

F.P. H. (1949) Department.

MS. SERIES.

G.O. NO. 3481 Edn

Dated 12. 11. 49.

12

[Despatch Abstract.]

Translators' Dept. Translation in Tamil, Telugu, Kannada and Hindustani of the Services Agreement Form for the Non-gazetted staff employed in the M & M. S. M. Ry - Acceptance of remuneration - Orders passed.

Back Papers.

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

Further Papers.

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

MADRAS AND SOUTHERN MAHRATTA RAILWAY

POST BOX No. 523.

TELEGRAMS:—'FREIGHT', MADRAS.

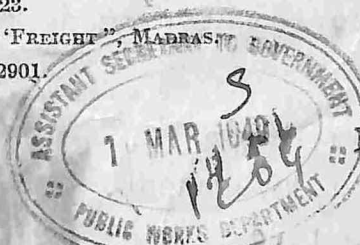
TELEPHONE:—2901.

GENERAL MANAGER'S OFFICE,

PARK TOWN,

MADRAS, 3

Date 9th March 1949.



IN REPLY PLEASE QUOTE—

No. E.511/C/I

The Secretary to the Government of Madras,
Law (Legislative) Department,
Fort St. George,
Madras.



I have the honour to forward 4 copies of Service Agreement, Form G.43/A (~~revised~~), which it is proposed to bring into use for daily-rated employees to be recruited on this Railway in future, and to request that you will kindly let me know if you can arrange for its translation in the undermentioned modern Indian languages:—

1. Tamil
2. Telugu
3. Canarese
4. Hindustani

2. I shall be glad to know the probable charges that will have to be paid for undertaking this work and how soon it could be executed.

3. Attention is invited in this connection to your G.O.No.MS.435 Edn dated the 14th March 1940 permitting the Senior Translator to Government to arrange for the work of translation in the languages required.

Handwritten notes:
16/3/49
comp. to M.A.

D.A: 4 Forms

GENERAL MANAGER.

SM.

Handwritten signatures and dates:
PN (S)
E.A.P.H. 16.
21.3.49.
21.3.49
21.3.49
22.3.49
22.3.49

2

GOVERNMENT OF MADRAS
EDUCATION AND PUBLIC HEALTH DEPARTMENT
Endorsement No. 22869 G.2/49-1. Dated. 25th March. 1949

Referred to the Senior Translator to Government for very early return.

APR 1949

V. Ramanami
Asst. Secy. to Government.

To
The Senior Translator to Government,
Madras.

(with 4 copies of agreement forms in orgl.)

SENIOR TRANSLATOR

O. No. 849. 26
2 MAR 1949 28/3

Office of the Senior Translator to
Government, Madras.

27547
Endorsement No. 849/49-1, dated 6th April 1949.

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

2. It is submitted that a remuneration of Rs. 15/- seems to be reasonable for translating the Service Agreement Form in question into each of the four languages, viz.: Tamil, Telugu, Kannada and Hindustani. The total remuneration will thus come to Rs. 60/- for all the four languages. The work can, as usual, be entrusted to the concerned Assistants of this Department to be done out of office hours without detriment to their office work and can be completed by them within a week after the receipt of Government Orders.

Senior Translator to Government.

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

3/E.P.H.(92)

Letter Ref. No. 22869 G.2/49-2. Dated 18-4-49.

To

The General Manager,
M.S.M. Rly., P.T. Madras 3.

Sir,

Translation - Service
Agreement form of the M.S.M.
Rly.

With reference to your
letter No. E. 511/c/1 dated the
9th March 1949, I am directed
to state that a fee of Rs. 15/-
should be paid for translating
the Service Agreement form
into each of the four languages
viz., Tamil, Telugu, Kannada
and Hindustani. The total
remuneration will thus come
to Rs. 60/- in all. It will be possible to translate
the work in one week within two
weeks of receipt of your reply
to this letter.

9.4.49.

Note

In 1940, the fee for the
translation of the same matter
was Rs. 7-0-0 for each of the
languages - Now the A.S.
states

pu of
435 En
(M) 14340

2

The fee should be Rs 157-
The suggestion may be accepted -

14-4-49 18/4

9.6.49

MADRAS AND SOUTHERN MAHRATTAS

POST BOX No. 523.

TELEGRAMS:—"FREIGHT"

TELEPHONE:—2901.

GENERAL MANAGER'S OFFICE
LEGAL DEPARTMENT
PARK TOWN,
MADRAS, S.



IN REPLY PLEASE QUOTE—

No. E. 511.C.II

Date 17th Sept. 1949.

