

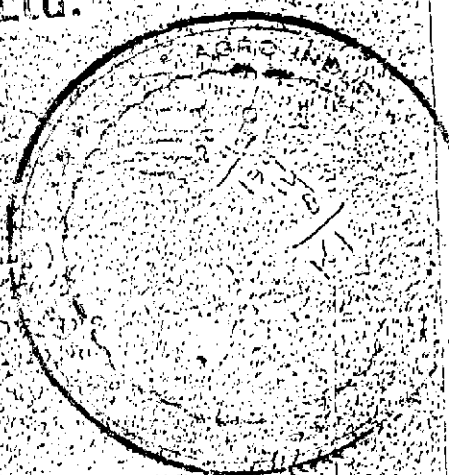


THE JAMMU AND KASHMIR

AGRICULTURE
DEPARTMENT
JAMMU AND KASHMIR
AGRO INDUSTRIES DEVELOPMENT CORPORATION

Agro Industries Development Corporation Ltd.

(A Govt. Undertaking)
JAMMU AND KASHMIR
AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.



SERVICE REGULATIONS

1972

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JAMMU AND KASHMIR STATE
AGRO INDUSTRIES DEVELOPMENT CORPORA-
TION LTD. SERVICE REGULATIONS.

I. Extent of Application :

Rule 1--Title:—These Rules may be called the Jammu and Kashmir State Agro Industries Development Corporation Service Regulations.

2. *Commencement* :—These Rules shall come into force with effect from 30-1-1970.

3. *Scope*:—These Rules shall apply to all employees of the Company whether permanent or temporary, but shall not apply to :—

(1) Employees of the Central Government, State Government or other authority on deputation to the Company. They shall while holding posts under the Company be governed by the terms of their deputation as mutually agreed upon between the Company and the lending authority.

(2) Employees on contract unless provided in the terms and conditions for their contract.

II. Right of Changing or interpreting rules:

4. On all questions of interpretation of these Rules the decision of the Managing Director in consultation with the Financial Advisor shall be final. The Managing Director may also delegate to any officer of the Company any or all of his powers under these Rules in consultation with the Financial Advisor.

(1) The Board of Directors reserves to itself the right to relax, modify, amend or cancel, any or all of these Rules. The Board has also the right of granting concessions outside these rules in cases where the Rules operate harshly or unfairly or the concession is intended as a special reward in recognition of merit.

III. Definition:

5. Unless there be something repugnant in the subject or context, the terms used in these rules are defined as under :-

(1) 'Appointing Authority' in relation to an employee means the authority empowered to make appointments to the posts of category or grades of posts which the employee for the time being holds;

(2) 'Apprentice' means a person deputed for training with a view to employment in Company service during such training ; but is not employed in or against a substantive vacancy.

(3) 'Average Salary' means the average monthly pay actually obtained during the last three years immediately preceding the day on which he gives over charge of office which necessitates the calculations of average pay, as he has passed on duty or on privilege (earned) leave.

(4) 'Board' means the Board of Directors of Jammu and Kashmir State Agro Industries Development Corporation Ltd.

(5) 'Cadre' means the strength of a service or a part of a service sanctioned as a separate unit.

(6) 'Category' means the post borne on the cadre of a service.

(7) 'Chairman' means Chairman of the Board of Directors of the Jammu and Kashmir State Agro Industries Development Corporation Ltd.

(8) 'Company' means the Jammu and Kashmir State Agro Industries Development Corporation, Ltd.

(9) 'Competent Authority' means:-

(i) in case of Employees whose appointment lies within the competence of Managing Director.

(ii) in case of employees whose appointment lies within the Competence of Board of Directors Chairman.

(iii) in case of Managing Director .. Board of Directors.

(10) 'Compensatory Allowance' means an allowance granted to meet the personal expenditure necessitated by special circumstances in which the duty is performed. It includes House Rent Allowance and Local Allowance.

(11) 'Day' means calendar day beginning and ending at mid-night but the period of absence occupied by a journey which begins and ends at Headquarters and which does not exceed twenty - four hours shall be reckoned for all purposes as one day at whatever hours the absence begins or ends.

(12) 'Duty' includes (i) services as a probationer or apprentice provided such service is followed by confirmation, (ii) joining time (iii) period spent under training or during a course of instructions for which an employee was sponsored by the Company including reasonable time spent on journey, (iv) the period spent in attending to an obligatory departmental examination, or an examination, the passing of which is a condition of preferment in Company service including reasonable time spent on journey, (v) period of detention on road owing to its being blocked due to landslide, snow etc. and (vi) services otherwise treated as duty in these Rules.

(13) 'Employee' means any person who holds a post under the Company.

(14) 'Emoluments' means the emoluments which the officer was receiving immediately before his retirement and includes :—

(a) Pay ;

(b) Personal allowance ;

(c) Acting allowance of an Officer without substantive appointment if the Acting service counts and the allowances drawn by an Officer.

appointed provisionally or substantively pro-tempore to an Office which is substantively vacant and on which no Officer has a lien or to an office temporarily vacant in consequence of the absence of the permanent incumbent on leave without allowances or on transfer or on deputation.

(d) Special pay, if:—

- (i) the special pay has been sanctioned permanently i.e. without limit of time.
- (ii) drawn in a permanent post which is held by the individual concerned in a substantive capacity.

The term 'Average emoluments' means the average calculated upon the last one year of service.

(15) 'Family' shall include the following:—

- (i) Wife in the case of a male employee;
- (ii) Husband in the case of a female employee;
- (iii) Sons, including step sons and adopted sons;
- (iv) Father and Mother and Brothers below the age of 18 years and unmarried and widowed sisters including step brothers and step sisters provided they are residing with him/her and dependent on him/her.

(16) 'Fee' means a recurring or non-recurring payment to an employee from a source other than the fund of the Corporation.

(17) 'Honorarium, means a recurring or non-recurring payment from the funds of the Corporation as remuneration for the work of an occasional or intermittent character.

(18) 'Foreign service means service in which any employee receives his pay with the sanction of the Corporation from any source other than the funds of the Corporation.

(19) 'Joining time' means the time allowed to an employee to proceed from one Station to another when his appointment is changed or when being un-employed, he is appointed to any post.

(20) 'Lien' means the title of an employee to hold substantively either immediately or on the termination of a period or periods of absence, a permanent post, including a tenure post, to which he has been appointed substantively.

(21) 'Leave Salary' means the monthly amount paid by the Company to an employee on leave.

(22) 'Managing Director' means the person who is the Executive Head of the Company.

(23) 'Month' means a Calendar Month. In calculating a period expressed in terms of months and days, complete Calendar months irrespective of number of days in each should first be calculated and the odd number of days calculated subsequently.

(24) 'Officiate' an Employee officiates on a post when he performs the duties of a post on which another person holds a lien. The Managing Director may if he thinks fit, appoint an employee to officiate in a vacant post on which no other employee holds a lien.

(25) 'Permanent Employee' is an employee who has been confirmed and has been informed in writing of his having been confirmed and whose name has been entered in the Company's Employment Register as a permanent Employee.

(26) 'Permanent Post' means a post carrying a definite rate of pay sanctioned without limit of time under the sanction of the competent authority.

(27) 'Probation' means an employee employed on probation in or against a substantive vacancy in a cadre of service of the Company. This term does not cover an employee who holds substantively a permanent post in a cadre and is merely appointed 'on probation' to another post.

(28) 'Pay' means monthly substantive pay and does

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not include any kind of allowance granted for miscellaneous duties.

'Salary' means the sum of pay, special pay and acting allowance or charge allowance.

(29) 'Presumptive pay' of the post when used with reference to any particular employee, means the pay to which he would be entitled if he held the post substantively and were performing its duties.

(30) 'Personal Allowance' means additional pay granted to an employee to save him from loss of substantive pay in respect of permanent post due to any revision or reduction of such substantive pay otherwise than as a disciplinary measure or in exceptional cases or other personal considerations.

(31) 'Regulations' means the Jammu and Kashmir State Agro Industries Development Corporation Service Regulations.

(32) 'Qualifying Service' will mean all service rendered in the undertaking after completion of 18 years of age, except periods of service rendered as Apprentice and extra-ordinary leave without leave salary and will include such periods which the Board of Directors may permit.

(33) 'Special Pay' means an addition to the pay of a post of an employee, granted in consideration of (a) the specially arduous nature of the duties or (b) a specific addition to the work or responsibility; or (c) the unhealthiness of the locality in which the work is performed.

(34) 'Subsistence grant' means a monthly grant made to an employee who is not in receipt of salary or leave salary.

(35) 'Temporary Employee' is an employee who has been engaged for a limited period against a post or for work which essentially is of a temporary nature.

(36) 'Temporary post' means a post carrying a definite rate of pay sanctioned for a limited time.

(37) 'Time Scale pay' means pay which subject to any conditions prescribed in these Rules, rises by periodical

increments from a minimum to a maximum.

(38) 'Travelling Allowance' means an allowance granted to an employee to cover the average actual travelling expenses incurred by him in travelling in the interests of the Company service.

(39) Words denoting the masculine gender shall include the feminine gender; and words denoting the singular number shall include the plural number and vice-versa.

CHAPTER I

SERVICE AND RECRUITMENT RULES

6. Classification of Employees:

The establishment under the Company shall consist of such category of posts and such grades in a category as may be determined by the Board of Directors from time to time.

7. Recruitment:

1. Recruitment to posts under the Company shall be by :—
 - a) direct appointment; or
 - b) promotion of persons already in the service of the Company;
 - c) deputations from the State Government, Central Government or any other State Government Undertakings.

2. All persons possessing the qualifications prescribed for a category or grade therein shall be eligible for consideration for selection on the basis of comparative merit, ability, experience and suitability.

8. Appointments:

1. All appointments to the posts in the Corporation shall be made by the authority competent to make such appointment in accordance with the Delegation of powers approved by the Board of Directors.

2. No person who has been dismissed from the service of the Company, or who has been convicted by any criminal court for an offence involving moral turpitude shall be appointed as an employee in the Company.

Note:— On the question whether an offence involves moral turpitude or not; the decision of the Managing Director shall be final.

3. In the event of the Appointing Authority, or the Managing Director, as the case may be, coming to know, subsequent to the appointment of an employee, his antecedents which would have rendered him ineligible for employment under sub-rule (1) above, his services shall be liable to be terminated without any notice.

