

6-8-271

18-11-400

22/10/371

25-10-410

7-6-35.1

Government of Madras

LAW (EDUCATION) DEPARTMENT

G.O. No. 1536, 21st October 1921.

Agreement

Executed by Mr. S. N. Dhar.

ORIGINAL

Government of Madras

LAW (EDUCATION) DEPARTMENT

G.O. No. 1536, 21st October 1921

Agreement

Executed by Mr. S. N. Dhar.

READ—the following paper :—

From the Government of India, Public Works Department (Establishments),
No. 533/E.A., dated Simla, the 6th October 1921.

The undermentioned papers are forwarded to the Secretary to the Government of Madras, Law (Education) Department, for information, with reference to his letter No. 787, dated the 23rd May 1921.

(By order)

R. P. HADOW,
Deputy Secretary to the Government of India.

ENCLOSURES

(i)

Despatch—from the Secretary of State for India.

To—His Excellency the Right Honourable the Governor-General of India in Council.

Dated—India Office, London, the 18th August 1921.

No.—127-Public.

[Appointment of Mr. Surendra Nath Dhar to the Indian Educational Service as Professor of Technical Chemistry at the College of Engineering, Madras.]

With reference to Your Excellency's telegram No. 847, Education, dated the 15th June last, I have to inform Your Excellency in Council that I have appointed Mr. Surendra Nath Dhar to the Indian Educational Service as Professor of Technical Chemistry at the College of Engineering, Madras.

2. Mr. Dhar sailed for India by the P.&O. S.S. "Malwa" from Marseilles on the 13th August and I now forward a copy of the papers relating to his appointment together with two parts of his agreement, one of which should be transmitted to him.

3. I enclose also, for convenience of reference, a copy of the general memorandum as to the Indian Educational Service supplied to the candidate before appointment.

4. Mr. Dhar has received an advance of one month's pay Rs. 600 and I request that this may be recovered from him in the usual manner.

(ii)

AGREEMENT.

Articles of Agreement made the 29th day of July One thousand nine hundred and twenty-one BETWEEN SURENDRA NATH DHAR of 21 Cromwell Road, South Kensington S.W. 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 as Professor of Technical Chemistry at the College of Engineering, Madras, in the Indian Educational Service for the probationary term and at the pay 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 he will, on being provided with a first-class passage to India, proceed thither within such time as may be prescribed by the Secretary of State for India in Council.

2. That he will, on arrival in India, forthwith proceed to the aforesaid College and report himself to the officers of Government there, and 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 will remain in the service for the probationary term of two years commencing from the date of his reporting his arrival at the said College 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.

3. That he 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.

4. That if he shall during the said term of two years, or if the service shall continue beyond such term, during the next succeeding three years, relinquish the service of the Government (whether after having given notice or otherwise) he shall forthwith on demand pay to the Secretary of State for India in Council the cost of his passage to India.

5. That the Secretary of State for India in Council may at any time during the said term of two years or, if the service shall continue beyond such term, at any time thereafter, dispense with his services without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

6. That it shall be lawful for the Secretary of State for India in Council prior to the expiration of his service under these presents, if satisfied on the report of the duly constituted advisory Medical Board that he 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 being conclusive), and thereupon his services shall be terminated.

7. That he shall, within the period or periods prescribed by the rules and regulations relating to examinations in vernacular languages for the time being in force in the province within which he may be serving, and generally in accordance with, and subject to such rules and regulations, pass an examination or examinations in such vernacular language or languages as may be required by the Government, and on failure to pass such examination or examinations shall be liable to the penalties prescribed by the said rules and regulations. Provided that if he shall fail to pass an examination in such one of the prescribed vernacular languages as may be required within the said period or periods, the Secretary of State for India in Council, may, notwithstanding anything in the next clause or the said rules and regulations contained, dispense with his services.

8. That, except as provided in clauses 5, 6 and 7 hereof, unless he shall receive notice in writing from some authorized officer of the Government three calendar months before the expiration of the said term of two years that Government no longer require his services, or unless he shall give notice in writing to the Government three calendar months before the expiration of the said term of two years that he is desirous to put an end to his service under these presents, he will continue in the service of Government upon the like terms and conditions as are herein contained, so far as the same are applicable except that he shall not be entitled to receive notice of termination of his service under Government otherwise than as may be provided in the Civil Service Regulations of the Government of India for the time being in force or in any other rules to which he may be made subject.

9. That from the date of his reporting his arrival at the said College the Government will pay him so long as he shall remain in the said service and actually perform the said duties, pay in accordance with the scale set forth in the memorandum of information above referred to provided that for the purposes of this scale he shall receive initial pay at the rate of Rupees Six hundred per mensem and subsequent increments shall have effect annually where admissible on and from the Thirty first day of January One thousand nine hundred and twenty-three. He shall not be entitled to Overseas allowance.

