to courses covering under grant-in-aid.

**1. COMPOSITION OF THE BOARD OF MANAGEMENT OF AN AIDED POLYTECHNIC/INSTITUTION.**

The Governing Body shall have atleast 11 members including the Member-Secretary. The composition of the Board of Management shall be as under:-

President of the Society/Working Committee	Chairman
Three Nominated/Elected members of the Society <i>(including one member designated as General Secretary/ Manager / Treasurer of the Society/Institute. In case of Non-existence of such elected/nominated members, such members shall be nominated by the State Govt./DTE, Haryana)</i>	Member
One State Government Nominee	Member
One State Finance Department Nominee	Member
One representative from the AICTE (North West Regional Office)	Member
Director, Technical Education, Haryana or his nominee	Member
One Industrialist to be nominated by the Chairman of BOG	Member
One representative of the teaching staff by rotation for one year on seniority basis	Member
Principal of the Institution	Member-Secretary

## **2. TENURE OF THE BOARD OF MANAGEMENT**

The term of the office of the Board of Management shall be 3 years. It shall be reconstituted after every three years. Every member of the Board of Management including the President/Chairman except the Ex-officio Member-Secretary shall cease to be such member on the expiry of the three years period but shall be eligible for re-appointment or re-nomination as the case may be. Any member appointed during the term of office of the Board of Management shall be deemed to have been appointed only for the residual period of that term of the office of the Board of Management.

## **3. VACANCIES**

- a) Where a member of the Board of Management of Aided Polytechnic/ Institution is a member by virtue of the office he holds in the Governing Body of the Management of the Institution, his membership will be terminated when he ceases to hold that office.
- b) A member of the Board of Management of an aided Polytechnic/Institution shall cease to be member if he dies, resigns, becomes of unsound mind or he is adjudicated as an insolvent or he is convicted of a criminal offence involving moral turpitude.
- (c) All vacancies in the Board of Management from time to time shall be filled up by the authority which nominated, elected or appointed the member whose place falls vacant for the remaining term of the Board of Management.

## **4. PROCEEDINGS NOT INVALIDATED BY VACANCIES ETC.**

- a) No action or proceedings of the Board of Management shall be invalidated merely by reasons of the existence of a vacancy or vacancies among its members, provided the quorum is complete.
- b) The following circumstances cause a vacancy in the Board of Management.
  - 1) Death of Member
  - 2) Insanity/Unsound mind
  - 3) Migration from India
  - 4) Resignation of the Member
  - 5) Conviction of an offence involving moral turpitude.

## **5. POWER & FUNCTIONS OF THE BOARD OF MANAGEMENT**

The power & the function of the Board of Management shall be as under:-

- a) To prepare & execute detailed plan & programmes for the establishment & development of the institute and to carry out its Administration & Management including financial management.
- b) To receive, to have custody and to expend funds of the Institute and to manage properties of the Institute.
- c) To conduct courses of study & training in different branches of the Engineering, Non-Engineering, Technology & vocational as approved by The Director, Technical Education, Haryana/AICTE from time to time.
- d) To prescribe rules & regulations for admission to the Institute in accordance with the criterion prescribed by the Director Technical Education.
- e) To supervise the welfare, health & discipline of the students.
- f) To appoint, suspend or dismiss any member of the teaching or non-teaching staff of the institute as per provision contained in Security of Relevant service rules for the Aided Polytechnics/ Institutions.
- g) To take disciplinary action or impose penalties etc. on any member of staff of Institute in accordance with the provision contained in Security of Relevant service rules for the Aided Polytechnics/Institutions.
- h) To charge admission, tuition and other fees & dues from the students as prescribed by the Govt.
- i) To sue & defend all legal proceedings on behalf of the Institute.
- j) To co-operate with other organization in the matter of education and training in Engineering and Non-Engineering courses.
- k) To make Bye-laws & Regulations for the purpose in connection with the Management of the Institute and for the furtherance of its objectives within the scope of agreement with the approval of Director Technical Education.
- l) To provide Provident Fund and other such funds for the benefit of the employees of the Institute with the approval of the State Govt.
- m) To consider the annual audited reports of the accounts of the institute for previous financial year and the Revised Budget estimates for the current year and budget estimates for the ensuing financial year.

- n) To exercise such other powers and perform such other function as may be necessary for the achievement of its objective as laid down in the agreement for proper discharge of the duties specifically assigned to it by these rules.
- o) The Board of Management of the Institute may constitute and appoint subcommittees as it thinks fit to enable it to discharge its function and may delegate any of its powers to any sub-committee by 2/3 vote of the member present & voting. But the Board of Management of the Institute shall have the power to revoke/restrain delegation of the sub-committee and even dissolve, suspend or re-constitute sub-committee and modify their powers when it deems necessary. The Chairman of Board of Management of the Institute shall be ex-officio Chairman of all such sub-committees unless otherwise specified.
- p) The Board of Management shall have power to amend, alter or repeal any of the rules approved by it provided that no rule shall be amended, altered or repealed unless the decision is taken by the majority of not less than 2/3 of the member of the Board of Management present.

## **6. MEETING OF THE BOARD OF MANAGEMENT**

- a) The ordinary meeting of the Board of Management of an Aided Polytechnic/Institution shall be called by the Member-Secretary in consultation with the Chairman and in the absence of the Member-Secretary by the Chairman whenever necessary.
- b) The Board of Management shall meet at least 3 times in a year.
- c) Special meeting shall be called by the Member-Secretary within one month of the receipt of a written request by atleast four members of the Board of Management.

## **7. NOTICE OF MEETING.**

- a) Not less than fifteen days notice shall be given for every meeting of Board of Management and in case of special meeting the Chairman may reduce the period of notice to seven days. A copy of agenda as well as minutes of every meeting shall be sent by the Member-Secretary of the Board of Management to the members and the Department. All proceedings of the meeting of the Board of Management shall be recorded in the Minutes Book and signed by the Member-Secretary and the Chairman.
- b) The notice shall contain the date, the time & place of meeting together with a copy of agenda to be taken up for consideration in the meeting.
- c) The agenda for each meeting shall be prepared by the Member-Secretary in consultation/approval of the Chairman.
- d) Notice of the meeting shall be sent to out station members by registered post/courier/speed post and to the local members through a peon book or a notice book. In emergent cases, the agenda items can be got approved through circulation.

## **8. BUSINESS TO BE TRANSACTED IN THE MEETING.**

- a) Ordinarily every business as per agenda will be transacted in a meeting of Board of Management of an aided Polytechnic for which the notice has been given but any item other than contained in agenda may also be taken up with the permission of the Chair.
- b) A matter once decided in the meeting of the Board of Management of an aided Polytechnic cannot be re-opened for re-consideration by the Board of Management within six months of its decision unless a written request is made for its reconsideration either at least by four members of the Board of Management of the Polytechnic or when the Chairman desires it.
- c) All records of the proceedings shall be maintained in Hindi/English.