9. Record of age:

1) The Company shall record the age of every employee. The following documents shall be deemed to be satisfactory proof of age at the time the employee enters the Company's service:—

- i) Matriculation or S. L. C. C. Certificate.
- ii) Birth certificate given by the municipal Committee or Town Area Committee or a certificate by a Doctor of the State not lower than an Assistant Surgeon, where a person has not attended school.
- iii) School certificate duly verified as correct by a Gazetted Officer of the Education Department where a person has not passed the Matriculation or Higher Secondary Examination.

10. Seniority:

(1) Seniority shall be determined by the order in which appointments are made to any category of posts, provided that where more than one person is selected simultaneously for the same category of posts by a selection Committee, the seniority of such persons, *inter se*, shall be as recommended by the Selection Committee either specifically or by indicating the order of preference.

(2) In case of departmental promotions, seniority of an employee in a grade shall be from the date of his promotion to that grade. When more than one employee is promoted on the same date, their relative seniority shall be determined on the basis of the merit list prepared at the time of their selection for promotion. When employees have been placed in equal position in the merit list, then their relative seniority shall be determined with reference

to their seniority in the next lower grade.

11. Confirmation:

On successful completion of his period of probation by a fresh entrant or the stipulated period of officiating appointment by a promotee and subject to availability of permanent post, the incumbent of a post who has been found fit by the Appointing Authority after making into consideration his past record of service, confidential reports, seniority and suitability may be confirmed by the Managing Director if at any time before or after completion of the stipulated period, the Managing Director does not consider him to be suitable for such appointment, it shall by orders, discharge him from service or revert him as the case may be.

12. Promotion:

(1) Promotion is an advancement of an employee from a post in a time scale of pay with higher responsibility. An employee may be promoted to fill any vacant post, if he is considered fit to perform the duties attached to the post.

(2) The following procedure shall be adopted in regard to promotion of employees: --

- a) All promotions to next higher posts in respect of the posts reserved for departmental promotion shall be made on the basis of merit and qualification and ability and shall be subject to the passing of any tests the company may prescribe in this behalf. Seniority being considered only when the merit and ability are approximately equal.

13. General Conditions of Service

(1) A person who has not attained the age of 18 years or whose age exceeds 30 years, shall not ordinarily be admitted into the service of the Company provided that the Board of Directors may at their discretion, relax this provision in individual cases in the interest of the Company.

(2) No person shall be appointed to a post under the

Company unless he/she furnishes a Certificate from a Medical Officer of the State Government not below the rank of Assistant Surgeon grade I to the effect that he/she is of sound health active habits and free from bodily defect or infirmity unfitting him for such service.

(3) Appointment to any post in the Company shall be subject to the satisfactory verification of character and antecedents of the person proposed to be appointed.

(4) The whole time of an employee shall be held to be paid by the Company and he may be employed in any manner in the service of the Company without any claim for additional remuneration.

(5) An employee shall unless the appointing authority for reasons to be recorded in writing otherwise directs, be on probation for a period of one year from the date of commencement of his service. This will hold good also in respect of employees promoted to higher post. He will remain officiating for the said period. Provided that the period of one year may be extended or reduced in any case by the Managing Director at his discretion.

(6) During the period of probation an employee shall be liable to be discharged without notice and without any reason being assigned.

(7) The services of a permanent employee shall be terminated by the Company, if:

- a) his post is abolished; or
- b) he is declared on medical grounds to be unfit for further service after giving three months notice or pay in lieu thereof. For similar reasons the services of a temporary employee may also be dispensed with after giving him one month's notice or pay in lieu thereof.

(8) Service records, leave accounts and annual confidential reports of all employees shall be maintained by the Company, in the forms prescribed.

(9) An employee seeking employment elsewhere outside the Company can have a maximum of four applica-

tions forwarded through the Company during the year. The Managing Director has, however, the power to withhold any such application without assigning any reason or to allow more than four applications to be forwarded at his discretion.

(10) Any employee committed to prison for debt or on a criminal charge shall be considered to be on suspension from the date of his arrest and not to draw any pay until termination of the proceedings against him. In the event of the employee being normalised in the criminal proceedings or if the imprisonment for debt, of its being proved that the employee arose from circumstances beyond his control, he shall be re-instated and the adjustment of the allowance made according to the circumstances of the case.

14. Retirement:

(1) Except as otherwise provided here, every employee shall superannuate on the date he attains the age of 58 years.

(2) The Board of Directors may grant an extension of service to an employee in whose case he or his sub-ordinate to him is an appointing authority, if he attains the age of 58 years if such extension is in the interest of the Corporation and the grounds are recorded in writing, provided that no extension shall be granted beyond the age of 60 years except in exceptional circumstances.

(3) It shall be open to the Managing Director or such authority to withhold permission to an employee under suspension who seeks to retire under this clause.

14 - A C. P. Fund:

Every employee shall on being appointed, be liable to subscribe to the Provident Fund in accordance with the Rules of the Fund so long as the Rules in question of the Corporation are framed he will be governed by the Statutory Provident Fund Rules.

14 - B. Qualifications.

The necessary qualifications for recruitment to various categories of the technical as well as ministerial posts shall be determined from time to time. The minimum qualifications for the post shall, however, be as under:—

- (i) Gestetnor Operator, Jamadars,
Drivers, Orderlies — Middle
- (ii) Clerks, Typists, Stenographers,
Cashier. — Matriculation
or its
equivalent.
- (iii) Senior Clerks, Superintendent,
Sr. Accts. — B.A./B.Sc./
B. Com.

CHAPTER II

15 Pay and Allowance:

(1) Except in a case in which it is provided otherwise an employee of the Company shall be entitled to the pay and allowance attached to his/her post from the date he/she assumes the duties of that post, and shall cease to draw them as soon as he/she ceases to perform these duties.

(2) Initial pay on first appointment to a post in the Company will ordinarily be fixed at the minimum of the time scale where such time scale has been prescribed for a post. Fixation of pay in excess of the minimum of the time scale and the grant of advance increments shall require the sanction of the Competent Authority.

(3) The pay and allowance for a month shall be due for payment on the first working day of the month and shall be paid during the first week of the month unless the Managing Director orders otherwise. The disbursement of the pay and allowance earlier for reasons to be recorded.

16. Drawal of Increments:

(1) An increment shall ordinarily be drawn at the end of the year as a matter of course unless it is withheld. An increment may be withheld from an employee by the Managing Director or by any other authority in whom the powers are vested in this regard if his conduct has not been satisfactory. In ordering the withholding of an increment the withholding authority shall state the period for which it is withheld and whether the withholding has the effect of postponing future increments.

(2) Where an efficiency bar is prescribed in the time scale, the increment next above the bar shall not be given to an employee without the sanction of the Competent Authority.

(3) Service shall count for increments in the time scale, under the following conditions:—

(a) All duty in a post on a time scale counts for increments in that time scale.

(b) i Officiating service in another post, service on deputation and on leave, with allowances shall count for increments or the final scale applicable to the post on which the employee concerned holds lien. However the Managing Director may allow an employee to count for increment extra-ordinary leave without allowances if he is satisfied that the leave was taken on account of illness or some other cause beyond the control of the employee concerned or for prosecuting higher technical and scientific Studies.

(ii) All leave except extra ordinary leave, without allowances and the period of deputation shall count for increment in the time scale applicable to a post in which an employee was officiating at the time he proceeded on leave or deputation. Provided that the Managing Director is satisfied that the employee would have continued to officiate for his proceeding on leave or on deputation

17. The authority which orders the transfer of employee as a penalty from a higher to a lower grade or post may allow him to draw any pay not exceeding the maximum of the lower grade or post which it may think proper or his own pay if that is a stage in the lower post or the stage next below plus the difference on personal allowance whichever be less. In the latter case personal allowance would be absorbed in future increment or increments in due course.

18 If an employee is reduced as a measure of penalty to a lower stage in his time scale, the authority ordering such reduction shall state the period for which it shall be effective and whether on restoration, the period of reduction shall operate to postpone future increments and if so, to what extent.

If an employee is reduced as a measure of penalty to a lower service, grade or post or to a lower time scale, the authority ordering the reduction may or may not specify the period for which reduction shall be effective but when the period is specified that authority shall also state whether on restoration, the period of

reduction shall operate to postpone further increments and if so to what extent.

19. Where an order of penalty of withholding of increment of an employee or his reduction to a lower service, grade or post or to lower time-scale, or to lower stage in a time-scale, is set aside or modified by a competent authority on appeal or review, pay of the employee shall notwithstanding anything contained in these rules, be regulated in the following manner:—

- (a) If the said order is set aside he shall be given for the periods such order has been in forces, the difference between the pay to which he would have been entitled had that order not been made and the pay he had actually drawn. If the said order is modified the pay shall be regulated as if the order as so modified had been made in the first instance.

Explanation :

If the pay drawn by an employee in respect of any period prior to the issue of the orders of the Competent authority under this rule is revised, the leave salary and allowances (other than Travelling Allowance), if any admissible to him during the period shall be revised on the basis.

20. Pay of officiating employee shall be regulated as under :—

- (i) An employee who is appointed to officiate in a post shall not draw pay higher than his substantive pay in respect of a permanent post unless the officiating appointment involves the assumption of duties and responsibilities of greater importance than those attaching to the post.
- (ii) For the purpose of these rules officiating appointment shall not be deemed to involve the assumption of duties or responsibilities of greater importance if the post to which it is made is on the same scale of pay as the permanent post.

21. Where an employee holding a post in a substantive temporary or officiating capacity is promoted or appointed in a substantive, temporary or officiating capacity to another post, carrying duties and responsibilities of greater importance than those attaching to the post held by him, his initial pay/presumptive pay in the time-scale of the higher post shall be fixed at the stage, next above the presumptive pay nationally arrived at by increasing his pay in respect of lower post by one increment at the stage at which such pay has accrued. Provided that where an employee is immediately before his promotion or appointment to a higher post, drawing pay at the maximum of the time-scale of the lower post, his initial pay/presumptive pay in the time-scale of the higher post shall be fixed at the stage in that time scale next above such maximum pay in the lower post.

22. The Managing Director may allow acting promotions to be made in the place of employees who are treated as on duty while undergoing training or a course of instructions duly sponsored by the Company.

23. Compensatory Allowances :

The Managing Director may grant a compensatory allowance to the employees of the company serving in any particular locality at such rate and on the same conditions as prescribed by the Jammu and Kashmir Government for its employee from time to time

24. The amount of a Compensatory Allowance should be so regulated that the allowance is not on the whole source of profit to the recipient.

25. A Compensatory Allowance attached to a post will cease to be drawn by an employee when he vacates the post.

i) Except when the authority sanctioning it orders otherwise personal pay shall be reduced by any amount by which the recipient's pay may be measured and shall cease as soon as his pay is increased by an amount equal to his personal pay.

