

# First Statutes of the Jai Narayan Vyas University Jodhpur

RAJASTHAN

India

## First Statutes of the Jai Narayan Vyas University Jodhpur

### Rule

## FIRST-STATUTES-OF-THE-JAI-NARAYAN-VYAS-UNIVERSITY-JODHPUR of 1962

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First Statutes of the Jai Narayan Vyas University Jodhpur Published vide Notification No. F. 2(31) Edu/Cell-1 /60, dated 30-11-62, published in Rajasthan Gazette Part 4-C, Extraordinary, dated 30-11-62 In exercise of the powers conferred by sub-section (1) of section 22 of the Jai Narayan Vyas University Jodhpur Act, 1962, (Rajasthan Act No. 17 of 1962), the State Government hereby makes the following first statutes of the Jai Narayan Vyas University Jodhpur namely:-

### 1.

In these Statutes, unless there is anything repugnant in the subject or context,-(a)The 'Act' means the Jai Narayan Vyas University Jodhpur Act, 1962 and 'Section' means a Section of the Act; and(b)'Officers', 'Authorities', 'Teachers' and 'Ministerial and other Staff' mean respectively officers, authorities, teachers and ministerial and other staff in the University.

### 2. [ [Deleted by Act No. 12 of 1972 [28-6-1972].]

(1)to (5) x x x](6)Registration of Graduates. - 'Registered graduate' means a graduate registered under the provisions of the Act.(7)The Syndicate shall, with the concurrence of not less than two-thirds of the members of the Senate, have power to remove the name of any person from the Register of Registered Graduates.(8)The following persons shall, on payment of such fees as specified in Statute 9(ii), be entitled to have their names enrolled in the Register of Registered Graduates:(i)Graduates of the University of Jodhpur of three year's standing and upwards (counted from the date of passing), that have taken their degree at a convocation or in absentia.(ii)For a period of five years from the commencement of the Act, all graduates of three years standing or upwards of any Indian University incorporated by any law for the time being in force or of any other

University which may be approved for this purpose by the Syndicate provided (i) they belong to the State of Rajasthan by birth or domicile, or (ii) they have studied in any of the degree colleges, which were handed over to the University of Jodhpur at the time of establishment, or (iii) they are members of the staff of the University. Note. - The time limit imposed by this clause related to applications for enrollment and not to continuance as registered graduates of those enrolled. (9)(i) Applications for enrollment in the Register of Registered Graduates shall be made by the applicant himself, to the Registrar in the form provided for the purpose. N.B. - The words made by the applicant himself, mean that the application for the registration is to be signed by the applicant himself and not by anyone else on his behalf. The application may, of course, be sent to the University either in person or by registered post. (ii) Each applicant shall send with the application a fee of Re. 1/- for registration. (iii) On receipt of the application the Registrar, if he finds that applicant is duly qualified, shall cause the name of the applicant to be entered in the register. (iv) No graduate shall be enrolled during a period of two months immediately preceding an election of registered graduates to the Senate. (v) Every registered graduate shall inform the Registrar in writing of all changes in his permanent address. (10) Election of Registered Graduates. - The members to be elected under Statute 2 (xxiii), shall be elected in accordance with system of proportional representation by means of a single transferable vote and in the manner prescribed by Ordinances.

### **3. Meeting of the Senate.**

(1) The Senate shall, on a date to be fixed by the Vice-Chancellor, meet once a year at a meeting to be called 'Annual meeting of the Senate'. At such annual meeting any vacancies among the officers of the University or among the members of the Senate or the Syndicate or the Finance Committee which ought to be filled by the Senate shall be so filled up. (2) The Vice-Chancellor may, whenever, he thinks fit, and shall, upon the requisition in writing signed by not less than 20 members of the Senate, convene a special meeting of the Senate. (3) A report of the working of the University during the previous year, together with a statement of receipt and expenditure, balance sheet as audited, and the financial estimates shall be presented to the Senate at its annual meeting.

### **4. [ Deleted by Rajasthan 12 of 1972.]**

x x x]

### **5.**

(1) The Syndicate shall, subject to the control of the Senate, manage and administer the revenue and property of the University and the conduct of all administrative affairs of the University not otherwise provided for. (2) Subject to the provisions of the Act, the Statutes and the Ordinances, the Syndicate shall, in addition to all other powers vested in it have the following powers, namely:-(i) to appoint, from time to time the Registrar, Librarian Principals of Colleges and Heads Of Institutions established by the University, and such Professors, Readers, Lecturers and other members of the teaching staff as may be necessary on the recommendations of the Selection Committee constituted for the purpose: Provided that no action shall be taken by the Syndicate in respect of the number, and the emoluments of teachers otherwise than after consideration of the recommendations of the