## **9. QUORUM FOR MEETING**

Five members will constitute the quorum for the meeting of the Board of Management of the Institution provided that if a meeting is adjourned for want of quorum then the quorum will not be necessary for the adjourned meeting. The above quorum will necessarily constitute one member of the Society and the Director, Technical Education, Haryana or his nominee.

## **10. PRESIDING OFFICER**

Every meeting of the Board of Management of the Polytechnic shall be presided over by the Chairman and in his/her absence by any other member nominated by the Chairman amongst the three members nominated.

## **11. ALL DECISIONS TO BE MADE BY MAJORITY**

All decisions of the Board of Management of the Polytechnic will be made valid, if made by a majority of votes of the members present and voting. The Chairman will have a casting vote in case of a tie on a point. However, in case of financial matters, promotion, appointment, major punishment, dismissal, termination, compulsory retirement, ACP, EB etc., the approval of the Government / Department is needed .

## **12. POWER AND DUTIES OF THE OFFICE-BEARERS**

### **12.1. CHAIRMAN**

- a) The Chairman of the Board of Management shall preside over the meetings of the Board of Management of an aided Polytechnic, conduct its business, take votes if necessary and shall have discretion to determine the order in which the several matters in the agenda for meeting are to be taken up for consideration.

- b) He/she shall have the powers to call for any record from the Principal of the Institute.
- c) He/she shall perform such other duties & functions as may be entrusted to him/her from time to time by the Board of Management of the Institution.

#### **12.2. MEMBER SECRETARY**

- a) To call ordinary & special meetings of the Board of Management.
- b) To record & sign proceedings of the meetings and to circulate to the members of the Board of Management and to other quotes concerned.
- c) To take necessary action in pursuance of the decisions taken & resolutions passed at the meeting of the Board of Management.
- d) To exercise such other powers and perform such duties and functions as may be delegated to him by the Board of Management.
- e) He will maintain all records of the meetings of the Board of Management of the polytechnic and its sub-committees.

#### **12.3. THE PRINCIPAL**

- a) The Principal shall be Head of the Institute/ Office. He shall be responsible for the proper administration of the Polytechnic. He shall be answerable to Government / BOG with regard to academic / administrative / financial matters of the institute. All other members of the staff of the Institute shall be subordinate to him/her.
- b) The Principal shall have such powers and perform such other duties as may be delegated or assigned to him/her by the Board of Management/Director Technical Education or as laid down in the by-laws.

#### **12.4. THE GENERAL SECRETARY/ MANAGER/ TREASURER**

The Chairman/ Secretary/ Manager/ Treasurer shall operate the accounts of the Institute jointly with the Principal of the Institute. Secretary/ Manager/ Treasurer may be delegated with the powers/duties by the Board of Management/ Society for looking after the proper functioning of the institution.

#### **13. OPERATION OF ACCOUNTS**

- a) The Board of Management shall cause, true accounts to be kept of all financial transactions & of sums of money received and expended by the Board of Management and shall cause to maintain records of the receipts & expenses relating to such matters and of the assets and liabilities of the Institute.

- b) The Board of Management shall open accounts with Scheduled Banks.
  - c) The funds shall be utilized solely for the purpose for which these are sanctioned by the Govt./competent authority.
  - d) The Principal of the Institute shall retain maximum Rs.5000/- only in the cash chest for current expenses for the running of the Institute.
  - e) No payment out of the funds of the Institute shall be made except by cheques drawn jointly by the General Secretary / Manager/ Treasurer and the Principal of the Institute.
  - f) The account of the Institute shall be open to inspection & checking by the representative(s) of the Govt. of India / State Government/ Director Technical Education or audit.
  - g) Within two months after the close of financial year, the Principal of the Institute shall submit to the Director Technical Education /State Govt. and the Govt. of India, as the case may be, the audited accounts of income and expenditure on the Proforma prescribed by the State Govt. / Govt. of India every year.
  - h) The Principal of the Institute shall submit the Utilization Certificate on the Proforma prescribed by State Govt. in respect of recurring and non-recurring grants latest by 15<sup>th</sup> May of every financial year to the Director, Technical Education, Haryana.
  - i) The Principal of the Institute shall prepare and submit the budget estimates/ revised estimates to the Directorate of Technical Education, Haryana for every financial year by such date as prescribed by the Finance Department for the sanction by the State Govt./FD.
  - j) Chartered Accountant will be engaged to conduct audit of accounts of the Institute by the Chairman, Board of Management of the Institute.
- 14.** Notwithstanding anything to the contrary in these rules all previous actions taken by the State Govt. shall be deemed to have been taken by the Board of Management of the Institute.

**15. COMPOSITION OF VARIOUS COMMITTEES FOR AIDED POLYTECHNICS.**

**15.1. STAFF SELECTION COMMITTEE FOR SENIOR STAFF (LECTURER & ABOVE)**

- 1) The Chairman, Board of Management of the institution      Chairman  
or his nominee.
- 2) The Director, Technical Education, Haryana or his      Member  
nominee.

- |    |   |                    |
|----|---|--------------------|
| 3) | One representative of Northern Regional Committee of AICTE  | Member             |
| 4) | Two Experts out of panel to be prepared by BOG and approved by the Department of Technical Education, Haryana | Member             |
| 5) | One representative of B.O.M. (Gen. Secretary/ Manager/ Treasurer)   | Member             |
| 6) | The Principal of the Polytechnic  | Member & Secretary |

**15.2. STAFF SELECTION COMMITTEE FOR JUNIOR STAFF (BELOW LECTURER BOTH THE TEACHING & NON-TEACHING OTHER THAN CLASS-IV EMPLOYEES.**

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|----|--|------------------|
| 1) | The Chairman or his nominee  | Chairman         |
| 2) | One representative of Director, Technical Education, Haryana                 | Member           |
| 3) | One representative of the Management (General Secretary/ Manager/ Treasurer) | Member           |
| 4) | Concerned Head of Department or Workshop Supdt.                              | Member           |
| 5) | The Principal of the Polytechnic   | Member Secretary |

**15.3. COMMITTEES FOR ACADEMICS**

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|-----|---|----------|
| 1)  | The Principal of the Polytechnic                  | Chairman |
| 2.) | Representative of Director Technical Education    | Member   |
| 3.) | All Heads of Departments                          | Member   |
| 4.) | one Industrialist to be nominated by chairman BOG | Member   |

## **CHAPTER-2**

### **BYE-LAWS FOR THE HARYANA AFFILIATED POLYTECHNICS** **(SECURITY OF SERVICE) RULES**

#### **PART-I**

In pursuance of clause No 4 of the agreement for the running and development of the Aided Polytechnics/Institutions and Rule No.5 of the Constitution of the Board of Management and all other powers enabling it in that behalf, the Board of Management of the Institute hereby makes the following Bye-laws relating to courses covering under grant-in-aid.

