Clear

Scott. II-27—60,004—17-11-48.

E & P H (1950) Department.

Ms. SERIES.

(1)

G.O. NO. 282 Edn

Dated 3. 2. 1950.

(26)

Notes to be typed

Copies of pp 20 to 22 C.f
notes from p1 nf 8 8 nf

[Despatch Abstract.]

Schools and Colleges - Organisation of Scouting - Special Officer for citizenship Training and Scout Organisation - Draft agreement - Approved

May be treated as [illegible] paper

Back Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
..	2628	Edn	20.10.49				
..	578	Edn	3.3.49				

Further Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
Ms	683	Edn	30.4.75				

B1

C.F. 32 (a).

EDUCATION Department

From (Name)

Designation The Director of Public Instruction,

Station Madras.

Received .... Registered ....

To

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

Enclosures :

No. Roc 1358-C1/48 dated 26-4-1949.

ASST. SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH
33282

Sir,

Sub:-- Madras Educational Service--Special Officer for "Citizenship Training and Scount Organisation"--Execution of agreement.

Ref:-- Govt. Order No. (Ms.) 578 Edn. dated 3-3-1949.

Ⓐ 6-5-49

I submit herewith the agreement executed by Sri T.V. Nilakantam for scrutiny and return.

2. With reference to the orders in para 1 of the G.O. quoted above, Paragraph 8 of the agreement has been modified by the Government Solicitor.

placed below

Yours faithfully,

for DIRECTOR OF PUBLIC INSTRUCTION.

ARB : 28-4

(M)

EDUCATION AND PUBLIC HEALTH DEPARTMENT.
(BI)

28/5

SCHOOLS AND COLLEGES - Organisation of scouting - Special Officer for "Citizenship Training and Scout Organisation " - Agreement.

From the Director of Public Instruction, Roc.No.1358-C1/48 dated the 26th April 1949.

27/5/49

MEMO NO. 33282-B1/49-3 Edn dt 27/5/49

---.

The draft of the agreement to be entered into between the Government and the Special Officer for "Citizenship Training and Scout Organisation" forwarded with the letter cited, is returned to the D.P.I. with the alterations ~~suggested on it~~ indicated in pencil. mit. The ~~Director is informed that~~ ~~the~~ agreement does not contain provisions in regard to the following points:-

(Here enter portion marked 'M' on page 2 n.f.)

PTO

~~-2-~~ 3

The Director is requested to consider ~~and report~~ whether these provisions ~~should not~~ may be included in the draft agreement ~~and as suggested above~~ and if so, to obtain and forward a revised agreement.

17/7/49

18/7

18/7

To

The D.P.I. (with the agreement in original)

placed below

R.O.C.1358-C1/48.

4

Office of the
Director of Public Instruction
Madras, Dated 8--7--1949.

ASST. SECRETARY TO GOVERNMENT
19 JUL 1949
EDUCATION AND PUBLIC HEALTH DEPT.

From

The Director of Public Instruction,
Madras.

To

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

Sir,

Sub:- Schools and Colleges - Organisation of scouting - special officer of Citizenship training and scout Organisation - Agreement.

55137

Ref:- Government Memorandum No.33282-B.1/49-3.Education dated 27--5--1949.

pp 2-3 ante

Of the five points referred to in the Government Memorandum quoted above, provisions in regard to the points 2,3 and 4 ha~~ve~~s not so far been made in any of the agreements so far executed by the contract officers of this department. In this connection, attention is invited to the draft agreement in respect of Dr.K.Sukumaran, sent with Government Memorandum No.93102-A6-Education dated 2--7--1949, which contains provisions in regard to the points 1 and 5 only - Vide the provision under sub-para 3 of para 6 and para 12 of that draft agreement. I therefore consider that points 2,3 and 4 need not be included in the agreement of the Citizen-ship Special Officer alone, and request to be informed whether the agreement already executed by him may be revised on the lines of the draft approved in respect of Dr.K. Sukumaran.

M/54

M/55

Yours faithfully,

M/25

For Director of Public Instruction.

16/7.

VLA.15.7.

6 ~~-2-~~

revision of the agreement~~in~~ including in it the provision in items (1), (4) and (5) mentioned in the memo refd to. ~~and to submit it to Government for approval before execution.~~

4879
6.8.49

9-8-49

10/8

To

The D.P.I.

13/8

[To be filed with G.O.No. 2628 Edn of 20/10/48 Letter issue]

Roc.No.1358 C1/48

Office of the
Director of Public Instruction
Madras, dated, 23rd Oct. 1949.

(6)

C-1

From

The Director of Public Instruction
Madras.

ASST. SECRETARY TO GOVERNMENT
28 OCT 1949
EDUCATION AND PUBLIC HEALTH DEPT.

To

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

Sir,

Subject:- Special Officer for Citizenship Training and Scout Organization -- Execution of Agreement.

Reference:- Government Memorandum No.33282-B1/49-6 Edn., dated 10-8-1949.