26. Combination of Appointments :

The Managing Director may appoint an employee to hold substantively, as a temporary measure, or to officiate in two or more independent posts at one time. In such cases his pay is regulated as follows:-

- (a) The highest pay, to which he would be entitled if his appointment to one of the posts stood alone, may be drawn during his tenure of that post ;
- (b) For each other post he draw such reasonable pay, in no case exceeding half the presumptive pay of the post as the Managing Director may fix and
- (c) If compensatory allowances are attached to one or more of the posts, draw such compensatory allowance as the Managing Director may fix provided that such allowance shall not exceed the total of the compensatory allowances attached to all the posts.

DISMISSAL REMOVAL AND SUSPENSION

27. The pay and allowance of an employee who is dismissed, or removed from service ceized from the date of such dismissal or removal.

28. An employee under suspension shall be entitled to the following payments :-

- (a) A subsistence allowance at an amount equal to half pay and in addition, half the dearness allowance, provided that where the period of suspension exceeds twelve months, the authority which made the order of the suspension, shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first twelve months as follows :-

- (i) The amount of subsistence allowance may be increased by a suitable amount; not exceeding 50% of the subsistence Allowance

as admissible during the period of the first twelve months, if, in the opinion of the said authority, the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the employee.

(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 twelve months, if in his opinion of the said authority, the period of suspension has been prolonged due to the reasons to be recorded in writing, directly attributable to the employee.

(iii) The rate of Dearness Allowance will be based on the increased or as the case may be, the decreased amount of subsistence allowance 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 employee was in receipt on the date of suspension subject to the fulfilment of other conditions laid down for the drawal of such allowance.

(c) No payment under sub rule (a) above shall be made unless the employee furnishes a certificate that he is not engaged in any other employment, business, profession or vocation.

29. Where the competent authority is of opinion that the employee has been fully exonerated or, in the case of suspension, that it was wholly unjustified, the employee shall be given the full pay and allowances to which he would have been entitled had he not been dismissed or removed compulsorily.

30. In other cases the employee shall be given such proportion of pay and allowances as such authority may prescribe provided that such proportion of such pay and allowance shall not be less than the subsistence allowance

admissible under clause (a & b) above.

31. In a case falling under the rule 29 the period of absence from duty shall be treated as a period spent on duty for all purposes.

32. In other cases the period of absence from duty shall not be treated as a period spent on duty. the Competent Authority may however direct if the employee so desires that the period of absence from duty shall be converted into leave of any kind due and admissible to the employee.

33. Joining Time :

Joining time is admissible to an employee who with the consent of or under the orders of the competent authority is transferred from one office to another on grounds of public convenience only and not at his own request or his own advantage or in consequence of any fault on his part.

(1) Joining time may be granted to an employee to enable him—

(a) to join a new post either at the same or a new station without availing himself of any leave or relinquishing of his old post ;

(b) to join a new post in new station on return from :

(i) Earned leave.

(ii) leave other than that specified in sub-clause (i) when he has not had sufficient notice of his appointment to new post ;

(iii) to proceed on relinquishing charge of a post on transfer or leave, in a place in a remote locality which is not easy of access to a specific station.

34. Not more than one day is allowed to an employee, in order to join a new post when the appointment to such post does not necessary involve a change of residence.

from one station to another. An holiday counts as a day for the purpose of this rule.

Note: Sundays are included in the calculation of joining time of one day under this rule. An employee who gives over charge on Saturday forenoon must therefore take charge on Saturday afternoon, and an employee who gives over charge on Saturday afternoon must take charge on Monday forenoon.

35. When holiday (s) follow (s) joining time, the normal joining time may be deemed to have been extended to cover such holiday (s).

36. The joining time of an employee in case involving a transfer from one station to another, neither of which is in a remote locality not easy of access, is subject to a maximum of 30 days. Six days are allowed for prepare and in addition, a period to cover the actual journey calculated as follows :--

(a) An employee is allowed:--

(i) For the portion of the journey which he travels by Aircraft. Actual time occupied by the journey.

(ii) For the portion of the journey which he travels of night travelled :-- One day for each.

(a) By railway 500 Kilometers

(b) By Motor Vehicle or horse drawn conveyance. 150 Kilometres

(c) In any other way. 25 Kilometres

(b) (i) For purposes of journey by air under clause (a) a part of a day should be treated as one day.

(ii) A day is also allowed for any fractional portion of any distance prescribed in clause (a) (i).

- (c). Travel by road not exceeding 8 Kilometres to or from a railway station or Airport at the beginning or end of a journey does not count for joining time. A Sunday does not count as a day for the purpose of calculations in this rule, but Sundays are included in the maximum period of 30 days.

37. If an employee is authorised to make over charge of a post elsewhere than at its headquarters, his joining time shall be calculated from the place at which he makes over charges.

38. The joining time of an employee whose appointment is changed while in transit from one post to another, begins on the day following that on which he receives the order of appointment.

39. If an employee takes privilege (earned) leave while in transit from one post to another, the period which has elapsed since he handed over charge of old post must be included in his leave. On expiry of the leave, the employee may be allowed normal joining time.

40. (1) If an employee is appointed to a new post while on Earned Leave, his joining time will be calculated from his old station or from the place in which he receives the order of appointment, whichever calculation will entitle him the less joining time.

(2) An employee on joining time shall be regarded as on duty if he is entitled to pay for such period.

(3) Subject to the provision of rule (40.1) an employee draws during joining time the pay which he would have drawn, if he had not been transferred or that which he will draw on joining this new appointment whichever is less.

(4) An employee without a substantive appointment is not entitled to any joining time pay for transfer from one officiating appointment to another. But if an employee holding an officiating appointment is required to be transferred from one station to another on administrative or public grounds (to be recorded by the

transferring authority in the order of transfer) before the termination of the officiating vacancy at the old station he may be authorised to draw pay for the transit period.

When an employee combines earned leave and joining time, the pay during joining time will be calculated at the rate at which his joining time pay would have been calculated if he had joined the office to which he is transferred directly.

41. An employee who does not join his post within the permissible period of joining time is entitled to no pay or leave salary after the end of joining time.

Wilful absence from duty after the expiry of joining time may be treated as misbehaviour and will be liable for disciplinary action.

42. Re-employment Pay:

The following procedure should be adopted in fixing the pay of pensioners, including officers pensioned off and retired on Contributory Provident Fund, and from services of the State Government; local Bodies, etc. re-employed in the Company, establishments.

(a) Re-employed pensioners should be allowed only the prescribed scales of pay.

(b) The initial pay, on re-employment should be fixed at the minimum rate of the scale of pay prescribed for post in which an individual is re-employed. In cases where it is felt that the fixation of initial pay of the re-employed officer at the minimum of the prescribed pay scale will cause undue hardship then his pay may be fixed at a higher stage by allowing increment for each year of service rendered before or retirement in a post not lower than that on which he is re-employed.

(c) In addition to (b) above, the employee may be permitted to draw separately any pension

sanctioned to him and to retain any other form of retirement benefit for which he is eligible, e. g. Government's contribution to a contributory provident Fund gratuity, Commuted value of pension etc. Provided that the total amount of initial pay plus the gross amount of pension and/or the pension equivalent of other forms of retirement benefit does not exceed:—

- (i) The pay he draws before his retirement (pre-retirement) pay or
- (ii) Rs. 3,000/- whichever is less.

Note:— In all cases where either of these limits is exceeded, the pension and other retirement benefits may be paid in full and the necessary adjustment made in the pay so as to ensure that the total of pay and pensionary benefits is within the prescribed limits. Where after the pay is fixed a minimum or any higher stage, it is reduced below the minimum as a result of the said adjustment, increase in the pay may be allowed after each year of service. At the rates of increments admissible, as if the pay has been fixed at the minimum or higher stages as the case may be.

- (ii) In cases when the minimum pay of the post in which the employee is re-employed is more than the last pay drawn, the employee may be allowed the minimum of the prescribed scale of the post less pension.
- (iii) Once the initial pay of re-employed pensioner is fixed in the manner indicated above, he may be allowed to draw normal increments in the time scale of the post to which he is appointed.
- (iv) Pay last drawn before retirement will be taken to be substantive pay plus special pay if any.

CHAPTER III

LEAVE RULES

43. Leave is classified as :

- (i) Casual Leave
- (ii) Special Casual Leave
- (iii) Privilege Leave on full average pay or half average pay including leave preparatory to retirement.
- (iv) Extra ordinary leave without pay
- (v) Sick leave
- (vi) Maternity Leave
- (vii) Special Disability Leave

44. Rules of procedure:

(1) Leave ordinarily begins on the day on which transfer of charge is effected or if the charge is transferred in the afternoon on the following day and ends on the day proceeding that on which charge is resumed or if charge is resumed on the afternoon, on that day. A Competent Authority may, however, permit an employee to prefix or suffix holidays to leave, provided his departure or return does not involve loss of appointment or an employee appointed temporarily to service, or transfer of charge or cash.

(2) An employee on leave may not take any service or accept any employment without obtaining the previous sanction from the company. (this does not, however, apply to casual literary work or to service as an examiner);

(3) When leave has been granted on medical certificate, the employee will be allowed to resume duty only after producing a medical certificate of fitness from a Registered Medical Practitioner.

(4) Leave cannot be claimed as a right. The authority required to grant leave has discretion to refuse or revoke it at any time according to the exigencies of the Company's Service. Such authority shall not, however, alter the nature of leave applied for by the

applicant except on the written request of the applicant.

(5) Any kind of leave other than the casual leave/special casual leave admissible under these rules may be granted in combination with, or in continuation of any other kind of leave.

(6) The Competent Authority may at its discretion cancel the leave granted to any employee in the event of recall to duty of an employee who has left the place of his headquarter, single railway fare of the appropriate class by the shortest route, actual bus-fare from the place where he may be spending his earned leave to the place of his headquarters will be admissible to him. When a Company servant is compulsorily recalled from leave, the leave will be treated as expired on the date on which he starts from the place of his residence during leave, for re-joining the post. However, if the recall is optional to the employee, the leave will be considered as expired on the date the employee reports for duty and no fare will be payable for the journey he may have to undertake for such resumption of duties.

(7) Absence without leave or after the end of leave involves loss of appointment or when due to ill-health in which case the absentee must produce the certificate of a Medical Officer, unauthorised absence in continuation of authorised leave of absence, so long as the office of absentee is not substantively filled, if his office is substantively filled, the past service of the absentee is forfeited.