#### **GENERAL**

1. Wherever any particular matter connected with the Institute is not covered by these Bye-laws or decisions taken by the Board from time to time, the rules of the Haryana State Govt. shall apply mutatis-mutandis, however, such application shall be reported to the Board in its next meeting.
2. These Bye-laws shall be deemed to have come into force from the date of the passing of the resolution by the Board of Management to this effect. Except when otherwise expressly provided, these Bye-laws shall apply to every person in the whole time employment of the Institute, other than a person so employed under the contingent establishment.
3. All things done, actions taken and decisions made prior to the introduction of these Bye-laws shall be deemed to have been done, taken and made under these Bye-laws as if these Bye-laws were in force on the date when such things were done, actions taken or decision made.
4. Where the Board is satisfied that the operation of any of these Bye-laws causes undue hardship in any particular case, the Board may dispense with

or relax the requirements of that Bye-laws to such extent with the approval of State Govt. and subject to conditions as it may consider necessary for dealing with the case or a class of cases in a just and equitable manner.

5. The Board reserves to itself the right to delegate its authority, under these bye-laws in such manner as it considers appropriate from time to time either in a particular case or class of cases and also to withdraw, modify or delete such delegation and Bye-laws, as may, from time to time, seem expedient, and to interpret them in case of any doubt that may arise, provided that the condition of service of an employee of the institute shall not be varied to his disadvantage after his appointment.
6. In these Bye-laws, unless the context otherwise required.
  - 6.1. 'Board' means the Board of Management of the Institute.
  - 6.2. 'Chairman' means the Chairman of the Board of Management of the Institute and includes such a member of the Board to whom authority of the Chairman under Bye-laws has been delegated by the Chairman with the approval of the Board.
  - 6.3. 'Competent Authority' means the Board of Management of the Institute and includes such officers or authority to whom the Board may delegate powers for all or any of the purposes of these bye-laws.
  - 6.4. 'Contingent staff' means the staff employed on temporary basis for short duration and paid out of the 'office contingencies'.
  - 6.5. 'Director' means the Director, Technical Education, Haryana.
  - 6.6. 'Government' means the Administrative department in Technical Education, Haryana.

- 6.7 'Group A, B C & D employees' means the staff which is defined as per relevant service rules of Technical Education Department, Haryana.
- 6.8 'Head of Department' means a person who is designated as Head of teaching Department of particular discipline of the Institute.
- 6.9 'Employee' means any person employed or appointed to any service or office or post in connection with the affairs of the institute but other than work-charged, daily rated, contingent staff and staff paid out of students fund.
- 6.10 'Institute means the Govt. Aided polytechnic/institute.
- 6.11. Manager/ General Secretary/ Treasurer, the person who has been delegated with the power by the Chairman, Board of Management to look after the proper functioning of the institute.
- 6.12. 'Principal' means the Principal of the Institute/ Polytechnic.
- 6.13. 'Service' means service in the institute under Grant-in-Aid.
- 6.14. 'Teaching Staff' means the staff as declared as such by Technical Education department.

## PART-II

### Recruitment of Service

1. The Service shall comprise all or any of the categories of posts shown in Appendix-A to these rules and approved by the Govt.. **Number of posts**
2. No person shall be appointed to the service by direct appointment who is less than 18 years of age and more than 40 years of age as per department relevant service rules. The age of superannuation will be 60 years. **Age**
3. Appointment to any post in the Service shall be made by the Board of Management after approval of Director Technical Education/ Govt. in the manner provided in rule 5. All Class-IV employees shall be appointed by the Principal, in the manner provided in the said rules. **Appointing authority**
4. No person shall be appointed to any post in the service unless he is in possession of qualifications, age and experience as laid down in the relevant Relevant service rules of Technical Education Department, Haryana. **Qualifications & Age**
5.
  - i) All posts under the Institute will be filled up according to relevant relevant service rules of Department of Technical Education, Haryana. **Method of recruitment**
  - ii) While making appointment, the reservation policy of the State Government notified from time to time shall be followed.
  - iii) The qualifications and requirements of the post(s) to be filled by advertisement for direct recruitment (except the post of the Principal), shall be advertised by the Principal in the two leading newspapers and applications received within the dates specified in the advertisement shall be considered by the Selection Committee or on its behalf, in such manner as it may specify. The vacancies

should also be notified to the local Employment Exchange for calling the candidates for interview.

- iv) The starting salary shall be offered to candidates selected within the pay scales sanctioned by Govt. However, increments, if any, can be granted by State Govt. on the recommendations of the Board on account of experience/past service.
- v) Employees appointed on deputation in the Institute who were holding permanent post in Govt. Departments/ autonomous organization may be allowed by the B.O.M. to retain their liens in their department/organizations till their confirmation in the Institute, for which purpose, the relevant rules of Haryana C.S.R.VOL.I, PART-I, concerning payment of leave salary, Pension /C.P.F./ E.P.F. contribution shall apply and vice versa and approval thereof will have to be obtained from Government.
- vi) The Principal shall co-opt two experts from the panel of experts approved by the Deptt. for each meeting of the Staff Selection Committee. The panel of experts as approved by the Deptt. to be reviewed every three years shall be maintained for this purpose. In the event of an expert expressing his inability at very short notice to attend the meeting of the Selection Committee, the Principal may, invite another expert in his place out of the approved panel and bring this to the notice of the Staff Selection Committee. In reporting appointments to the Board, the Principal shall invariably mention the names of the assessing expert(s)

- vii) In the interest of maintenance of efficiency of the Institute the Principal may make stop gap arrangements to teaching/non teaching posts as per State Govt. policy against the sanctioned vacant posts. All such appointments shall be reported to the Board in the next meeting.
  - viii) For any leave vacancy upto three months of the Principal, the Chairman shall make temporary arrangement as per Govt. instructions from time to time to carry on work of the Institute, without any monetary benefits.
  - ix) The Principal shall fill up Group 'D' posts as per policy of the State Govt. and relevant service rules of Department of Technical Education, Haryana.
  - x) No act or proceedings 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 atleast half of the members including the Chairman are present. But the presence of DTE, Haryana or his nominee and at least one subject expert is essential.
6. A candidate applying for a post under institute shall be charged application fees at the rates fixed by the Board. **Application fee**
  7. Subject to any special or general orders passed by the Board from time to time, candidates called for interview shall not be paid any TA/DA. **T.A. to candidates**
  8. Medical Fitness - every appointment shall be subject to the conditions as laid down in the relevant rules in C.S.R. Volume-I, Part-I. **Medical fitness**
  9. The Pay, Special Pay, DP, DA, CCA, HRA, Med. Allowance, Medical Reimbursement, Washing allowance, Conveyance allowance etc. of all the **Regulation of pay**

employees of the Institute shall be in accordance with the pay and allowances in similar posts in Technical Education Department, Haryana.

10. The conditions for regulating the probation and confirmation shall be applicable as laid down in Relevant service rules in Technical Education, Department on similar posts.