10. That he shall not, except as provided in this agreement, resign his appointment without the previous sanction in writing of the Secretary of State for India in Council or of the Government under which he is employed.

11. That if he shall continue to serve Government under these presents after the said term of two years his service (commencing from the date of his entering on the performance of his duties as aforesaid) 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 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. He shall be entitled to add four years to his service counting for superannuation pension.

12. That in any payments made in the United Kingdom under these presents, the rate of exchange then applicable to the class of transaction concerned, as decided by the Secretary of State for India in Council from time to time, shall be observed.

13. 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 Sir Charles Stuart Bayley, G.C.I.E., B.A., and Sir Chettur Sankaran Nair, K.T. C.I.E., being two Members of the Council of India have hereunto set their hands the day and year first above written.

Signed by the party of the first part }
in the presence of } Surendra Nath Dhar.

C. A. K. NORMAN,
India Office.

Signed by the above named two Members }
of the Council of India in the presence of } Sd. Chas. S. BAYLEY.
Sd. C. SANKARAN NAIR.

C. A. K. NORMAN,
India Office.

(iii)

Letter—from J. E. FERRARD, Esq., Secretary, Judicial and Public Department.

To—S. N. DHAR, Esq., Northbrook Society, 21, Cromwell Road, S.W. 7.

Dated—India office, London S.W.1, the 13th July 1921.

No.—J. & P. 3924.

With reference to your application to the Government of Assam, I now have the pleasure of informing you that, subject to your satisfying the Medical Board at this office as to your physical fitness for service in India, the Secretary of State for India has, on the recommendation of the Governments of India and Madras, approved your appointment as Professor of Technical Chemistry at the College of Engineering, Madras.

The appointment is in the Indian Educational Service, and is subject to the terms stated in the enclosed Board of Education memorandum C.A. No. 5. A draft agreement embodying the terms will shortly be sent to you by the Legal Adviser at this office. It is understood that you are now 29 years of age, and you would accordingly receive initial pay at the rate of Rs. 600 a month and thereafter as shown in the time-scale given in Appendix I of the memorandum. Overseas pay will not be admissible in your case.

You should attend at this office for medical examination on Friday next the 5th instant, at 3 p.m.

I am to request that you will state what is the earliest date on which you will be prepared to start for India, if found physically fit, in order that a passage may be engaged for you.

A notice regarding inoculation for enteric fever and re-vaccination against smallpox is enclosed for your information.

(iv)

Letter—from J. E. FERRARD, Esq., Secretary, Judicial and Public Department.

To—the Secretary to the High Commissioner for India, Indian Students Department, 42, Grosvenor Gardens, S.W.1.

Dated—India Office, London S.W.1, the 19th July 1921.

No.—J. & P. 4418.

I am directed by the Secretary of State for India to inform you that Mr. Surendra Nath Dhar, who is the holder of a special scholarship from the Government of India, has been appointed to the Indian Educational Service as Professor of Technical Chemistry at the College of Engineering, Madras, and expects to leave this country about the end of this week.

It is understood that Mr. Dhar is communicating direct with you as to the termination of his scholarship.

No. 1536, LAW (EDUCATION), 21ST OCTOBER 1921

Order—No. 1536, Law (Education), dated 21st October 1921.

One part of the agreement executed by Mr. S. N. Dhar, Professor of Technical Chemistry, College of Engineering, Madras, is forwarded to the Director of Public Instruction who is requested to transmit it to Mr. Dhar.

2. The Director of Public Instruction and the Accountant-General will each be furnished with six copies of the agreement.

3. Mr. Dhar has received an advance of one month's pay (Rs. 600) from the India Office and the Accountant-General is requested to recover it from him in the usual manner.

(By order of the Government, Ministry of Education)

P. C. DUTT,
Acting Secretary to Government.

To the Director of Public Instruction.
 " Accountant-General.
 " Curator, Record office, with one part of the agreement for safe custody.

When received for Fair-copying.

When copied 21. x. 24 24

When examined .. 2/10/50 JES

When signed . . .

When despatched . . .

READ AGAIN G.O. No., dated 192

READ ALSO:—

C. No. 4931A, From the Govt of India, No. 533/E.A. dated 6.10.1921.

[illegible]

ORDER.

Pres.

No. 1536, dated 21-10-1921

One part of the agreement executed by Mr. S. N. Dhar, Professor of Technical Chemistry, College of Engineering, Madras, is forwarded to the D.P. I who is requested to transmit it to Mr. Dhar.

2. The D.P.F. & the A.G. will each be furnished with six copies of the agreement.
3. Mr. Ahar has received an advance of one month's pay (Rs. 600) from the India Office & the A.G. is requested to

3. That he 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.

4. That if he shall during the said term of two years, or if the service shall continue beyond such term, during the next succeeding three years, relinquish the service of the Government (whether after having given notice or otherwise) he shall forthwith on demand pay to the Secretary of State for India in Council the cost of his passage to India.

