Government of Madras

LAW (EDUCATION) DEPARTMENT

G.O. No. 1649, 18th November 1921

Agreement

Executed by Mr. S. Radhakrishnan, Indian Educational Service.

INDEXED

V ORIGINAL

Government of Madras

LAW (EDUCATION) DEPARTMENT

G.O. No. 1649, 18th November 1921

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Executed by Mr. S. Radhakrishnan, Indian Educational Service.

READ—the following papers :—

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Memorandum No. 3411 B-1, Law (Education), dated 21st July 1921.

The attention of the Director of Public Instruction is invited to G.O. No. 759, Law (Education), dated 11th May 1921, relating to the appointment to the Indian Educational Service of M.R.Ry. S. Radhakrishnan and he is requested to submit at an early date the agreement called for therein.

(By order)

C. RAMANUJA ACHARIYAR,
Acting Under Secretary to Government.

To the Director of Public Instruction.

II

Letter—from R. LITTLEHAILES, Esq., M.A., M.L.C., Director of Public Instruction.
To—the Secretary to Government, Law (Education) Department.
Dated—the 5th November 1921.
No.—Ref. on Cur. 5088.

With reference to paragraph 3 of G.O. No. 759, Law (Education), dated 11th May 1921, I have the honour to forward herewith two copies of the agreement executed in triplicate by M.R.Ry. S. Radhakrishnan Avargal, Junior Professor, Government Training College, Rajahmundry, at present on deputation under the Calcutta University and to state that the third copy is being returned to him. Clause 10 in the agreement has been inserted with reference to the directions of Government in paragraph 1 of the Government Order.

2. The Accountant-General, who has scrutinized the agreement, states that it is in order.

ENCLOSURE

Agreement.

Articles of agreement, made the 27th day of September 1921 between Mr. S. Radhakrishnan 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 Junior Professor, Government Training College, Rajahmundry, in the Indian Educational Service from 11th April 1921 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 11th April 1921 the Government will pay him, so long as he shall remain in the said service and actually perform his duties, salary in accordance with the rules and regulations applicable for the time being to the said service.

(4) That the overnment may at any time dispense with the service of the party of 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) That except as provided in clauses (4) and (5) hereof, he will continue in the service of Government upon the like terms and conditions as are herein contained, so far as the same ae 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.

(7) That the party of the first part 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.

(8) That if the party of the first part shall continue to serve Government under these presents his service 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.

(9) That in any payments made in 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.

(10) That in case any of the officers senior in rank to the party of the first part in the Madras Educational Service come to be appointed later on to the Indian Educational Service the rank of the party of the first part will be liable to revision.

(11) 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 have herewith set their hands the day and year first above written.

Signed by the abovenamed party of the first part in the presence of. — S. Radhakrishnan.

A. C. Basu, Superintendent, Office of the Controller of the Currency, Calcutta. — R. Littlehailes.

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

Abdur Rahim.

Order—No. 1649, Law (Education), dated 18th November 1921.

The Director of Public Instruction and the Accountant-General will each be furnished with six copies of the agreement executed by M.R.Ry. S. Radhakrishna Avargal, Junior Professor, Government Training College, Rajahmundry.

(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 original agreement for safe custody.

Forwarded to the

(By order)

Superintendent,
Law Department.

ORIGINAL.

3

GOVERNMENT OF MADRAS

LAW (EDUCATION) DEPARTMENT

No. 1650.

From

P. C. DUTT, Esq., I.C.S.,
Acting Secretary to the Government of Madras,
Law (Education) Department.

To

THE SECRETARY TO THE GOVERNMENT OF INDIA,
DEPARTMENT OF EDUCATION AND HEALTH.

Dated Fort St. George, the 18th November 1921.

[Agreement executed by Mr. S. Radhakrishnan, an officer of the Indian Educational Service.]

Sir,

With reference to paragraph 2 of your letter No. 570, dated 18th April 1921, I am directed to forward one part of the agreement executed by Mr. S. Radhakrishnan, Junior Professor, Government Training College, Rajahmundry.

I have the honour to be,

Sir,

Your most obedient servant,

P. C. DUTT,
Acting Secretary to Government.

. II-10 (a)—26,596·-11-4-21.

Law (Edn.) DEPARTMENT.

	Date.	Initials.
When received for Fair-copying.		
When copied		
When examined ..	18/11	[illegible]
When signed ..		
When despatched ..		

Agreement - executed by Mr. S. Radhakrishnan, I.E.S.

READ AGAIN G.O. No. ...., dated .... 192 .

" " .... " .... 192 .

READ ALSO:—

C. No. 5414A, From the D.P.I. Roc. No. 5088, dated 5-11-1921.

" " .... " " .... " .... " .... 192 .

" " .... " " .... " .... " .... 192 .

ORDER.

Press.

No. 1649, dated 18-11 1921.

The D.P.I. & the A.G. will each be furnished with six copies of the agreement executed by M.R.Ry. S. Radhakrishnan Avl., Junior Professor, Govt. Training College, Rajahmundry.

SR 11.11.21.
[illegible] 12.11.21

[illegible] 14.11.21

[illegible] 16.11.21

Please despatch letter with one part of the agreement & return file.
SR

DESPATCHED 18 NOV. 1921
to Govt. India with one part of agreement.

The D.P.I. with 6 copies of agreement
" A.G.
" Curator Record Office with original agreement for safe custody.

Desp. with Encls.
SR 18.11.21

Letter to 1650 of 18-11-21

The Secy. to the Govt. of India Dept. of Edn. & Health.

Agreement executed by Mr. S. Radhakrishnan, an officer of the Indian Edl. Service.

P.T.O.

Sir, [initials]

With reference to para 2 of your letter No. 5-70, dated 18th April 1921, I am directed to forward one part of the agreement executed by Mr S. Radhakrishnan, Junior Professor, Govt. Training College, Rajahmundry.

I have etc,

[signature] 16/11/21

[initials] 11.11.21.

[initials] 12/11

[initials] 14/11.21

Page 1 ggr. 75
11.5

X

GOVERNMENT ... 28 NOV 1921

Approved
[initials] 27/11/21.

5

G.O. No. 1649, 18th November 1921

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~~Assistant Secretary~~ Acting Under Secretary to Government.

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Acting Secretary to Government.

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" Accountant-General.
" Curator, Record office, with original agreement for safe Custody.

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LAW (EDUCATION) DEPARTMENT
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Your most obedient servant,
P. C. DUTT,
Acting Secretary to Government.

-11-38—6,002—19-4-13.

PRESS SLIP.

ORDINARY. PREFERENCE. URGENT (*a*).

Law (Est) Department.

urrent No....., dated.....191 .

.O. No 1849-58, dated 6/8/1921.

(*b*)

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subject Agreement

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[P.T.O.

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*1) 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.

TO PRESS, MADRAS OOTY.

A	B	C
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SR 19/11/21 Referencer. / Clerk.	Referencer. / Clerk.	Refer / Clerk
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SPECIAL INSTRUCTIONS.

TO BE FILLED IN BY THE PRESS.

Diary.	Initials of Press official.
Received in Press on 24/11/21	
First proof furnished on	
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.
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