**Probation/  
confirmati  
on**

11. The appointing authority may terminate / dismiss the services of any employee with a notice of one month or one month salary in lieu thereof or as laid down in the appointment letter without assigning any reason during the period of probation or extended period of probation. However, concurrence of Govt. shall be taken before taking final action in the matter.

**Terminati  
on of  
service**

The appointing authority may terminate the services of any confirmed employee by giving three months notice or payment of three months salary in lieu thereof, if his retention in service is considered undesirable by such appointing authority, after issue and consideration of a show cause notice and after following prescribed procedure as laid down in Punishment & Appeal Rules, 1987. However, concurrence of Govt. shall be taken before taking final action in the matter.

- 11.1 Conversely, if any employee of the institute wishes to resign the service, he may do so by giving the appointing authority one month notice or one month salary in lieu of notice in case he is temporary employee and 3 months notice or three months salary in lieu of notice in case of confirmed employee. However, this condition is inclusive of other conditions already executed by the employee.

- 11.2 The service of an employee appointed on adhoc/contract basis, shall be liable to termination at any time without assigning any notice /reason.

**12. APPOINTING AUTHORITY:**

The appointing authority for different posts shall be as under:-

- i) Principal on behalf of the Board For all posts of Group 'D' as classified in Technical Education Department.
- ii) Chairman on behalf of the Board For all posts except Group 'D' as classified in Technical Education Department.

For posts mentioned above, an appointment letter will be issued by the appointing authority as soon as possible after the selection of the proposed employee by the Staff Selection Committee provided that the appointment is in order, on merit determined by the committee and the Board has not specified to the contrary in regard to the particular post or class of posts. However, the selection/merit list shall be valid for a period of six months. The Principal shall invariably report such appointments to the Board at the next meeting and copy of all appointments shall be sent to the Director, Technical Education, Haryana. The posts of Group 'A', 'B' & 'C' shall be filled up by direct recruitment or by promotion or by transfer as per notified rules of Technical Education Department, Haryana, with the approval of Government in case of Group 'A' & 'B' and with the approval of the DTE in case of Group 'C'.

13. The seniority of the employees shall be determined as per provision contained in Model service rules of the Chief Secretary, Haryana. **Seniority**

**14. VACATION/NON-VACATION STAFF:**

All teaching and other staff shall be treated as vacation staff as per classification laid down in C.S.R. or as decided by DTE, Haryana from time to time.

15. Candidates selected for training or higher studies may be required to serve the institute for a minimum period of 5 years and have to execute a legal bond to that effect with the approval of Director, Technical Education, Haryana at the time of proceeding on higher studies. The period of five years will be re-counted from the date of his re-joining the institution on return from higher studies and have to execute a legal bond to that effect.
16. Forwarding of applications of the employees of the Institute for appointment elsewhere will be governed by the following conditions:-
- 16.1 Applications of the employees of the Institute will be normally forwarded, but limited to two in a calendar year. However, on appointment he will be relieved on the fulfillment of conditions laid down in the appointment letter/bond.
- 16.2 Applications of an employee against whom disciplinary proceedings are pending or contemplated shall not be forwarded.
- 16.3 Forwarding of applications will not entitle the candidate to any absolute claim for relieving from the post at the institute automatically. He should be relieved at the end of the academic session. In exceptional cases, however, a candidate may be relieved earlier if this can be done without detriment to the interest of the institute.
- 16.4 Notwithstanding what has been said above the appointing authority reserves to itself the right to refuse to forward the application of any candidate, if such refusal is in the interest of the institute. Reasons shall be recorded for such refusal.
17. Any teaching Department of a particular discipline may be created by the Board from time to time with the approval of the Government.
- 17.1. The employee shall perform such duties and exercise such powers as may be assigned and delegated to him by the Principal. The Principal shall exercise such powers as may be delegated to him by the Board/Constitution/ Government.
- Execution of bond**
- Forwarding of applications**
- Organization of deptt.**

### PART-III

#### Pay, Allowances and Service Record

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|-----|---|---|
| 18. | The scale of pay and allowances of the employees shall be specified by the Government from time to time.  | <b>Scale of pay, dearness allowance and payment of salary</b> |
| 19. | The employees shall be governed by the leave rules as laid down in the CSR and other instructions issued by the Government from time to time.   | <b>Leave</b>  |
| 20. | If any employee is deputed by the Board of Management or Principal for the business of the institute, he shall be entitled to get travelling and daily allowance in accordance with the rules as are applicable from time to time to Government employee.   | <b>Travelling allowances etc.</b>                             |
| 21. | (i) For every employee a service book shall be maintained in such form as is prescribed for Government employee, personal file, and annual confidential reports and other important documents in relation thereto.  | <b>Maintenance of service book</b>                            |
|     | (ii) The ACRs of the employees shall be written in the proforma as laid down by the State Govt. The A.C.R. files shall be maintained and kept in the safe custody by the Principal who shall be responsible to produce the same before the Director or any other officer authorized by him if so required by him for inspection. The ACRs of the employees shall be written in the proforma as laid down by the State Govt. |   |

## PART-IV

### Conduct Rules

22. No employee shall engage directly or indirectly in any trade or business or undertake any other employment, except honorary work purely social or charitable nature or occasional work of literary artistic or scientific character subject to the condition that his official duties do not thereby suffer. He shall not undertake or shall discontinue such work if so directed by the Principal of his institute and in the case of the Principal, so directed by the Board of Management, provided that no permission shall be necessary for examination work of the State Board.
- Privately trade or employment**
23. An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. Any such employee against whom any legal proceedings are instituted for the recovery of any debt due from his or for adjudging him as insolvent shall forthwith report the full facts of the legal proceedings to the Board of Management through the Principal.
- Insolvency and habitual indebtedness**
24. No employee shall, except with the permission of the Principal of the institute and in the case of the Principal, the Board of Management, appear in any examination.
- Appearance in examination**
25. No employee shall take part in subversive activities or assist any way, any movement which tends to promote feelings of disaffection, hatred or enmity between different classes or subject of India or disturb public peace.
- Participation in activities**
26. No employee shall –
- (a) in any manner, whatsoever, criticize in a derogatory manner in public the actions of the Government and the Board of Management.
- Criticism of B.O.M.**

(b) in the process of performance of his duties except in accordance with any general or specific order of the Board of Management communicate directly or indirectly any official document or information to any other employee or person to whom he is not authorized to communicate such documents or information.

27. No employee shall stand for election to Parliament/State Legislature or any other local body.

**Taking  
part in  
election**

28. No employee shall join or continue to be a member of an association unless such association satisfies the following conditions, namely:-

**Joining  
association  
by  
employees**

(i) its membership is confined to a distinct class of employees and is open to all employees of that class;

(ii) it is not in any way connected with any party or organization engaged in any Political activity; and

(iii) it has, within a period of six months from its formation obtained the recognition of the Government or the Board of Management.