Academic Council;(ii)to appoint members of the administrative staff or to delegate the power of appointment to such authority or authorities or officer or officers as the Syndicate may, from time to time, by resolution, either generally or specifically direct;(iii)to grant leave of absence to any officer of the University, other than the Chancellor and the Vice-Chancellor, and to make necessary arrangements for the discharge of the functions of such officer during his absence;(iv)to manage and regulate the finances, accounts, investments. property, business and all other administrative affairs of the University and, for that purpose to appoint such agents as it may think fit;(v)to invest any money belonging to the University including any unapplied income, in such Government stocks, funds, shares or securities as it may, from time to time, think fit or in the purchase of immovable property in India, with the like power of varying such investments from time to time on the advice of the Finance Committee;(vi)to transfer or accept transfer of any movable or immovable property on behalf of the University;(vii)to arrange for the provision of the buildings, premises, furniture and apparatus and other means needed for carrying on the work of the University;(viii)to enter into, vary, carry out and cancel contracts on behalf of the University;(ix)to entertain and redress any grievances of the officer of the University, the teaching staff, and the University's servants; who may, for any reason feel aggrieved, otherwise than by Act of the Senate;(x)to publish lists of prescribed or recommended text-books, and publish syllabus of the prescribed courses of study;(xi)to exercise such other powers and perform other duties as may be conferred or imposed on it by the Act or the Statute.

## **6. [ Academic Council Composition and term of office. [Substituted by the approval by the Senate [14-7-1975].]**

(1)The Academic Council shall consist of the following members, namely:-(i)the Vice-Chancellor;(ii)the Deans of the Faculties;(iii)Professors in the University Departments and Readers holding charge of Head of the Departments and Principals of Colleges and Institutions admitted to the privileges of the University. Provided that where there is no Professor or Reader in the department the teacher who acts as the Head of the Department shall be member of the Academic Council;(iv)fifteen members of the teaching staff of the University Colleges and Institutions, other than the Heads of the Departments. elected from amongst themselves by single transferable Vote. The tenure of membership of the teachers will be for the period of three years;(v)three persons co-opted by the Academic Council who posses special attainments in particular fields of study and are not employees of the University colleges and Institutions;(vi)Seven students be chosen in such manner as the Vice-Chancellor may determine.The tenure for the students will be for one academic year or till the new incumbents are chosen, whichever is earlier provided the students continue as regular students;(vii)Director, K.N.U. College for Women;(viii)Director, Institute of Evening Studies.](2)The term of office of the member of the Academic Council, other than ex-officio members shall be three years.(3)Fifteen members of the Academic Council shall form a quorum.

## **7. Powers of the Academic Council.**

- Subject to the Act, the Statutes and the Ordinances, the Academic Council shall, in addition to all other powers vested in it, have the following powers, namely:-(i)to report on any matter referred to

or delegated to it by the Senate or the Syndicate:(ii)to make recommendation to the Syndicate with regard to:-(a)the creation of teaching post in the University and Colleges and Institutions maintained by the University and the abolition thereof;(b)the Classification of the posts referred to in sub-item (a) and their duties attached thereto;(c)laying down qualifications for the recruitment of teachers in any subject and the emoluments to be paid to them;(iii)to formulate and modify or revise Schemes for the organisation of faculties and to assign to such faculties their respective subjects and also to report to the Syndicate as to the expediency of the abolition or sub-division of any Faculty or the combination of one Faculty with another;(iv)to make arrangements for the instruction and examination of persons not being members of the University as may be necessary;(v)to promote research and specialised studies within the University, through a Research Board whose composition and functions shall be prescribed in the Ordinances;(vi)to recognise diplomas and degrees of other University and Institutions and to determine their corresponding value in relation to the diplomas and degrees of the Jai Narayan Vyas University Jodhpur;(vii)to fix, subject to any conditions accepted by the Senate, the time, mode and conditions of awards of fellowship, scholarships, medals and other prizes and to award the same;(viii)to make recommendations to the Syndicate in regard to fixation of fees, emoluments and traveling and other expenses of the Examiners;(ix)to suggest the conduct of examination and to propose dates for holding them;(x)to recommend institution of stipends, scholarships; medal and prizes and to make other awards in accordance with the Ordinances and such other conditions as may be attached to the awards;(xi)to suggest such forms and registers as are from time to time, to be prescribed by the Act; and(xii)to perform, in relation to academic matters, all such duties and to do all such acts as may be necessary for the proper carrying out of the provisions of the Act, the Statutes and the Ordinances.