The First Assistant Secretary to Government,
Legal Department,
Government of Madras,
M a d r a s.

Translation of Service Agreement
Form G.43/A into Modern Indian Languages.

With reference to your letter No. 10524/49-1 of
3rd September 1949, I enclose herewith a copy of my
letter No. E.511/C/I of 11.3.1949, as desired together
with 4 copies of Service Agreement Forms G.43/A.

2. An early reply is requested as the matter has
however suffered much delay.

Letter No. 22869 dated 18.4.49

Encl. 1

RS.

M.B.A.
20.9.49
Agd 20.12.01/49-1
20.9.49. 1002
20.9.49

C.S. (Tappu)

21.9.49

23.9.49

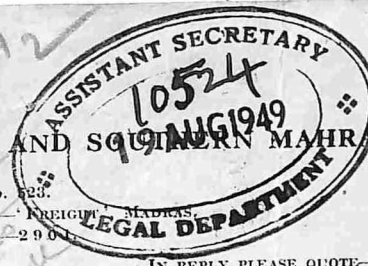
GENERAL MANAGER.

Public U.O.

6 51051

MADRAS AND SOUTHERN MAHARATTA RAILWAY. G. M. 2.

POST BOX No. 223.
TELEGRAMS: FREIGHT
TELEPHONE: 2901



GENERAL MANAGER'S OFFICE,
PARK TOWN, MADRAS. 3.

IN REPLY PLEASE QUOTE—

No. E.511/C.II Dated, 17th August 1949.

The Secretary to the
Government of Madras,
Law (Legislative) Department,
Fort St. George, Madras.

Translation of Service Agreement
Form- G.43/A into modern Indian
Languages.

I have to invite your attention to
my letter No. E.511/C/II of 11th March
1949, and subsequent reminder dated the
28th March 1949, and to request the
favour of an early reply.

RS. A. S. I.
General Manager.

RS. A. S. I.

Legal Dept.

This may be despatched to
E & P. H. Dept., as that is the proper dept.
to deal with the subject cited above.

19/8/49
This is not a copy of the original
copy of the original
19/8/49

(124457) C. 9

0. 2. 19. 4. 5

1/5/50

8

Copy of letter No.E.511/C/I of 11.3.1949, from the General Manager, M.& S.M.Railway, Madras, to the Secretary to the Government of Madras, Law(Legislative) Department, Fort. St: George, Madras.

9

I have the honour to forward 4 copies of Service Agreement, Form G.43/A which it is proposed to bring into use for daily rated employees to be recruited on this Railway in future , and to request that you will kindly let me know if you can arrange for its translation in the undermentioned modern Indian languages:-

1. Tamil
2. Telugu
3. Canarese
4. Hindustani

2. I shall be glad to know the probable charges that will have to be paid for undertaking this work and how soon it could be executed.

3. Attention is invited in this connection to your G.O.No. MS.435 Edn dated the 14th March 1940 permitting the Senior Translator to Government to arrange for the work of translation in the languages required.

Exp 11-1

Same as p 1 at ---

MADRAS AND SOUTHERN MAHRATTA RAILWAY

SERVICE AGREEMENT FOR NON-GAZETTED STAFF (OTHER THAN SUBORDINATES)
WHO HAVE COMPLETED THREE YEARS SERVICE

This agreement of hiring and service made on and from the
.....day of.....194 , between
son of resident of village.....
District..... of the one part, and the Governor-General
of India of the part.

Witnesseth as follows, that is to say:.

1. In this agreement, and for the purposes of every clause, part
and provision thereof, the expression

(a) 'Railway servant' means the said.....
and

(b) 'Railway Administration' means the Governor-General of
India, acting by and through the General Manager or other proper
officer of the Madras and Southern Mahratta Railway Administration.

2. The Railway servant shall serve the the Railway Administration
as..... or in any other capacity to which he may, from time
to time, be appointed, whether on promotion, reduction or otherwise,
in any place situated on, or on the construction of any work undertaken
by the Madras and Southern Mahratta Railway system, whether within
or beyond the limits of the Dominion of India, in accordance with
each and all of the terms hereinafter specified.

3. The Railway servant shall serve the Railway Administration
subject to the conditions:-

(i) that such service is terminable at any time--

(a) by the Railway Administration on one month's notice
in writing; or on payment of the equivalent of a month's pay
in lieu of notice, or without notice or compensation as provided
in sub-clause (iv) hereof;

(b) by the Railway servant on one month's notice in writing.

(ii) that service under this agreement is non-pensionable; the
Railway servant shall, however, subscribe to the Indian Government
Railway Provident Fund if and when eligible in accordance with
the rules from time to time in force.