29. (1) Every employee shall –

**General**

(i) serve efficiently, act in a disciplined manner and maintain absolute integrity and devotion to duty;

(ii) maintain cordial relations with the pupils and their parents, the Principal of the institution, other employees, Board of Management and the Government Officers concerned.

- (2) No employee shall –
- (i) without sufficient grounds refuse to undergo a course of training whenever required to do so; and
  - (ii) take part in any activity which in the opinion of the Principal is calculated to lead a indiscipline in the Polytechnic.
- (3) Unless otherwise provided for an employee shall all times, be at the disposal of the polytechnic and shall serve the polytechnic in such a capacity and at such places as he may, from time to time, directed by the Principal or the Board of Management.
- (4) No employee shall absent himself from his duty without the prior permission of the Principal or the Board of Management.
- (5) No employee shall –
- (i) accept, or permit any member of his family or any other person on his behalf to accept any gift from a student, parent or any other person with whom he has come into contact by virtue of his position in the polytechnic.

**Explanation –(I)** The expression ‘Gift’ shall include free transport, boarding, lodging or other services or any other pecuniary advantage when provided by a person other than a near relation or a person friend not having any dealing with him in connection with the institute.

Note:- A casual meal, lift or other social hospitality of casual nature shall not be a gift.

**Explanation – (2)** on occasions such as wedding anniversaries, funerals or religious function when the making of a gift is in conformity with the prevailing religious or social practice, an employee may accept a gift of a nominal value.

- (ii) practice, or incite any student to practice castism, communalism and untouchability.
- (iii) cause or incite any person to cause any damage to the institute property; and
- (iv) encourage violence or be guilty of any conduct which involves moral turpitude.

30. An employee shall –

- (a) strictly abide by any law relating to intoxicating or drugs in force in any area in which he may happen to be for the time being.
- (b) take due care that the performance of his duties is not affected in any way by the influence of any intoxicating drinks or drugs;
- (c) not consume intoxicating drinks or drugs in public;
- (d) not appear in a state of intoxication in a public place;
- (e) not be present on duty in state of intoxication; and
- (f) not habitually use any intoxication drinks or drugs in excess.

**Consumption of intoxicating drinks and drugs**

## PART-V

### Contributory Provident Fund / Employees Provident Fund / Pension

31. The employees shall be governed by Contributory Provident Fund regulation as laid down by the Govt./department concerned from time to time. However, any change in the rate of contribution would be introduced after the approval of the Government.
32. The employees shall be governed by instructions issued by Government from time to time, in respect of gratuity payable to them at the time of retirement.
33. In matters relating to discipline, penalties and appeals employees shall be governed by the Haryana Affiliated Polytechnics (Security of Service) Rules, as amended from time to time and rules framed thereunder.
34. When Government is of the opinion that it is necessary or expedient to do so, it may by order for reasons to be recorded in writing, relax any of the provisions of these rules with respect to any class or category or persons.

## CHAPTER -3

### HARYANA GOVERNMENT

#### TECHNICAL EDUCATION DEPARTMENT

##### Haryana Govt. Aided Polytechnics (Security of Service) Rules.

1. These rules may be called the Haryana Govt. Aided Short title Polytechnics (Security of Service)Rules.

2. (1) The following penalties may, for good and sufficient reasons, be imposed upon members to whom these rules are applicable, namely:-

(i) Warning on personal file;

(ii) Censure;

(iii) Withholding of increments or promotion;

(iv) Recovery from pay of the whole or part of any pecuniary loss caused to the polytechnic by negligence or breach of orders;

(v) Removal/Dismissal from service;

(vi) Reduction to a lower post or time scale or to a lower stage in a time scale.

(2) The punishments referred to in clause (v) and (vi) shall be called the major punishments and remaining as minor punishments.

4. (1) Whenever, the Managing Committee is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehaviour against an employee. It may initially enquire into itself or may appoint an authority to enquire into the truth thereof, and provisionally decide whether the delinquent official should be proceeded against for major punishment or minor punishment.

(2) Where it is proposed to proceed against an employee for the award of major punishment, the Managing Committee shall draw up –

(i) the substance of the imputation of misconduct or misbehaviour into definite and distinct articles of charges;

(ii) a statement of allegations on which each charge is based including the statement of all relevant facts including any admission or confession made by the employees.

(iii) a list of documents by which and a list of witnesses by whom the articles of charges are proposed to be substantiated.

(4) (a) On receipt of the written statement of defence, the Managing Committee may itself inquire into such of the articles of charges as are not admitted or, if it considers it necessary to do so, appoint under sub-rule (1), an inquiry officer for the purpose, and where all the articles of charges have been admitted by the employee in his written statement of defence, the Managing Committee shall record its findings on each charge after taking such evidence as it may think fit and shall act in the manner hereinafter laid down in these rules.

(b) If no written statement of defence is submitted by the employee within the specified period, the Managing Committee may itself inquire into the articles of charge or may, if it considers necessary to do so, appoint under sub-rule (1) and inquiry officer for the purpose.

(c) Where the Managing Committee itself inquires into the articles of charges or appoints an inquiry officer for holding an inquiry into such charges, it may, by order, appoint a Presenting Officer to present, on its behalf, the case in support of the articles of charges.

5. The Managing Committee shall, where it is not itself the inquiring authority, forward to the inquiry officer –

- (i) a copy of the articles of charges and the statement of allegation;
- (ii) a copy of the written statement of defence, if any, submitted by the employee;
- (iii) the record referred to in clauses (iii) of sub-rule (2);
- (iv) evidence proving the delivery of the documents required to be delivered to the employee under sub-rule (3); and
- (v) a copy of the order appointing the presenting officer.

6. The employee shall appear in person before the inquiring authority on such date at such time within ten working days from the date of receipt of him, of the articles of charges and the statement of imputations of misconduct or misbehaviour as the inquiring authority may by a notice in writing specify in this behalf, or within such further time not exceeding ten days, as the inquiring authority may allow.

7. The employee may take the assistance of any other employee to present the case on his behalf, but may not engage a legal practitioner for the purpose, unless the Presenting Officer appointed by the Managing Committee is a legal practitioner or the inquiring authority having regard to the circumstances of the case, so permits.

8. If the employee who has not admitted any of the articles of charge in his written statement of defence, or has not submitted any written statement of defence, appears before the inquiring authority, such authority shall ask him whether he is guilty or has any defence to make and if he pleads guilty to any of the articles of charges, the inquiring authority shall record the plea, sign the record and obtain the signature of the employee thereon.

9. The inquiring authority shall record its findings of guilt in respect of those articles of charges to which the employee pleads guilty.

