

Government of Madras

HOME DEPARTMENT (EDUCATION)

G.O. No. 1035, 27th August 1919

Agreement

Furnishing the Director of Public Instruction and the Accountant-General with six printed copies of the — executed by M.R.Ry. P. Raghava Acharya, Acting Inspector of Schools.

ORIGINAL

N. P.

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READ—the following papers :—

I

G.O. R. No. 61, Home (Education), dated 17th March 1919.

ABSTRACT.—Directing the publication of a notification appointing Mr. P. Raghava Acharya to act as Inspector of Schools, Sixth Circle, in the Indian Educational Service.

II

Official Memorandum No. 1270/A-1, Home (Education), dated 21st May 1919.

The Director of Public Instruction is requested to report whether an agreement in the form prescribed in G.O. No. 1101, Educational, dated the 4th October 1915, has been executed by Mr. P. Raghava Acharya who has been temporarily appointed to the Indian Educational Service and, if so, to forward two copies of the agreement to Government.

R. RAMACHANDRA RAO,
Secretary to Government.

To the Director of Public Instruction.

III

Letter—from the Hon'ble Mr. R. LITTLEHAILES, M.A., Director of Public Instruction.

To—the Secretary to Government, Home (Education) Department.

Dated—the 9th August 1919.

No.—R.O. 5408 (a).

With reference to Government Memorandum No. 1270/A-1, dated 21st May 1919, I have the honour to submit herewith two copies of the agreement executed by M.R.Ry. P. Raghava Acharya Avargal who has been temporarily appointed to the Indian Educational Service.

The Accountant-General whom I have consulted states that the agreement is in order.

ENCLOSURE.

Agreement, made the 30th day of June 1919, between Perungavur Raghava Acharya of the first part, and the Secretary of State for India in Council of the second part.

WHEREAS the Secretary of State for India in Council has engaged the party of the first part to serve His Majesty in India in the Indian Educational Service for a period of six months as hereinafter mentioned and subject to the conditions and agreements hereinafter contained.

Now these presents witness and the said parties hereto respectively agree as follows:

1. That the party of the first part will submit himself to the orders of the Government and of the officers and authorities under whom he may from time to time be placed by the Government, and that he will at all times obey the rules prescribed for the time being in the

memorandum of information furnished to candidates or otherwise for the regulation of the branch of the public service to which he may belong, and will, when required by the Government, proceed to any other part of the province within which he may be serving, or to any other province in India, and there perform the duties of any specified office in the cadre of the Indian Educational Service.

2. That the party of the first part will devote his whole time to the duties of the service, and will not engage, directly or indirectly, in any trade, business, or occupation on his own account and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorized officers.

3. That from the date of the party of the first part taking charge of the post of Inspector of Schools, Sixth circle, the Government will pay him, so long as he shall remain in the said service either temporarily or as a permanent member of the Indian Educational Service and actually perform his duties, a salary at the rate of rupees three hundred and thirty-three annas five and pies four per mensem.

4. That the Government may at any time dispense with the service of the party of the first part without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

5. That it shall be lawful for the Secretary of State for India in Council or for the Government prior to the expiration of his service under these presents, if satisfied on the report of the duly constituted advisory Medical Board that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill-health for the discharge of his duties in India, to determine the service under these presents (the decision of the Secretary of State for India in Council or the Government being conclusive), and thereupon his services shall be terminated.

6. The party of the first part shall while on duty in India and during the period of engagement be entitled to such travelling allowance as is payable to officers of the first class under the Civil Service Regulations for the time being in force.

7. The party of the first part will, during his continuance in the service pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules he agrees to be bound); and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the party of the first part under these presents or otherwise.

8. That if the party of the first part shall ultimately be appointed a permanent member of the Indian Educational Service his service (commencing from the date of his entering on the performance of his duties under these presents as aforesaid) if it be continuous shall count as service towards leave and pension under such rules as regards leave and pension as may for the time being be applicable to his case. Provided always that in the case of any dispute as to the interpretation of any of the said rules, or otherwise relating in any way to them, the decision of the Secretary of State for India in Council shall be conclusive.

9. That in any payments to be made in Great Britain under these presents the rate of exchange between rupees and sterling shall be 1s. 4d. per rupee; provided that if any higher rate per rupee is prescribed by rules for the time being in force for the issue of any particular payments to the party of the first part, the higher rate prescribed shall be observed in making such payments.

10. That the proceedings, letters and reports of the Governor-General of India in Council, or of any of the Local Governments, and of all others the Officers and Agents of Government, or any copies thereof or extracts therefrom, which shall be sent officially to the Secretary of State for India in Council, or to any officers or servants in the Indian Service of His Majesty in England or elsewhere in any way relating to the sums of money to be paid or allowed to the party of the first part, or to his conduct, or in any way relating to the premises, shall be received as conclusive evidence of any matter therein contained in any action or in any legal proceedings by or between the parties to these presents, or in any way relating thereto.