83478

pp 5-6 ante

In regard to the inclusion in the agreement of a provision relating item I of the Government Memorandum No. 33282-B1/49-3 Edn., dated 27-5-1949, I submit herewith an extract from the letter No.3612 dated 28-9-49 from the Government Solicitor and request the orders of Government on his opinion.

pp 2-3 ante

vide below

Yours faithfully

For Director of Public Instruction.

SJ/24/10.

Copy of letter No.3612 dated 28th Sep. 1949 of the Government Solicitor, Madras, to the Director of Public Instruction, Madras.

25/10

With reference to your letter No.R.O.C.1358-C1/48 of the 12th instant I think it advisable to provide for the determination of the agreement by Government giving to Sri T.V.Neelakantam thirty days' notice in writing or payment to him of the salary for the said period of thirty days. I do not think that the provision suggested by Government for payment of proportionate salary ~~in~~ for the period which falls short of the period of notice provided for in the agreement is either necessary or advisable. Please ascertain from Government whether they consider this provision absolutely necessary.

** **

/True Copy/

For Director~~s~~ of Public Instruction.

SNX

6 ~~-2-~~

revision of the agreement~~in~~ including in it the provision in items (1), (4) and (5) mentioned in the memo ref^d (5). ~~and to submit it to Government for approval before execution.~~

6-8-49

9-8-49

10/8

To

The D.P.I.

13/8

[To be filed with G.O. No. 2628 Edn. of 20/10/48 (letter issue)]

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(6)

e-1

Roc.No.1358 C1/48

Office of the
Director of Public Instruction
Madras, dated, 23rd Oct. 1949.

From

The Director of Public Instruction
Madras.

ASST. SECRETARY TO GOVERNMENT
28 OCT 1949
EDUCATION AND PUBLIC HEALTH DEPT.

To

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

Sir,

Subject:- Special Officer for Citizenship Training and Scout Organization -- Execution of Agreement.

Reference:- Government Memorandum No.33282-B1/49-6 Edn., dated 10-8-1949.

pp 5-6 ante

83478

In regard to the inclusion in the agreement of a provision relating item I of the Government Memorandum No. 33282-B1/49-3 Edn., dated 27-5-1949, I submit herewith an extract from the letter No.3612 dated 28-9-49 from the Government Solicitor and request the orders of Government on his opinion.

pp 2-3 ante

vide below

Yours faithfully

24/10

For Director of Public Instruction.

SJ/24/10.

Copy of letter No.3612 dated 28th Sep. 1949 of the Government Solicitor, Madras, to the Director of Public Instruction, Madras.

25/10

With reference to your letter No.R.O.C.1358-C1/48 of the 12th instant I think it advisable to provide for the determination of the agreement by Government giving to Sri T.V.Neelakantam thirty days' notice in writing or payment to him of the salary for the said period of thirty days. I do not think that the provision suggested by Government for payment of proportionate salary ~~in~~ for the period which falls short of the period of notice provided for in the agreement is either necessary or advisable. Please ascertain from Government whether they consider this provision absolutely necessary.

** **

/True Copy/

For Director~~s~~ of Public Instruction.

~~EM~~

5/ EDUCATION AND PUBLIC HEALTH DEPARTMENT.
(BI) (60)

SCHOOLS AND COLLEGES - Organisation of scouting - Special Officer for Citizenship Training and Scout Organisation - ~~Re~~ Execution of agreement.

43
Page 11/8

From the Director of Public Instruction, Roc.No. 1358-C1/48 dated 8--7--1949.

MEMO NO. 33282-B1/49-6 Edn d 10/8/49

The Director of Public Instruction is informed that the Government agree with him that no provision need be ~~included~~ made in the draft agreement in respect of the items (2) and (3) mentioned in Government Memo No. 33282-B1/49-3 Edn. dated 27-5-1949; ~~but that they~~ They however consider it necessary to include the provision in item (4) in ~~the draft agreement~~ the agreement. The Director of Public Instruction is, therefore, requested to arrange for the

revision

6 ~~-2-~~

revision of the agreement~~in~~ including in it the provision (mentioned in the memo refd 5) in items (1), (4) and (5) ~~and to submit it to Government for approval before execution.~~

489
6.8.49

9-8-49

10/8

To
The D.P.I.

13/8

[To be filed with G.O. No 2628 Edn of 20/10/48 ½ letter issue]

Roc.No.1358 C1/48 7/ (6) C-1

Office of the
Director of Public Instruction
Madras, dated, 23rd Oct. 1949.

From
The Director of Public Instruction
Madras.

ASST. SECRETARY TO GOVERNMENT
28 OCT 1949
EDUCATION AND PUBLIC HEALTH DEPT.

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

Sir,

Subject:- Special Officer for Citizenship Training and Scout Organization -- Execution of Agreement.