10. The inquiring authority shall, if the employee fails to appear within the specified time or refuses or omits to plead, require the presenting officer to produce the evidence by which he proposes to prove the article of charge, and shall adjourn the case to a later date not exceeding thirty days, after recording an order that the employee may for the purpose of preparing his defence-

(i) inspect within five days of the order or within such further time not exceeding five days as the inquiring authority may allow, the documents specified in the list referred to in sub rule (3);

(ii) submit a list of witnesses to be examined on his behalf.

Note:- If the employee applied orally or in writing for the supply of the copies of the statements of witnesses mentioned in the list referred to in sub rule(2), if any, the inquiring authority shall furnish him such copies as early as possible and in any case not later than three days before the commencement of the examination of the witnesses on behalf of the Managing Committee.

11. The inquiring authority shall, on receipt of the notice for the discovery or production of documents, forward the same or copies thereof to the authority in whose custody or possession the documents are kept with a requisition for the production of the documents by such date as may be specified in such requisition.

Provided that the inquiring authority may, for reasons to be recorded by it in writing, refuse to requisition such of the documents are in its opinion, not relevant to the case.

12. On receipt of the requisition referred to in sub-rule (11), every authority having the custody or possession of the requisitioned documents shall produce the same before the inquiring authority.

13. On the date fixed for inquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the Managing Committee. The witnesses shall be examined by or on behalf of the Managing Committee and may be cross examined by or on behalf of the employee. The presenting officer shall be entitled to re-examine the witnesses on any point on which they have been cross-examined but not on any new matter without the leave of the inquiring authority. The inquiring authority may also put such questions to the witnesses as it thinks fit.

14. the inquiring authority may, in its discretion, if it appears necessary before the close of the case on behalf of the Managing Committee, allow the presenting officer to employees or may itself call for new evidence or recall and shall be entitled to have, if he demands it, a copy of the list of further evidence proposed to be produced and an adjournment of the inquiry for three clear days before the production of such new evidence, exclusive of the date of adjournment and the day to which the inquiry is adjourned. The inquiring authority shall give the employee an opportunity of inspecting such documents before they are taken on the record. The inquiring authority may also allow the employee to produce new evidence if it is of the opinion that the production. The inquiring authority shall give the employee an opportunity of inspecting such documents before they are taken on the record. The inquiring authority may also allow the employee to produce new evidence if it is of the opinion that the production of such evidence is necessary in the interest of justice.

Note:- New evidence shall not be produced or called for of any witnesses shall not be recalled to fill up any gap in the evidence. Such evidence may be called for only when there is an inherent lacuna or defect in the evidence which has been produced originally.

15. When the case on behalf of the Managing Committee is closed, the employee shall be required to state his defence orally or in writing as he may prefer. If the defence is made orally, it shall be recorded and the employee shall be required to sign the record. In either case, a copy of the statement of defence shall be given to the presenting officer, if any, appointed.

16. The evidence on behalf of the employee shall then be produced. The employee may appear as his own witness if he so prefers. The witnesses produced by the employee shall then be examined and shall be liable to cross-examination, re-examination and examination by the inquiring authority and the presenting officer, according to the provision applicable to the witnesses for the Managing Committee.

17. the inquiring authority may, after the employee closes his case and shall, if the employee has not examined himself ask him general question on the circumstances appearing him the evidence for the purpose of enabling the employee to explain any such circumstances.

18. the inquiring authority may, after the completion of the evidence hear the presenting officer, if any appointed and the employee and permit them to file written briefs of their respective case, if they so desire.

19.(i) if the inquiring authority is of the opinion that the employee is unduly delaying the production of evidence or fails or omits to produce evidence on the specified date of hearing or fails to appear on the date of hearing, he may record his reasons in writing, and close the evidence on behalf of the employee and proceed with the case.

(ii) The inquiring authority may, in its discretion, for reasons to be recorded in writing, set aside its own orders under clause (i), if a petition is filed before it by the employee within fifteen days of the passing of such order:

Provided that a copy of the petition is given to the presenting officer, if any appointed and an opportunity is given to him to be heard before passing such order.

(iii) No appeal shall lie against the order passed under clause (ii)

20. If the employee to whom a copy of the article of charge has been delivered, does not submit the written statement of defence on or before the date specified for the purpose or does not appear in person before the inquiring authority or otherwise fails or refuses to comply with the provisions of these rules, the inquiring authority may hold the inquiry ex-parte.

21. (i) After the conclusion of the inquiry a report shall be prepared and it shall contain:-

(a) the articles of charges and the statement of the imputation of misconduct or misbehaviour:

(b) the defence of the employee in respect of each article of charges;

(c) an assessment of the evidence in respect of each articles of charges;

(d) the findings of each articles of charges and the reason thereof.

**Explanations:-** If, in the opinion of the inquiring authority the proceedings of the inquiring authority the proceedings of the inquiry establish any article of charge different from the original articles or the charges it may record its findings on such article shall include:-

(ii) the Enquiring authority where it is not the Managing Committee, the records of Enquiry shall include:-

- (a) the report prepared by it under clause (i)
- (b) the written statement of defence, if any, as submitted by the employees;
- (c) the oral and documentary evidence produced during the course of the inquiry;
- (d) Written briefs, if any, filed by the presenting officer or the employee or both, during the course of the enquiry;
- (e) the orders, if any, made by the inquiring authority in regard to the inquiry.

5. Action on the inquiry report – (1) The Managing Committee, if it is not itself inquiring authority, may, for reasons to be recorded by it in writing, remit the case to the inquiring authority for further inquiry and report and the inquiring authority, as far as may be, shall thereupon proceed to hold further inquiry, according to the provisions of rule 6.

(2) The Managing Committee, shall, if it disagrees with the findings of the inquiring authority on any articles of charge, record its reasons for each disagreement and record its own findings on such charge, if the evidence on record is sufficient for the purpose.

(3) If the Managing Committee having regard to its finding on all or any of the articles of charges, is of the opinion that any major punishment should be imposed on the employee, it shall –

- (a) furnish to the employee a copy of the report of the inquiry held by it and its findings on each article of charge or where the inquiry had been held by the inquiring authority appointed by it, a copy of the report of such authority and a

statement of its findings on each article of charge, together with brief reasons for its disagreement, if any, with the findings of the inquiring authority;

(b) give the employee a notice stating the penalty proposed to be imposed on him and calling him to submit within a period of thirty days of the receipt of such notice, such representation to the Director as he may wish to make against the proposed penalty;

(c) forward to the Director the complete record of inquiry mentioned in clause (ii) of sub-rule (21) of rule 4, alongwith its findings on each article of charge, together with brief reasons for the disagreement, if any, with the findings of the inquiry authority; and

(d) forward to the Director evidence of receipt of notice by the employee under clause (b).

6. The Director, on receipt of such proposal and representation, if any, may after examining the record and giving the parties an opportunity of being heard, by an order in writing, give him approval to the imposition of the proposed punishment or refuse to give approval, if the proposal is found to be malafide or by way of victimization or not warranted by the facts and circumstances of the case.