(iii) that the Railway servant understands that he will not be
entitled to claim gratuity /special contribution, as a matter of
right, though the General Manager or authorities subordinate to
him may at their discretion grant a gratuity /special contribution
for good, efficient and faithful service.

(iv) that the Railway Administration has full power and authority
at any time, for any misconduct, insubordination, intemperance, non-
observance, breach of this agreement, or on any other reasons that
may to it appear sufficient to suspend or dismiss without notice the
Railway servant, or otherwise punish him according to the rules of
the service in which he is for the time being employed.

4. The Railway servant shall, at all times obey and abide by all instructions and regulations for the time being in force and any further orders or instructions that may from time to time be issued by the Government of India, the Railway Board, the General Manager of the Madras and Southern Maharatta-Railway or any other person at any time having authority over him.

5. The Railway servant shall, from time to time, and at all times, faithfully, diligently and honestly discharge each and all of the duties of the office for the time being held by him under the Railway Administration and implicitly obey all lawful orders and directions of his superior officer which may be communicated to him.

6. The Railway servant shall not, without special permission in writing, first obtained from the Administration, carry on or be interested in any money lending or in any other business or trade or any kind whatsoever, either directly or indirectly. Breach of this condition will render the Railway servant liable to summary dismissal.

7. The Railway servant shall, as long as he shall continue in service, undertake to have himself vaccinated whenever called upon to do so by the Administration.

8. The Railway Administration may recover from the Railway servant, by deductions from his salary, or other sums at any time due to him, or otherwise, the value of any loss at any time suffered or sustained by the Railway Administration by reason of the neglect, default or misconduct of the Railway servant.

9. The Railway servant shall be required and bound to occupy quarters that may be allotted to him or allotted for the post held by him, whether permanently or temporarily, on payment of rent under the rules in force of the Railway Administration and he shall agree to deductions on account of rent for accommodation and electric installation, charges on account of conservancy, electric current, water and such other amenities, and services supplied (as are approved by the Governor-General of India and authorised under Section 7 of the Payment of Wages Act 1936) and also for the cost of any articles supplied where these are damaged or lost being effected from his salary or any other monies due to him by the Railway Administration.

The Railway servant shall also agree to deductions from his salary or any other monies payable to him by the Administration being made on account of dues to the M. & S. M. Railway Employees' Co-operative Urban Bank, for the use of Railway Schools and Railway Institutes and wheresoever chargeable under the Indian Government Railway Rules for medical attendance for services rendered by Railway Medical Officers and for diets supplied in Railway Hospitals.

10. The Railway servant shall, if required by the rules and regulations for the time being in force, become a member of the Railway Institute and shall so continue during the whole-time of his employment unless specially exempted by the Railway Administration.

11. The Railway servant agrees not to apply for or obtain or cause or permit any other person to apply for or obtain a patent for an invention made by him which is connected directly, or indirectly with his official duties, save with the permission of the Governor-General of India and in accordance with such conditions as the Governor-General of India may impose.

12. The Railway servant further admits liability to fines or reductions for any breaches of rules, misconduct, negligence, etc., on his part and agrees that the practice of departmental fining rests on a perfectly legal basis and needs no statutory authority.

13. The Railway servant agrees to get himself qualified in First Aid Training if and when required to do so under the rules of the Railway Administration in force.

14. The Railway servant shall continue to be subject to this agreement in whatever capacity he may hereafter be employed on the Madras and Southern Mahratta Railway system.

* 15 Notwithstanding anything contained in this Agreement or the Railway Service Rules aforesaid Government may, at any time whether before or after confirmation terminate this agreement on one calendar month's notice in writing given to the party of the first part by Government, if in the opinion of Government, such termination is necessary or expedient for enabling candidates with War Service to be permanently appointed to the vacancies to be caused by such termination.

As witness our hands, the day and year written below:-

.....
Signature of Railway
servant.
dated.....
Governor-General of India by

WITNESSES

.....
.....
.....
.....
.....

.....
Head of Department or Divisional
Officer,
Madras and Southern Mahratta
Railway.

Dated,.....

The date when the Instrument is signed by each party should be put in below their signatures. The date in the preamble should be the date which the instrument comes into operation.

* To be deleted where not applicable.

Letter 22869 42/49-1 Edy EXH 21/13
92
Ry. 7. copy
The General Manager,
M. & S. M. Ry.
Park Town,
Madras - 3 (with ind)

AM
AM
MS
ind
copy of letter no.
22869/49
18.4.49
u/s
134

Sir,

Translation - Agreement Form of
the M. & S. M. Ry.
Ref. correspondence relating with your
letter no. E. 511-CTI dated 17.9.49
addressed to the Fin. Asst. Secy
to Govt. Legal Dept.

