Publd
M/10/11.

Sectt. II-27—53,004—2[illegible]-10-47.

Edn (1948) Department.

Ms SERIES.

1

G.O. NO. 2702-Edn

Dated 28-10-48

Order
pp. 11-12

4

[Despatch Abstract.]

Madras Edl. Service – Dr. K. Sukumaran, offg. Prof., College of Engg., Guindy – Appointed on contract for 3 years, re-employment being terminated.

Back Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Further Papers.

G.O.	No.	Department.	Date.	G O.	No.	Department.	Date.
Go	2691	Edn	d 29/12/53				

CONFIDENTIAL.

A (2)

From
The Director of Public Instruction, Madras.

To
The Secretary to Government,
Education and Public Health Department.

20 SEP [illegible]

13579

Cl. No.77/48 dated 17th Septr. 1948.

S i r,

Sub: Madras Edl. Service - Dr. K. Sukumaran - Professor of Electrical Engineering, College of Engineering, Guindy - Continuance of on a contract basis.

p.3 infra

I have the honour to submit herewith a copy of the letter dated 9th September 1948 from Dr. K. Sukumaran, Professor of Electrical Engineering, College of Engineering, Guindy, and to state as follows:-

p.2 infra

2. In his letter dated 14th July 1948 (copy enclosed), Dr. Sukumaran requested that he might be relieved of his duties as early as possible. As it appeared that he was dissatisfied with the conditions under which he was re-employed, I had a personal discussion with him on the 28th July 1948, as a result of which he promised to reconsider his decision. Accordingly, he has submitted his letter dated 9th September 1948 and has expressed that he is willing to continue as the Professor of Electrical Engineering in the College of Engineering, Guindy, on a contract basis for a period of five years. p.3 infra

3. In view of the fact that it will be very difficult to secure the services of a competent Professor and in view of the qualifications, long and varied experience and good record of Dr. Sukumaran, I consider that it is very desirable to retain him in the Madras Edl. Service for some more time. I, therefore, recommend that the Government be pleased to appoint Dr. Sukumaran as Professor of Electrical Engineering on a fixed pay of Rs.900/- per mensem (inclusive of pension) for a period of three years from the date of such appointment, on a contract basis. I may point out that engaging Dr. Sukumaran on a salary of Rs.900/- per mensem is no loss to Government as anybody appointed as Professor newly, will have to be given at least the minimum pay of Rs.600/--per mensem, while at the same time Dr. Sukumaran also will have to be paid pension from the provincial funds at the rate of Rs.300/- or so, per mensem. Under the existing conditions, it is also practically impossible to secure the services of a really competent Professor on the minimum pay of Rs.600/- per mensem, and I recommend that the Government may well agree to incur the additional expenditure of Rs.600/--~~per mensem~~ or so, per mensem by engaging Dr. Sukumaran on contract, as suggested. From a further discussion I had with him on 15-9-1948, I find that he is prepared to accept appointment as Professor, on contract, for a period of three years, on the pay recommended above.

Y X R

p.5 infra

4. In this connection I may add that, in his letter dated 16-9-48 (copy enclosed) Dr. Sukumaran desires that orders should be passed within one month (i.e., before 9-10-1948) and that in the absence of orders, he may permitted to hand over charge on 9-10-1948. I, therefore, request that the matter may be treated as urgent and early orders passed.

kept below.

5. The personal file of Dr. Sukumaran is with the Government.

x 1/3

for Director of Public Instruction.

RC. 17/9.

2

③

Encl: I.

Copy of letter dated 14-7-48 from Dr. Kanoth Sukumaran, BE., Ph.D., MIE (Ind) Offg. Professor of Electrical Engineering, College of Engineering, Guindy to the Director of Public Instruction, Madras, thro' the Principal, College of Engineering, Guindy.

Sub: Retirement and re-employment of the applicant.
Ref: DPI's proceedings No.R.C.1973 C1/48 dated 22-6-48 and
G.O. Ms.No.572 Finance (Pension) dated 8-6-48 and G.O.
No.786 Finance dated 10th October 1947.

⑥

I thank the Government for their kind consideration in giving me re-employ~~ed~~ment for a period of 8 1/2 months, up to the closing of the college in April 1949.

As accepting re-employment under the conditions stated and implied in the G.Os. will be considerably detrimental to my interests, I very much regret my inability to continue in service. I, therefore, request that I may be relieved of my duties as early as possible.

I am aware of the difficulty of getting suitable staff in the Technical colleges and at short notice. In order that the work of the college may not suffer I am prepared to accept re-employment under the conditions of the G.Os. until such time as arrangements are made for my relief. I pray, however, that this period does not exceed two months.

Submitted to the Director of Public Instruction with confidential D.O. to Director dated 21-7-1948.

(Sd.) S. Paul,
21-7-48.

2/3

for Director of Public Instruction.

Encl. II

Copy of letter dated 9-9-1948 from Dr. Kanoth Sukumaran, Prof. of Electrical Engineering, College of Engineering, Guindy to the Director of Public Instruction, Madras.

Ref: Your D.O. No.Cl.38/48 dated 24th July 1948.

With reference to our conversation on 28th July 1948, during which you have asked me to reconsider my decision given in my letter dated 14th July 1948, to discontinue my duties as the Professor of Electrical Engineering, College of Engineering, Guindy, during the re-employment period of 8 1/2 months, I have now carefully considered the matter and wish to state that I am willing to continue as the Professor of Electrical Engineering in the College of Engineering, Guindy, on a contract basis for a period of 5 years from the date of contract on a basic salary of One thousand per mensem. J

2. In stipulating the above, I would request you to bring to the notice of the Government the following:-

K (a) I have offers for the post of Professor of Electrical Engineering from a number of institutions, which if accepted would give me an income of over Rs.1,000/- per month. In particular, I have an offer for the post of Professor of Electrical Engineering in the New Engineering College, Bihar on a salary of Rs.1000 to Rs.1500 for a contract period of 5 years. This offer is attractive as this salary will be in addition to my pension of approximately Rs.300/- and as it will give security of employment for a period of 5 years. Again I have a fair chance of getting appointed as a Professor in the Indian Institute of Science, Bangalore on Rs.1000/- as the minimum salary.

(b) I respectfully wish to point out that my qualifications are exceptional and which, I venture to say, few Professors of Electrical Engineering, in India at present possess. I refer particularly to the three inventions with their associated researches which stand to my credit and which I have every reason to think are substantial contributions to Electrical Engineering Science.

In the prevailing paucity of research by Professors in the Engineering Colleges, the Director of Public Instruction, in a recent circular, has emphasized the necessity for such Research. I may be permitted to state that I have a very good record in this respect. A summary of the more important ones are given in the attached sheet. Other special qualifications are also given.

I am bringing these to the attention of the Govt. as I had no previous opportunity to bring these to their notice.

(c) I regret to bring to the notice of the Government that my work in the college and my abilities have not been adequately recognized in the past, and consequently I have suffered materially in my prospects. I recall the fact that in spite of a very good record of work and in spite of the strongest support from the then Principal, Dr. J.J. Rudra and Sir R.M. Statham, Director of Public Instruction, my claims for appointment to the post of Professor of Electrical Engineering was overlooked 5 years ago, and as a consequence when I retired after 27 years of service in the Electrical Engineering department, I was still only a temporary Professor. This has materially affected my pension.

(D) / cf. 20-30
(E)

(d) I wish to represent that although the maximum basic salary of the post is only Rs.900/- my asking for a salary of Rs.1,000/- on a contract basis is not unreasonable, considering that, for a competent Research Professor in the Presidency College, which is a non-professional college, the Government in their new scheme is prepared to give for those in regular service a maximum salary of Rs.1,000/-

3. In case the Government consider it fit to continue my services under the conditions in para 1, my acceptance, I submit, will still be at a monetary sacrifice. The reasons that have made me reconsider my decision are: (i) that I will not materially

p.t.o.

be affecting the prospects of any experienced hand suitable for holding the post of Professor, (ii) that I would be able to complete the re-organization of the Electrical Engineering department that I have begun, (iii) the electrical engineering laboratory of this college affords immediate facilities for the completion of a number of researches that are now in progress and (iv) that it is my earnest wish that I may be of service to my Alma Mater in helping it to build a name for advanced research.

4. I request particularly that a very early decision in the matter may kindly be given, as I have offers elsewhere.

List of qualifications.

I. Research.

Invention and Research.

(i) Developed a new type of Electrical Motor (for small as well as very large sizes) - "Double Synchronous Speed Synchronous Motor."
Granted Indian Patent for this invention. Patents of Foreign Countries awaited.
(ii) High Voltage Impulse Generator.
(iii) High Voltage Generator without gaps.
Patents for (ii) and (iii) from Foreign countries awaited.

Analytical Research.

(iv) Theory, Calculation and Performance of Repulsion Induction Motor.
(v) A new theory for single phase motors.

Research in Progress:

(vi) New methods for the separation of Leakage Reactance in Machines
(vii) Theory, Calculation and Performances of Induction and Synchronous Motors in Cascade.

II. Doctorate - Ph.D. of the Madras University in Electrical Engineering

p ①/21

I am the first and so far the only Ph.D. in Engineering of the Madras University.

III. Full Member of the Institution of Engineers in India.

Among the professional staff of the 4 Government Colleges, I am the only Professor that holds this qualification.

IV. Thorough experience in the Design, Equipment and Construction of an upto date Electrical Engineering Laboratory and in particular a High Voltage laboratory.

The Electrical Engineering Laboratory of this college may well be called the most advanced Electrical Engineering Laboratory at present in India. This laboratory is the original from which the Electrical Engineering laboratories of the 3 new Government Colleges are being modelled.

V. Experience in guiding the researches of research students for the M.Sc. Research degree in Electrical Engineering of the Madras University.

VI. Regarding Organising, Lecturing ability, Character and other qualities expected of a Professor reference may kindly made to the recommendation made in the first instance by Dr. J.J. Rudra, when he proposed me for the post of Professor of Electrical Engineering five years ago.

(U)/ cf. 25-30

Encl. III.

Copy of letter dated 16th September 1948 from Dr. K. Sukumaran, Prof. of Electrical Engineering, College of Engineering, Guindy, to the Director of Public Instruction.

Sub: Continuation in service as Professor of Electrical Engineering.
Ref: My letters dated 14-7-48 and 9-9-1948.

p. 2-4 ante

In continuation of my letter dated 9-9-1948, I request that in the absence of orders on the continuation of my service, I may be permitted to hand over charge on the 9th October 1948.

---

for Director of Public Instruction.

SPECIAL.

CONFIDENTIAL.

***

To be ~~sent by~~ Spl messenger ✓

Sent to-day

My 7/10/48

(6) 6

GOVERNMENT OF MADRAS.
EDUCATION AND PUBLIC HEALTH DEPARTMENT.