**Action by  
Director**

7. On receipt of the approval of the Director, the Managing Committee shall pass an order in detail

**Order by  
Managing  
Committee**

8. (i) Where after examination of the report, referred to in sub-rule (I) of rule 4, the Managing Committee is of the opinion that one of the minor penalties will meet the ends of justice the Managing Committee shall cause to be delivered to the employee a statement of imputation or misconduct or misbehaviour on the basis of which it is proposed to take action against him and the employee shall be required to submit his reply within a period of 21 days.

**Procedure  
for  
imposing  
minor  
penalty**

(ii) After considering the reply, the Managing Committee may pass an order in detail inflicting any of the penalties.

9. (1) An appeal against an order passed under rule 8 may be preferred in the form of a memorandum signed by the appellant or his pleader and presented to the Director within thirty days of the date of the order. The memorandum shall be accompanied by a copy of the order appealed against (unless appellate authority exempts) and of the inquiry report on which it is founded.

**Manner of  
filling  
appeal to  
Director  
against the  
imposition  
of minor  
penalty**

(2) the memorandum shall set forth grounds of objection to the order appealed against without any argument or narrative, and such grounds shall be numbered consecutively.

(3) The appellant shall not, except by the leave of the Director, urge to be heard in support of any ground of objection not set forth in the memorandum of appeal, but the Director in deciding the appeal, shall not be confined to the grounds of objection set forth in the memorandum of appeal or submitted with leave of the Director.

Provided that the Director shall not base his decision on any other ground unless the party who may be affected thereby has had a sufficient opportunity of contesting the case on that ground.

(4) Where the memorandum of appeal is not drawn up in the prescribed manner, it may be rejected or returned to the appellant for the purpose of being amended within the time to be fixed by the Director or be amended then and there.

(5) The Director may, after hearing the parties, confirm, vary or reverse the order appealed from or may pass such orders as he deems fit. While passing the orders, the Director shall record its reasons.

10. An application for revision of the orders of Managing Committee passed under rule 8 or the appellate order of the Director passed under rule 9 shall lie to the Government within sixty days of the date of communication of the order in question to the aggrieved employee. The application for revision shall be accompanied by a copy of the order sought to be revised and shall be submitted and disposed of mutatis mutandis in the same manner as prescribed in rule 9 above.

Secretary to Government  
Haryana, Technical Education  
Department.

## CHAPTER-4

# CONTRIBUTORY PROVIDENT FUND

### RULES FRAME IN PURSUANCE OF BYE-LAWS

#### 1. DEFINITIONS:-

- a) 'INSTITUTE' means an Aided Polytechnic.
- b) 'PROVIDENT FUND' means the Contributory Provident Fund rules of an Aided Polytechnic.
- c) 'EMPLOYEE' means any person employed or appointed to any service or office or post in connection with the affairs of the Institute but other than work charged, daily rated, contingent staff paid out of student fund or Hostel Fund.
- d) 'BOARD' means the Board of Management of an Aided Polytechnic.
- e) The word 'PAY' shall include the Basic & the dearness pay @ 12% if any, for the purpose of deductions to be made towards the Provident Fund.
- f) The word 'SUBSCRIBER' means the Employee who subscribes provident fund.
- g) 'INSTITUTE CONTRIBUTION' means the amount deposited by the Institute in subscriber's account as Institute's Share.
- h) 'PRINCIPAL' means Principal of the Institute.
- i) 'FAMILY' means:
  - i) In the case of male subscriber, the wife & children of a subscriber and the widow & children of a deceased son of the subscriber.
  - ii) In the case of women subscriber, the husband & the children of a subscriber and the widow & the children of a deceased son of a subscriber. Provided that if a woman subscriber by notification in writing to the Principal express her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matter to which these rules related, unless the subscriber subsequently cancels formally in writing her notification excluding him.

- j) 'CHILDREN' mean legitimate children. An adopted child shall be considered to be a child when the Principal is satisfied that under the personal law of the subscriber adoption is legally recognized as conferring the status of a natural child, but in this case only when a person has given his child in adoption to another person and if, under the personal law of the adoption is legally recognized as conferring the status of natural child, such a child should, for the purpose of these rules, be considered as excluded from the family of the natural father.
  - k) 'COMPETENT AUTHORITY' means the appointing authority in an Aided Polytechnic.
2. (i) Every person in permanent whole time confirmed service shall be required to subscribe to the Provident Fund.
- (ii) If a person appointed in the polytechnic on probation or in any temporary capacity in the regular time scale of the post concerned is confirmed at a later stage shall be entitled to contributory provident fund by the polytechnic from the date of appointment and on confirmation the polytechnic shall make its contribution with retrospective effect from the date of appointment provided the employee concerned also pays his/her matching subscription with retrospective effect. Provided further that no person shall be entitled to the polytechnic's contribution for any period beyond two years before the date of confirmation and also if any other person was not earning the polytechnic contribution against the post during the same period of two years.
- (iii) The Board may, in case of a person appointed to a substantive post, permit the transfer to the provided fund of any money standing to his/her credit in any recognized provident fund to which he/she as subscriber immediately before his/her appointment in the polytechnic and may with his/her consent, make such arrangement with the authority of that other provident fund or the purpose of its transfer, whether in the form of cash or of securities or of both, as may be convenient.
3. The rate of subscription to the fund shall be 10% as per the policy of Government (as applicable) of the monthly pay calculated to the nearest whole rupee and the amount, thus calculated, shall be deducted from the monthly salary of the employee.

Provided that no subscription or contribution shall be made to the provident fund by an employee who is on leave without pay. Provided further that persons in Polytechnic service, who were not eligible to contribute towards Polytechnic provident fund under clause (2) (i) and (2)(ii) above, shall be eligible to do so, to any extent, towards provident fund, but without the benefit of polytechnic matching contribution. Provided further that persons, already contributing under the relevant provisions, shall also be eligible to contribute additional amounts towards provident fund.