CASUAL LEAVE

45. (1) Casual leave is a concession grant to an employee to enable him to be absent from duty for short periods on account of illness or to enable him to attend to private affairs,

(2) An employee will ordinarily be eligible for casual leave with full pay and allowances to the extent of 15 days in the aggregate in a calendar year.

(3) Casual leave shall not be cumulative and any portion of such leave unavailed of will lapse at the

end of each calendar year.

(4) Casual leave should not normally be sanctioned in excess of 10 days at a time.

(5) Holiday or Sundays intervening a spell of casual leave will not be included as casual leave.

46. Special Casual Leave:

Subject ordinarily to a maximum of 30 days in the year the Competent Authority may grant special casual leave to an employee under the following circumstances:—

(1) For tournaments sports as a member of company team.

(2) Republic day parades when participating as a member of the Coy.

(3) For attending in his personal capacity, meetings of technical and scientific nature, confer. con. such as the Institute of Engineers, Institute of Chartered Accountants, Indian Statistical Institute etc.

(4) Quarantine due to infectious diseases of small pox, measles, chicken pox, whooping cough, Mumps, fever and Dengue etc. in the family of employee including the Employee himself on the certificate of a Medical Officer.

(5) Special casual leave not exceeding 6 working days may also be allowed by the Competent Authority in favour of such employees who undertake official operation (especially for safety working) under the Safety Planning Scheme.

47. Privilege Leave on Full Average Pay:

An employee will be eligible in the first year of service for earned leave with full average pay at the rate of 1/12th of the period spent on duty, expressed in number of days and fraction of a day and in subsequent years at the rate of 1/12th of such period, expressed in days and fraction of a day.

(2) For the purposes of calculations of leave under sub-clause (1) no period of leave (other than casual leave or special casual leave) availed of will be treated as period spent on duty.

An employee will cease to earn such leave as is referred to in sub-class (1) above where the earned leave on average pay to his credit exceeds 180 days;

(4) An employee may be granted a maximum earned leave of 120 days at a time.

(5) Additional leave on full average pay may also be granted to an employee on account of illness of the kind T. B. or Cancer on production of Medical Certificate to the extent of half pay leave due to him. In that case half pay leave shall be deemed as forfeited.

48. Leave of Half Average Pay :

(1) An employee will earn leave on half average pay at the rate of 20 days for every completed year of service rendered by him and such leave will be credited to his leave account only on completion of the year.

(2) The half average pay leave due may be granted to an employee on Medical Certificate or on Private Affairs.

(3) Leave on half average pay may be commuted into earned leave on full average pay for half the period at the option of the permanent employee. Commuted leave not exceeding half the amount of half average pay leave due may be granted on Medical Certificate only to an officer in permanent employee subject to the following conditions :

(a) Commuted leave during the entire service shall be limited to a maximum of 240 days.

(b) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.

(c) The total duration of earned leave and

commuted leave taken in conjunction shall not exceed 240 days at a time. Provided that no commuted leave may be granted under this rule unless the authority competent to sanction leave has reason to believe that the Officer will return to duty on expiry of such leave.

(4) An employee will be entitled to get proportionate dearness allowance during leave on half average pay.

(5) There is no limit on the accumulation of half average pay leave and the employee can avail of half average pay leave earned upto a maximum of 24 months at a time. 7

49. Leave Preparatory to retirement:

An employee may be granted before his retirement or superannuation the entire leave on full average pay and leave on half average pay due to him subject to the following conditions:—

- (a) The leave granted should not exceed 120 days on full average pay and 720 days on half average pay.
- (b) The leave period should not extend beyond the date of superannuation; and
- (c) He does not re-join duty.

50. Extra-ordinary leave without Pay:

(1) An employee may be granted extra-ordinary leave without pay for a period which shall not ordinarily exceed to 2 months on one occasion provided no other leave is due to him or when the employee specifically applied for extra-ordinary leave. Extra-ordinary leave may be granted upto a maximum of 18 months under special circumstances (such as on account of illness of the kind T. B., Leprosy etc.)

(2) The authority competent to sanction leave may sanction extra-ordinary leave without pay in combination

with or in continuation of any other kind of leave to which the employee may be eligible, and may commute period of absence into such leave with retrospective effect.

(3) No pay or allowance will be payable for the period of extra ordinary leave.

51. Maternity Leave:

(1) An employee will be eligible for maternity leave on full average pay for a period which may be extended upto the end of three months from the date of its commencement or to the end of six weeks from the date of confinement, whichever is earlier, provided that the total maternity leave availed of during the entire service of the employee shall not exceed a period of nine months. Such leave is not debited to the leave account.

(2) Maternity leave may be combined with leave of any other kind, but any leave applied for in continuation of the former may be granted only if the request is supported by a certificate from the authorised Medical Officer.

(3) Maternity Leave may also be granted in case of mis-carriage including abortion, subject to the following conditions :

- (a) That employee, if temporary, has been in service for not less than 1 year before the commencement of the leave ;
- (b) That the leave does not exceed six weeks ; and
- (c) That the application is supported by a certificate from the authorised Medical Officer.

52. Special Disability Leave:

Subject to the conditions hereinafter specified the Competent Authority may grant special disability leave to an employee who is disabled by injury intentionally inflicted or caused in, or in consequence of, the

due performance of his official duties or in consequence of his official positions.

(1) Such leave shall not be granted unless the disability manifested itself within three months of the occurrence to which it is attributed and the person disabled acted with due promptitude in bringing it to notice of the competent authority. But if the Managing Director is satisfied as to be granted in cases where the months after the occurrence of its cause.

(2) The period of leave granted shall be such as is certified by the Medical Board to be necessary. Extension can be allowed on certificate of a Medical Officer and the total period of leave shall in no case exceed 240 days.

(3) Such leave may be combined with leave of any other kind.

(4) Such leave may be granted more than once if the disability is aggravated or reproduced in a similar circumstances at a latter date but not more than 240 days of such leave shall be granted in consequence of any one disability.

(5) The employee during the period of special disability leave shall draw:—

- (a) For the first 90 days if any period of such leave, leave salary equal to full average pay.
- (b) For the remaining period of any such leave, leave salary equal to half average pay.
- (c) However on the expiry of first 90 days of such leave when only half average pay is admissible, an employee at his option may avail of earned leave on full average pay due to him instead of half average pay disability leave.

(6) Disability leave thus granted to an employee shall not effect the amount of leave at his credit.

53. Leave Beyond The Date of Compulsory Retirement.

No leave shall be granted beyond the date on which an employee is due to superannuate under the rules of the Company, unless such leave had been applied for in sufficient time before the date of retirement and had been refused.

(1) The authority empowered to grant leave in the interest of the company allow an employee who has been refused Privilege leave pending retirement in whole or in part on account of exigencies of the Company's service, the leave so refused even though it may extend to a date beyond the date on which such employee would compulsory superannuate.

(2) An employee whose service has been extended beyond the date of his compulsory superannuation may similarly be granted either within the period of extension or after its expiry, privilege Earned Leave which could have been granted to him under the preceding provision had he superannuated on that date less the leave, if any, taken during the period of extension and in addition such earned leave due in respect of the extension and refused to him on account of the exigencies of the Company's service. In determining the amount of earned leave due in respect of the extension the earned leave if any admissible on the date of compulsory superannuation shall be taken into account.

(3) The quantum of post-retirement leaves should not exceed a period of six months.

54. Over-Stayal or Leave:

Without prejudice to any disciplinary action that it may be necessary to take against an employee who remains absent from duty after the expiry of leave granted to him, the period of such absence from duty shall unless the leave is extended by the Competent Authority be treated:

- (a) Leave on half average pay to the extent that such leave is due if supported by a Medical Certificate or

- (b). Extra-Ordinary leave without pay for the entire period of absence or for the period by which leave due on Medical Certificate falls short of the period of absence from duty; unless the competent Authority, in his discretion, choose to decide otherwise.
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CHAPTER IV

TRAVELLING ALLOWANCE

Classification of Employees :

53. For the purpose of calculating travelling allowance Corporation employees are divided into four grades as follows :

- (a) Grade I : Employees drawing pay at Rs. 1000/- or above
- (b) Grade II : Employees drawing pay at Rs. 400/- or above but less than Rs. 1000/-
- (c) Grade III : Employees drawing pay at Rs. 100/- or above but less than Rs. 400/-
- (d) Grade IV : Other Employees drawing less than Rs. 100/-

(1) When an employee who has a substantive appointment officiates in another appointment, his officiating appointment alone taken into account in determining the rates of travelling allowances admissible to him.

(2) The gradation of the re-employed pensioners for purpose of travelling allowance is determined on the following basis :-

- (a) Where the pension is held in abeyance during the period of re-employment the grade of the re-employed pensioner shall be determined in accordance with the pay actually received from time to time.
- (b) Where the pension is allowed to be drawn in addition to pay the re-employed pensioners should be deemed to be in receipt of actual pay equivalent to his re-employed pay plus the pension subject to the proviso that if

the sum of such pay plus pension exceeds the pay of the post, if it is on a fixed rate of pay or the maximum pay of the post, if it is on a time scale of pay, such excess shall be ignored.

(3) An employee in transit from one post to another ranks in the grade to which the lower of the two posts would entitle him.

(4) The travelling Allowance of an employee who is promoted or reverted or is granted an increased rate of pay with retrospective effect should not be revised in respect of the period intervening between the date of promotion or reversion or grant of an increased rate of pay and the date on which the orders are issued or notified.

56. Different Kinds of Travelling Allowance :

The following are the different kinds of travelling allowances which may be drawn in different circumstances by the employee:

- (a) Mileage Allowance
- (b) Daily Allowance
- (c) The actual cost of travelling.

57. Mileage Allowance—General Rules :

A mileage allowance is an allowance calculated on the distance travelled which is given to meet the cost of a particular journey.

(1) For the purpose of calculating mileage allowance, a journey between two places is held to have been performed by the shortest of two or more practicable routes.

(2) A competent authority may for special reasons which should be recorded permit mileage allowance to be calculated on a route other than the shortest or cheapest, provided that the journey is actually performed by such route.

(3) A journey on transfer is held to begin or end at the actual residence of the employee concerned. Any other journey is held to begin or end in any Station at the duty in that Station.

Explanation :— For the purpose of this Rule, 'Duty point at the Headquarters means the place or office where an employee remains on duty i. e. the place/office of employment at the Headquarters. As for Out-States the 'Duty Point' shall be taken to be the place/office visited by the employee on duty.