## 8.

(1)(a)Each Faculty shall consist of such Department of studies as may be assigned to it by Statutes;(b)Each Department shall consist of the following members, namely:-(i)teachers of the Department;(ii)persons appointed to conduct research in the Department;(iii)honorary Professors, if any, attached to the Department;(iv)such other persons as may be members of the Department in accordance with provisions of the Statutes;(c)Each Department shall have a Head who may be a Professor or, if there is no Professor, a Reader and whose duties and functions and terms and conditions of appointment shall be prescribed by the Ordinance;Provided that if there are more Professors or Readers than one in any department, the Head of the Department shall be appointed by the Vice Chancellor according to such seniority as has been determined, and in the absence of such clearly determined seniority the Head of the Department shall be appointed by the Vice-Chancellor at his discretion till such seniority is determined or for a period not exceeding three years whichever is earlier:Provided further that if there is no Professor or Reader in the department, the Senior most teacher shall act as the Head of the Department.(2)(a)The University shall have the following Faculties:-(i)Arts,(ii)Social Sciences,(iii)Science,(iv)Commerce,(v)Law,(vi)Engineering,(vii)Education,and such other Faculties as may be constituted from time to time:Provided that two or more Faculties may be grouped together.(b)The following shall be the Departments of Studies assigned to each Faculty:-Arts:(i)English,(ii)Sanskrit.(iii)Hindi,(iv)History,(v)Philosophy,(vi)Music,(vii)Home

Science,(viii)Fine Arts & Painting,(ix)Comparative Literature and Language studies.(x)Rajasthani,Social Sciences:(i)Economics,(ii)Sociology,(iii)Political Science, and(iv)Geography.Science:(i)Physics,(ii)Mathematics and Statistics,(iii)Chemistry,(iv)Zoology,(v)Botany, and(vi)Geology.Commerce.Commerce.Engineering:(i)Civil,(ii)Structural,(iii)Mechanical,(iv)Electrical,(v)Metallurgy.Law:Law.Education:(i)Education, and(ii)Psychology.(3)Each Faculty shall consist of the following members, namely:(i)Dean of the Faculty;(ii)Professors and Readers in the subjects assigned to the Faculty in the University;(iii)All Heads of Departments of subjects within the purview of the Faculty in the colleges and institutions of the degree standard at least, provided that they have at least 8 years experience of teaching degree classes in a subject of the Faculty;(iv)One or two teachers according to the strength of the Department by rotation, according to seniority from each Department of the Faculty; provided that the teacher has at least five years of teaching experience of degree classes in a subject of the Faculty.Note. - There shall be only one teacher where the strength of the Department is not more than five including the Head of the Department.(v)Two persons co-opted by the Faculty concerned from among persons who are not teachers in the University or in any of its colleges and institutions,(4)The Members of a Faculty, other than Ex-officio members, shall hold office for period of three years.

## 9. Function of the Faculties.

- The Faculties shall perform the following functions:(i)Subject to the control of the Academic Council, to organise teaching and research work in the Departments of Studies assigned to the Faculty.(ii)To recommend to the Academic Council courses of studies and curricula for each examination after considering the recommendations of the Committees of Courses and Studies.(iii)To recommend to the Academic Council conditions for the award of degrees, diplomas and other academic distinctions.(iv)To co-ordinate work in subjects assigned to Faculty.(v)To secure co-ordination in research whenever desirable.(vi)To recommend to the Academic Council the combination and sub-division of the Department or the Faculties.(vii)To make recommendations to the Academic Council on any other matter referred to them by the Academic Council.Note.- in matters of common interest where it might be necessary to obtain the views of more than one faculty, the Vice-Chancellor may convene a joint meeting of the Faculties concerned. At such meetings the Senior most of the Deans concerned shall preside.

## 9A. [ Constitution of Committee of Course and Studies] [Added by Senate on 9-12-1964. Assent of the Chancellor recd. on 20-7-1965.].

(1)There shall be a Committee of Courses and Studies for each of the subjects mentioned below against the Faculties of Arts, Social Sciences, Science and Education.(i)Faculty of Arts. - English, Hindi, Sanskrit, History, Philosophy, Music, Home Science, Fine Arts and Painting and Comparative Literature and Language Studies.(ii)Faculty of Social Sciences. - Economics, Sociology, Political Science and Geography.(iii)Faculty of Science. - Physics, Mathematics, Chemistry, Zoology, Botany and Geology.(iv)Faculty of Education. - Education and Psychology.(2)In the Faculty of Commerce, Law, Engineering, there shall be one Committee of Courses and Studies for each one of them.(3)Committee shall consists of the following members:(i)In the Faculties of Arts, Social

Sciences, Science and Education, the Committees shall be constituted as follows: -(a)The Head of the Department who shall also be the Convener,(b)Readers not exceeding three in number, by rotation in order of seniority in case of subjects taught up to the post-graduate standard, and one in case of subjects taught up to degree standard,(c)One Lecturer by rotation in order of seniority,(d)Two persons other than the teachers of the University having expert knowledge of the subject to be nominated by the Vice-Chancellor in consultation with the Convener,(e)Till a post-graduate Department of Education is established, the Committee of Courses and Studies in Education shall consist of:

**1. The Dean, Faculty of Arts (Convener).**

**2. Two experts nominated by the Vice-Chancellor**

**3. The Principal, Shri Mahesh Teachers College, Jodhpur (Ex-officio).**

**4. One lecturer from Shri Mahesh Teachers College, Jodhpur by rotation in order of seniority to be nominated by the Vice-Chancellor.**