I am directed to invite your
attention to my letter no. 22869
42/49-2 Edy dated 18.4.49 (copy enclosed)

134

for facility of refund) and to enquire ask
whether you agree to the charges
for the translation. Work finished

6.10.49. Memo:-

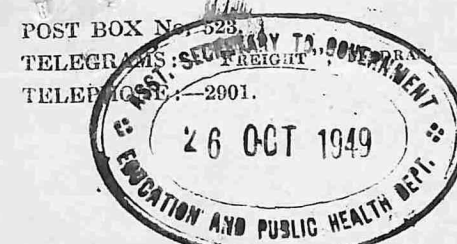
7-1

61048

7-10-49

MADRAS AND SOUTHERN MAHRATTA RAILWAY

G. M. 1. 15



GENERAL MANAGER'S OFFICE
PARK TOWN,
MADRAS, 3.

IN REPLY PLEASE QUOTE—

No. E.511/C/II

Date 24/10/1949

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

Re: Translation of Agreement Form

82722

Ref: Your letter No.22869-G2/49-1 Edn.
of 7/10/1949.

I agree to the payment of a fee of Rs.15/-
as translation charges for each of the four languages
viz. Tamil, Telugu, Kannada and Hindustani. Pay-
ment will be made on receipt of the translations.

General Manager.

GSM.

C-no: 22869/49

Draft I

BLM(92)

Translators' Dept - Translation in Tamil, Telugu, ~~Canara~~ ^{Kannada} and Hindustani of the Service Agreement Form for the Non-Gazetted Staff employed in the M.S.M Railway - Acceptance of remuneration - orders passed -

From the General Manager, M.S.M Railway,
No: E. 511/C, 29-3-49

From the Senior Translator to P.W.
Order No: 849/49-1 26-4-49.

From the General Manager, M.S.M Rly.
No. E. 511 C₂ 21-9-49

From the General Manager, M.S.M Rly.
No. E. 511 C₂ 24-X-49

Ord. No: 3481 - 12.11.49

Ms

The Senior Translator to P.W. is requested to arrange for the translation of the Service Agreement Form ~~mentioned above~~ into Tamil, Telugu, ~~Canara~~ ^{Kannada} and Hindustani and forward the translations direct to the General Manager, M.S.M Rly., Madras.

The S.T.G. is permitted to receive an honorarium of Rs 60/- in respect of the Translation work and to distribute the amount to the Assistants concerned. In granting the permission, due regard has been paid to F.R. 11.

10-11-49

P. W. S.

9/11/49

p1 of

p2 of

p5 of

p15 of

[For a precedent
M. No. 404/49
18/2/49]

106-78/1

11-12-49

11/5/49

12/8/49

To the S.T.G. (with 2 copies of the form at the top)
The General Manager,
M.S.M Rly.
S/c

8/11



General Manager's Office
Despatch Clerk
M.S.M Rly.

ON H. M. NO

Letter No 2289/49-482 EMD 11.11.49

Ref

To

The General Manager,
MKS Rly, Park Road,
Madras 3.

Sir,

Sub: Translation of Service
Agreement Form in Tamil, Telugu,
Cannara and Hindustani.

Ref: Your letter No. A 511/C2 D 24/10/49

I am to enclose a copy of

Go: Ms: No:

dated

authorizing the Senior Translator to Government
to translate the Service Agreement Form
referred to in your letter, into Tamil, Telugu,
~~Cannara~~ ^{Kannara} and Hindustani, and to forward
the translations to you direct. I am to
request you to arrange for the payment of
Rs 60/- being the fee for the translation of
the work to the S.T.G. ~~after an receipt of~~
the translations. Senior Translator to
the Govt., Madras ~~Yours sincerely,~~

9/11/49

10-11-49

Y. J.

NOTE: Pl. see the letter from the General Manager
MKS Rly on p1 of. and the S.T.G.'s remarks on
p2 of. The General Manager has agreed to pay
Rs 60/- towards the translation of the

31.15.11
ms
ms
ms

[will be filled up
later]

Copy to the S.T.G.

ms
ms
ms

p154

Service Agreement Form in Tamil, Telugu,
~~Cannara~~ ^{Kannara} and Hindustani - The drafts on
pp 1-2 are for approval.

ms
ms

9.11.49.

10-11-49

5/11

11/6

11/6