(4) An employee is required to travel by the class of accommodation for which travelling allowance is admissible to him. The provision of all rules regarding mileage allowance are subject to the condition that if an employee travels in a lower class of accommodations, he shall be entitled to the fare of the class of accommodation actually used plus the usual allowance or the extra fare or fares of the entitled class, as the case may be, for incidental expenses.

55. For Journey by Rail/Road, an employee is entitled to mileage allowance as shown below:—

Grade of Employee	Class of Railway accommodation.
(a) Grade I	Air conditioned Railway coaches fare plus 0.05 paise per Kilometre
(b) Grade II	1/2 time I Class
(c) Grade III	1/2 time II Class
(d) Grade IV	1/2 time III Class

(1) The Managing Director in consultation with the Financial Advisor may for special reasons which should be recorded declare any particular employee or class of employee to be entitled to accommodation of a higher class than prescribed for his grade.

(2) If an employee of the third Grade travels by a train which does not provide the Class of accommodation to which he is entitled he may be allowed to draw a single railway fare of the next higher class plus the extra fare admissible at the rate of the class

by which he is entitled to travel provided that the journey is actually performed by the higher class and the competent authority certifies that it was necessary in the interest of the Corporation to do so.

59 Mileage allowance for journey by road:

The rates will be the same as allowed by the State Govt. to its employees, from time to time.

(1). In calculating mileage allowance for journey by road, fractions of Kilometres should be omitted from the total of a Bill for any one journey but not from various items which make up the Bill.

Mileage allowance for journey by Air:

(a). For journey on tour from Srinagar to Jammu and vice-versa an employee whose rank when the journey is undertaken is not below grade II shall normally travel by air, but a competent authority may permit a journey by road in case where the employee has specific duties to perform in public interest at an intermediate point between the two cities, or when an employee cannot undertake journey to be taken immediately in public interests by air due to bad weather or non-availability of a seat in the plane.

(b) In all other cases sanction of the competent authority is necessary if the journey had to be urgently taken and the extra expenditure involved was justified in the Company's interest.

(1) For journey on tour from Srinagar or Jammu to any other place in India and vice-versa.

(a) Employees in Grade I or those whose travelling allowance by normal mode of conveyance i. e. road and rail would be more than the air fare, shall normally travel by air.

(b) In all other cases sanction of the competent authority will be necessary.

(2) An employee authorised/entitled to travel by air from Srinagar to Jammu and vice-versa is entitled

to the fare equivalent to one and one third of the standard air fare and in case of other journeys to an allowance equal to one and 1/4th of the fare, the 1/4th fare being restricted to maximum of Rs. 30/ for each single air journey and allowance only in accordance with the J&K CSR which prescribes the Stations outside the State where 75% addition to daily allowance is admissible. He will also be entitled to re-imbusement of Insurance premium for a sum of Rs. 50,000 paid to the Insurance companies in case of all journeys by air.

If return tickets are available and if the employee concerned expects to return by air the travelling allowance admissible will be return fare plus two third or one half of the standard fare as the case may be.

61. Daily Allowance:

A daily allowance is a uniform allowance for journeys on tour for each day of absence from Headquarters or part thereof and is intended to cover the ordinary daily charges incurred by an employee in consequence of such absence.

(1) Period of absence from the headquarters shall begin when an employee actually leaves his headquarters and end when he actually returned to the place in which his headquarters are situated.

(2) Daily allowance may be drawn during a halt on tour not exceeding 15 days or on a holiday occurring during a tour but not when an employee is on leave including casual leave.

(3) Daily allowance may not be drawn for any day on which an employee does not reach a distance exceeding 13 kilometres from the duty point on return there-to from a distance exceeding 13 kilometres.

(4) When an employee who is supplied with means of conveyance without charge returns to his headquarters on duty point on the same day, daily allowance will be calculated as follows:—

- (i) If the absence from Headquarters exceeds
12 hours Full day allowance

- (ii) If the absence from H. Q. does not exceed 12 hours but exceed 6 hours
Half D. A.
- (iii) If the absence from Headquarters does not exceed 6 hours
Nil

(5) Daily allowance is inadmissible for a day for which travelling expenses or any other kind of travelling allowance is drawn.

(6) In the case of halts on tour outside the state, half the daily allowance may be drawn by an employee in addition to mileage on journeys by rail or by air on the day of arrival or on the day of departure at the place of halt provided 6 hours of the day are spent at the place of halt. The day in this case will be reckoned from 6 A. M. to 6 P. M.

62. Daily allowance will be admissible on the same scale as allowed by the Government to its employees from time to time.

(1) An employee who while on tour, is allowed free board and lodging at the expense of the Corporation, or State Central Govt. or an autonomous Industrial or Commercial Body or a local authority, may draw daily allowance at one-half of the admissible rate.

(2) When an employee is required by a prior order of the competent authority to travel by any special means of conveyance, the cost of which exceeds the travelling allowance admissible to such employee the actual cost of transit by such means may be drawn in lieu of travelling allowance on a certificate that the use of special means of conveyance was absolutely necessary and specifying the circumstances which rendered it necessary.

63. Journey During Suspension

An employee under suspension who is required to perform journey to attend the departmental enquiry (other than the Police enquiry) on tour from his headquarters to the place where the departmental enquiry is held or from the place at which he has been permitted to reside during suspension to the place of enquiry which

ever is less. No travelling allowance will however, be permissible if the enquiries held at the outstation are at his own request.

Note:— His travelling allowance will be regulated by grade to which he belonged prior to his suspension.

(1) An employee summoned to give evidence of facts which have come to his knowledge or of matters with which he has had to deal in his official capacity:—

- (i) In criminal cases cognizable by police, or
- (ii) In civil cases to which the Corporation is a party, or
- (iii) In a departmental enquiry held by a properly constituted authority,

may draw travelling allowance under the Rules for journeys on tour provided that he must obtain from the court concerned a certificate to the above effect.

64. Absence from Headquarters on account of road blockade during the period of tour shall be treated as period of halt on duty.

65. When an employee will be despatched on duty to a place within 8 miles (13 kilometres) radius from his office or is summoned to his office within or outside the hours of duty, the expenditure involved on conveyance will be reimbursed to him and charges to contingencies.

66. An employee with the sanction of the competent authority may draw in lieu of the allowance admissible for journeys to places outside the State and halts at such places actual expenses, if the amount admissible otherwise is inadequate and falls short of the expenditure to which the employee is put by his stay outside the State. Such expenses will besides actual travelling expenses include charges for board and lodging subject to production of vouchers in support of the claim.

Actual expenses will also include tip money paid to servants.

(1) The actual transport charges incurred by an employee during tour outside State may be reimbursed to him and charged to contingencies with the sanction of competent authority who will satisfy himself that the expenditure was justified and unavoidable in the interest of the Corporation.

Note:— The Competant Authority will scrutinize each claim on its merit keeping in view the status of the employee, the place visited and the exceptional circumstances which necessitated the claim for actual expenses in lieu of the travelling allowance and pass such claims, as may be reasonable.

67. Darbar move allowance and other allowance will be admissible at the same rates as allowed by the Govt. to its employees from time to time.

68 Journeys on Transfer:

(1) In the case of journeys on transfer an employee is entitled to travelling allowance at double the ordinary rates prescribed if he is transferred for Company's service and not at his own request or in consequence of misconduct or if he is entitled to pay during the time occupied in such journey.

(2) An employee whose appointment is changed while in transit from one appointment to another, is entitled to travelling allowance from his old station to the place (on the route to the first station to which he was proceeding) at which he receives his further orders and then to the new station.

(3) An employee who is transferred from one station to another is entitled to T. A. from his old station to his new station even though earned leave not exceeding 120 days intervene.

The T. A. of an officer who receives orders of transfer during such leave will be calculated from his old station or from the place where he receives orders of transfer whichever calculation entitles him to lesser travelling allowance.

CHAPTER V

ADVANCES (GRANT AND RECOVERY) RULES

69. Types of Advances:

Advances may be granted for the following purposes:—

(A) Interest-free advances:

- (a) Advance of Travelling Allowance on Tour.
- (b) Advance of pay and Travelling allowance on transfer.
- (c) Advance of leave salary.
- (d) Festival advance.

(B) Interest-bearing Advances

- (a) Advance for purchase of conveyance.
- (b) Advance under special circumstances.

70. The rate of interest in the case of interest-bearing advances shall be such as may be in force from time to time in respect of employee of State Government.

71. Advances for Journey on tour:

Competent Authority may sanction in favour of any employee who is required to proceed on tour; the grant of an advance to cover his personal expenses for a period not exceeding 30 days as well as his expenses on contingent charges arising out of the tour.

Note:— Personal expenses as mentioned in the rule mean steamer rail, or air fares, incidental charges, road mileage and daily allowance, contingent charges mean expension type of conveyance for carriage of records and other company properties.

(2) A second advance cannot be made to an employee under this section until the first advance has been accounted for and adjusted.

... amount of advance granted under this rule should be repaid immediately or within 30 days of the completion of the tour. In case the amount of advance drawn is in excess of the travelling allowance claim preferred by the employee, and the contingent charges actually incurred the employee should refund the balance in cash immediately. If the Travelling Allowance and contingent bills have not been submitted by the employee within the above mentioned period, the whole amount of the advance is liable to be adjusted from his next pay bills.

72. Advance of Pay and Travelling Allowance :

(1) Any permanent employee under orders of transfer, whether he is on duty or on leave when he receives the orders of transfer may be granted by the competent authority an amount not exceeding one month's pay which he is in receipt of immediately before his transfer or the pay he is entitled to after transfer, whichever is less, plus the travelling allowance to which he may be entitled under the rules in consequence of transfer. The advance should be recorded on the last pay certificate of the employee concerned.

(2) The advance of pay should be recovered from the pay of the employee in not more than three equal, or approximately equal monthly instalments commencing from the month in which the employee draws a full month's pay and or leave salary on joining his new appointment.

(3) The advance of Travelling Allowance should be recovered full on submission of the employee's Travelling Allowance bill. In case the Travelling month of his joining duty, the amount should normally be recovered from his next pay bill.

73. Advance of Leave Salary:

(1) An employee who is granted leave for a period of not less than 30 days, may be granted an advance of pay not exceeding one month's leave salary less deduction for Provident Fund, advances, Income-Tax etc. prior to his proceeding on leave.

(2) The advance of leave salary drawn will be adjusted in full through the next pay bill drawn in favour of the employee.

74. Festival Advances:

Festival advances may be granted by the competent authority to employee in receipt of pay not exceeding Rs.500/- per month on the eve of important festivals, subject to the following terms and conditions.