5. That the Secretary of State for India in Council may at any time during the said term of two years or if the service shall continue beyond such term at any time thereafter, dispense with his services without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

6. That it shall be lawful for the Secretary of State for India in Council prior to the expiration of his service under these presents, if satisfied on the report of the duly constituted advisory Medical Board that he 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 being conclusive), and thereupon his services shall be terminated.

7. That he shall, within the period or periods prescribed by the rules and regulations relating to examinations in vernacular languages for the time being in force in the province within which he may be serving, and generally in accordance with, and subject to such rules and regulations, pass an examination or examinations in such vernacular language or languages as may be required by the Government, and on failure to pass such examination or examinations shall be liable to the penalties prescribed by the said rules and regulations. Provided that if he shall fail to pass an examination in such one of the prescribed vernacular languages as may be required within said period or periods, the Secretary of State for India in Council, may, notwithstanding anything in the next clause or the said rules and regulations contained, dispense with his services.

8. That, except as provided in clauses 5, 6 and 7 hereof, unless he shall receive notice in writing from some authorized officer of the Government three calendar months before the expiration of the said term of two years that Government no longer require his services, or unless he shall give notice in writing to the Government three calendar months before the expiration of the said term of two years that he is desirous to put an end to his service under these presents, he will continue in the service of Government upon the like terms and conditions as are herein contained, so far as the same are applicable except that he shall not be entitled to receive notice of termination of his service under Government otherwise than as may be provided in the Civil Service Regulations of the Government of India for the time being in force or in any other rules to which he may be made subject.

9. That from the date of his reporting his arrival at the said College the Government will pay him so long as he shall remain in the said service and actually perform the said duties, pay in accordance with the scale set forth in the memorandum of information above referred to provided that for the purposes of this scale he shall receive initial pay at the rate of Rupees Six hundred per mensem and subsequent increments shall have effect annually where admissible on and from the Thirty first day of January One thousand nine hundred and twenty-three. He shall not be entitled to Overseas allowance.

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IN WITNESS whereof the party of the first part and Sir Charles Stuart Bayley, G.C.I.E., K.C.I.E., and Sir Chettur Sankaran Nair, Kt. C.I.E., being two Members of the Council of India have hereunto set their hands the day and year first above written.

Signed by the party of the first part } Surendra Nath Dhar.
in the presence of

O. A. K. NORMAN,
India Office.

Signed by the above named two Members
of the Council of India in the presence of

C. A. K. NORMAN,
India Office.

} Sd. Chas. S. BAYLEY.
} Sd. C. SANKARAN NAIR.

(iii)
Letter—from J. E. FERARD, Esq., Secretary, Judicial and Public Department.
To—S. N. DHAR, Esq., Northbrook Society, 21, Cromwell Road, S.W. 7.
Dated—India office London S.W.1. the 13th July 1921.
No.—J. & P. 3924.

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To—the Secretary to the High Commissioner for India, Indian Students Department, 42, Grosvenor Gardens, S.W.1.
Dated—India Office London S.W.1. the 19th July 1921.
No.—J. & P. 4418.

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2. The Director of Public Instruction and the Accountant-General will each be furnished with six copies of the agreement.

3. Mr. Dhar has received an advance of one month's pay (Rs. 600) from the India Office and the Accountant-General is requested to recover it from him in the usual manner.

(By order of the Government Ministry of Education.)

P. C. DUTT,
Acting Secretary to Government.

To the Director of Public Instruction.

" Accountant-General.

" Curator, Record office, with one part of the agreement for safe custody.

PRESS SLIP.

ORDINARY.

PREFERENCE.

URGENT (a).

DEPARTMENT.

Current No. dated 191 ..

G.O. No. 1536, dated 21-7-1921.

Number of MS. pages sent { Correspondence.
(b)
(b)
Notes.

Brief subject. Agreement

(c) Number of copies required when struck off (not including copies for columns and editors' table which are retained in the Press).	E. T. copies to supply requisitions for purchase by the public.	Complete correspondence and orders.	Notes.
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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 occur on the right hand side, only the first time when they appear on the left side, the initials alone being printed later.

* Copies distributed on (Press Clerk.)

† Copies distributed on (Press Despatcher.)

‡ To be initialled and dated

[P.T.O.]

TO PRESS, MADRAS OOTY.

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	Type may be released <u>after usual interval.</u> at once.	Type may be released after usual interval.
Referencer. Clerk.	Referencer. Clerk.	Referencer. Clerk.
Supdt.	Supdt.	Supdt.

SPECIAL INSTRUCTIONS.

TO BE FILLED IN BY THE PRESS.

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Received in Press on.....	25/10/21 52
First proof furnished on.....	
Call for revised proof received on.....	
Revised proof furnished on.....	
Corrected proof received for striking on.....	10/11/21 52
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