Reference:- Government Memorandum No.33282-B1/49-6 Edn., dated 10-8-1949. (pp5-6 ante)

83478
9/

In regard to the inclusion in the agreement of a provision relating item I of the Government Memorandum No. 33282-B1/49-3 Edn., dated 27-5-1949, I submit herewith an extract from the letter No.3612 dated 28-9-49 from the Government Solicitor and request the orders of Government on his opinion.

pp2-3 ante

vide below

Yours faithfully

Lsnkumanaidu 28

½ For Director of Public Instruction.

SJ/24/10.

Copy of letter No.3612 dated 28th Sep. 1949 of the Government Solicitor, Madras, to the Director of Public Instruction, Madras.

With reference to your letter No.R.O.C.1358-C1/48 of the 12th instant I think it advisable to provide for the determination of the agreement by Government giving to Sri T.V.Neelakantam thirty days' notice in writing or payment to him of the salary for the said period of thirty days. I do not think that the provision suggested by Government for payment of proportionate salary ~~in~~ for the period which falls short of the period of notice provided for in the agreement is either necessary or advisable. Please ascertain from Government whether they consider this provision absolutely necessary.

** **

/True Copy/ Lsnkumanaidu

27/10

2/2 For Director~~s~~ of Public Instruction.

~~SMK~~

EDUCATION AND PUBLIC HEALTH DEPARTMENT.
(BI)

Schools and colleges. - Organisation of scouting - Special Officer for Citizenship training and scout organisation - Execution of agreement.

Read: Government Memorandum No.33282-BI/49-6 Education, dated the 10th August 1949.

From the Director of Public Instruction, Roc.No.1358-C1 of 1948 dated the 23rd October 1949.

8/11

MEMO NO. 83478-BI/49-2 Edn dt 11/11/49

There is no objection to provide in the agreement to be executed by the Special Officer for Citizenship Training and Scout Organisation, for the payment of ~~po~~ proportionate salary for the period which falls short of the period of notice, namely thirty days, specified in the agreement. Such a provision

P.T.O.

9

will be advantageous to Government, if circumstances render it necessary to terminate the contract by giving notice for a period which falls short of that specified period. It is also usual to include such a provision in service agreements entered into by the Government. The Director of Public Instruction, is, therefore, informed that similar provision may be incorporated in the present agreement also.

9/11/49

8/11/49

9-11-49

10/11

To

The D.P.I. Dupd

BRK 12.11

Education Department. 10

From

The Director of Public Instruction, Madras.

To

The Secretary to Government, Education and Public Health Department, M a d r a s.

Roc. 1358 C1/49 dated 10.12.49.

ASST. SECRETARY TO GOVERNMENT
13 DEC 1949
EDUCATION AND PUBLIC HEALTH DEPT.

Sir,

Sub: Schools and Colleges - Organisation of scouting - special officer for citizenship training and scout organisation - execution of agreement.

Ref: Government Memorandum No.33282 B1/49-6, Education dated 10th August 1949. pp 5 ante

*****

97192

A draft of the agreement as revised by the Government Solicitor with reference to the Government Memorandum cited above, is enclosed. The special officer will be required to execute the agreement on receipt of the orders of Government approving the revised draft.

Yours faithfully,

for Director of Public Instruction.

MB 10.12.

10.12.

10/12

THIS AGREEMENT made the day of ~~1948~~ ~~1949~~ 1950

between HIS EXCELLENCY THE GOVERNOR OF MADRAS ~~(herein-after referred to as "The Governor" which expression shall where the context permits include his successors and assigns)~~ of the one part and T. V. NILAKANTAM, residing at (premises No.) 3A, North Mada Street, Mylapore, Madras, of the other part.

WHEREAS the said T.V. Nilakantam has agreed to serve the Government of Madras(hereinafter referred to as "the Government") in the capacity, for the term and at the salary hereinafter mentioned:

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

1. The said T.V. Nilakantam 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 said T.V. Nilakantam is appointed ~~in~~ (on the) terms of the Government Order No. 2628 Edn., dated the 20th October 1948, as Special Officer for Citizenship Training and Scout Organization for organising scout movement in the Province of Madras and to assist the Director of Public Instruction,

T. Nilakantam

Madras, in dealing with such miscellaneous subjects as Adult Education, Red Cross, Libraries, Visual Education, Social Studies and such other work as may be alloted to him by the said Director of Public Instruction. The said T.V. Nilakantam shall serve the Government in the Education Department for a period of three years, from the 21st day of October 1948 subject nevertheless to the provisions for determination hereinafter contained 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 will do all the acts and discharge all the duties which may be required of him to be done in ~~such~~ the capacity ~~as~~ of Special Officer aforesaid.