Memorandum No. 68573A-2 Edn., dated the 7th Oct.1948.

Madras Educational Service - Dr. K.Sukumaran, Professor of Electrical Engineering - Continuance on a contract basis.

Ref:- From the Director of Public Instruction, No.77/48, dated 17-9-48.

C.P.1

The Government would be prepared to appoint Dr. K. Sukumaran as Professor of Electrical Engineering, College of Engineering, Guindy, on a contract basis, on a salary of Rs.900/- per mensem, for a period of one year. The Director of Public Instruction is requested to continue Dr. ~~Sukaran~~ Sukumaran in service if he is agreeable to accept the appointment for one year and to send to Government a draft deed of agreement to be entered into with him. Formal orders will be issued on receipt of a reply from the Dir.

This dept. framed the proposal for giving him Rs. 900. (Fin. (+ [illegible]) have apparently agreed. They have not minuted against it

Despatched with sealed cover
[illegible] 7-10-48

B.H. 7/10/48

[illegible] 7/10/48.

Secretary to Government.

To the Director of Public Instruction.

P.S. 7.10.48

My 7/10/48

A

EDUCATION DEPARTMENT.

7 Special

7

ASST. SECRETARY TO GOVERNMENT
1[illegible] OCT 1948
EDUCATION AND PUBLIC HEALTH DEPT.

From

The Director of Public Instruction,
Madras.

To

The Secretary to Government,
Education and Public Health Department,
Madras.

17123

R.CL. No. 77/48, Dated the 18th October, 1948.

Sir,

Subject:- Madras Educational Service - Dr. K. Sukumaran, Professor of Electrical Engineering - Continuance on a contract basis.

p.bark

Reference: Government Confidential Memorandum No.69519 A.2 Edn., dated 7th October 1948.

With reference to the Memorandum cited above, I have to state that Dr. Sukumaran is not prepared to accept the offer if the period of contract is only for one year. He has requested to be relieved immediately unless the terms are for at least three years. In view of the orders contained in the above Memorandum, the Principal, College of Engineering, Guindy, is being requested to relieve Dr. K. Sukumaran immediately.

Yours faithfully,

For DIRECTOR OF PUBLIC INSTRUCTION.

7797 Confidential

(8)

Proceedings of the Director of Public Instruction, Madras.
R.Cl. No.77/48 dated 25th October 1948.

ASST. SECRETARY TO GOVERNMENT
26 OCT 1948
EDUCATION AND PUBLIC HEALTH DEPT.

Sub: Madras Edl. Service - Dr. K. Sukumaran - Professor of Electrical Engineering, College of Engineering, Guindy - Continuance of on a contract basis - Relief of.

Read: Endt. No.R.O.C.1-19 A/48 dated 21st Octr. 1948.

Copy submitted in continuation of the Director's letter R.Cl. No.77/48 dated 18-10-1948.

for Director of Public Instruction.

To the Secretary to Government, Edn., & Public Health Department.

Copy of letter dated 21-10-48 from Dr. K. Sukumaran to the Principal, College of Engineering, Guindy.

Sub: Director's reference regarding continuation of my service.

With reference to the telephone message of the D.P.I., asking me whether I am prepared to continue as Prof. on salary of Rs.900/- per mensem for a contract period of one year, I regret to state that I am unable to accept the Government's kind offer, as it is only for one year. I am prepared to accept the offer only if the period is not less than three years. If the Government find it unable to accept this, I regret I may be relieved immediately.

R.O.C.1-19 A/48 dated 21-10-1948.

Submitted to the D.P.I. with reference to his telephone message dated 13-10-48.

(Sd.) x x
Principal, College of Engineering,
Guindy, Madras.

---

for Director of Public Instruction.

Memorandum submitted to the Hon.Minister of Education by the students of the College of Engineering,Guindy.

Sir,

We, the students of the College of Engineering, Guindy, beg to place before you the following facts for your kind consideration and expedient action.

The impending retirement of Dr.K.Sukumaran, Professor of Electrical Engineering has caused a wave of consternation amongst us, students.

Dr.Sukumaran has been the body and soul of our Electrical Department. We were all looking forward for an extension of service of Dr.Sukumaran

In the past two years there has been a marked depletion and deterioration of the staff in this college. Now this Electrical Department will have to carry on with one instructor and one Lab-Assistant. Two senior experienced Lab-Assistants are expecting to leave the college shortly.

In the past years we had the opportunities of studying under all the professors and instructors of other Engineering Colleges in the Province. Our experience is that none of them can completely replace Dr.Sukumaran. Even if we try to get a first-rate Professor from outside, we will have to undergo a serious disturbance in the middle of our course. Perhaps we might have to wait for an indefinite period. When we are trying to get good professors, we don't understand why the Government is not anxious to retain Dr.Sukumaran.

Dr.Sukumaran is a sterling research worker. He has contributed papers of worth on technical subjects and has a number of inventions to his credit. It will be no exaggeration to state that he is perhaps the only man to guide us in technical research. Government will find it impossible to replace this scientist whose experience and reputation have been an honour and inspiration to this institution. When the dearth of eminent professors is so acute and when so many years of experience is required to make a good professor, we find it difficult to understand why the Government is not particular to retain Dr.Sukumaran.

Apart from this , he has been the guiding spirit behind all cultural and extra curricular activities of the College. Hence it is no wonder his sudden departure will be a material loss to the whole institution.

We beg to make the Government understand that every student of this mighty institution feels the departure of Dr. Sukumaran as a personal irreconcilable loss.

The only thing that stands between the hopes and aspirations of the students, the well-being of the institution and its realisation, is some technical difficulty. When such conflicts arise between the desirable good and the existing law, it lies in your power, Sir, to amend law to do justice.

We humbly request that we may reap the benefit of the continuous stay of Dr.Sukumaran for some years more.

T. Rama Samy.

Students of the College of Engineering,Guind

R.V. Duraisami

Guindy,27th October'48

Copy to the Premier
Copy to Secy.Education Dept.

10/

I think we may offer contract to him for two years instead of one.

G.P.R.
27/10

TSA
27-10-48

Reconsidered and sanctioned for three years
G.P.R.
28/10

SECRETARY, EDN. AND P.H. DEPT.
28 OCT [illegible]
GOVERNMENT OF MADRAS

E.P.H. (A)

M.E.S. – Dr. K. Sukumaran, Offg. Prof., College of Engg., Guindy – Apptd. on contract for 3 yrs. ~~Terminating~~ re-employment being terminated. (10) 11

(6) Read:– G.O. No. 572 – Fin. (Pen.), dt. 8.6.48.

Cf. 8 From the D.P.I., No. 77/48, dt. 25.10.48.

G.O. (Ms.) No. 2702 Edn., dt. 28/10/48

In modfn. of the orders in Memo. No. 69519 – A-2 – Edn., dt. 7.10.48, the Govt. direct that the period of re-employment of Dr. K. Sukumaran, Offg. Prof., College of Engg., Guindy, be terminated and that he be apptd. on a contract basis for a period of 3 years as Prof. of Elec. Engg., College of Engg., Guindy, on a fixed pay (inclusive of pension), of Rs. 900/- p.m. The D.P.I. is requested to send to Govt. a draft deed of agreement to be entered into with Dr. Sukumaran. The appt. has been ordered pending execn. of the agreement.

2. The follg. notfn. will be pubd. in the F.S.G. G.:–

Notfn.

Dr. K. Sukumaran is apptd. as Professor of Elec. Engg., College of

Issue
6/8
DVL
28/10/48

p.b.c.f.

(6)

Cf. 1

The agreement shd. contain a provn. for the termination of the contract by a month's notice on either side.

B at N.F. 2.

2/12

Engg., Guindy, on contract for three years.

28/10/48

by [illegible]

Despatched
CW
28/10

To the D.P.I.
" A.G. (thro' Fin.)
" S.G.P. (para 2 only for pubn.)
" S., M.P.S.C.
" Finance
" Pub. (C.L.)
" Pub. (Ser.)
" RB
" D. of I. & P. (2 copies).

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11 13

GOVERNMENT OF MADRAS.
Education and Public Health Department.
G.O.Ms.No.2702, Education dated 28th October 1948.

***

ABSTRACT.

Madras Educational Service - Dr. K. Sukumaran, officiating Professor, College of Engineering, Guindy - Appoint~~ed~~ on contract for 3 years - re-employment being terminated.

X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X

READ:-

G.O.No.572, Finance (Pension) dated 8-6-48.
From the Director of Public Instruction No.77/48 dated 25-10-48.

- - -

ORDER:

In modification of the orders in Memorandum No.69519-A-2.Education dated 7th October 1948, the Government direct that the period of re-employment of Dr. K. Sukumaran, officiating Professor, College of Engineering, Guindy, be terminated and that he be appointed on a contract basis for a period of 3 years as Professor of Electric Engineering, College of Engineering, Guindy, on a fixed pay of Rs.900/- per mensem(inclusive of pension). The Director of Public Instruction is requested to send to Government a draft deed of agreement to be entered into with Dr. Sukumaran. The agreement should contain a provision for the termination of the contract by a month's notice on either side. The appointment has been ordered pending execution of the agreement.

2. The following notification will be published in the Fort St. George Gazette:-

NOTIFICATION.

Dr. K. Sukumaran is appointed as Professor of Electrical Engineering, College of Engineering, Guindy, on contract for three years.

(By Order of His Excellency the Governor)

M. V. SUBRAMANIAN,
Secretary to Government.

To
The Director of Public Instruction,
" Accountant-General thro' Finance Department,
" Superintendent, Government Press (for publication)
" Secretary, Madras Public Service Commission,
" Finance Department,
" Public (C.L.) Dept.
" Public(Services) Dept.
" Reporters' Board,
" Director of Information and Publicity(2 copies)

True copy/Forwarded/By Order.

Superintendent.

gs/

(12)

14

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION, MADRAS.
Post Copy of Telephonic Message, dated 4th Novr., 1948.

***

ASST. SECRETARY TO GOVT. 6 NOV EDUCATION

To

The Secretary to Government,
Education and Public Health Department, Madras.

L/9.F.48

Reference:- G.O. Ms. No. 2702 Education, dated 28th October 1948 appointing Dr. K. Sukumaran as Professor of Electrical Engineering on a contract basis.

81828

Please state whether the period of re-employment of Dr. K. Sukumaran may be deemed as having terminated with effect from the fore-noon of 28th October 1948 (the date of Government Orders) and his appointment on a contract basis for a period of three years, as having taken effect from the same date (fore-noon of 28th October 1948).

P. M.

For DIRECTOR OF PUBLIC INSTRUCTION.

NB/3-11.

T.M. by post dt. 8/11/48. (E.S.H.(A))

From: The Secy., E.S.H.

To: The D.P.I.

Ref:- G.O. No. 2702 Edn., dt. 28.10.48, and Your T.M. dt. 4.11.48.