In witness whereof the party of the first part and the Director of Public Instruction on behalf of the party of the second part being the Hon'ble Mr. R. Littlehales, M.A., have hereunto set their hands the day and the year first above written.

Signed by the party of the first part in the
presence of

C. SIVAGNANAM PILLAI.

Signed by the said Director of Public
Instruction in the presence of

V. RAJANNA.

P. RAGHAVA ACHARYA.

R. LITTLEHAILES.

Order—No. 1035, Home (Education), dated 27th August 1919.

The Director of Public Instruction and the Accountant-General will each be furnished with six printed copies of the agreement executed by M.R.Ry. P. Raghava Acharya.

(True extract)

R. RAMACHANDRA RAO,
Secretary to Government.

To the Director of Public Instruction.
Accountant-General,
Curator, Madras Record Office (with an agreement in duplicate for safe custody).

Agreement. Furnishing the D.P. I & the A.G. with six printed copies of the agreement, executed by H.R. B. P. Rashava Achar, Acting Inspector of Schools.

READ AGAIN G.O. No., dated 191 .

” ” ” ” ” 191

R ALSO:—

C. No. 1826A, From the DOJ, Re. No. 540861, dated 9. 8. 1919

ORDER.

Press.

No. 1035, dated 27. 8. 1919

The D.P.T. & the A.G. will each
be furnished with six printed
copies of the agreement ex-
ecuted by H.D.B., P. Raghava
Achariya

8K
25/8/19

257ms

20-829

5 May 27/84

Note - Clause 3 of the agreement does not provide for annual increments to salary (Note form furnished on page 2 of form NO. 1 Sol.

Q 4-16-15 (D) The reorganization

The O.P. I
 " A.G.
 " Bureau, Haden, Peers
 (with an agreement)

(with a ^{Office} agreement in duplicate
for each custody)

of the DES is under the con-
-sideration of the Secretary of
State and it is likely
that orders in regard to the
pay to be allowed to these
Officers will be received
before the end of the current
financial year. In the mean-
while, it does not appear
that any change in the
agreement submitted to
Govt is called for.

13-
noting

The agreement is
for the present only for
six months service - vide
the preamble - There is
therefore no question of
"Annual increments" here.

CR
W.P.M.

G.O. No. 1035, 27th August 1919

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To—the Secretary to Government, Home (Education) Department.

Dated—the 9th August 1919.

No.—R.O. 5408 (a).

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1. That the party of the first part will submit himself to the orders of the Government and of the officers and authorities under whom he may from time to time be placed by the Govern-
-ment, and that he will at all times obey the rules prescribed for the time being in the memoran-
-dum of information furnished to candidates or otherwise for the regulation of the branch of the
public service to which he may belong, and will, when required by the Government, proceed to
any other part of the province within which he may be serving, or to any other province in
India, and there perform the duties of any specified office in the cadre of the Indian Educa-
-tional Service.

2. That the party of the first part will devote his whole time to the duties of the service,
and will not engage, directly or indirectly, in any trade, business, or occupation on his own
account and that he will not (except in case of accident or sickness certified by competent medical
authority) absent himself from his said duties without having first obtained permission from the
Government or its authorized officers.

3. That from the date of the party of the first part taking charge of the post of Inspector
of Schools, Sixth circle, the Government will pay him, so long as he shall remain in the said
service either temporarily or as a permanent member of the Indian Educational Service and
actually perform his duties, a salary at the rate of rupees three hundred and thirty-three
annas five and pies four per mensem.

4. That the Government may at any time dispense with the service of the party of the first
part without notice in the event of misconduct on his part or of a breach by him of any of the
conditions herein specified.

5. That it shall be lawful for the Secretary of State for India in Council or for the Govern-
-ment prior to the expiration of his service under these presents, if satisfied on the report of the
duly constituted advisory Medical Board that the party of the first part is unfit and is likely for
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India, to determine the service under these presents (the decision of the Secretary of State for
India in Council or the Government being conclusive), and thereupon his services shall be termi-
-nated.

6. The party of the first part shall while on duty in India and during the period of engage-
-ment be entitled to such travelling allowance as is payable to officers of the first class under the
Civil Service Regulations for the time being in force.

7. The party of the first part will, during his continuance in the service pay such subscrip-
-tions to the General Provident Fund as shall be payable under the rules for the time being in force
(by which rules he agrees to be bound) ; and it shall be lawful for the Government to deduct the
said subscriptions from any money that may be payable to the party of the first part under these
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8. That if the party of the first part shall ultimately be appointed a permanent member of
the Indian Educational Service his service (commencing from the date of his entering on the
performance of his duties under these presents as aforesaid) if it be continuous shall count as
service towards leave and pension under such rules as regards leave and pension as may for the
time being be applicable to his case. Provided always that in the case of any dispute as to the
interpretation of any of the said rules, or otherwise relating in any way to them, the decision of
the Secretary of State for India in Council shall be conclusive.