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

4. The said T.V. Nilakantam 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 his superior officer forthwith

...3

T.V. Nilakantam

Madras in addition to such other [illegible] subjects

[illegible] tion, [illegible], Visual Education, [illegible]

Social Studies and such other work as may be allotted to [illegible]

by the Director of Public [illegible]

shall serve the Government in the [illegible]

[illegible] period of three years, [illegible]

[illegible]

[illegible]

[illegible] under the [illegible] direction [illegible]

[illegible]

[illegible]

[illegible]

non-observance of any of the matters herein contained or of any rules and regulations pertaining to the branch of the public service to which he may belong or be attached from time to time, then and in any such case, it shall be lawful for the Government 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 Government to terminate the services of the said T.V. Nilakantam by giving him thirty clear days' previous notice in writing,

by giving him shorter notice than thirty days and

or by paying to him in lieu of such notice salary and allowances for the said period of ~~30~~ thirty days or ~~where the period of notice falls short of the period provided for herein~~ by paying to him the salary and allowances for the period by which the period of notice falls short of the said period of ~~notice~~ thirty days.

7. It shall be lawful for the Government prior to the expiration of the period of service of the said T.V. Nilakantam under these presents, if satisfied on the medical evidence before ~~it~~ them 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 service under these presents (without any previous notice) (the decision of the Government in any fashion being conclusive) and thereupon his service under these presents shall terminate.

8. If the said T.V. Nilakantam shall observe and comply with all the terms, conditions, stipulations and pro-

T. Nilakantam

provisions of these presents there shall be paid to him for such time as he shall be in the service and perform the duties hereinbefore mentioned, but not otherwise, - salary at the rate of Rs. 350/- (Rupees three hundred and fifty only) per mensem in the scale of Rs. 350-25/2-400 from the 3rd day of March 1949 (G.O.Ms.No.578 Education dated 3-3-1949). He ~~will~~ shall not however be entitled to any special pay or house allowance but shall be eligible for dearness allowance, and such other allowances as may be admissible under the rules framed by the Government for this purpose.

and the allowances hereinafter mentioned

provided that the said salary shall be subject to any emergency cut or reduction that may be imposed by Govt from time to time.

A

9. The said T.V. Nilakantam ~~will~~ shall during the service under these presents be eligible for leave in accordance with the Government leave rules ~~then in force of~~ for officers of his grade for the time being in force.

10. The said T.V. Nilakantam shall, if required to travel anywhere in India in the interests of the Government during the period of his ~~engagement~~ service under these presents, 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.

11. The said ~~T.N.~~ T.V. Nilakantam 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 or otherwise.

12. Notwithstanding anything herein contained it shall be lawful for the said T.V. Nilakantam to terminate these presents by giving to the Govt three clear months' previous notice in writing.

T.V. Nilakantam

13. 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 Govt. of India Act, 1935 [illegible] as are applicable to the service hereby [illegible] shall [illegible]

IN WITNESS whereof the said T.V. Nilakantam and

acting for and on behalf of and by the order and directions of His Excellency the Governor of Madras, have hereunto subscribed their respective signatures the day month and year first above written.

T.V. Nilakantam

Signed and delivered by the said T.V. Nilakantam in the presence of:

Signature: N. Subramania Iyer

Designation: Personal Asst to the D.P.I.

Address: 36, Veerasami Pillai Street
Egmore

Signed and delivered by the said
in the presence of:

Signature:

Designation:

Address:

EDUCATION AND PUBLIC HEALTH DEPARTMENT.
(BI)

SCHOOLS AND COLLEGES - Organisation of scouting Special Officer for Citizenship Training and Scout Organisation - Execution of agreement.

From the Director of Public Instruction, Roc.No.1358-C1/49
dated the 10th December 1949.

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pp10-169
66
30/12

29-12-49

MEMO NO. 97192-B1/49-2 Edn dt 30/12/49.

The Director of Public Instruction is informed that ~~it is observed~~ from clause 6 of the ~~the~~ draft agreement sent along with his letter cited, for execution by the Special Officer, for Citizenship Training and Scout Organisation, ~~that~~ it is not clear whether the officer is entitled only to salary in lieu of notice but also to the allowances admissible to him in addition to salary. This should be made clear ~~clause should provide for the payment of the allowances also in lieu of notice.~~

2. The Director is also informed that the draft ~~agreemtn age~~ agreement should ~~also~~ contain a general

P.T.O.

provision that in respect of ~~matterns~~ matters mentioned in Govt. Memo No 33282 B1-49-3 Edn d/ 2-5-49 which are not covered by the agreement, the rules made or deemed to be made under the Government of India Act, 1935, will apply.

p 2 cf

3. The draft agreement is returned to the Director and he is requested to revise ~~the~~ it in accordance with paras 1 and 2 above and submit it to Government for approval. The alterations indicated in red ink in the agreement should also be carried out.

28/12/49

29-12-49

28/12/49

To

The D.P.I. (with pages 11-16 c.f. in original).

5-1-50

Education Department

From

The Director of Public Instruction,
Madras.

To

The Secretary to Government,
Education and Public Health Department,

ASST. SECRETARY TO GOVERNMENT
18 JAN 1950
EDUCATION AND PUBLIC HEALTH DEPT.