(ii)In the Faculty of Commerce:(a)The Head of the Department who shall also be the Convener;(b)Readers not exceeding three in number by rotation in order of seniority;(c)Two Lecturers by rotation in order of seniority;(d)Three persons having expert knowledge of the subject to be nominated by the Vice-Chancellor in consultation with the Convener.(iii)In the Faculty of Law:(a)The Head of the Department who shall also be the Convener.(b)Readers not exceeding two in number by rotation in order of seniority,(c)One lecturer by rotation in order of seniority,(d)Three persons having expert knowledge in the subject to be nominated by the Vice-Chancellor in consultation with the Convener.(iv)In the Committee of Courses and Studies in Engineering for B.E. degree:(a)The Dean of the Faculty shall be the Convener,(b)All heads of the Departments of subject assigned to the Faculty,(c)The Heads of the Departments of Physics, Mathematics, Chemistry and English,(d)Persons not exceeding five in number having expert knowledge in the subject to be nominated by the Vice-Chancellor in consultation with the convener.(v)In the Committee of Courses and Studies in Engineering for post-graduate degree:(a)The Head of the Department shall be the Convener,(b)Two teachers other than the Head of the Department in order of seniority,(c)Two persons other than the teachers of the University having expert knowledge of the subject to be nominated by the Vice- Chancellor in consultation with the Convener.(4)The term of members, other than Ex-officio members shall be three years.(5)The Committee of Courses and Studies shall recommend to the Faculty concerned courses of studies and curricula in their respective subjects.

**9B. [ Equivalence Committee] [Added by the Senate on 30-4-1967. Chancellor's assent recd., on 8-7-1967.].**

(1)The Equivalence Committee will consist of the following and the term of nominated members will be for a period of three years.(i)All the Deans of the Faculties;(ii)One Head of Department from each Faculty to be nominated by the Vice-Chancellor;(iii)The Committee shall elect its own

Chairman.(2)Functions:(i)to recommend to the Academic Council for recognition the diplomas and degrees of other Universities and Institutions and to determine their corresponding value in relation to the diplomas and degrees of the Jai Narayan Vyas University Jodhpur;(ii)to report on all matters regarding equivalence which are referred to it by the Vice-Chancellor;(iii)to consider application for recognition of examinations received from other Universities and Bodies and submit its recommendations;(iv)to consider applications from individuals seeking admission to a particular course of study in this University, as a special case and make its recommendation to the Vice-Chancellor.(3)Not less than half of the number of members shall constitute the quorum for a meeting.

## **10. Finance Committee Composition, Functions etc.**

- The Finance Committee shall consist of the following members, namely:(i)the Vice-Chancellor (Ex-officio Chairman);(ii)two persons (being expert in financial matters) nominated by the Chancellor;(iii)two persons, not employees of the University or a recognised college or institution, elected by the Syndicate;(iv)one person nominated by the Education Commissioner;(v)one teacher nominated by the Vice-Chancellor.Registrar shall be non-member Secretary of the Finance Committee.(1)Three persons of the Finance Committee shall form a quorum.(2)The Chancellor's nominee, as well as the member elected by the Syndicate shall hold office for a term of three years.(3)A member of the Finance Committee shall have the right to record a minute of dissent if he dissents from his colleagues.(4)The Finance Committee shall meet at least twice a year to examine the accounts and scrutinise proposals for expenditure.(5)The annual accounts and the financial estimates of the University prepared by the Registrar shall be laid before the Finance Committee and thereafter submitted to the Syndicate for approval.(6)The Finance Committee shall suggest limits for the total recurring expenditure and the total non-recurring expenditure for the year, based on the income and resources of the University (which in the case of productive work, may include the proceeds of loans). The expenditure incurred by the University shall be within the limits so suggested.(7)The Finance Committee shall suggest moneys to be credited to the University Fund and also the matters to which the University Fund may be applied or appropriated.

## **11. Standing Committees.**

- Subject to the provisions of the Act and the Statutes, any authority of the University may, from time to time, appoint such and as many Standing Committees, or sub-committees or boards as it may deem fit and may, if it deems fit, appoint to them persons who are not members of such authority. Such committees and boards may deal with any subject delegated to them, subject to subsequent confirmation by the authority appointing them.

## **12. Additional Powers of the Vice-Chancellor.**

- In pursuance of Section 12(8) of the Act, the following powers shall also be exercised by the Vice-Chancellor:(i)the Vice-Chancellor shall appoint examiners on the advice of an Examination Committee consisting of the Vice-Chancellor himself, the Dean of the Faculty concerned and the Conveners of Committees of Courses and Studies concerned;Moderators will however be appointed

by the Vice-Chancellor;(ii)he will also appoint Tabulators and Checkers;Results Committee(iii)the Vice-Chancellor shall declare results of various examinations conducted by the University on the advice of the Results Committee which shall consist of the Vice-Chancellor, the Registrar and the Dean of the Faculty concerned or in his absence one member of the Syndicate to be nominated by the Vice-Chancellor;(iv)all powers relating to the maintenance of discipline in the University shall rest with the Vice-Chancellor.