The order terminating the period of re-employment of Dr. K. Sukumaran and appointing him as Prof. of Ele. Engg. on contract for three years, ~~had~~ shd. be taken to have had effect from its date, viz., 28.10.48.

DM 6/11/48

6/11/48

82 8/11

L/13

Ct. 4/11

L/CF.13

Copy to A.G.

T.M. by post

(13) E.S.H.(A)

16

From: The Asst. Secy., E.S.H.

To: The A. D.P.I.,

Ref:- G.O. No. 2702 - Edn., dt. 28.10.48.

(not put up)

The personal file of Dr. K. Sukumaran, Prof., Engg. College Guindy, is retd. h/w. Please acknowledge receipt.

DM 29/12/48

28/12/48

12/2 30/12

Desp 4-1-48

Roc.77/48. 3645

(14)

17

Post Copy of Telephone Message dated 6.1.49.

From

The Director of Public Instruction, Madras.

To

The Assistant Secretary to Government,
Education & Public Health Dept.
Madras.

p.1 ack

****

Ref:- Your Telephone Message (by post) dated 29.12.48 returning the personal file of Dr. K. Sukumaran, Professor of Electrical Engineering, Guindy.

****

I acknowledge the receipt of the personal file of Dr. K. Sukumaran.

Joint Director of Public Instruction.

~~with Ep.2702 28.12.48~~

E&PH (A)

MDS
8/1

filed

P.G.
21.1.49 24/1/49

24/1/49

[illegible]

From

The Director of Public Instruction, Madras.

To

The Assistant Secretary to Government,
Education & Public Health Dept.,
Madras.

Sub:- [illegible] the personal file of Dr. K. Sukumaran, Professor of Electrical Engineering, Guindy.

I acknowledge the receipt of the personal file of Dr. K. Sukumaran.

for Director of Public Instruction.

Edn. and P.H. Dept.(A).

15 18

From the D.P.I., No.77/48, dated 17-9-48.

M.E.S. - Dr.K.Sukumaran, Prof. of Elec.Engg. - Continuance on a contract basis.

Dr.K.Sukumaran has been on the staff of the Elec.Engg. Dept. of the College of Engg., Guindy, for more than 18 years. He was temporarily apptd. as Prof. on 17-12-~~46~~ 45. Even before that time, the question of giving him the Professorship was considered more than once and Dr.J.J.Rudra, the then Principal, ~~xix~~ and the D.P.I. made very strong recommendations in his favour. But the Govt. decided then to fill the post by direct recruitment. His tempy. appointment as Prof. was recently regularized with effect from 15-7-46.

Dr.Sukumaran attained the age of superannuation on 15-7-48. He ~~was~~ has been re-employed until the end of the current academic year. The subsequent correspondence at pp. 2-5 C.F. ~~3-4~~ recd. by the D.P.I. from him and the Dir.'s letter to Govt. at p.1 C.F., may be perused. In short, the officer is not willing to continue in service on his present pay of Rs.675 (inclusive of pension) on the scale of pay of Rs.600-75/2-900 without ~~any~~ prospect of further continuance. He is however prepared to accept a contract appointment for some years with a higher pay. The Dir. recommends that he may apptd. on a contract basis for 3 years on a fixed pay of Rs.900 (inclusive of pension). The reasons given by the DPI in para 3 of ~~the~~ C.F.1 are all quite convincing. There is no extra financial commitment to Govt - X at C.F.1. It would be very difficult to get a qualified direct recruit and ~~further~~ for the minm. of the scale very Rs.600. ~~Dr.~~ Sri K.Srinivasan, who was recruited in 1945 as Prof. and was subsequently transferred as Prof. of Tele-Commns. and who recently resigned his appt. and went to the Indian Institute of Science, Bangalore, was given a starting pay of Rs.~~60~~ 900. ~~It is necy. that~~ seems desirable, ~~the~~ Until the existing Instructors put in some ~~more~~ service and gain more experience and ~~can be fully replaced by~~ + until they, on promotion as Professors, can be succeeded by overseas scholars, it is desirable to have Dr.Suku~~maran~~maran's services. It may be mentioned in this connection that Dr.Sukumaran, being senior to Major B.H Marley should have been apptd. as ~~in~~ Principal of the Anantapur

File 17.7.3[illegible] (K) 9

(Y) cf. 12

(E)

(U) cf. 23-30

(U) cf. 58

(b) NF. 23

(U) NF. 4

(K) 17-18 + 20-22

(6)

A

CF 2 13-4

B

— do —

C.F. 1

Pay limit, a point that can be urged is, whether it is expedient that a pensioner should be given [illegible] considerably more favourable than [illegible] or extension of service under Govt. A second argument here that would be valid but in the light of a technical [illegible] in the service circumstances of the case, I feel this aspect should be overlooked.

(g) C.F. 82

C.F. 26

where [illegible] apptt. as Prof. was regularised from 3.8.46

(p.166)

[C]ollege on Rs.1000-75/2-1,225. But he ~~exp~~ declined that post [a]nd said that his taking up the Principalship would interfere [w]ith his research work in which he ~~is~~ was deeply interested.

(Separate file)

Considering all these, it seems that the Dir.'s recommendation may be accepted. The officer's re-employment may be ~~cancelled~~ terminated and a contract may be entered into. A provision for the termination of the contract by a month's notice on either side may, however, be had. No consultation with the MPSC is necy. Dr. Sukumaran's personal file is below.

Pub.(Ser.) and Fin. may see before circn.

B

Period proposed is only 3 yrs. MPSC Regn. 18 (iii) & its proviso p.9, BK.112

(Special orders to be issued before 9.10.48.)

P.G.
22.9.48

22/9/48

22/9/48

S

Pub (Ser.) A

Pub (Ser) Dpt

ESH O.C.
69579-A-1
22.9.48

Para 4 CF 1

The DPI's letter in the C.F. & E&PH dpts note at pp 1-2 above may be perused. This dpt. may agree with E&PH that Dr. Sukumaran may be appointed on three years contract as Professor of Electrical Engineering on the terms suggested by the DPI. The file may be passed on to Finance.

23.9.48

23.9.48

1 Fin

Pub (Ser. A) no. no.

3295/48.1
23/9/48

Finance(Pen.)

1(1) The point at issue is whether there is sufficient justification to cancel the orders in G.O.No.572 Fin. dated 8-6-48 reemploying Dr. Sukumaran ~~xx~~ as Professor of Electrical Engineering and to appoint him on contract on a total emolument of Rs 900 (inclusive of pension) for a period of 3 years.

(6)

ASSISTANT SECRETARY TO GOVERNMENT
3295
23 SEP 1948
CHIEF SECRETARIAT

(2) It is pointed out at the outset that Dr.Sukumaran is a superannuated officer (drawing Rs 675 at the time of retirement) and in such cases the Govt. are opposed even to their re-employment for short periods as a matter of policy. An exception is made in regard to posts ~~required~~ requiring high technical qualifications and experience for which there is an acute dearth of qualified men. In these cases, retired men are re-employed for periods not exceeding one year at a time and their pay is regulated in such a manner that their total emoluments (pay on re-employment and pension) do not exceed the pay last drawn by them while in service. Dr. Sukumaran is at present re-employed up to the close of the current academic year in accordance with the above principles. He is not satisfied with these terms and has tendered his resignation and has stipulated that he is willing to continue only on a contract basis for a period of 3 years on a total emolument of Rs 900 (inclusive of pension). E & P H recommend that in view of the special circumstances, he may be engaged on contract for a period of 3 years on a pay of Rs 900 (inclusive of pension).

B a/p above

ASST. SECRETARY TO GOVERNMENT
8 SEP 1948
FINANCE DEPARTMENT
87023

K

Cf GO 572 Fin
8 6 48 (6)

P2 Cf

B

R on p1 Cf
d & on p1 Cf

Cf E&PH Sup marginal note on p1 above

(3) Dr. Sukumaran is a retired officer and his employment after retirement will have to be regulated only in accordance with the principles referred to at 'K' above. Making ~~xxx~~ reemployment for periods not exceeding one year at a time enables the Government to review the position with reference to the availability of qualified hands from time to time. There have been no cases in which retired officers were engaged on contracts and that too for long periods of 3 years at a stretch on a pay far exceeding the pay drawn before retirement.

(4) In view of the acute scarcity of higher qualified technical personnel, there seems to be no objection to appoint Dr. Sukumaran on contract for a period of 3 years, the contract being terminable on one month's notice on either side. But his total emoluments (pay plus pension) during the period of contract should be restricted to the pay last drawn by him while in service. It seems objectionable to deviate from the general principle regarding the pay of pensioners, whatever may be the nature of employment. If a special concession in this case is granted, it may lead to requests for similar concessions from retired technical men re-employed in other departments.

Z Fr 29

Cf K above

21

Finance may therefore advise against the proposal to give Dr. Sukumaran a pay of Rs 900 per mensem (inclusive of pension) during re-employment (as against the present pay of Rs 675/- per mensem including pension).

Fr
25/9/48

2. If the officer is not willing to continue on the above terms, steps may be taken immediately to recruit by open advertisement another suitable candidate on the existing scale of pay, higher starting pay than the minimum being offered, where necessary, with reference to qualifications and experience. (There is no information, if any such attempt was made this year and with what result). The relief of Dr. Sukumaran may be held over till the candidate newly recruited joins duty.

Fr
25/9/48

3. The case should be circulated to H.M.Finance and the Hon'ble Premier before issue of orders.

M.R.
24/9/48

Through Fin. (E.III)

N.R.P.
24.9.48

Fr
25/9/48

S.A.P.H. (A)

p.2 ante-Middle

Public agree with this dept.'s view that the D.P.I.'s recommendation, ~~that~~ – Y at p.1 C.F. (may be accepted); i.e., Dr.K.Sukumaran, Prof. of Elec.Engg., Guindy Engg.College, may be apptd. on contract for 3 years on Rs.900 p.m. (including pension), the order – ⑥ re-employing him being cancelled. Finance – Z at p.3 ante also agree to the 3 years' contract appt. But that dept. raise objection to the pay to be given to the officer. They hold that during the contract appt. he should not get more than what he drew immediately before retirement (superannuation). It is not as if that the principle on which they base this view was not considered by this dept. On the other hand, Secy. specifically raised it and felt that that aspect shd. be overlooked – marginal note at p.1 ante. Though, this year the Prof.'s post was not advertised, for the other vacancy in the category of Professors which stood reserved for a war service candidate and for which the Commission undertook selection in 1947, no suitable candidate became available from among war service men. For orders whether this dept. may press the proposal.

Para 1(4), pp.3-4 above.

Cf. para 7, (K)/33
We may press the proposal.

If Finance's suggestion at X above is adopted,

Fin. U.O. 870 28 Sept.