(1) The amount of advance will be limited to Rs.100/- or one month's basic pay, whichever is less.

(2) The advance must not be drawn more than a week before the festival concerned commences. It is admissible only to those on duty, or on leave on the average pay or half average pay at the time the advance is drawn provided a proper application is made for it.

(3) The advance will be recovered in not more than 5 equal monthly instalments, the first recovery commencing with the pay bill prepared immediately after the advance has been drawn. The amount of each instalment should be rounded off to the nearest rupee, any balance being recovered in the last instalment.

(4) The advance will be admissible only on one occasion in a financial year.

(5) Before the advances are sanctioned in favour of temporary employees, sureties from permanent employees, should be obtained.

No sureties will be needed in the case of employee who have completed a minimum of three years continuous service with the Corporation.

(6) Advance should not be paid to temporary employee who are not likely to continue in service for a period of at least six months beyond the month in which the advance is paid.

PURCHASE OF CONVEYANCE

B

75. Purchase of Cycle:

An employee whose pay does not exceed Rs 250/- a month may be granted by the competent authority an advance for the purchase of a cycle subject to the following conditions:--

(1) The amount of the advance shall not exceed Rs.200/- or the anticipated price of the cycle, whichever is less.

(2) The recovery will be made by deduction from the monthly pay bills of the employee in 20 instalments.

(3) An employee who takes an advance shall, within one month of drawing the advance, furnish to the sanctioning authority a certificate giving full particulars of the conveyance purchased and the cash receipt for the amount actually paid by him. If the actual price paid is less than the advance taken, the balance should be refunded forthwith.

(4) A second advance should not ordinarily be granted within three years of the drawal of the first advance.

(5) An advance to a temporary employee may be sanctioned provided that he is likely to continue in service till such time as the advance is completely recovered;

76. Advance for the purchase of Motor Car,
Motor cycle or Scooter:

Any employee having not less than 5 years service at his back may be granted by the Managing Director an advance for the purchase of a Motor vehicle subject to the following conditions:—

(1) Advance will be given only if the Managing Director in consultation with the Financial Adviser considers that it is in the interest of the Corporation that the employee should use a motor vehicle in the discharge of his duties, and also that the employee is likely to remain in the service of the Corporation or in Government Service till such time as the advance and

interest thereon is fully recovered.

Note:— The term motor vehicle appearing above and in the form of an agreement as well as in mortgage bond, will mean a motor car, a scooter, or a motor-cycle as the case may be.

(2) The maximum amount of the advance for the purchase of a Motor car will be Rs.12,000/- or 12 months pay of the employee or the anticipated price of the motor car, whichever is less. If the actual price paid is less than the advance drawn, the balance must be refunded forthwith to the Corporation in cash. The amount of advance will be recoverable by deducting monthly instalments equal to 1/50th part of the advance from the pay bill of the employee concerned. The employee shall however, have the option of re-paying the advance in a lesser number of instalments than 50, provided that the number of such lesser instalments in which he desires recovery to be effected, is intimated by him to the Corporation before commencement of recovery. Recovery will commence with the first issue of pay after the advance is drawn. The recovery of interest in similar instalments will commence from the month following that in which payment of the principal has been completed.

(3) The maximum amount of the advance for the purchase of a motor-cycle/scooter will be Rs.3,000/- or 10 months basic pay of an employee or the anticipated price of the vehicle whichever is less and recovery will be made by deducting monthly instalments equal to 1/50th part of the advance.

(4) The amount of the advance to be recovered monthly should be fixed in whole rupees except in the case of the last instalments when the remaining balance including any fraction of rupee should be recovered.

(5) In the case of employee who are due to retire or whose contract expires before the completion of a period of 50 months from the first issue of pay after the drawal of the advance, the number of instalments should be so regulated that the recovery of the advance and interest thereon would be completed well before time of issue of the last pay to the employee before retirement.

(6) At the time of drawing the advance an employee should be required to execute an agreement; in the form given in Annexure II and on completing the purchase he should further be required to execute a mortgage bond Annexure III hypothecating the motor vehicle to the Corporation as security for the advance. The cost price of the motor vehicle purchase should be entered in the schedule of specifications attached to the mortgage bond.

(7) The mortgage bond to be executed by the employee drawing an advance for the purchase of a motor car provides for insurance against full loss by fire, theft, or accident. The Insurance Policy must, therefore, provide complete and un-qualified coverage against loss as aforesaid. No conditional policies will be acceptable. Such insurance should be effected simultaneously with the purchase of the motor vehicle.

(8) In all cases in which a motor vehicle is sold before the advance received for its purchase with the interest accrued thereon has been fully repaid, the sale proceeds must be first applied so far as may be necessary towards the repayment of such outstanding balance, provided, that when the motor vehicle is sold only in order that another motor vehicle may be purchased, the sanctioning authority may permit an employee to apply the sale proceeds towards such purchase subject to the following conditions :-

- (a) the amount outstanding shall not be permitted to exceed the cost of the new motor vehicles;
- (b) the amount outstanding shall continue to be repaid at the rate previously fixed; and
- (c) the new motor vehicle must be insured and mortgaged to the Corporation as required by those rules.

CHAPTER VI
GRATUITY RULES

77. Conditions of Grant Gratuity:

(1) Subject to the condition that the service has been good, efficient and faithful, gratuity may be paid to an employee in the following circumstances:—

- (a) on discharge from service arising from a reduction of establishment; or
- (b) on retirement on account of permanent incapacity due to the bodily or mental infirmity if other suitable employment cannot be found for him;
- (c) Superannuation; and
- (d) Voluntary retirement after 10 years qualifying service.

(2) Gratuity is not admissible to an employee whose services are terminated for misconduct insolvency or inefficiency.

(3) Except in the case of death, gratuity is admissible only after two years qualifying service.

78. Amount of Gratuity:

(1) Gratuity will be equal to one half of the emoluments for each completed year of service subject to a maximum of 15 times the monthly emoluments or Rs.20,000/- whichever is less.

(2) In the case of death, the amount of gratuity will be calculated under (a) above or as worked out below whichever is more:—

- (i) During the first year of service

— two months
emoluments

CHAPTER VII

DISCIPLINE AND APPEAL RULES

82. Suspension of a Employee:

A Competent authority may remove an employee from office and place him under suspension pending inquiry into his alleged misconduct. An order of suspension may at any time be revoked by the authority which made the order or by any higher authority. An order of suspension shall be followed by a charge sheet within seven days except when a case or a criminal offence against him is under investigation or trial before a judicial authority. Necessary orders for the re-instatement or otherwise will be passed by the competent authority as early as possible after the case is investigated and the statement of the employee in defence is fully considered.

83. Nature of Penalties:

The following penalties may, for good and sufficient reasons and for mis-conduct as hereinafter provided, be imposed on any employee.

(i) Minor penalties:

(a) Warning or censure

(b) Fine

(c) Withholding of increment of promotion, including stoppage at an efficiency bar.

(ii) Minor penalties: / *in 2/2*

(a) Reduction to a lower class, grade or post, or a stage in a time scale.

(b) The recovery from pay of the whole or part of any pecuniary loss caused to the Corporation by negligence or breach of orders.

(c) Removal from service which shall not debar an employee from future employment.

(d) Dismissal from service which shall ordinarily debar an employee from future service under the Corporation.

84. Acts of Misconduct:

Without prejudice to the general meaning of the term 'misconduct' it shall be deemed, for example to mean and include the following :--

(i) Habitual late attendance, wilful or habitual absence from duty without leave or without sufficient cause.

(ii) Negligence or neglect of duty, malingering and slowing down of work.

(iii) Gambling, drunkenness, riotous, disorderly or indecent behaviour.

(iv) Deliberately spreading false information or rumours.

(v) Habitual indiscipline or wilful insubordination or dishonesty in connection with the Corporation's business.

(vi) Theft of Corporation's property and fraud or dishonesty in connection with the Corporation's business.

(vii) Giving false information regarding one's particulars for purposes of employment.

(viii) Taking or giving bribes or any illegal gratification whatsoever or indulging in corrupt practices.

(ix) Assaulting or intimidate any employee of the Corporation.

(x) Sabotage or wilful damage to, or loss of Corporation's goods or property.

- (xi) Unauthorised communication of official documents or information relating to Corporation business.
- (xii) Striking work or inciting others to strike work in contravention of the provision of any law or rules having the force of law.
- (xiii) Conviction in a court of law for any criminal offence involving moral turpitude.
- (xiv) Adjudged insolvency not warranting continuance of the Corporation's trust and confidence which the duties of the employee call for.
- (xv) Writing of anonymous letters etc. addressing appeal or representations to an authority other than the appellate of the appropriate authority.
- (xvi) Abetment or attempt to an act of misconduct

Note : This list is only illustrative and not exhaustive.

85. Disciplinary Authorities :

Subject to the provisions of these Rules, the Authority competent to sanction his appointment in consultation with or without the Financial Adviser as the case may be may impose any one or more of the penalties specified in Rule 83 on any employee.

86. Procedure for Imposing Minor Penalties :

(1) When it is proposed to impose any of the minor penalties on an employee, shall be informed in writing of the allegations or charges on account of which it is proposed to impose the penalty on him and asked to submit his explanation within a specified period not exceeding seven days. The explanation and evidence, if any, furnished by the employee shall be taken into consideration by the competent authority before passing orders.

(2) The record of proceedings in such cases shall include :—

- (a) a copy of the statement of allegations and or charges communicated to the employee
- (b) the explanation and evidence, if any, furnished by the employee; and
- (c) the findings of and the order passed by, the competent authority.

87. Procedure for Imposing Major Penalties:

(1) When an employee is charged with misconduct which may lead to the imposition of a major penalty, the competent authority shall frame definite charges on the basis of the allegations against him. The charges, together with a statement of the allegations on which they are based, shall be communicated in writing to the employee, who shall be required to submit within such time as may be specified by the competent authority (not exceeding 15 days) a written statement of his defence.

(2) On receipt of the written statement of the employee or if no such statement is received within the time specified, an enquiry may be held by the competent authority itself, or by an officer or committee appointed for the purpose (hereinafter called the Inquiry Authority) by the Competent Authority.

(3) At the enquiry reasonable opportunity shall be afforded to the employee for explaining and defending his case.

Note :—The inquiring authority shall be the sole judge to decide what a reasonable opportunity" would be.

(4) At the conclusion of the enquiry, the inquiring authority shall prepare a report of the enquiry recording its findings on each of the charges, together with the reasons therefor.