### **13. Appointment and Powers of the Registrar.**

(1)The Registrar shall be appointed by the Syndicate on the recommendation of the Selection Committee consisting of the following namely:-(i)the Vice-Chancellor;(ii)one person to be nominated by the syndicate from amongst its Members;(iii)an educationist to be nominated by the Chancellor for each appointment;(2)The emoluments and conditions of service of Registrar shall be such as may be determined by the Syndicate.(3)The Registrar shall be Ex-Officio Secretary of the Senate, the Syndicate, the Academic Council, but shall not be a member of the Syndicate and the Academic Council.(4)It shall be the duty of the Registrar:(a)to be custodian of the records, common seal and such other property of the University as the Syndicate shall commit to his charge;(b)to issue all notices convening meetings of the Senate, the Syndicate, the Academic Council, the Finance Committee, the Faculties, the Committee of Courses and other Committees appointed by the Authorities of the University;(c)to keep the minutes of all meetings of the Senate, the Syndicate, the Academic Council, and the Finance Committee;(d)to conduct the official correspondence of the Senate, the Syndicate, the Academic Council and the Finance Committee;(e)to arrange for and superintend the Examinations of the University;(f)to supply to the Chancellor copies of the agenda of the meetings of the Authorities of the University as soon as they are issued, and the minutes of meeting of Authorities, ordinarily within a month of the holding of the meeting;(g)in an emergency, when the Vice-Chancellor is not able to act, to call a meeting of the Syndicate forthwith and to take its directions for carrying on of the work of the University;(h)subject to the control of the Syndicate, manage the property and investments of the University and be responsible for the preparation of the annual accounts and the financial estimates and for their presentation to the Syndicate and the Senate;(i)subject to the powers of the Syndicate, be responsible for seeing that all moneys are expended on the purpose for which they are granted or allotted;(j)sign all contracts made on behalf of the University;(k)to perform such other duties as may, from time to time, be assigned to him by the Syndicate.

### **14. The Deans of Faculties.**

(1)There shall be a Dean of each Faculty who shall be appointed by the Vice-Chancellor in the following order of preference, namely:(i)Professors in the University or Principals of Colleges and Heads of Institutions by seniority;(ii)Readers in the subjects assigned to the Faculty in which there are no Professors.Note. - 1. The person to be appointed Dean must profess a subject included in the Faculty concerned.



**2. In case, in any Faculty, no person satisfies the above qualifications for being nominated as Dean, the Vice-Chancellor shall nominate a Senior Teacher as Dean in the Faculty.**

(2)The Dean shall hold office for a term of three years and no person shall be eligible for reappointment as Dean until a period of at least three years has elapsed after the expiry of his last term:Provided that the Vice-Chancellor may waive this condition for those professional Faculties which have only one Professor.(3)The Dean of each Faculty shall be the Chief Academic and Executive Officer of the Faculty and shall preside at its meetings.(4)The Dean shall issue the lecture lists of the University in the Departments comprised in the Faculty, and shall be responsible for the conduct of teaching therein.(5)The Dean shall have the right to be present and to speak at any meeting of any committee of the Faculty but not to vote thereat unless he is a member of the Committee.

**15. Withdrawal of Degrees and Diplomas.**

- The Senate may, on the recommendation of the Syndicate, by a resolution passed with the concurrence of not less than two-thirds of the members present and voting and subject to the confirmation of the Chancellor withdraw any degree or diploma, certificate and other academic distinction, conferred by the University.

**16. Honorary Degree.**

(1)All proposals for the conferment of honorary degrees shall be made by the Academic Council to the Syndicate and shall require the assent of the Senate before submission to the Chancellor for confirmation:Provided that, in the cases of urgency, the Chancellor may act on the recommendation of the Syndicate only.(2)Any honorary degree conferred by the University may, with the previous approval of the two-thirds of the members of the Senate and the sanction of the Chancellor be withdrawn by the Syndicate.

**17. University Teacher.**

(1)Members of the teaching staff in the University shall consist of the following categories:(a)servants of the University paid by the University and appointed by the Syndicate as Professors, Readers or Lecturers or otherwise as teachers of the University, or(b)persons appointed by the Syndicate as honorary Professors, Readers or Lecturers or otherwise as teachers of the University.(2)Recognised teachers shall be members of the teaching staff of colleges or institutions.

**18. Recognition of Teachers.**

(1)The qualifications of recognised teachers of the University shall be such as may be determined by the Ordinances.(2)All applications for the recognition of teachers of the University shall be made in such a manner as may be laid down by the Regulations made by the Syndicate in that behalf.(3)The

period of recognition of a teacher of the University as Professor or Reader shall be determined by Ordinances made in that behalf. A person in the service of a College, recognised as teacher of the University otherwise than as a Professor or Reader shall continue to be recognised as if he is in the service of the College/Institution.(4)The Syndicate may, on a reference from the Vice-Chancellor, withdraw recognition from a teacher:Provided that the teacher of the College/Institution concerned, may within a period of thirty days from the date of the order of withdrawal appeal against the order to the Chancellor whose decision shall be final.(5)No person shall be appointed or recognised as a teacher of the University except on the recommendation of a Selection Committee constituted for the purposes.