ASST. SECRETARY TO GOVERNMENT
25 SEP 1948
71060
EDUCATION AND PUBLIC HEALTH DEPT.

---

22 (17)

A
69519

the relief of Dr.Sukumaran cannot be delayed until the new direct recruit joins duty. He first applied to the DPI for relief on 14-7-48, more than 2 months ago, whereas the Govt. can, under (p), terminate his services at one months notice.

He will have to be relieved by 9.10.48 please as see p.5 referred to by him.

May be circulated to H.M.(Edn.), H.M.(Fin.) and H.Pr. for orders.

p.g.
27.9.48
27/9/48

BM
28/9/48 S
28/9

H.M.(Edn.) ✓
H.M.(Fin.) ✓
H.Pr. ✓

Reappoint him on contract for one year

TSA
28.9.48

G.P.R.
3/10

4 OCT 1948
SECRETARY, EDN. AND P.H. DEPT.
GOVERNMENT OF MADRAS

29.9

Considering the fact that at first the Professor wished to be apptd. on contract for 5 years (J & K at C.F.3) and that the D.P.I. on discussion with him got the period later reduced to 3 years (R at p.1 C.F.), it is doubtful whether the officer will be willing to accept appt. for 1 year.

May be re-circd. to H.M.(Edn.) & H.M.(Fin.) w.r.t. H.Pr.'s minutes.

p.g.
4.10.48

4/10/48

BM
4/10/48 S
4/10

H.M.(Edn.) ✓
H.M.(Fin.) ✓

(Box)

4 OCT 1948
SECRETARY, EDN. AND P.H. DEPT.
GOVERNMENT OF MADRAS

TSA
6.10.48

7.10

90468
18 OCT 1948
FINANCE DEPARTMENT

A draft Memo. is subd. for approval

EDH
U.O.
69519-A-3
7.10.48

p.g.
7.10.48
7/10/48

BM
7/10/48 S
7/10

Fin. (U.O.) Issued p.f.

9 23

Fin (Rev)

Please see previous Finance note app 2-4 above and the orders in circulation app 5 above. The ~~draft~~ memo app 6 C.F. (already issued) may be perused and the case returned ~~to~~ to E.&P.H. Dept.

KS 15.X.48 MMC 15.X.48

16/X

E-PH

DS
EP.H

Fin. No. 9046 Rev
16.X.48

Await reply to Memo.

BSM 16/10/48

From the D.P.I., No. 77/48, dt. 18.10.48. Cf. 7

Dr. K. Sukumaran is not prepared to accept the contract appt. as for one year. The D.P.I. has asked the Principal of the Guindy College to relieve the officer immediately.

May be cd. to H.M. (Edn.), H.M. Fin.

BSM 20/10/48 S

H.M. (Con.)
H.M. (Fin.)
H.C.M.

What alternative arrangements have been made?
TSA 21.10.48

6167
16 OCT 1948
Asst. Secretary to Government, Education and Public Health Dept.

OS 7 20/X

Circulation interrupted.

It has been ascertained from the Joint DPI that Dr. Sukumaran will be relieved this evening or in the course of to-morrow and that the Principal will be making some internal arrangement to carry on the work of the Professorship for the present until a permanent arrangement is made. For orders whether the DPI may be asked to send up proposals for the appt. of a person as Prof.

BSM 21/10/48 S

H.M. (Con.)
H.M. (Fin.)
H.C.M.

25 OCT
Government of Madras

OS 21/X

23.X

TSA 21.10.48

O.P.R. 25/10

Pen 24

Cf. 8 From the D.P.I., No. 27/48, dt. 25.10.48.
Cf. 9 Memorandum dt. 27.10.48 ~~Memo~~ from Guindy Engg. College students to H.M. (Edn.)

Cf. 10 "I think we may offer contract to him for two years instead of one".

T.S. A(vinashilingam Chettiar), 27.10.48.
O.P. R(amaswami Reddiar), 27-10-48.

"Reconsidered and sanctioned for three years."

O.P. R(amaswami Reddiar), 28-10-48.

A draft order is subd. It may be issued. Re-circn. to [H.M. (Edn.) and H.M. Fin.] is not necy.: at p. 5 ante, H.Ms. ~~they~~ already approved of this dept.'s proposal for the officer's contract appt. on higher pay as for 3 years. After issue, Fin. may see.

BSM 28/10/48 S

Fin. (C.C.)

H.M. (Con.), in fact, to see: as the circumstances are to paper to me.

(Issued as G.O. No. 2702 Edn. dt. 27.10.48)
Cf. 11-12

E.P.H. U.O. No. 69519-A-8
28.10.48

9 NOV 1948
95331
Finance Department

Fin (Rev)

(Previous Fin note app 2-4 above) The orders in circulation, extracted above, and ~~the order~~ G.O. 2702 Edn. dt. 28.10.48 (already issued) app 11-12 C.F. may be perused and the case returned to E.&P.H.

KS 3.11.48 MMC 4.11.48

4/11

E-PH

Fin. No. 95331 Rev. 4.11.48
EP.H

9 NOV 1948
81829
Asst. Secretary to Government, Education and Public Health Dept.

Put away. Note call.

BSM 5/11/48

Done on 15/11/48

25/ (19) 2/7/49. ~~D.~~ S.A.(A)

~~Not issue~~ Will be issued in Section

Memo. no. 93102 A-6 Edn., dt. ~~30/5/~~49

Dr. K. Sukumaran Prof. of Elec. Engg., College of Engg., Guindy – Appt. on contract – Execn. of agreement.

Ref: ~~from~~ the D.P.I., no. 3486 - C1/48, dt. 7.12.48.

The draft agreement ~~sent~~ with the letter cited is approved with ~~some~~ amendments. A copy ~~of the~~ draft, as approved, is forwarded ~~to the~~ D.P.I. ~~The D.P.I.~~ He is requested to have the agreement executed by Dr. K. Sukumaran and to ~~forward it for~~ arrange for its being kept, after execution, ~~arrange for its being kept, after execn.,~~ in the safe custody of the ~~cash~~ officer ~~in the safe custody of the cash keeper of his office~~ dealing with cash in his office.

S/C

To The D.P.I.
~~To The A.G.~~ (with copy of (W)).

D.P.I. 4.7.49.

10.7.49

18/1/49.

19/1/49

One thousand nine hundred and forty-nine

THIS AGREEMENT made the day of ~~1948~~ Between HIS EXCELLENCY THE GOVERNOR OF MADRAS (~~hereinafter referred to as "The Governor"~~ which expression shall ~~where the context permits~~ include his successors in office and assigns) of the one part and DOCTOR K. SUKUMARAN residing at Madras (hereinafter referred to as "The Professor") of the other part:

WHEREAS the Professor has agreed to serve the Government of the Province of Madras (hereinafter referred to as "The Government") in the capacity, for the term and at the salary hereinafter mentioned:

NOW THESE PRESENTS WITNESS and the parties hereto respectively agree as follows :-

1. The Professor shall submit himself to the orders and directions of the Government and of the respective officers under whom he may from time to time be placed by the Government.

2. The Professor shall (subject to the provisions for determination of this ~~contract~~ agreement hereinafter contained) be in the said service for a period of three years from the day of 1948 to the day of 194 as Professor of Electrical Engineering at the College of Engineering at Guindy, Madras, in the Province of Madras, or in any Engineering College under the control of the Government to which he may be posted and shall at all times employ himself efficiently and diligently under the orders directons and instructions of the Government and of the said officers and will do all the acts and discharge all the duties which may be required of him to be done in such capacity as Professor of Electrical Engineering aforesaid.

3. The Professor shall devote his whole time and attention to the duties of his office and, subject as hereinafter mentioned, will not engage directly or indirectly in any trade, business or occupation on his own account.

4. The Professor shall not on any account or pretence absent himself from his duties without having first obtained the permission of the Government or ~~its~~ their duly authorised officers or in case of sickness or inevitable accident without ~~providing~~ furnishing his immediate~~ly~~ superior officer forthwith with a medical certificate satisfactory to the officer concerned. In case he ~~shall~~ absents himself from the said duties without obtaining permission as aforesaid, or in case of sickness (or inevitable accident) without furnishing the requisite medical certificate as aforesaid as early as possible, he shall forfeit all claims to any remuneration which might otherwise accrue due to him during such absence in addition to being liable to any disciplinary action which such absence may entail upon him under the rules Prescribed for the time being in force for the regulation of the branch of the Public Service to which he belongs or in which he may be for the time being and/or from time to time serving. ~~of service of the Department of Education of the Government.~~

5. The Professor will at all times well, truly and faithfully account for and pay over or deliver to the proper person all moneys, goods, materials and documents which shall or may come or be under his charge on account of the Government and will conform to all the rules ~~and~~ Prescribed for the time being in force for the regulations of the ~~Department~~ (branch) of the (Public) Service to which he ~~shall~~ belongs or in which he may be for the time being and/or from time to time serving, and will conform to and obey all such orders, directions and regulations as he shall from time to time receive from the Government and/or his superior officers.

---

6 — 1 at p. 3 ref.

[ ] See notes for redraft

[6. In case the Professor shall be guilty of any insubordination, intemperance, misconduct or disobedience of any order, direction or regulation applicable to himself or his office or shall be guilty of any breach or non-observance of any of the matters herein contained or of any rules pertaining to the branch of the public service to which he may belong or be attached to from time to time then and in any such case it shall be lawful for the Governor [by any officer duly authorised in that behalf] to discharge him from the said service in accordance with the procedure for the time being in force for the determination of the service of other servants of the Government: And notwithstanding anything herein contained it shall be lawful for the Governor without assigning any reason to terminate the services of the Professor by giving him through any such officer as aforesaid thirty clear days' previous notice in writing of his intention so to terminate the said services.

See notes

A

7. It shall be lawful for the Governor prior to the expiration of the service of the Professor under these presents, if satisfied on the medical evidence before Government that he is unfit and likely for a considerable period to continue unfit by reason of ill-health for the proper discharge of his duties or any of them, forthwith to determine his services under these presents (the decision of the Governor being conclusive) and thereupon his service under these presents shall terminate.]

7 ~~8~~. If the Professor shall observe and comply with all the terms, conditions, stipulations and provisions of these presents there shall be paid to him for such time as he shall be in the said service and perform the duties hereinbefore mentioned, but not otherwise,

salary at a fixed rate of Rs.900/- (Rupees nine hundred only) per mensem inclusive of salary in lieu of pension due to him from the Government from the said day of 1948. He will not however be entitled to any special pay or house allowance but shall be eligible for ~~dearness~~ ~~cost of living~~ dearness allowance at the rate of Rs.60/- (Rupees sixty only) per mensem and such other allowances as may be admissible under the rules framed by the Government for this purpose and in force during this ~~contract.~~ agreement.