Roc 1358 C1/48 dated 10.1.50

Sir,

Subject: Schools and Colleges - Organisation of scouting special officer for Citizenship Training and Scout Organisation - Execution of agreement

pp 17-18 ante

Reference: Government Memorandum No. 97192-B1/49-2 Edn dated 30.12.49

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vide clause (6) of the draft on pp 21-22 infra

If the Officer is paid salary in lieu of notice, the salary shall include the allowances admissible to him for the period. This has been made clear in the revised draft. For an anology in this regard I invite the attention of Government to the meaning of the term "Salary" given in clause 6(3) of the draft agreement in respect of Dr. B. Kuppuswami Naidu, Professor of Psychology - vide Government Memo No. 87962-A2Edn dated 16.12.49

Para 13 of the revised draft contains a general provision of the nature specified in para 2 of the Government memo quoted above.

p. 18 ante

p 23 infra

The revised draft of the agrement may kindly be approved.

Yours faithfully,

for Director of Public Instruction

Vk 11.1

12-1-50

not put up; but vide the draft agreement approved at (y) 1-3

Edn. & PH (B1) Dept.

⑰ 20

Schools and Colleges - Organisation of Scouting - Special Officer for Citizenship Training and Scout Organisation - Draft agreement - Approved.

7½

p19g

From the Director of Public Instruction, Roc. no. 1358-C1/48 dated 10.1.50.

J.V. 3.2

Dr 8/2/50

4

~~Memo. No~~ Order/No 282 Edn 3-2-50

Copy on pp 21-2 infra

~~prepare [illegible]~~

3/2

The draft of the agreement ~~sent along~~ to be executed ~~with the letter cited, for [illegible] execution~~ by the Special Officer for Citizenship Training and Scout Organisation, is approved subject to the corrections indicated ~~therein~~ in it in red ink & ~~the agreement~~ is returned herewith.

[illegible] 7/2

To

The D.P.I. (with pp 20-24 in orgl)

(copy of pp 20-24 to be taken & kept for file)

1/2/50

1/2/50

2-2-50

THIS AGREEMENT MADE the day of 1950 between HIS EXCELLENCY THE GOVERNOR OF MADRAS of the one part and T.V. NILAKANTAM, residing at premises No.3A, North Mada Street, Mylapore, Madras, of the other part.

WHEREAS the said T.V. Nilakantam has agreed to serve the Government 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 said T.V. Nilakantam 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 said T.V. Nilakantam is appointed on the terms of the Government Order No. 2628, Edn., dated the 20th October 1948, as special Officer for Citizenship Training and Scout Organization for organising scout movement in the Province of Madras and to assist the Director of Public Instruction, Madras, in dealing with such miscellaneous subjects as Adult Education, Red Cross, Libraries, Visual Education, Social Studies and such other work as may be allotted to him by the said Director of Public Instruction. The said T.V. Nilakantam shall serve the Government in the Education Department for a period of three years, from the 21st day of October 1948 subject nevertheless to the provisions for determination hereinafter contained 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 will do all the acts and discharge all the duties which may be required for him to be done in the capacity of Special Officer aforesaid.

3. The said T.V. Nilakantam 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 said T.V. Nilakantam 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 providing his 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 sickness without furnishing forthwith the requisite medical certificate as aforesaid, 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.

5. The said T.V. Nilakantam shall at all times well, truly and faithfully account for and pay over or deliver to the proper person all moneys, books, goods, materials and documents under his charge on account of the Government and shall conform to all the rules and regulations of the Department of the service to which he shall belong or in which he may be for the time being and shall conform to and obey all such orders, directions and regulations as he shall from time to time receive from the Government or his superior officers, or both.

6. In case the said T.V. Nilakantam 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 and regulations pertaining to the branch of the public service to which he may belong or be attached from time to time, then and in any such case, it shall be lawful for the Government to discharge him from the said service in accordance with the procedure for the time being in force. And notwithstanding anything herein contained, it shall be lawful for the Government to terminate the services of the said T.V. Nilakantam by giving him thirty clear days' previous notice in writing or in lieu of such notice, by paying to him salary and allowances payable to him under claims ~~of~~ for the said period of thirty days or by giving him shorter notice than thirty days and paying to him the aforesaid salary and allowances for the period by which the period of notice falls short of the said period of thirty days.

clause

7. It shall be lawful for the Government prior to the Expiration of the period of service of the said T.V. Nilakantam under these presents, if satisfied on the medical evidence before them that he is unfit and likely for a considerable period to continue to be unfit, by reason of ill-health, for the proper discharge of his duties, or any of them, forthwith to determine his service under these presents without any previous notice (the decision of the Government on the question being conclusive) and thereupon his service under these presents shall terminate.

8. If the said T.V. Nilakantam shall observe and comply with all the terms,

P.T.O.