## **19. [ [Omitted by Rajasthan 18 of 1974.]**

(1)x x x](2)The Selection Committee for the recognition of teachers of colleges shall consist of the following members:(a)For the purpose of recognising a college teacher as a Professor, Reader or Lecturer:(i)the Vice-Chancellor;(ii)an educationist, nominated by the Chancellor;(iii)a nominee of the Syndicate;(iv)the Dean of the Faculty;(v)the Head of the Department concerned, if he is a Professor;(vi)two experts not connected with the University, nominated by the Vice-Chancellor.(3)The meeting of the Selection Committee shall be convened by the Vice Chancellor.(4)The Selection Committee shall consider and present to the Syndicate recommendations as to the appointment referred to it. If the Syndicate is unable to accept the recommendation made by the committee, it shall record its reasons and submit the case to the Chancellor for final orders.

## **20.**

The Syndicate may establish Research Fellowship and Scholarships of such value as it may, from time to time, determine tenable for a term upto three years, for the encouragement of research or original work in such subject and under such conditions as the Academic Council may by Regulations, prescribe.

## **21. Co-ordination Committee.**

(1)There shall be a Co-ordination Committee to consider matters of common interest between the Universities in the State. This committee shall consist of the following:(i)the Vice-Chancellors of all the Universities in the State of Rajasthan;(ii)the Secretary to the Government in the Finance Department;(iii)the Secretary to the Government in the Education Department.(2)The Secretary to the Government in the Education Department shall be the Member-Secretary of this Committee. This Committee shall meet periodically under the Chairmanship of the Ministry of Education, Rajasthan. It shall review all or any aspect of University education that may be sponsored by the Members, or the Government, or the Chancellor and shall consider subjects of common interest such as (i) courses of study and syllabi, (ii) standards of examination, (iii) of recruitment of teaching staff, (iv) mode and system of evaluating the work of teachers, (v) the working of various University bodies, (vi) questions relating to the health discipline, physical development social and intellectual life and general well being of students, (vii) welfare of teachers and their continued intellectual

improvement and (viii) consideration of specialised studies and research done by various Universities with an aim to avoid unnecessary duplication.(3)This Committee shall be purely advisory.(4)It should meet at least once every three months.

## **22. Conditions governing admission of Colleges/Institution to the privileges of the University.**

(1)Colleges or Institutions, within the territorial limits of the Jai Narayan Vyas University, Jodhpur may be admitted to such privileges of the University as the Syndicate may decide on the following conditions, namely:-(i)Every affiliated college shall be a public educational institution;(ii)the whole of the funds of an affiliated college shall be applied to its own educational purposes;(iii)Every such College or Institution shall have regularly constituted Governing Body/Council, approved by the Syndicate. At least three representatives of the teaching staff, of whom the Principal of the College or the Head of the Institution shall be one and the remaining two shall be selected from amongst its teachers, and two representatives of the University nominated by the Syndicate shall be included in the Government Body or Council.(iv)Any change in the constitution of the governing body shall be reported forth with to the Syndicate.(v)The Principal of a College shall be responsible for the internal administration of the College.(vi)Every college or institution shall satisfy the syndicate on the following points, namely:(a)the suitability and adequacy of its accommodation and equipment for teaching;(b)the qualifications and adequacy of its teaching staff and conditions of their service;(c)the arrangements for the residence, welfare, discipline and supervision of its students;(d)that adequate financial provision has been made for the continued maintenance of the college; and(e)such other matters as are essential for the maintenance of the standards of University education.(vii)Every college shall provide instruction in such subject and in preparation for such examinations as may be authorised in respect of that college, from time to time by the Syndicate.(viii)Every college shall satisfy the University that it is in all respects suitably organised and conducted.(ix)Every college shall maintain a proportion of teachers to students which is not smaller than the minimum to be prescribed by Ordinance and which is sufficient for thorough tutorial supervision.(x)Every college not maintained by a Government shall maintain a provident fund for the benefit of members of its teaching staff, with rules approved by the University.(xi)A teacher dismissed for misconduct by an affiliated College shall not be employed by any other affiliated college without the previous consent in writing of the Vice-Chancellor.(xii)No college or institution shall be admitted to any privileges of the University except on the recommendation of the Syndicate made after considering the report of a Committee of Inspection appointed for the purpose by the Syndicate.(xiii)Colleges and Institutions desirous of admission to any privileges of the University shall be required to intimate their intention to do so in writing so as to reach the Registrar not later the 30th April of the year preceding the academic year from which recognition sought is to take effect.(xiv)A college or institution may not without the previous permission of the Syndicate and Academic Council suspend instruction in any subject or course of study which it is authorised to teach and teaches.(2)Appointment to the teaching staff of such colleges or institutions shall be made on the recommendations of a Selection Committee, which shall include the Principal (unless the post to be filled is that of the Principal), at least one of the representatives of the University on the Governing body and one expert nominated by the Academic Council:Provided that the provisions of this clause shall not apply in the case of colleges and institutions maintained by