83. The record of the enquiry in such cases shall include :

- (i) the charges framed against the employee and the statement of allegations furnished to him under sub-rule (1) or rule (87)
- (ii) his written statement of defence, if any ;
- (iii) the oral and/or documentary evidence, if any, considered in the course of the enquiry ; and
- (iv) the findings on each charges and the reasons therefor.

89. The Competent Authority shall consider the result of the enquiry, record its conclusion on each charge and pass appropriate orders.

90. Joint Enquiry :

Where two or more employees are concerned in any case, the authority competent to impose a major penalty on all such employee may make an order directing that disciplinary action against all of them may be taken in a common proceeding and specifying the authority which may sanction as the inquiring authority for the purpose of such common proceeding.

91. Special Procedure in certain cases :

In cases where :

- (i) a penalty is imposed on an employee on the ground of conduct which has led to his conviction on a criminal charges, or on the strength of facts or conclusions arrived at by a judicial trial; or
- (ii) where the employee on whom a penalty is imposed is absconding; or
- (iii) where the reasons of security so warrant, the competent authority may dismiss any employee from service without following the procedure laid down in the above rules.

or deputation from the Central or a State Government etc :

(1) Where an order of suspension is made, or disciplinary proceeding is taken against an employee who is on deputation to the Corporation from the Central or a State Government, or another public undertaking the authority lending his service (hereinafter referred to as the "Lending Authority") shall forthwith be informed of the circumstances leading to the order of his suspension or the commencement of the disciplinary proceedings, as the case may be.

(2) In the light of the finding in the disciplinary proceeding taken against the employee :-

(a) If the Competent Authority is of the opinion that any of the minor penalties should be imposed on him, it may pass such orders in the case as it deems necessary after consultation with the Lending Authority.

Provided that in the event of a difference of opinion between the competent authority and the Lending authority, the case of the employee should be placed at the disposal of the Lending Authority for such action as it deems necessary.

(b) If the Competent Authority is of the opinion that any of the major penalties should be imposed on him, it should replace his services at the disposal of the Lending Authority and the proceeding transferred to the Lending Authority for such action as it deems necessary.

(3) If the employee submits an appeal against an order imposing a minor penalty on him under sub-rule (1) it will be disposed of after consultation with the Lending authority, provided that if there is a difference of opinion between the Appellate Authority, and the Lending Authority the services of the employee shall be replaced at the disposal of the Lending Authority, and the proceedings of the case shall be transmitted to that authority for such action as it deems necessary.

93. Appeals and Representations:

- (1) (i) Every employee shall be entitled to appeal from an order passed by any authority imposing upon him any of the penalties specified in rule (83).

No appeal shall be from an order passed in appeal.

(ii) Appeals shall lie :—

- (a) from an original order of punishment of a subordinate officer to the Managing Director.
- (b) from an original order of punishment of the Managing Director to the Chairman, and from the original order of punishment of the Chairman to the Board of Directors.

(2) An employee may appeal against an order which :—

- (a) denies or varies to his disadvantage, his pay, allowance provident fund or other conditions of service as regulated by the rules or by agreement, or
- (b) interprets to his disadvantage the provisions of any such rules or an agreement to the Board of Directors, if the order is passed by the Managing Director and to the Managing Director if the order is passed by any authority under the Managing Director, through proper channel.

(3) In all other matters an employee may send, through Proper channel, a representation or a petition to an authority under whose competence the matter falls.

(4) In all cases a copy of the order to be appealed against will be made available to any official on direct request and on payment of usual copying fee.

94. Procedure for submission of appeals:

- (1) An appeal shall be preferred to the Appel-

late authority within 90 days the date of the of order appealed against.

(2) Every employee preferring appeal shall do so separately and in his own name.

(3) Every appeal preferred under these rules shall contain all material statements and arguments, relied on by the appellant, shall contain no disrespectful or improper language and shall be complete in itself and submitted through proper channel.

(4) Every appeal preferred under these rules shall be accompanied by a stamped paper of the value prescribed in the stamp Act and also by an attested copy of the orders appealed against.

(5) Where an appellant does not get any reply within one month of the submission of the appeal, he may send a copy of the appeal direct to the next higher Appellate Authority explaining the circumstances necessitating his doing so and sending a copy thereof to the authority to whom his appeal was originally submitted.

95. Transmission of appeals :

(1) The authority which passed the order appealed against, shall within 15 days of the submission of the appeal, transmit it to the appellate authority; except where he decides to withhold the appeal.

(2) where an appeal is withheld the appellant shall be informed of the fact and the reasons therefor within 15 days of the receipt of the appeal. No Appeal shall be against the withholding of an appeal.

(3) A register of appeals withheld giving the substance of the appeals and the reasons for their being withheld, shall be maintained by each authority competent to pass orders on such matter and once a quarter this register shall be put up to the appellate authority for review.

(4) An appellate Authority may call for any appeal admissible under these rules which has been with-

held by an subordinate authority and may pass such orders thereon as it considers fit.

96. Consideration of appeals and representations:

(1) The appellate authority shall consider whether the facts on which the orders imposing penalty was based have established whether the facts established afford sufficient ground for taking action and whether the penalty imposed is excessive, adequate or inadequate and after such considerations shall pass orders as it thinks proper within two months of the date of appeal, provided that no penalty shall be enhanced unless an opportunity is given to the appellant to show cause why such penalty shall not be enhanced.

(2) Representations and petitions will also be similarly reviewed as to the fairness of the decision already taken.

97. Review:

Notwithstanding anything contained in these rules the Board may on a motion or sub-motto call for the record of any case involving a major penalty and after reviewing the case, pass such orders thereon as it may deem fit.

Provided that where the Board after reviewing the case proposed to enhance the penalty imposed by any such orders, the employee concerned shall be given opportunity of showing-cause against the proposed enhancement.

APPLICATION FOR THE GRANT OF ADVANCE
FOR THE PURCHASE OF MOTOR CAR/
MOTOR CYCLE/ SCOOTER

PARTICULARS OF APPLICANT

1. Name (in block letters)
2. Designation
3. Posting i. e. Division/Section office ..
in which working
4. Basic Pay
5. Whether a deputationist, if so name of the Depart-
ment of Central/Provincial in which holds lien
post held substantively period of deputation with
dates
6. Date of appointment in the department
7. Date of birth
8. Conveyance proposed to be purchased i. e. Motor
Car/Motor Cycle/Scooter
9. Whether the applicant intends to purchas new
or old motor vehicle
10. Amount of advance applied for ..
(in words) ..
(in/ figures) ..
11. No. of instalments in which proposed to be
repaid (excluding instalment relating to interest).

Signature of applicant

PARTICULARS OF SURETY

1. Name of Surety
2. Designation
3. Date of appointment in Deptt.

4. If on contract, period of contract.
with dates
5. If on deputation, the name of the Deptt. of
Central/ State Govt. in which holds lien the
period of the deputation with dates
6. Date of birth

Signature of Surety

CERTIFICATE

Certified that the purchase of Motor Car/Motor
Cycle/Scooter by Shri
designation is necessary for the
efficient discharge of his duties.

HEAD OF THE OFFICE

FORM OF AGREEMENT TO BE EXECUTED AT
TIME OF DRAWING AN ADVANCE FOR
THE PURCHASE OF MOTOR VEHICLE

An agreement made on day
of one thousand nine hundred and
between of (hereinafter called the Borrower
which expression shall include his heirs, administrators,
executors and legal representatives), of the one part
and the Jammu and Kashmir State Agro Industries
Development Corporation Ltd. (hereinafter referred
to as the Company which expression shall be deemed
to include its successors and assigns), of the other
part. Whereas the Borrower has under the Provisions
of the Jammu and Kashmir State Agro Industries
Development Corporation Ltd; Advance (Grant and
Recovery) Rules (hereinafter called the Rules; applied
to the Company for a loan of Rs. for the pur-
chase of a motor vehicle and whereas the Company
has agreed to lend the said amount to the Borrower
in one terms and conditions hereinafter contained.
Now it is hereby agreed between the parties hereto
that in consideration of the sum of Rs. paid
by the Company to the Borrower (the receipt of which
the Borrower hereby acknowledges) the Borrower here-
by agrees with the Company (1) to pay the Company
the said amount with interest calculated according to
the said rules by monthly deductions from his salary
as provided in the said Rules and hereby authorise
the Company to make such deductions and (2) within
one month from the date of these presents to spend
the full amount of the said loan in purchase of a
motor vehicle or if the actual price paid is less than
the loan to repay the difference to the Company forthwith
and (3) to execute a document hypothecating the said
motor vehicle to the Company as aforesaid and interest
in the form provided by the said rules and it is hereby
lastly agreed and declared that if the motor vehicle has
not been purchased and hypothecated as aforesaid within
one month from the date of these presents or if the
Borrower within that period becomes insolvent or quits
the service of the Company or dies the whole amount
of the loan and interest accrued thereon shall immediately
become due and payable.

In witness whereof the Borrower and.....
 for and on behalf of the Company have hereunto
 set their hand the, day and year first before
 written.

Signed by the said.....
 (Name and designation of the
 Borrower)

In the presence of

.....
 (Signature of witnesses)

.....
 (Signature and
 designation of
 Borrower).

Signed by (Name
 and designation)

for and on behalf of the
 Company in the presence of

.....
 (Signature of witnesses)

.....
 (Signature and designation
 of the officer).

FROM OF MORTGAGE BOND FOR MOTOR
[VEHICLE ADVANCE]

This Indenture made this _____ day
of _____ one thousand nine hundred and _____
between _____ hereinafter called "the Borrower"
which expression shall include his heirs, administrators
executors and legal representatives of the one part
and the Jammu and Kashmir State Agro Industries
Development Corporation Ltd. hereinafter referred
to as "the Company" which expression shall be deemed
to include its successors assign) of the other part.

Whereas the Borrower has applied for and has
been granted an advance of Rupees _____ to
purchase a Motor Vehicle on the terms of the Jammu
and Kashmir State Agro Industries Development Corporation
Ltd., Advance (Grant and Recovery) Rules and
whereas one of the conditions upon which the said
advance has been/was granted to the Borrower is/was
that the Borrower will/should hypothecate the said
Motor vehicle to the Company as security for the
amount lent to the Borrower and whereas the Borrower
has purchased with or partly with the amount so advanced
as aforesaid the Motor Vehicle particulars whereof are
set out in the schedule hereunder written.