22

conditions, stipulations and provisions of these presents, there shall be paid to him for such time as he shall be in the service and perform the duties hereinbefore mentioned, but not otherwise, salary at the rate of Rs.350/- (Rupees three hundred and fifty only) per mensem in the scale of Rs.350-25/2-400 from the 3rd day of March 1949 (G.O.Ms.No.578 Education dated 3-3-1949) provided that the said salary and the allowances hereinafter mentioned shall be subject to any emergency cut or reduction that may be imposed by Government from time to time. He shall not however be entitled to any special pay or house allowance but shall be eligible for dearness allowance, and such other allowances as may be admissible under the rules framed by the Government for this purpose.

9. The said T.V. Nilakantam shall during the service under these presents be ligible for leave in accordance with the Government leave rules for officers of his grade for the time being in force.

10. The said T.V. Nilakantam shall, if required to travel anywhere in India in the interests of the Government during the period of his service under these presents, 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.

11. The said T.V. Nilakantam 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 or otherwise.

12. Notwithstanding anything herein contained it shall be lawful for the said T.V. Nilakantam to terminate these presents by giving to the Government three clear months' previous notice in writing.

13. 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 and continued in force under article 313 of the Constitution of India and of any Act or rule made under article 309 of the said Constitution, shall apply to the extent to which they are applicable to the service hereby provided for and the decision of Government as to their applicability shall be final.

IN WITNESS whereof the said T.V. Nilakantam and action for and on behalf of 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
T.V. Nilakantam in the Presence of

Signature.

Designation

Address:-

Signed and delivered by the said

in the presence of:

Signature

Designation

Address:

(True copy)

SUPERINTENDENT.
9M

JV.3-2.

B ① nil A

23

EDUCATION DEPARTMENT.

From

The Director of Public Instruction,
Madras.

To

The Secretary to Government,
Education Department,
Madras.

ASSISTANT SECRETARY
18 AUG 1950
24240
EDUCATION DEPARTMENT

9M

N 209

R.C. No. 1558 C.1/48, Dated 17th August 1950.

Sir,

Subject:- Madras Educational Service - Special Officer for Citizenship Training and Scout Organization - Appointment of Sri T.V. Nilakantam - Execution of agreement.

Reference:- G.O. Ms. No. 282, Edn., dated 3rd February 1950.

I submit herewith the Agreement dated 29-6-1950 executed by Sri T.V. Nilakantam, Special Officer for Citizenship Training and Scout Organization for scrutiny and safe custody.

placed below

Yours faithfully,

For DIRECTOR OF PUBLIC INSTRUCTION.

NB/16-8.

Enc: 1 Agreement on Stamp paper.

By Registered Post.

(2)

EDUCATION DEPARTMENT (B)

MADRAS EDUCATIONAL SERVICE - Special Officer for Citizenship Training and Scout Organisation - Sri T.V. Nilakantam - Safe custody of the agreement executed.

From the Director of Public Instruction, R.C.No. 1558-CI/48 dated the 17th August 1950.

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p19

26/8/50

placed below

MEMO NO. 24240-B/50-1 Edn dt 26/8/50.

The agreement dated the 29th June 1950 executed by the Special Officer for Citizenship ~~Organisation~~ Training and Scout Organisation ~~(after scrutiny)~~ ~~tion is sent~~ to the Curator, Madras Record Office, for safe custody.

25/8/50

[illegible] is forwarded
26/8

To
The Curator, M.R.O.,
Chittoor. (with the agreement in orgl.)
The D.P.I.

24/8/50

NOTE:- The agreement executed by the Special Officer for Citizenship

25

-2-

Training and Scout Organisation appears to be in order. ~~Legal may see, before it is~~ It may be sent sent to Curator, M.R.O., Chittoor, for safe custody. He is a spl. Officer on contract for Citizenship Training which is one of the subjects of study in the new Secondary Edn. Scheme —

25.8.50

F. for perusal of the agreement

26.8.50

24/8/50.

24/8/50

26

From
Dr.B.S.Baliga, Ph.D.(Lond.),
Curator, Madras Record Office,
CHITTOOR.

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

No.1391/50 S.A.8644 dated 29th August 1950.

ASSISTANT SECRETARY
31 AUG 1950
26074
EDUCATION DEPARTMENT

Sir,

Sub:- Madras Educational Service - Special Officer for citizenship Training and Scout Organisation - Sri.T.V. Nilakantam - receipt - acknowledged.

Ref:- Government Memorandum No.24240-B/50-1 Edn., dated 26-8-50.

I acknowledge the receipt of the agreement dated 29-6-1950, executed by Sri.T.V.Nilakantam, Special Officer for Citizenship Training and Scout Organisation, forwarded to this office for safe custody with the Government Memorandum cited above.

Yours faithfully,

B.S.Baliga
CURATOR,
30-8-1950.

SA/ 29/8.

B1 E III

regard to the following matters:-

(1) Payment of salary in lieu of notice of termination of service, or where the period of notice falls short of the period provided for in the agreement, payment of salary for the remaining such period;

(2) Benefits of medical attendance;

(3) Power to suspend the employee and payment of subsistence allowance for the period of suspension;

(4) Provision that the employee's pay will be subject to any emergency cut or reduction in pay;

(5) A general provision that in respect of matters not covered by the agreement, the rules made or deemed to be made under the Government of India Act will apply.