21

Subject to the exigencies of public service

9. The Professor shall ~~will~~ during the service under this agreement be eligible for leave in accordance with the Government leave rules ~~then~~ (for the time being) in force for officers of his grade. For the purpose of these presents he shall be treated as a Grade-II officer.

See notes.

10. The Professor shall, if required to travel anywhere in India in the interests of the Government during the period of his engagement, be entitled to travelling and halting allowances in accordance with the Madras Travelling Allowance Rules in force from time to time during the currency of this ~~contract.~~ agreement and applicable to his case.

(x) to be filled

8 ~~11.~~ The Professor shall not be eligible for any pension or disability pension whatsoever nor shall he have any claim for any bonus or gratuity in respect of his service under these presents, his salary having been fixed with due regard to all relevant circumstances.

+ [12. Notwithstanding anything herein contained it shall be lawful for the Professor to terminate these presents without assigning any reason by giving to the Principal of the said College of Engineering at Guindy aforesaid or such other superior officer on behalf of the Governor thirty clear days' previous notice in writing.]

See notes.

In

See notes.

11 - [H.E. A at N.F. 10.]

12

IN WITNESS whereof the said K Sukumaran and acting for and on behalf and by the order and direction of His Excellency the Governor of Madras, have hereunto subscribed their respective signatures the day month and year first above written.

Signed and delivered by the said K Sukumaran in the presence of :

Signature:

Designation:

Address:

Signed, sealed and delivered by the said ~~by order and direction aforesaid~~ in the presence of :

Signature:

Designation:

Address:

GRB:

18 34/

DATED 1948.

HIS EXCELLENCY THE GOVERNOR OF MADRAS

AND

K. SUKUMARAN ESQ.

Draft/

AGREEMENT OF SERVICE.

GRB:

The Government Solicitor,
MADRAS.

A 23 32

Education Department.

From

The Director of Public Instruction,
Madras

To

The Secretary to the Government of Madras,
Education and Public Health Department,
Fort St. George, Madras.

R.O.C.NO. 3486-C1/48 dated 7th December, 1948.

ASST. SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH DEPT.
12 DEC 1948
93102

SIR,

MADRAS EDUCATIONAL SERVICE--Dr.K.Sukumaran,Professor of Electrical Engineering, College of Engineering, Guindy-Appointed on contract for three years--Draft deed of agreement.
Reference:-G.O.Ms.2702-Edn., dated 28.10.1948.

N L/cf.13

I submit herewith a draft of the agreement drawn up by the Government Solicitor, Madras and request the orders of Government whether Dr.K.Sukumaran, who has been appointed as Professor of Electrical Engineering, College of Engineering, Guindy on contract for three years, may be called upon to execute the agreement as per the enclosed draft.

2. The enclosed draft may kindly be returned with such modifications as Government wish to make.

Yours faithfully,

For Director of Public Instruction.

3 11/XII

ks.1012.

33

Edn. J G.H. (A)

Draft agreement at Ⓝ ~~at pp. 3-7 infra~~ may be sent to Legal for scrutiny.

DG
27.12.48

28/12/48

DRM
29/12/48

Legal

Edn. no NO: 93102 A-1
29.12.48

LEGAL DEPARTMENT.

1. The portion marked A in clause 6 is inconsistent with section 240(2) of the Government of India Act, according to which no person can be dismissed from service by an authority subordinate to that by which he was appointed. That portion should therefore be omitted.

p 3 3(N)

155 61

1 A

ASSISTANT SECRETARY
30 DEC 1948
LEGAL DEPARTMENT

SVS

p 3-4 4 (N)

Clauses 6, 7 and 12 of the draft agreement may, as in the model form of agreement for contract officers, be combined into one clause, as they all relate to the various circumstances under which the service of the Professor may be terminated. Provision

PTO

---

24 34 3.

may be made for cases where the Government give shorter notice than 30 days.

New clause 6 may run as follows:--

See A on p2 ante

cl 6

"6. The service of the Professor may be terminated as follows:--

(1) By the Government without any previous notice, if the Professor be guilty of any insubordination, intemperance or disobedience of any order, direction or regulation applicable to himself or his office, or of any breach or non-observance of any rules pertaining to the branch of the public service to which he may belong or be attached to from time to time, or other misconduct, such termination being made in accordance with the procedure for the time being in force.

P

cl 7

(2) By the Government without any previous notice, if the Government are satisfied on the medical evidence before them that the Professor is unfit and likely for a considerable period to continue unfit by reason of ill-health for the proper discharge of his duties or any of them, the decision of the Government that the Professor is likely to continue unfit being conclusive and binding on the Professor.

cl 6/cl 12

(3) By thirty clear days notice in writing given at any time during service under this agreement either by the Professor to the Government or their officer having proper authority, or by the Government or their authorized officer to him, without assigning any reason:

Provided always that the Government may in lieu of the notice provided for in this sub-clause ~~give~~ pay the Professor a sum equal to the amount of his salary for thirty days, or shorter notice than thirty days if the Government pay the Professor a sum equal to the amount of his salary for the days by which such notice falls short of thirty days.

The term 'salary' for the purpose of this sub-clause shall mean the salary and allowances the Professor is receiving under these presents at the time."

p 4 4(N)

2. Clause 10: A sentence may be added as indicated in red ink specifying the officer's grade for purposes of travelling allowance.

3. Provision may, as in the model forms of agreement, be made in respect of matters not ~~regulatingthe~~ regulated by the draft agreement. This provision may be placed as clause 11 and may run as follows:--

"11. In respect of any matter in regard to which no provision has been made in this agreement, the provisions of the rules made or deemed to have been made under section 241 of the Government of India Act, 1935, shall apply to the extent to which they are applicable to the service hereby provided for, and the decision of the Government as to their applicability shall be final."

4. The other alterations indicated in red ink on the draft agreement at flag (N) may also be made.

7/1/49

E.A.G. lt (A)

Legal uo no 15561/48-1
8/1/49

~~The alterations & additions suggested by Legal may be carried out~~

p.57, Bk. 116

For purposes of T.A. (para 2, bottom of p.3 ante), Dr. Sukumaran may be treated as ~~Grade~~ III officer: his pay is Rs. 900.

2. All the alterations & additions suggested by Legal may be carried out - except in this respect, viz., the term "cost of living allowance" at portion 2 at (N)/4 may be "dearness allce." as the allce. is now known only by the latter name.

3. A draft or Memo. ~~to the~~ D.P.I. is subd. Fin. may see this file (before issue) along with top file.

ASST. SECRETARY TO GOVERNMENT, EDUCATION AND PUBLIC HEALTH
17 JAN 1949
01851

pG.
10.1.49

18/1/49

19/1/49

Finance

EPH u.o.
93102-A-2
20-1-49

Finance (E.I).

Please see the notes above.
The draft memo below may be accepted subject to the following remarks.-

PTO.

Dearness allowance. According to the rules regulating the drawal of the allowance in G.O.457 Fin. d/ 8-5-1948 (rule 11 on p.2) officers on contract terms are eligible for d.a. ~~The~~ D.a. may be granted to officers engaged on contract, who may be otherwise eligible for it, irrespective of whether there is a provision in the contract for the grant to them of any concession or allowance of a general nature which may be sanctioned for officers of corresponding status in the regular service, and subject to the condition that they have not already been allowed in the fixation of their pay an element of compensation to meet the increase in the cost of living.

Alterations indicated on p4 CF (at 2)

2. In para 8 of the agreement on p.4 of (N) it is proposed that the officer is to be eligible for this allowance also. Attention is in this connection solicited to this department's notes on pp.2-4 N.F. and the orders in circulation on p.7 N.F. of G.O.2702 Edn. dated 28-10-48 sanctioning the re-employment of this officer (Dr.K. Sukumaran) on a pay of Rs 900 p.m. for a period of 3 years. Prior to his re-employment he was drawing Rs 675 (at the time of his retirement) p.m. only. It is noted that 'he is willing to continue only a contract basis for a period of 3 years on a total emolument of Rs 900 (inclusive of pension). No reference seems to have been made at all to the payment of d.a. in addition. As the officer was agreeable to a total emolument of Rs 900 and as this ~~xxxxxxxxx~~ was ultimately sanctioned in the G.O. on p.13 C.F. of (L), the payment of d.a. ~~was~~ in addition does not seem to have been contemplated ~~authorised~~. The draft para may be suitably altered.

B on p3 NF (L)
Also see para 3 on p2 of (L)

ASST. SECRETARY TO GOVERNMENT, EDUCATION AND PUBLIC HEALTH
20 JAN 1949
5620

The d.a. according to G.O. 77 of 29.1.48 is Rs 100 p.m. (for those upto Rs 900)

3. In the linked file the A.G. requests the orders of the Govt. whether d.a. may be allowed to the officer. In view of the above remarks the reply may be in the negative and Edn.& P.H. may be requested to issue necessary orders in this regard.

Fin. u.o. (Linked File)
3562 EI
25/1/49

24/1/49

Thro' Pension.
CSR.

21-1-49

25/1

E-PH

~~-6-~~ 37/

Edn. and P.H. Dept(A).

--

Neither the D.P.I.'s letter at "L"/C.F.1 nor this dept.'s note at "L"/N.F.1-2 contains the word "total emoluments". Even Finance, at portions K and Z in their note at "L"/N.F.3, meant by the term "total emoluments" which they used, only the "pay on remployment" and "pension". In fixing Dr. Sukumaran's pay at Rs.900, account was not taken of the dearness allowance which he was drawing before. To say now that he will not be given ~~the usual~~ dearness allce. (tho' it is ordinarily applicable to contract officers P at Ⓡ), would be unjust. The fact is that everybody thought that he would automatically get the d.a. and so it was not then specifically mentioned. ~~The D.P.I. is under the impression that the officer will get it.~~ This dept. may, for the reasons above, ~~xxxxxxxxxxxx~~ press for the grant of the allowance and take orders of H.M.(Edn.), H.M.(Fin.) and H.Pr. Perhaps Finance may see again before circn.

Ⓛ/1-5

N

Ⓝ/ 4 - portion Z

prepared under D.P.I.'s instns.

P.G. 1.49 31.1.49

1/2/49.

B.R.1 2/2/49

3/4/49 S Fin.

Edn. 93102-A.13

8.2.49 (L.F.)

Finance Ⓔ

Previous Finance note on pp.4-5 above and E.& P.H. note above may be perused.

2. The position in regard to the payment of dearness allowance to contract officers is no doubt as at 'P' on p.2 of G.O.457, Fin. dated 8-5-48. But where a contract has been entered into subsequently and when the emoluments of the officer have been fixed after some negotiation as in this case, and where the officer has not ~~referred or insisted on the payment of this compensatory~~ allowance, in addition, the rate of remuneration fixed shd. be deemed all-inclusive. It is in this view that ~~it does not seem incumbent on the Government to give it automatically.~~ The A.G. has not admitted dearness allowance and asks for a ruling in his letter in C.F. in the linked file. It may also be incidentally mentioned that the officer was already shown a ~~monetary~~ substantial concession in that he has been allowed to draw total emoluments(Rs.900), which is far in excess of the pay last drawn (Rs.675) while in service - a concession not ordinarily admissible to re-employed personnel. Finance may therefore adhere to the view on p.5 above.