Government.(3)Every such college or institution shall be inspected at least once every year by a Committee appointed by the Syndicate. The Syndicate after considering the report shall forward a copy of the report to the Governing Body of the College or Institution with such remarks, if any, as it may deem fit, for suitable action.(4)The Syndicate may, after consulting the Academic Council, withdraw any privileges granted to a College or Institution if at any time it considers that the college or institution is not fulfilling the requisite conditions:Provided that before any privileges are so withdrawn the Governing Body/Government shall be given an opportunity to represent to the Syndicate why such action should not be taken.(5)Subject to the conditions set forth above, the Ordinances may prescribe any other conditions which may be considered necessary and also the procedure for the admission of colleges and institutions to the privileges of the University and for the withdrawal of those privileges.

## **23.**

Notwithstanding anything contained in these Statutes, a person who holds any post in the University or is a member of any Authority or Body of the University in his capacity as a member of a particular Authority or Body or as the holder of a particular appointment shall hold office so long only as he continues to be a member of that particular Authority or Body or the holder of that particular appointment as the case may be.

## **24.**

Notwithstanding anything contained in these Statutes, no person who is ordinarily not resident in India shall be eligible to be an officer of the University or a member of any Authority of the University.

## **25.**

(1)Any member, other than an ex-officio member, of the Senate, the Syndicate, the Academic Council or any other University Authority or Committee may resign by means of a letter addressed to the Registrar and the resignation shall take effect as soon as such letter is received by the Registrar.(2)Any officer of the University, (whether salaried or otherwise) may resign his office by letter addressed to the Registrar:Provided that such resignation shall take effect only on the date from which the same is accepted by the Authority competent to fill the vacancy.

## **26.**

(1)Any member of the Senate, the Syndicate or the Academic Council may be removed by a resolution of the Senate, the Syndicate or the Academic Council as the case may be, passed by a majority of not less than two-thirds of its members on either of the following grounds, namely:-(i)the officer has become incapable of performing his duties, and(ii)the officer has been convicted by a court of law of an offence which, in the opinion of the Senate, the Syndicate or the Academic Council, as the case may be, involves moral turpitude.(2)Notwithstanding anything

contained in the terms of his appointment any officer of the University, salaried or otherwise, may be removed from that office by the Authority which is competent to fill the vacancy on either of the following grounds, namely:-(i)the officer has been incapable of performing his duties; and(ii)the officer has been convicted by a court of law of an offence which in the opinion of the Senate, the Syndicate or the Academic Council, as the case may be, involves moral turpitude:Provided that nothing in this clause shall be deemed to effect any rights accruing to an officer appointed on contract in accordance with the terms of the contract.

## **27.**

Whereby the Statutes or the Ordinances, no provision is made for a President or Chairman to preside over a meeting of any University Authority, Board or Committee or when the President or Chairman so provided is absent, the members present will elect one of their members to preside at the meeting.

## **28.**

The University shall establish a Research Board; a publication Board, Students' Welfare Board, a Library Board and a Board of Sports.

## **29. University Fund.**

(1)The University Funds shall be kept in seven separate accounts as below and investments made in such securities/receipts and to such extent as may be approved by the Syndicate:(i)Jai Narayan Vyas University, Jodhpur Contributory Provident Fund Account:(ii)Jai Narayan Vyas University, Jodhpur Local Fund Account;(iii)Jai Narayan Vyas University, Jodhpur Fund Account:(iv)Jai Narayan Vyas University, Jodhpur Students Aid Fund Account;(v)Jai Narayan Vyas University, Jodhpur Capital Works Account:(vi)Jai Narayan Vyas University, Jodhpur Debit and Deposit Account:(vii)Jai Narayan Vyas University, Jodhpur Teachers Welfare Fund Account:(viii)Jai Narayan Vyas University, Jodhpur Gratuity Fund Account.(2)The Vice-Chancellor shall nominate an officer who shall have the authority to operate the account of the University Fund and to incur all necessary expenditure from it subject to the provisions of the Act and the Statutes.

## **30.**

There shall be a detailed running audit of the accounts of the University by the auditors appointed by the Government in accordance with the provisions of the Act.

## **31. Annual Report.**

(1)The Syndicate shall take all steps to have the annual report of the University prepared under its directions as provided for in the Act and the Statutes for submission to the Senate at least four weeks before the date fixed for the annual meeting of the Senate.(2)The Syndicate shall take all steps

to submit the annual accounts and Balance Sheet of the University, audited in the manner prescribed by the Act and the Statutes, to the Senate and the State Government at least four weeks before the date fixed for the annual meeting of the Senate.