M

20 MAY 1949
33459 E III

2. E. & P.H. may consider whether provision should not be made as suggested above and if so, they may obtain a revised agreement ~~from the Government Solicitor~~.

3. Subject to the above remarks, the alterations indicated in pencil on the draft agreement may be made.

14/5/49 E & P. H

Legal U.O. 579/49-1
14/5/49.

E & PH (B1) Dept.

With ref. to paras 1 & 2 of the Legal note on pp 1-2 above, the DPI may be consulted. The draft memo below is for approval. Finance may see before issue

37400

19/5/49

17.5.49

19/5

Fin

19/5/49

Finance (E III)

E & P H U.O. No. 33282 B1/49. 2 Edn
19/5/49

Notes on pp 1-2 above and the draft memo below

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may be perused and the case returned to E & P. H

23/5/49.

24.5.49

D.S.

Shro Cdr 21/5/49

Pen 24/5/49

27.5.49

E & P. H

Fin. U.O. 33459/E III. 1
25.5.49

40299
26 MAY 1949

26.5.49.

24 AN (M)

The draft memo may now be issued

27-5-49

pp 2-3 of [Memo. no. 33282-B1/49-3 Edn. dated 27.5.49]

page 4 of From the DPI., ROC, no. 1358-C1/48 d 8.7.1949.

Please see the letter from the DPI on page 4 of. In the circumstances stated therein, he considers that the points (2) to (4) referred to at 'M' on page 2 ante need not be included in the draft agreement. The Director's view may be concurred in. He may be requested to revise the agreement on the lines of the draft approved in respect of Dr. K. Sukumaran and to submit it to Government before execution by the S. O. for Citizenship Trg & Scout Organisation.

Lo 2702 Edn 28/10/48

(M) 52-55

22/7/49

2. The file may be sent to ~~Legal~~ Finance and Legal U.O. for remarks before a reply is given to the Director.

22/7/49

25/7

Legal

Fin

9503
26 JUL 1949

19/7/49

21.7.49

E & P H U.O. 33282 B1/49
25/7/49

Legal Department

So far as items (2) and (3) on page 2 ante are concerned, this Department sees no objection to the suggestion of the Director that no provision need be made for them in the draft agreement. But as regards item (4) relating to the provision for any emergency cut or reduction in pay of the employee, it may be pointed out that in the absence of a specific provision therefor, the employee can insist on the amount of pay specified in the agreement being paid to him. It is, therefore, safer to insert a provision for the purpose specifically in the agreement.

Z

30/7/49

E & P. H

Legal. u.o. No. 9503/49-1
30-7-49

ASST. SECRETARY TO GOVERNMENT
58475
1 AUG 1949
EDUCATION AND PUBLIC HEALTH DEPT.

E & PH (BI) Dept.

Please see the notes of the Legal Department on pages 3-4 above. It is submitted for orders whether their suggestion at (M) above may be accepted and if so, whether the Director of Public Instruction may be asked to make necessary provision in the draft agreement to be executed by the Special Officer for 'Citizenship Training and Scout Organisation'.

1/8/49

May be accepted if Finance also agree.
2/8/49

Finance to whom this file has already been marked, should see.
2/8/49

Fin. (E III)

(Pre Finance note on pp 2-3 above)

2/8

E & PH u.o. No. 33282-BI/49-5 Edn.
2/8/49

The notes following may be perused. Finance may agree with the views of Legal at 'Z' above.

4/8/49

4.8.49

3/8/49

E & P. H.

BI.

ASSISTANT SECRETARY TO GOVERNMENT
50601 (E III)
3 - AUG 1949
FINANCE DEPARTMENT

Fin. u.o. 50601/E III.1
5.8.49

ASST. SECRETARY TO GOVERNMENT
60158
6 - AUG 1949
EDUCATION AND PUBLIC HEALTH DEPT.

Please see the note of the Finance Department above. The draft memo to the DPI below is for approval.

6/8/49

9-8-49

S 10/8

6/8/49

24

(Government Memo No. 33282-BI/49-6 Edn. dated 10-8-1949)

From the Director of Public Instruction, Roc.No.1358 C1 of 1948 dated the 23rd October 1949-

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Please see the letter from the Director of Public Instruction on page 7 c.f., furnishing a copy of of the letter from the Government Solicitor. The Government Solicitor considers that the provision suggested in item (1) on page 2 ante for the payment of proportionate salary for the period which falls short of the period of notice provided for in the agreement to be executed by the Special Officer for Citizenship Training and Scout Organisation is neither necessary or advisable. He considers that it will be enough to provide for the determination of the agreement, by Government giving the Special Officer thirty days' notice in writing or payment of the salary for the ~~said~~ period of thirty days. The Solicitor desires to be informed whether the Government ~~the~~ consider the proportionate payment of salary for the period which falls short of one month, as absolutely necessary.