Ⓡ

Total emolument at the time of retirement

Pay 675 +

DA 85

760

8588

Total emolument of DA [illegible]

ASSISTANT SECRETARY TO GOVERNMENT
6605 9
8 FEB 1949
FINANCE DEPARTMENT

ASST. SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH
1949

4.2.49

Through Pen

4.2.49

4/2

E-PH

Fin 6605 ET-1
4/2/49

38/ ~~4~~

ET

⑳

Edn and P.H. Dept

C.No. 43102-A/48

Notes from the bottom of page 4 ante may be read. The question for decision in this file is whether Dr. Sukumaran, who was recently re-employed as Professor of Electrical Eng., Eng. College, Guindy, on a contract basis should be paid dearness allowance or not. The Edn & P.H. dept consider that he should be paid the allowance. The Fin dept take the view that he should not be paid the allowance. The file may be circulated to H.M. (Edn), ~~H.M.~~ H.M. (Fin) and the Hon'ble Premier for orders.

8/3/49.

9/3/49 S

13/3/49

H.M.(Edn) ✓

H.M.(Fin) ✓

H.Pr. ✓

Fin may advise then H.M.(Fin) may see again

10/3/49

(think it is usual only fix the basic pay + then the dearness allowance is usually given

Let him get what he was getting when he retired.

TSA 17.3.49

I agree with H.M.(Fin)

R.G.A. 27.3

1-5-49

Dr. Sukumaran was drawing dearness allce., in addn. to pay, before his retirement (N at p. 6 ante) and it is presumed that H.M.(Fin.)'s orders are that he may be given the allce. during the contract period also. In this view, a draft ~~[illegible]~~ reply to the A.G. is subd. in L.F.

Fin. may see before the draft in L.F. & the draft in this file issue.

P.G. 2.5.49

3/5/49

4/5/49 Fin

SENIOR ASSISTANT SECRETARY, FINANCE DEPARTMENT
29678
5 MAY 1949
GOVERNMENT OF MADRAS

Edn 93102 A-4
4.5.49
(with an L.F.)

32

17

Finance (F.I.) Dept.

Previous Finance note on p.6 above and the orders in circulation on p.7 above may be perused.

2. In the linked file E.&.P.H. propose to sanction the payment to Dr. Sukumaran the dearness allowance (in addition to the fixed pay of Rs 900/- p.m. inclusive of pension) during the period of his appointment on contract. The officer will then be eligible for Rs 100 p.m. For the reasons urged on p.6 above, this Dept. have advised against the payment of any dearness allowance to him as his original demand was the payment of a total emolument of Rs 900. H.M.(Fin.)'s minute seems to indicate that as a via media the officer may be given dearness allowance "he was getting when he retired". The officer was at the time of retirement on 16-7-48 drawing a pay of Rs 675/- and the corresponding rate of dearness allowance admissible is only Rs 85/-, while the rate of dearness allowance for an officer on Rs 900 is Rs 100 p.m.- cf. G.O.99 Fin. dated 29-1-48 at (S). ~~Finance may therefore suggest that~~, in conformity with the orders in circulation on p.7 above, the officer need be sanctioned only dearness allowance he was getting when he retired viz. Rs 85/- p.m. and E.&.P.H. may be requested to amend the draft Memo ~~in the C.F.~~ below in the linked file suitably in this regard.

q. at p 7 C.F. in L.F. p 7 above.

Fin may advise that H.M.(Fin) may see again

(S)

10/5/49

3. A clause may also be added to the draft agreement at (N) to vouchsafe loss or damage ~~sanctioned~~ by the Govt. on the lines indicated in G.O.1059 Fin. dated 16-11-48 as shown below:-

"If due to the misconduct or negligence of the party of the first part, the Govt. sustain any loss or damage, such loss or damage shall be made good by the party of the first part".

(N)

(A)

10/5/49

This will be done after file returns from Fin.

4. Legal may again see before issue of the Memorandum in this file in due course.

RR
9.5.49.

9.5.49

10/5/49

ASST. SECRETARY TO GOVERNMENT, EDUCATION AND PUBLIC HEALTH DEPT. 3618/37

Fin. No. 29678 E1/49 1
10.5.49

E. & P.H. (A)

The file may be re-circd. to H.M.(Edn.) and H.M.(Fin.) for perusal of this dept.'s note at bottom of p.7 ante and para 2 of Fin.'s note above and for orders as to the amount of dearness allce. to be allowed to Dr. K. Sukumaran.

40

22

P.G.
14.5.49

16/5/49.

17/5/49

S H.M.(Edn.)

It is only a question of Rs 15/- p.m., which Finance desire to retrench by a strict reading of the minute of H.M. (Finance). It would be gracious to allow the dearness allowance due on the salary now paid.

H.M.(Edn.)✓

17/5

H.M.(Fin.)

The recommendation of Finance is accepted.

22/5

25.5

16/5

EDN. AND 28 MAY 1949 GOVERNMENT OF

A revised draft memo. to the A.G. is subd. in L.F. The amt. of dearness allce. shd., preferably, be mentioned in the agreement. Therefore after the A.G.'s reply is recd., the draft agreement may be amended, w.r. also to para 3 of p.8 ante, & sent to Legal for further scrutiny before issue of the Memo. in this file.

P.G.
21.5.49

27/5/49

28/5/49

The amt. of the allce. is Rs. 60/- — p.10 C.F. of L.F. This has been mentioned in the agreement at (N), in clause 7.

2./-

19

2. A new clause on the follg. lines may be added as clause 12, w.r.t. para 3 of Fin.'s note at p. 8 ante:—

"If due to the misconduct or negligence of the Professor, the Government sustain any loss or damage, such loss or damage shall be made good by the Professor."

3. Legal may I see again.

A

ASST. SECRETARY TO GOVERNMENT EDUCATION AND PUBLIC HEALTH DEPT.

48994

P.G. 22.6.49

22/6/49

23/6/49

Legal DEPARTMENT.

New clause 12 suggested by E. & P.H. at A above and clause 11 suggested by this Department at p.4 ante may interchange places and be renumbered as clauses 11 and 12 respectively.

E P H D.
93102 A-5
28 6 49
(with i.f.)

ASSISTANT SECRETARY
7932
24 JUN1949
LEGAL DEPARTMENT

27/6/49 E & P.H. (A)

The re-numbering suggested by Legal may be made & the draft memo. below may be issued.

Legal. U.O. No. 7932/49-1
27.6.49

P.G. 30.6.49

2/7/49

42

No. G.IV.Edn.783 Madras, 7th December 1948.

FROM

THE ACCOUNTANT-GENERAL, MADRAS,

TO

The Secretary to Government of
Madras, Education and Public Health
Department, Fort St., George,
Madras.

ASST. SECRETARY TO GOVERNMENT EDUCATION AND PUBLIC HEALTH
9 1948

92210

Subject:— Appointment of Dr. K. Sukumaran, Officiating Professor, College of Engineering Guindy on contract for three year on a fixed pay - admissibility of dearness allowance.

Ref: G.O.Ms. 2702 Edn. dated 28-10-1948.

(L) p. 13 cf. w. LF.

Sir,

I have the honour to invite a reference to the orders of Government cited above and request the orders of Government whether dearness allowance may be allowed to Dr. K. Sukumaran in addition to the fixed pay of Rs. 900/- (inclusive of pension).

Yours faithfully,

RKrishnamachari

ks. Assistant Accounts Officer.

E. & H. (A)

(L) In fixing the Prof.'s pay as Rs. 900 during the contract period, account was not taken of the dearness allowance which he was getting before

7 U3/A EI

the contract appt. in addition to his pay then. He shd. therefore be given dearness allowance, now, ~~separately~~. ~~from~~ Para 8 of the draft agreement (in L.F.)+ which the Govt. Solicitor has prepared apparently under instrns. from the A.G.!. also provides for the grant of this allce. The A.G.'s enquiry may be answered in the affirmative. Fin. may see.

D.G.
28.12.48

28/12/48

29/12/48
Finance

Edn & P.H. Memo No: 92286 A-1
29.12.48

Finance(E.I)

The G.O. at (L) referred to overleaf is not in the file. Edn.&P.H. may be requested to kindly put it up for refce.

ADDITIONAL DEPUTY SECRETARY
30 DEC 1948
11062 5
FINANCE DEPARTMENT

Fin. No
11062 5 A-1
3/1/49

DS
EAPH

ASST. SECRETARY TO GOVERNMENT
4-JAN 1949
0438
EDUCATION AND PUBLIC HEALTH

E-PH

EI

44/29 E-PH(A) 3

The G.O. is in L.F.
May be retd. to Fin., along with L.F.

19/1/49
Fin

P.G.
10.1.49

17/1/49

E.P.H. No.
92286 A-2
20.1.49

Finance (E.I).

The payment of d.a. to the officer raised in this file has been dealt with in this department's note on p. N.F. in the top file.

ASSISTANT SECRETARY TO
3562
20 JAN 1949
FINANCE DEPT.

Thro Fin (Rev)

22.1.49

21.1.49

25/1

E-PH(A)

Fin. No 3562 EI-1
25/1/49

Orders are solicited in top file.

2/2/49

P.G.
31.1.49

1/2/49

Please see the minutes & notes in top

5621

A draft Memo. is subd.

E.P.H. No.
92286 A-3
4.5.49

P.G.
2.5.49

3/5/49

4/5/49 Fin

(C.S.H.-(A))

45

(30)

T.M. by post.

From: The Asst. Secy., E. & P.H.
To: The Asst. A/cs. Officer, Office of the A.G.

Ref:- Your No. G. IV.E. dis. 783, dt. 7.12.48.

Please say whether Dr. K. Sukumaran, Prof., College of Engg., Guindy has asked for the payment of ~~the~~ dearness allce. to him and, if so, send a copy of his letter.

10/2/49

29/1/49

P.c. desp. 12/2/49

8.2.49 9/2/49

6

31

Office of the Accountant-General, Madras.
No.G.IV.Edn.938. D/ 28th Feb'49.

To

The Assistant Secretary to
Government,
Education and Public Health
Department,
Madras.

ASST. SECRETARY TO GOVT. EDUCATION AND PUB
16263

Ref:- Post copy of Tlephone Message dated 10th February, '49 regarding payment of D.A. to Dr. K. Sukumaran. Professor College of Engineering, Guindy.

No application has so far been received from Dr. K. Sukumaran for the payment of D.A. to him. This office reference G.IV.Edn.783 dated 7-12-'48 was issued with reference to G.O. 2702 Edn. dated 28-10-'48.