Now this indenture witnesseth that in pursuance of
the said agreement and for the consideration aforesaid
the Borrower do hereby covenant to pay the Company
the sum of Rs. _____
aforesaid or the balance thereof remaining unpaid at the
date of these presents by equal payment of Rs.
..... each on the pay on which pay is disbursed to
him each month and will pay interest on the sum for
the time being remaining due and owing calculated
according to the said Rules and the Borrower doth agree,
that such payments may be recovered by monthly
deduction from his salary in the manner provided by the
said Rules, and in further pursuance of the said agreement
the Borrower both hereby assign and transfer unto the
Company the Motor Vehicle the particulars whereof are

set out in the schedule hereunto written by way of security for the said advance and the interest thereon as required by the said Rules.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Vehicle and that the same is his absolute property and that he has not pledged, and [so] long as any money remains payable to the Company in respect of the said advance will not sell, pledge or part with the property or possession of the said Motor Vehicle. Provided always, and it is hereby agreed and declared that, if any of the said instalments or principle or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cause to be in the Company's service or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Vehicle or become insolvent or make any composition arrangement with his creditors or, if any, person shall take proceedings in execution of any decree or judgement against the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable and it is hereby agreed and declared that the Company may in the happening of any of the events herein before mentioned seize and take possession of the said Motor Vehicle and either remain in possession thereof without removing the same or else may remove and sell the said Motor Vehicle either by public retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses, and payments properly incurred or made in maintaining defending or realizing its rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors, administrators or personal representative provided further that the aforesaid power of taking possession or selling of the said Motor Vehicle shall not prejudice the right of the Company to use the borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor Vehicle being sold the amount owing to the Company, he the borrower will insure and keep insured the said Motor Vehicle against loss or damage by fire, theft or accident with an Insurance Company to be approved by the Com-

pany and will produce evidence to the satisfaction of the Company that the Motor Insurance Company with whom the said motor vehicle is insured have received notice that the Company is interested in the policy and the Borrower hereby further agrees that he will not permit or allow the said Motor Vehicle to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof and further that in the event of any damage or accident happening to the said Motor vehicle borrower will forthwith have the same repaired and made good at his own expenses.

In witness whereof the said Borrower . . .
 . . . has hereto set his hand this
 day of the month of the year above
 mentioned at

Witness No. 1

Witness No. 2

Signature of the
 Borrower

APPENDIX

ADMINISTRATIVE & FINANCIAL POWERS DELEGATED TO THE MANAGING DIRECTOR

I. — Administrative Powers:

- (1) To select and make appointments to the services of the Corporation:
 - (a) In case of posts up to a maximum of Rs. 500/- per month in consultation with a Selection Committee to be nominated by the Managing Director and
 - (b) To create and appoint in emergent cases temporary posts carrying a salary not exceeding Rs. 500/- per month for a period of six months in consultation with the Financial

Adviser and with the prior approval of the Chairman. A report of all such creations will be submitted to the Board.

2. To grant all kind of leave excepting study leave to the staff under his administrative control.
3. To commute retrospectively periods of absence without leave into leave with allowance, if due in respect of the staff whom he is competent to appoint.
4. To reduce, suspend, dismiss or punish in any other manner permissible under rules, any official whom he is empowered to appoint.
5. To terminate the services of any employee engaged on contract basis under his administrative control in accordance with the terms of the contract.
6. To authorise handing over or taking over the charge in respect of officers or officials of the Company subordinate to him at a place other than their headquarters in the interest of administration.
7. To extend the period of joining time of any member of the staff of the Company upto a period of 20 days.
8. Power to sanction allowances to Sweepers, Bhishties provided the amount of such allowances does not exceed Rs. 60/- per month.
9. To sanction in consultation with Financial Adviser, cycle allowance to the extent of Rs. 10/- per month to staff whose maximum pay does not exceed Rs. 100/- per month and who are required to maintain cycle for efficient discharge of their duties.
10. To sanction advance pay upto one month and T. A. to any employee of the Company on transfer from one place of posting to another.

11. To permit officers and staff under his administrative control to travel by air within or outside the State in the interest of work in special circumstances - report of the permission given submitted to the Chairman.
12. To grant prolonged haltagage upto 30 days to any member of the staff subordinate to him.
13. To exercise powers of a Controlling officers in respect of his own T. A. Bills and the bills of the officers and staff of the Company.
14. To sanction advance T. A. in respect of tours outside State of all officers and staff of the Company, if admissible under rules.
15. To depute, in the interest of work, any employee of the Company to any Institute or undertakings in the country for study of any system or procedure for a period not exceeding 30 days or for attending any technical conference etc, and to sanction T. A. and allowance at the rates admissible under rules.
16. To depute persons for training in any Training Institute, Government Departments or Institutions or Industrial Undertakings in the Country for periods not exceeding one year and to lay down the terms and conditions of any such training provided such trainings have been approved by the Board and the candidates are selected on the recommendations of the selection Committee constituted by the Board for the purpose and the persons are to be trained for the posts. A report of such trainings will be submitted to the Board.
17. To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow him for payment or satisfaction of any debt due or of any claims or demands by or against the Company in consultation with Financial Adviser.

- 18 To approve tour programme before the tours are actually undertaken.
- 19 To sanction actual expenses in lieu of T.A. and halage to any employee of the Company under him. Report of such cases to be sent to Board.
- 20 To sanction expenditure of an extra-ordinary nature upto Rs. 250/- at a time subject to a limit of Rs. 1500/- a year, provided such expenditure per head does not exceed Rs. 25/- per diem.
- 21 To sanction actual expenses incurred on transport outside the State in the course of performance of duties by any member/staff of the Company.
- 22 To sanction payment of travelling allowances in favour of experts, consultants, candidates for interview etc. subject to scales or rate laid down by the Board provided that such payments on any one occasion does not exceed Rs.1,000/- and the annual expenditure on this account does not exceed Rs.5,000/- with the concurrence of Financial Adviser.
- 23 To pay expenses in instituting or defending cases in a court of law or obtaining legal advice in cases concerning the affairs of the Company in consultation with Financial Adviser.
- 24 To grant advances from GP/CP Fund in favour of the staff of the Company upto 12 months pay in accordance with the GP/CP Fund Rules.
- 25 Power to sanction investigation of arrears claims in consultation with Financial Adviser and Chief Accounts Officer.
- 26 Power to sign agreements and contracts for and on behalf of the Board (Subject to Board Decision.)

II--Financial Powers:

1. Power to sanction expenditure and authorise disbursement within the allocations made for specific purposes in the sanctioned budget provided that any such item of expenditure or disbursement does not exceed Rs. 50,000/-
2. Power to accept a tender other than the lowest in cases upto the limit specified at (1) above with the concurrence of the Financial Adviser and Chief Accounts Officer.
3. If after invitation of tenders the Managing Director is satisfied that the rates offered through tenders are not favourable to the Company, he is authorised to make purchases with the concurrence of Financial Adviser at negotiated prices upto Rs.20,000/- in each case--a Report of all such cases will be submitted to the Board.
4. Power to register firms for supplies and services (other than civil works) on a rate contract basis and issue tender for supply of raw materials, machinery, equipment etc. only to firms so registered, (in consultation with the F. A)
5. Powers to incur expenditure of extraordinary nature with the concurrence of Financial Adviser in emergent circumstances and all the expenditure thus incurred being invariably brought to the notice of the Board.
 - (a) On objects for which there is no specific provision in the approved budget upto a limit of Rs. 250/- recurring and Rs. 5,000/- non-recurring, or.
 - (b) In excess of allocations for specific purposes in the approved budget provided such excess does not exceed 10% of the original allocation or Rs. 50,000/ whichever is less and does not involve re-appropriation exceed-

ing this amount provided further that a result of the additional expenditure the total budget for the year is not exceeded.

6. Power to sanction re-appropriation of Funds under the Heads subordinate to a Minor Head in consultation with Financial Adviser and Chief Accounts Officer.
7. Power to make purchases in the open market at current rates when no response is received to a tender notice upto Rs.5000 in each case with the concurrence of Financial Adviser a Report shall be submitted to the Chairman.
8. Power to make purchases in cases of articles of stationery other than those stocked in stationery Department, Furniture and Fittings, Electric equipment Typewriter, Duplicating and Accounting Machines and other consumable articles of day to day nature from the manufacturer/ principals or their approved dealers within or outside the State at the rates fixed by the principals/manufacturers without inviting tenders upto Rs.5000/- in each case with the concurrence of the Financial Adviser.
9. Power to write off with the concurrence of Financial Adviser irrecoverable value of stores livestock or money lost by fraud or negligence of individuals or other causes upto Rs. 1,000/- in each case subject to a limit of Rs. 10,000/- a year. A report of such cases will be submitted to the Board.
10. Power to fix hire charges mobile equipment and machinery including vehicles and sanction reduction or revisions of such charges where necessary with consultation with Financial Adviser and Chief Accounts Officer.
11. Power to declare, stores, machinery, vehicles and other equipment as surplus or unserviceable and to order their disposal by auction or otherwise and write off the difference bet-

ween the sale price and the original value of such stores in cases where their book value at the time of their disposal does not exceed Rs. 10,000 - on the recommendations of a Committee of officers to be nominated by Managing Director and with the concurrence of the Financial Adviser. Report of cases exceeding Rs. 10,000 will be submitted to the Board.

12. Power to sanction the purchases of books and periodicals of technical scientific or legal nature subject to the budget provision and where expenditure on any one book or periodical does not exceed Rs. 150 -
13. Power to subscribe to newspapers and journals.
14. Power to sanction, subject to the budget provision, the installation of telephone connection in the offices and residence of Managing Director and staff of the Company.
15. Power to sanction subject to budget provisions rents rates or taxes payable under any law of the union or a State Government or any local authority.
- 16.-- Power to get the printing work done at any press in emergent cases after inviting short notice quotations provided such work on any one occasion does not cost more than Rs. 2000 with the concurrence of Financial Adviser.
17. Power to sanction advances to staff of the Company for purchase of conveyance subject to Budget Provision and Rules.
18. Power to sanction regular recurring expenditure of the nature of rent for house or land rented for other than residential purposes upto Rs. 1000, and for residential purposes upto Rs. 250 per month with the concurrence of Financial Adviser
19. Power to sanction expenditure upto Rs. 5000/-

for preparation of Feasibility Project Reports for Industries or for expansion or modernization of existing ones.

20. Power to sanction expenditure in consultation with the FA & CAO for participation in Exhibitions in India and outside subject to the provisions in the budget.
21. Power to incur expenditure with the concurrence of Financial Adviser on wharfage, demurrage and other expenditure if any involved on procurement of raw materials, stores, machinery equipment etc.

*Corporate matters are not
pleasable in this.*