A

2. The file may be sent to Finance and Legal U.O. for remarks.

29/10/49

31-10-49

Legal
Fin

29.10.49

E & PH u.o. No. 83478 BI/49-1 Edn.
1/11/49.

S/DS

ASSISTANT SECRETARY
14106
1 NOV 1949
LEGAL DEPARTMENT

Legal Department.

Beyond saying that a provision as at A above is neither necessary nor advisable, the Government Solicitor has not adduced any reason for its omission. There is no objection to such a provision being made in a contract and ~~it is~~ it will be advantageous to the Government if circumstances render it necessary to terminate the contract by giving notice for a period which falls short of that specified in the agreement. It is also usual to include such a provision in service agreements entered into by the Government. This Department would therefore suggest that the provision may

E III

be incorporated in the present agreement also.

4/11/49 Fin

FIN (E III)

(Pre. Finance Note on p. 4 above)

The letter from the D.P.I. on p 7 cf and the notes on pp 5-6 above may be perused. Finance may agree with the views of Legal on pp 5-6 above.

5.11.49

5.11.49

7/11/49

E & P.H.
B1.

Please see the notes of the Legal and Finance departments on pages 5-6 above. The draft memo below is for approval. [After issue, the papers may be filed with G.O. Ms. no. 2628 Edn. dated 20.10.1948]

8/11/49

8/11/49

9-11-49

S 10/11

[Memo. no. 83478-B1/49-2 Edn dt 11.11.49]

From the DPI., Roc. no. 1358-C1/49 dt 10.12.48.

The D.P.I. has forwarded a draft of the agreement to ~~the~~ be executed by the S.O. for Citizenship Training and Scout Organisation for approval by Government. Before the draft is approved, the file may be sent to Legal U.O. for ~~the~~ scrutiny.

14/12/49 15/12/49

16/12/49

Legal

Legal U.O. No. 14106/49-1
4.11.49

ASSISTANT SECRETARY TO GOVERNMENT
74373 E III
5 - NOV 1949
FINANCE DEPARTMENT

FIN U.O. 74373/E III
7.11.49

ASST. SECRETARY TO GOVERNMENT
8 - NOV 1949
86697
EDUCATION

pp 8-9 cf

p 10 cf

pp 11-16 cf

E & P.H. U.O. no. 92 B1/49-1 Edn
17/12/49

ASSISTANT SECRETARY
17 DEC 1949
16965
LEGAL DEPARTMENT

16/12/49

LEGAL DEPARTMENT.

Clause 6 of the draft agreement at pp.11-16 c.f.: It is not clear whether the officer is entitled only to salary in lieu of notice but also to the allowances which he may be receiving in addition to salary. This may be made clear.

The agreement does not contain a general provision that in respect of matters not covered by the agreement, the rules made or deemed to be made under the Government of India Act, 1935 will apply (vide item (5) at M on p.2 ante).

Subject to the above remarks, the alterations indicated in red ink on the draft agreement may be made.

27/12/49 E & P.H.

Legal u.o. No. 16965/49-1
28.12.49

ASST. SECRETARY TO GOVERNMENT
101355
28 DEC '49
EDUCATION AND PUBLIC HEALTH DEPT.

Edn & P.H. (B1) Dept.

Please see the notes of the Legal Department above. The S.O. should also, it seems, be paid the allowances admissible to him in addition to salary in lieu of the notice. The draft agreement may be returned to the DPI and he may be requested to revise it in accordance with the suggestions of the Legal Dept.

2. The draft memo below is for approval.

28/12/49

28/12/49

29-12-49

pp 17-18 cf [Memo. no. 97192-B1/49-2 Edn dt 30.12.49]

p. 19 cf From the DPI., Roc. 1358-C1/48 dt 10.1.50.

Please see the letter from the D.P.I. on page 19 cf. He has submitted a revised

P.T.O.

8

B1

draft agreement carrying out the alterations suggested in the memo on pages 17-18 c.f. The file may now be sent to Legal U.O. for perusal ~~scrutiny~~ of the revised draft before it is approved.

pp 20-24 c.f.

19-1-50

Legal

18/1/50

18/1/50

20/1/50

20/1/50.

LEGAL DEPARTMENT.

As the Government of India Act, 1935, ceased to be in force from 26-1-1950 on which date the new Constitution took effect, the alterations indicated in red ink ~~to~~ on clause 13 of the draft agreement at pp.20-23 c.f. may be made.

The other alterations indicated in red ink on the draft agreement may also be made.

S/DS

ASSISTANT SECRETARY
1102
23 JAN 1950
LEGAL DEPARTMENT

28/1/50

E & P.H
B1.

Legal U.O. No. 1102/50-1.C
28.1.50.

ASST. SECRETARY TO GOVERNMENT
31 JAN 1950
7280
EDUCATION AND PUBLIC HEALTH DEPT.

Please see the note of the Legal Department above. The draft ~~memo~~ order below is for approval.

1/2/50.

2-2-50

S

2/2

1/2/50

18/2/50