To India
Please say if
the Govt. Memo. to the
S. P. I. should be printed
no intimation is given in order sheet
if it should be printed, please also
state if it is quite enough to quote
G.O. No. 61 R. if the Memo should be
printed.
Bens
No news to the S.P.I.
should be printed which
is put up herewith.
9.9.19.

ORDINARY.

PREFERENCE.

URGENT (a).

Home (80)

SS
DEPARTMENT.

Current No., dated 191

G.O. No. 1035, dated 27/8/1919.

Number of MS. pages sent

(b)
Correspondence.....
(b)
Notes.....

INSTRUCTIONS FOR THE SECRETARIAT.

(a) If a paper is marked to be printed urgently, the Superintendent of the section concerned should sign the Press slip. The Superintendent should exercise a careful discretion in the matter.

(b) Each letter, memorandum, or order, or set of orders, in the file of correspondence should be headed in succession with the Roman numeral I, II, III, etc., the number being written in red ink or blue chalk above the item. The particular papers to be printed in the special issue-copies should be indicated by the Roman numeral (I, II, etc.) by which that item has been headed in the correspondence file. All matter, including marginal remarks or references, to be printed should be written in ink and matter which should not be printed should be encircled. Initials and signatures that are not quite legible should be re-written distinctly.

(b) For rules regarding printing of notes, see rule 315 of the office Manual.

(c) The number of copies and the details of distribution should be filled in by the Superintendent or Referencer concerned.

(d) In the absence of special instructions to the Press to keep matter standing for a specified period, ordinary papers of 8 pages and under will be kept standing for one week, and larger papers for two weeks only. The type of notes and of all confidential papers is distributed immediately after striking.

(e) This slip, properly and completely filled in, should accompany every paper sent to Press; it will be returned by the Press when proofs are furnished; it should be sent to the Press when a call is made for revised proofs or when a corrected proof is sent for striking. When finally returned by Press it should be filed with the original order or letter.

INSTRUCTIONS FOR THE PRESS.

(a) If, in the opinion of the Superintendent of the Press, a paper has been marked urgent unnecessarily, he should send the Press slip to the Registrar with a remark to that effect.

(b) Unless a note to the contrary is made against the matter, pencil entries should not be printed. The Superintendent of the Press may bring to the notice of the Registrar any instance of incomplete or careless editing.

(c) Signature copies of letters to the Secretary of State or to the Government of India should be printed on hand-made paper.

(d) This slip should be returned by the Press to the Secretariat when proofs are furnished; it will be sent back to the Press when proofs are returned corrected and should be finally returned to the Secretariat when struck-off copies are supplied.

(e) The names of the Secretary and Members should be printed in full when they appear on the right-hand side, only the first time when they appear on the left side, the initials alone being printed later.

Brief subject.

Agreement

(c) Number of copies required when struck off (not including copies for columns and editors' tables which are retained in the Press).	(e) T. copies to supply requisitions for purchase by the public.	Complete correspondence and orders.	Notes.
For Record.			
Madras Records	4	20	
Ooty Records		4	
For filing with original		1	
Total ..		85	

For Issue.†

Letter only. Complete G.O.	Special issue copies (b) of G.O.		Notes.
	No.	Papers.	
Signature copies.	2		
India Office			
Govt. of India			
Revenue Department			
Public Works Department			
Local and Municipal Department			
Educational Department			
Public Dept.			
Judicial Dept.			
Political			
Financial Dept.			
Marine Dept.			
Ecclesiastical Dept.			
Total ..			
The	6		
The	6		
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The			
Total ..	14		

Spare copies.

Copies distributed on ‡ (Press Clerk)

† Copies distributed on ‡ (Press Despatcher)

‡ To be initialled and dated.

TO PRESS, MADRAS OOTY.

A
Pleasee send proof in duplicate. The papers have been carefully edited.

B
Proof returned corrected. Please strike off and send number of copies as indicated.

C
As the matter is clear manuscript and has been carefully edited, (b) proof need not be sent. Please print and supply number of copies as indicated.

Type may be released after usual interval at once.

Type may be released after usual interval.

Referencer.
Clerk.

Referencer.
Clerk.

Referencer.
Clerk.

Supl.

Supl.

Supl.

SPECIAL INSTRUCTIONS.

TO BE FILLED IN BY THE PRESS.

Diary.	Initials of Press official.
Received in Press on.....	11/9/19
First proof furnished on.....	11/9/19
Call for revised proof received on.....	
Revised proof furnished on.....	
Corrected proof received for striking on.....	
Final copies supplied on.....	

Account of copies.	Complete copies.	Notes.	Issue copies.	Special E.T. edition.
Supplied to Secretariat for Record.....				
" " " Issue.....				
" " " for Extra E.T. copies to supply requisitions for sale to the public.				4
For Volumes.....				
For supply to newspapers and institutions admitted to the privileges of the E.T.				
Total				