V. Sambamurthi Ayyar
Assistant Accounts Officer.

Edn & P.H. Dept.

A decision in the top file may be awaited.

RJS.

8/3/49.

9/3/49.

8

32

41/

Edn. F.G.H.(A)

Memo. No. 92286 A-4 Edn., dt — 3/1/5[illegible]

Dr. K. Sukumaran, Prof., College of Engg., Guindy — Admissibility of dearness allce. during period of contract appt.

Ref:— From the A.G., No. G.IV. Edn. 783, dt — 7.12.48

CF

The A.G. is informed that during the period of Dr. K. Sukumaran's appt. on contract he shd. be allowed, in addn. to the fixed pay of Rs. 900 p.m. (inclusive of pension), the actual amount he was getting as dearness allce. ~~at the rate at which he was drawing it~~ at the time of his retirement w.r. his pay then.

2.

92286 A-4

28/5/49

2. The A.G. is requested to report what that amt. of dearness allce. was, so that it can be specifically mentioned in the agreement to be executed by Dr. Sukumaran.

pg
8.5.49 27/5/49.

28/5/49

Despd
30/5/49

To The A.G. (thro' Fin.)
Copy to the D.P.I.

OFFICE OF THE ACCOUNTANT GENERAL
MADRAS

No. GIV.Edn.229 dated 16th June 1949.

To
The Secretary to the Government,
Education & Public Health Department,
Madras-9.

ASST. SECRETARY TO GOVERNMENT
46343
17 JUN 1949
EDUCATION AND PUBLIC HEALTH DEPT.

Sub: Madras Educational Service
Dr. K. Sukumaran - Professor
College of Engineering,
Guindy - Admissibility of
dearness allowance during
period of contract appointment.

pp. 8-9 ante

Ref: Government Memo No.92286.A4
dated 30/5/49.

Sir,

With reference to para 2 of Government memo cited above, I have the honour to state that Dr. K. Sukumaran was in receipt of dearness allowance at Rs.60/- p.m., at the time of his retirement with reference to his pay then.

Yours faithfully,

A. Mohammed Sultan

Assistant Accounts Officer.

ncn

50/ E. P.H.(A)

Memo. no. NOT [illegible] Edn., dt—

Dr. K. Sukumaran, Prof., Coll. of Engg., Guindy — Admissibility of dearness allce during period of contract appt.

Ref:— From the A.G., No. G.W. E[illegible] dt. 7.12.48

N.F.

The A.G. is informed that Dr. K. Sukumaran ~~may~~ should be allowed dearness allce. (in addn. to the fixed pay of Rs. 900 p.m. inclusive of pension) during the period of his appt. on contract.

at the rate at which he was drawing it ~~before~~ at the time of his retirement w.r.t. ~~the~~ his pay then.

P.G.
2.5.49

3/5/49.

4/5/49

To The A.G.

2

7/

Finance (EI)

The draft memo overleaf may be accepted subject to the remarks in the linked file above.
— cf para 2 of this Dept.'s note on p.8 NF in linked file above.

9.5.49
9.5.49

10/5/49

E.H.A.

E.S.H. Dept. (A) 36138

W.r.t. the orders in Chief L.F., a revised draft memo. is subd.

28/5/49

27/5/49. ("Issued as Memo. No. 92286-A.4, dt-30.5.49.) C.F. 10

THIS AGREEMENT made the

One thousand nine hundred and forty-nine betw

THE GOVERNOR OF MADRAS(which expression shall i

in office and assigns) of the one part and DOCTOR

SUKUMARAN residing at , M

referred to as "the Professor") of the other part:

WHEREAS the Professor has agreed to serve the

of the Province of Madras (hereinafter referred to

Government") in the capacity, for the term and at the

hereinafter mentioned:

NOW THESE PRESENTS WITNESS and the parties hereto

agree as follows:-

1. The Professor shall submit himself to the o

directions of the Government and of the respective off

whom he may from time to time be placed by the Governme

2. The Professor shall (subject to the provisions

determination of this agreement hereinafter contained)be

said service for a period of three years from the

day of 1948 to the

of 19 as Professor of Electrical

at the College of Engineering at Guindy, Madras, in the

of Madras, or in any Engineering College under the contr

Government to which he may be posted and shall at all ti

himself efficiently and diligently under the orders dir

and instructions of the Government and of the said office

will do all the acts and discharge all the duties which m

quired of him to be done in such capacity as Professor of

cal Engineering aforesaid.

3. The Professor shall devote his whole time and a

to the duties of his office and, subject as hereinafter me

will not engage directly or indirectly in any trade, busi

occupation on his own account.

4. The Professor shall not on any account or prete

absent himself from his duties without having first obtai

permission of the Government or their duly authorised

case of sickness or inevitable accident without furnish
mmediate superior officer forthwith with a medical certific
factory to the officer concerned. In case he absents himse
the said duties without obtaining permission as aforesaid, or
se of sickness or inevitable accident without furnishing the
isite medical certificate as aforesaid as early as possible, he
l forfeit all claims to any remuneration which might otherwise
ue due to him during such absence in addition to being liable
disciplinary action which such absence may entail upon him u
rules prescribed for the time being in force for the regulat
the branch of the Public Service to which he belongs or in wh
e may be for the time being and/or from time to time serving.

5. The Professor will at all times well, truly and faithfull
ccount for and pay over or deliver to the proper person all money
oods, materials and documents which shall or may come or be under
is charge on account of the Government and will conform to a
ules prescribed for the time being in force for the regulat of the
ranch of the Public service to which he belongs orm in which he may
be for the time being and/or from time to time serving, and will conform to and obey all such orders, directions and regulations as he shal from time to time receive from the Government and/or his superior officers.

6. The service of the Professor may be terminated as follows:-

(1) By the Government without any previous notice, if the Professor be guilty of any insubordination, intemperance or disobedience of any order, direction or regulation applicable to himself or his office, or of any breach or non-observance of any rules pertaining to the branch of the public service to which he may belong or be attached to from time to time, or other misconduct, such termination being made in accordance with the procedure for the time being in force.

(2) By the Government without any previous notice, if the Government are satisfied on the medical evidence before them that the Professor is unfit and likely for a considerable period to continue unfit by reason of ill-health for the proper discharge of his duties or any of them, the decision of the Government that the Professor is likely to continue unfit being conclusive and binding on the Profess

(3) By thirty clear days notice in writing given at any time during service under this agreement either by the Professor to the Government or their officer having proper authority, or by the Govt. or their authorized officer to him, without assigning any reason:

Provided always that the Govt. may in lieu of the notice provided for in this sub-clause pay the Professor a sum equal to the amount of his salary for thirty days, or shorter notice than thirty days if the Govt. pay the Professor a sum equal to the amount of his salary for the days by which such notice falls short of thirty days.

The term 'salary' for the purpose of this sub-clause shall mean the salary and allowances the Professor is receiving under these presents at the time.

7. If the Professor shall observe and comply with all the terms, conditions, stipulations and provisions of these presents there shall be paid to him for such time as he shall be in the said service and perform the duties hereinbefore mentioned, but not otherwise, salary at a fixed rate of Rs.900/- (Rupees nine hundred only) per mensem inclusive of salary in lieu of pension due to him from the Govt. from the said day of   .   1948. He will not however be entitled to any special pay or house allowance but shall be eligible for dearness allowance at the rate of Rs.60/- (Rupees sixty only) per mensem and such other allowances as may be admissible under the rules framed by the Government for this purpose and in force during this agreement.

Professor shall not be eligible for any pension or [illegible] whatsoever nor shall he have any claim for any bonus or gratuity in respect of his service under these presents, his salary having been fixed with due regard to all relevant circumstances.

9. The Professor shall during the service under this agreement be eligible subject to the exigencies of Public service for leave in accordance with the Government leave rules for the time being in force for officers of his grade.

10. The Professor shall, if required to travel anywhere in India in the interests of the Government during the period of his engagement, be entitled to travelling and halting allowances in accordance with the Madras Travelling Allowance Rules in force from time to time during the currency of this agreement and applicable to his case. For the purpose of these presents he shall be treated as a Grade III Officer.

11. If due to the misconduct or negligence of the Professor the Government sustain any loss or damage, such loss ~~are~~ or damage shall be made good by the Professor.

12. In respect of any matter in regard to which no provision has been made in this agreement, the provisions of the rules made or deemed to have been made under section 241 of the Government of India Act, 1935, shall apply to the extent to which they are applicable to the service hereby provided for, and the decision of the Government as to their applicability shall be final.

IN WITNESS whereof the said K Sukumaran and acting for and on behalf and by the order and direction of His Excellency the Governor of Madras, have hereunto s scribed their respective signatures the day month and year first abov written.

Signed and delivered by the said
K Sukumaran
in the presence of:

Signature:
Designation:
Address

Signed, sealed and delivered by
the said
in the presence of:

Signature:
Designation:
Address.

Secy, E.S.&H.

5 AUG 1949

56

I would like to see the file relating to the re-employment, ~~and~~ on contract, for 3 years, of Dr. Sukumaran as Professor of Electrical Engineering, College of Engineering, Guindy.

MB
5.8.

E. & H. (A)

5 The G.O. on Dr. Sukumaran's contract appt. is put up in a B1 file which has been sent to Fin. by that Section. B1 may kindly arrange to get the paper released from ~~B1's~~ the file & to make it available for this secn. urgently.

6.8.49
[illegible] 6/8/49

The file ~~[illegible]~~ in which the G.O. referred to above is put up has been sent to the officers. The G.O. will be returned to A Sec. as soon as that file is received back.

10/8/49
10/8/49

Edn. & O.H. (A) 58 3

37

Ref:- Minutes at p.1 ante.

The G.O. in which Dr. Sukumaran was apptd. on contract is subd. at flag (M) below. The notes & minutes which led to the order being issued are at pp. 18-24 of (M).

10.8.49
10/8/49

10/8/49 S

11/8 (P.W.)

17.8 (P.W.)

Seen
11.8.

GOVERNMENT
11 . . 949

~~80~~
11/8

A (38) .60

EDUCATION DEPARTMENT.

ASSISTANT SECRETARY
6-APR 1950
6192
EDUCATION DEPARTMENT

From
The Director of Public Instruction,
Madras.

To
The Secretary to Government,
Education Department, Fort St. George,
Madras.

Sir,

Rc.No.3486-C1/48 dated 1-4-1950.

(M) 11-12 cf

Sub: Madras Educational Service - Dr. K. Sukumaran, Professor of Electrical Engineering, Appointment of on contract basis - Execution of Agreement.

2.58 (M)

Ref: G.O.No.Ms.2702 Education, dated 28-10-1948 and Government Memorandum No.93102-A6 Education, dated 2-7-1949.