4. At the end of each month the Polytechnic shall, in the case of each employee, contribute a sum equal to the aggregate amount subscribed to the fund during such month and place it to the credit of the subscriber.
5. The Board may, from time to time, make rule consistent with these regulations and with the provisions of the provident fund act for ;
  - a) the conduct of the business of the fund and;
  - b) any matter relating to the fund or its management or the investment of sums at credit of the funds or privileges of the subscriber, not herein expressly provided for any may add to, vary or cancel any rule, so made.
6. Every subscriber shall be required to sign a written declaration, in the prescribed form, stating the name or names of the persons to whom, he/she wishes to pay balance at his credit to be paid in event of his/her death. This declaration shall be handed in for registration in the Polytechnic office. Such nomination may, at any time be revoked by the subscriber or be replaced by a fresh nomination.
7. A subscriber, at the termination of his/her service shall be entitled to receive the amount which accumulates to his/her credit, provided that if the subscriber leaves the service within one year of the commencement of the fund, he/she shall not be entitled to receive any part of share in any sums contributed by the Polytechnic to the fund, any interest and increment which has accrued thereon, unless he/she has established to the satisfaction of the Polytechnic,, that his/her retirement is necessitated by incapacity for further service.
8. On the subscriber's death the amount at the credit of the subscriber, shall be paid to the person or persons, duly nominated by him/her or when no such nomination is made to his/her legal heir or heirs.
9. The amount at the credit of the subscriber shall not be subject to any deduction even to cover loss or damage sustained by the Polytechnic through the subscriber's misconduct or negligence.
- 10.(i) No final withdrawal shall be allowed until the termination of the subscriber's service or death. But in case of necessity, the Secretary/Chairman may allow a subscriber an advance of a sum not exceeding the total amount subscribed by him/her at the rate of interest at which interest is credited to the subscriber and report the matter to the Board at its next meeting.
- (ii) Recoveries towards the amount advanced shall be made without interest in such monthly instalments, not exceeding thirty, as may be decided by the Competent Authority commencing from the first payment of a full month's salary after the advance is granted but no recovery shall be made from a subscriber when he/she is on leave otherwise than on full pay.
11. The employees of the Polytechnic who die while in service will be entitled for the payment of ex-gratia grant and other facilities for his/her family as per Haryana Govt. rules, for which grant-in-aid will be available from State Govt.

12. The Principal shall cause to be maintained proper accounts relating to the fund, showing the accounts for the time being at the credit of each depositor and the general state of the fund, in such form as the Chairman, Board of Management may, from time to time, prescribe. Each depositor shall be supplied with a pass book which shall show the accounts for the time being at the credit of the depositor and which shall be in such form as the Board, may from time to time, prescribe.

13. Refundable advances

a) No withdrawal shall be made from the Provident Fund until a subscriber finally quits the service or dies. Provided that if the pecuniary circumstances of a subscriber are such that indulgence is absolutely necessary a temporary advance, not exceeding six months pay or half the amount at his credit whichever is less may be allowed at the discretion of the competent authority.

b) The following may be recognized as legitimate purposes for grant of advances:-

i) To pay expenses incurred in connection with the prolonged illness of the subscriber or a member of his/her family dependent upon him/her.

ii) To pay for the overseas passage only for reasons of health or education of the subscriber or a member of his/her family dependent upon him/her.

iii) To pay expenses for education outside India whether for an academic, technical, professional or vocational courses.

iv) To pay expenses for Medical, Engineering and other technical or specialized courses in India beyond the High School stage, provided that the course of study is not less than two years duration.

v) To pay expenses on a scale appropriate to the status of the subscriber for marriage or funeral or other ceremonies of person(s) of his/her family which be customary usage, the subscriber has to incur.

vi) To pay expenses for the purchase of land or for repairs, construction or purchase of a house to the extent of their own subscriptions plus interest thereon and 50% of the polytechnic (employees) contribution to the employees who have contributed to the contributory provident fund for atleast five years.

vii) To pay expenses for the purchase of vehicles on the following terms & conditions:-

a) Employees drawing basic pay upto Rs.1140/- p.m. may be allowed to purchase cycle.

Employees drawing basic pay more than Rs.1140/- p.m. but less than Rs.3000/-p.m. may be allowed to purchase cycle/ scooter/ motorcycle.

Employees drawing basic pay more than Rs.3000/- p.m. may be allowed to purchase a scooter/motorcycle/motorcar.

- b) An advance may be allowed upto 90% of the cost of vehicle to be purchased. Employee may at his/her discretion either purchase a new vehicle or second hand one.
  - c) The amount of advance will be paid by means of a cheque or demand draft to be prepared in the name of party from whom the vehicle is to be purchased so that it is not misused.
  - d) Advances will be allowed for the purchase of only one vehicle.
14. Advance shall not be granted except in very special circumstances until atleast twelve months after the final repayment of all previous advances except with the special sanction of the competent authority. Further that such advances will be paid subject to the availability of funds. The order of the Chairman, Board of Management will be final in all such matters.
15. Recovery of Advance:
- i) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct, but such number shall not be less than twelve months unless the subscriber so selects.
  - ii) Recovery of advance should not be more than in thirty monthly instalments in cases 13(b), (i) to (v).
  - iii) Recovery of advance in case of 13(b), (vi) & (vii) above shall be fixed in such a way that the amount recovered from the employees salary should not exceed 10% of emoluments per month in addition to his normal subscription of 10%.
  - iv) If an advance has been granted to a subscriber and drawn by him/her and the advance is subsequently disallowed before payment is completed, the whole or balance of the amount withdrawn shall forthwith be repaid by the subscriber to the fund or be recovered by deduction from the salary of the subscriber by instalments or otherwise as may be directed by the competent authority.
  - v) Recoveries made under this rule shall be credited as they are made to the account of the subscriber in the fund.
16. Non-Refundable Advances.  
The competent authority shall have power, for the purpose mentioned below, to allow non-refundable advances, out of his/her Provident fund to a subscriber, who has completed 20 years of service (including broken period of service, if any), or within 10 years before the date of his/her retirement on superannuation whichever is earlier.

- a) Meeting the cost of higher education of subscriber or of children actually dependent on subscriber in the following types of cases:-
- i) for education outside India beyond the High School stage whether for academic, technical, professional or vocational course; and
  - ii) for medical, engineering and other technical or specialize courses in India beyond the High School stage, provided that the course of study is not less than three years' duration.
- b) Meeting the expenditure in connection with the marriage of the subscriber's children.
- c) Purchase/construction of a house and / or a site thereof.

The amount of withdrawal for the purposes mentioned in clause (a) above shall be limited to 6 months' pay of the subscriber and for purpose mentioned at (b) and (c) 12 months' pay or the amount actually subscribed by subscriber.

The withdrawal for the purpose mentioned in clause (a) above will be permissible once every six months i.e. twice in any financial year and a withdrawal will not ordinarily be allowed before the expiry of six months from the date of the previous withdrawal.

A second withdrawal for any other purpose shall not be allowed until after the expiry of one year from the date of the previous withdrawal.

Provided that a subscriber who has been given an advance under this clause shall have to satisfy the Competent Authority within a period of six months from the date of drawing the money that it has been utilized for the purpose for which it was intended, failing which the whole amount of withdrawal, together with interest thereon will be liable to recovery in one lumpsum.

Provided further that while sanctioning non-refundable advances, the temporary advances outstanding against subscriber, if any, will not be taken into account. A subscriber may also be permitted by the Competent Authority to convert the balance of any refundable advance outstanding against subscriber into a non-refundable advance on his satisfying the condition laid down for such advances.

Note: For the purpose of this clause the term 'Service Broken' includes periods, if any, spent in another establishment if the Provident Fund Contribution in respect of such period has been credited to subscriber's Provident Fund Account in his/her present Establishment.

AJIT.M.SHARAN,  
Commissioner and Secretary to Government Haryana,  
Technical Education Department.