***

With reference to the Government Memorandum quoted above I submit for the approval of Government the agreement executed by Dr. K. Sukumaran, Professor of Electrical Engineering, College of Engineering, Guindy together with a copy of the Professor's letter dated 6-3-1950 stating that the provision in the agreement requiring him to serve in any other Engineering Colleges under the control of Government to which he may be posted, should be omitted. As there is no likelihood of Dr. Sukumaran being required to serve in any other Engineering College during the present period of his contract, I consider that in deference to the wishes of the Professor, the deletion of the above provision from the Agreement may be accepted by Government. The agreement appears to need revision in respect of the following:--

below

M

(1) Provision that the employee's pay will be subject to any emergency cut or reduction in pay, and
(2) Mention of the relevant Article of the constitution of India Act 1950 in the place of the Government of India Act, 1935.

The agreement will be signed by the Director on behalf of the Government of Madras with a witness, as the Principal, College of Engineering, Guindy, who has signed it, is not authorised to sign such agreements.

2. I request that the enclosed agreement (which will be treated as a draft agreement) may be returned with such modifications as the Government may consider necessary, for final execution of the same.

Yours faithfully,

for Director of Public Instruction.

BR,1-4-50.

College of Engineering, Guindy,
Madras-15: dated 6th March 1950-

To
The Principal,

Sir,

Sub: Contract Agreement.

I am sending herewith the contract agreement made on stamped paper.

From the draft agreement sent by the D.P.I., I have omitted a small clause, stipulating that I should be available for service in any of the Other Engineering Colleges under the control of the Government. In my letter to the D.P.I., I have made it clear that one of the important reasons for accepting the contract offered by the Government was the facility for carrying out research in this College, which at the present moment is not offered by the other Colleges. I,therefore, regret my inability to accept this clause. The clause referred to is in paragraph 2:--"or in any other Engineering Colleges under the control of Government to which he may be posted."

p.4 of (11)

Sd. K. kumaran, Professor of
l Engin ng.

9
#14

(39) 62

THIS AGREEMENT MADE THE ~~Sixth~~ day of ~~March~~ One thousand nine hundred and fifty between HIS EXCELLENCY THE GOVERNOR OF MADRAS (which expression shall include his successors in office and assigns) of the one part and DOCTOR KANOTH SUKUMARAN residing at Staff Quarters, College of Engineering, Guindy, Madras (hereinafter referred to as the Professor) of the other part:

WHEREAS the Professor has agreed to serve the Government of the State of Madras (hereinafter referred to as the Government) in the capacity, for the term and at the salary hereinafter mentioned:

NOW THESE PRESENTS WITNESS and the parties hereto respectively agree as follows:-

1. The Professor shall submit himself to the orders and directions of the Government and of the respective officers under whom he may from time to time be placed by the Government.

2. The Professor shall (subject to the provisions for determination of this agreement hereinafter contained) be in the said service for a period of three years from Twenty-eighth day of October 1948 to the Twenty-seventh day of October 1951 (both days inclusive) as Professor of Electrical Engineering, at the College of Engineering at Guindy, Madras, in the State of Madras, and shall at all times employ himself efficiently and diligently under the orders, directions and instructions of the Government and of the said officers and shall do all the acts and discharge all the duties which may be required of him to be done in such capacity as Professor of Electrical Engineering aforesaid.

3. The Professor shall devote his whole time and attention to the duties of his office and, subject as hereinafter mentioned, shall not engage directly or indirectly in any trade, business or occupation on his own account.

4. The Professor shall not on any account or pretence absent himself from his duties without having first obtained the permission of the Government or their duly authorised officers or in case of sickness or inevitable accident without furnishing his immediate superior officer forthwith with a medical certificate satisfactory to the officer concerned. In case he absents himself from the said duties without obtaining permission as aforesaid, or in case of

P.T.O

or in case of sickness or inevitable accident without furnishing the requisite medical certificate as aforsaid as early as possible, he shall forfeit all claims to any remuneration which might otherwise accrue due to him during ~~in~~ such absence in addition~~s~~ to being liable to any disciplinary action which such absence may entail upon him under the rules prescribed for the time being in force for the regulation of the branch of the public service to which he belongs or in which he may be, for the time being and/or from time to time, serving.

5. The Professor shall at all times well, truly and faithfully account for any pay over or deliver to the proper person all moneys, goods, materials and documents which will or may come or be under his charge on account of the Government and shall conform to all the rules prescribed for the time being in force for the regulation of the branch of the public service to which he belongs or in which he may be for the time being and/or from time to time serving, and shall conform to and obey all such orders, directions and regulations as he may from time to time receive from the Government and/or his superior officers.

6. The Service of the Professor may at anytime during service under this agreement be terminated as follows:-

(i) By the Government without any previous notice, if the Professor be guilty of any insubordination, intemperance or disobedience of any order, direction or regulation applicable to himself or his office, or of any breach or non-observance of any rules pertaining to the branch of the public service to which he may belong or be attached to from time to time, or other misconduct, such termination being made in accordance with the procedure for the time being in force.

(ii) By the Government without any previous notice, if the Government are satisfied on the medical evidence before them that the professor is unfit and likely for a considerable period to continue unfit by reason of ill-health for the proper discharge of his duties or any of them, the decision of the Government that the Professor is unfit and likely for a considerable period to continue unfit being conclusive and binding on the Professor.

P.T.O.

(iii) By thirty clear days notice in writing given either by the Professor to the Government or their officer having proper authority, or by the Government or their authorised officer to him, without assigning any reason:

Provided always that the Government may in lieu of the notice provided for in this sub-clause pay the Professor a sum equal to the amount of his salary for thirty days, or shorter notice than thirty days if the Government pay the Professor a sum equal to the amount of his salary for the days by which such notice falls short of thirty days.

The term 'salary' for the purpose of this sub-clause shall mean the salary and allowances the professor is receiving under these presents at the time.

7. If the Professor shall observe and comply with all the terms, conditions, stipulations and provisions of these presents there shall be paid to him for such time as he shall be in the said service and perform the duties hereinbefore mentioned, but not otherwise, salary at a fixed rate of Rs.900/- (Rupees nine hundred only) per mensem inclusive of salary in lieu of pension due to him from the Government from the said twenty-eighth day of October 1948. He shall not however be entitled to any special pay or house allowance but shall be eligible for dearness allowance at the rate of Rs60/- (Rupees sixty only) per mensem and such other allowances as may be admissible under the rules framed by the Government for this purpose and in force during this agreement.

8. The Professor shall not be eligible for any pension or disability pension whatsoever nor shall he have any claim for any bonus or gratuity in respect of his service under these presents, his salary having been fixed with due regard to all relevant circumstances.

9. The Professor shall during the service under this agreement be eligible subject to the exigencies of public service for leave in accordance with the Government leave rules for the time being in force for officers of his grade.

10. The Professor shall, if required to travel anywhere in India in the interests of the Government during the period of his engagement, be entitled to travelling and halting allowances in accordance with the Madras Travelling Allowance Rules in force from time to time during

P.t.

during the currency of this agreement and applicable to his case. For the purpose of these presents he shall be treated as a Grade III Officer.

11. If due to misconduct or negligence of the Professor the Government sustain any loss or damage, such loss or damage shall be made good by the Professor.

12. Notwithstanding anything hereinbefore contained, the pay, leave salary and allowances admissible under these presents shall be subject to any emergency cut that may be ordered by the Government for the same period and on the same terms as for other officers under the administrative control of the Government.

13. In respect of any matter in regard to which no provision has been made in this agreement, the provisions of the rules continued by article 313 of the Constitution and the provisions of any Act or rule made under article 309 of the Constitution, shall apply to the extent to which they are applicable to the service hereby provided for, and the decision of the Government as to their applicability shall be final.

IN WITNESS whereof the said Kanoth Sukumaran and ~~The Principal~~ acting for and on behalf and by the order and direction of His Excellency the Governor of Madras, have hereunto subscribed their respective signatures the day month and year first above written.

Signed and delivered by the said
Kanoth Sukumaran,
in the presence of: D.KRISHNAN NAMBUDRIPAD.
Signature:
Designation: Instructor in Electrical Engineering,
Address: College of Engineering, Guindy, Madras.15.

Signed, sealed and delivered by:

PRINCIPAL
COLLEGE OF ENGINEERING
GUINDY, MADRAS-15.

Edn.Dept.(A). (43/70)

MEMO.No. 6192 A. 2, d/- 30-5-50

M.E.S. - Dr. K.Sukumaran, Prof. of Elec.Engg., Engg.College, Guindy - Execution of contract.

Ref:- From the DPI, No.3486-C1/48, d/- 1-4-50.

C.F. 1

Despatched
F.S.
31/5 C.F. 3-13

The deed recd. with the letter cited is retd. to the D.P.I., with the necy. modfns. indicated therein. The Dir. is requested to have the agreement executed by Dr. K.Sukumaran in the revised form. The agreement shd. be signed by the DPI himself, on behalf of the Govt.

To the DPI.
(with encl.)

27.5.50 29.5.50

30/5/50

30/5

(C.F. 3-13 in orgl.
- Copy to be taken
for file level)

(44) 72

Education Depmt

From the D.P.I., No. 3486-C1/48 dated 1-4-50

M.E.S. — Dr. K. Sukumaran, Professor of Electrical Engineering – Appointment on contract basis – Execution of agreement

The D.P.I. has forwarded to Govt. the agreement executed by Dr. Sukumaran for approval.

In para 2 of the Agreement the following has been omitted:—

> "or in any Engineering College under the Control of the Govt. to which he may be posted"

A | The Director considers that as there is no likelihood of Dr. Sukumaran being required to serve in any other Engineering College during the present period of his contract, the deletion may be accepted by Govt. The Govt. may agree. Legal may advise.

B | The Director states that the agreement requires revision in respect of (1) and (2) marked at M on p 1 cf. Legal may be requested to suggest modification in this regard.

SM
9/5/50

/Sm
9/5/50

28/5/50

Legal

Edn. U.O.
6192-A-1
10/5/50.

S/DS

p13cf

ASSISTANT SECRETARY
7275
11 MAY 1950
LEGAL DEPARTMENT

pp3-13cf
p13cf

Legal Department.

A above: There is no objection to the course suggd by Edn. ~~This is a matter for Education to consider.~~

2. B above: A new provision may be added as clause 12 as indicated in pencil at p.6 of the deed providing for an emergency cut, ~~the~~ existing clause 12 being renumbered as clause 13.

Existing clause 12 (renumbered 13) may be altered indicated in pencil so as to bring it in accord with the Constitution.

3. The other alterations indicated in pencil on the draft deed may be made.

15/5/50

Dept. (A)

Legal No. 7275/50.1
15.5.50.

A draft Memo. ~~to~~ the D.P.I. is submitted.

29.5.50

30/5/50

S.

30.5.50

ASSISTANT ... 16 MAY 1950 11659 EDUCATION DEPARTMENT