## **32. Financial Estimates.**

- The Syndicate shall prepare the financial estimates for the ensuing year at least eight weeks before the date fixed for the annual meeting of the Senate and shall as soon as possible send a copy of the financial estimates thus prepared to the address of each member of the Senate, the Chancellor and the State Government.

## **33.**

(1) There shall be a Provident Fund for the benefit of the permanent employees of the University. (2) The management of the Provident Fund shall vest in the Syndicate which may, from time to time, make regulations or issue such general or special directions as may be consistent with the Statutes as to (a) the conduct of business of the Fund and (b) any matter relating to the Fund or its management or the Privileges of the depositors not herein expressly provided for, or vary or cancel any regulations made or directions given. (3) (i) Every wholetime employee of the University holding a permanent substantive appointment, or appointed for a fixed period of not less than three years; shall be entitled and required to subscribe to the Provident Fund. (ii) Persons appointed on probation to substantive appointments will be entitled to subscribe to the Provident Fund, but if their services terminate before their confirmation they shall not be entitled to receive any portion of the University contribution or the interest accruing thereon. (iii) No employee of the University shall be entitled to the benefits of the Provident Fund whose services in the University entitled him to a pension or on whose account the University contributes to his pension or who has been appointed by the University on special terms. (4) (i) Every employee of the University entitled to the benefits of the Provident Fund shall be required to sign a written declaration in the prescribed form that he has read this Statute and agrees to abide by it, and shall hand in for registration in the University office the names of the persons or person to whom he/she wished the balances at his/her credit to be paid in the event of his/her death. (ii) The subscriber may from time to time, add or change his/her nominee by written application to the Registrar. (iii) A register of such nominees shall be kept in the University office: Provided that, if at the time of making nomination the subscriber has a family, the nomination shall not be in favour of any person other than the members or persons of his/her family. (iv) If a subscriber nominates more than one person under Statute 33(4) he/she shall specify in the nomination the amount of share payable to each of the nominees in such manner as to cover the whole of the amount in the event any time. (v) Every nomination made and every notice of cancellation given, by a subscriber shall to the extent that it is valid, take effect on the date on which it is received by the Registrar. (vi) That the nomination shall become invalid in the event of the happening of a contingency specified therein: (i) Provided that if at the time of making the nomination the subscriber has no family he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family; (ii) Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become

invalid in the event of his subsequently acquiring other member or members of his family.(4)(a)Family for the purpose of Jai Narayan Vyas University, Jodhpur Contributory Provident means:-(i)in the case of male subscriber, the wife or wives and children of a subscriber and the widows and children of a deceased son of the subscriber:Provided that if a subscriber proves his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently intimates in writing to the Registrar that she shall continue to be so regarded.(ii)The University will not be bound by nor will recognise any assignment or encumbrance executed or attempted to be created which effects the disposal of the amount standing to the credit of the subscriber who dies before the amount becomes payable.(5)The minimum rate of subscription shall be 8 per cent of the subscriber's monthly pay including dearness pay. A subscriber may however at his option subscribe at a rate higher than the minimum rate. The fraction in the amount calculated on this basis shall be rounded off to the nearest rupee and be deducted from the monthly pay of each subscriber. The subscriber may have the choice to revise the amount of extra subscription twice a year.Note.- (i) If during the period of study leave one subscribes the full amount to his Provident Fund account, the University will also contribute its full share irrespective of the fact what he actually draws as his salary.(6)The University shall in the case of each subscriber make a monthly contribution at the rate of 10 percent of his salary provided that in the case of employees who draw a salary of more than Rs. 500/ per month the University contribution shall be at the rate of 8-1/3%.Note: The fraction in the amount calculated on this basis shall be rounded off to the nearest 5 Paise.(7)(i)The amount of subscription deducted from the monthly pay of each employees together with the contribution by the University shall be deposited in an account named 'Jai Narayan Vyas University, Jodhpur Provident Fund Account' within two days of the receipt of the money as far as possible. The amount shall be deposited in a Savings Bank account opened in 'A' Class Scheduled Bank at Jodhpur as may be decided by the Syndicate from time to time. The account shall be operated in such manner as the Syndicate may direct. The balance of the fund, after keeping in reserve a suitable amount for current needs shall be invested in Small Savings Securities, Fixed Deposits in Scheduled Banks and or other Government Securities or investments covered by Section 20 of the Indian Trust Act of 1882 on the basis of the recommendation of a P.F. Investment Committee as soon as possible, after the accounts are credited, but not later than 7 days from the date of its deposit in the Jai Narayan Vyas University, Jodhpur Contributory Provident Fund Account.(ii)The Provident Fund Investment Committee referred to in Statute 33(7)(i) above shall consist of the following:-(a)(1) the Vice-Chancellor;(2)three representatives of the Subscribers to be nominated by the Vice-Chancellor, one of them shall be from the non-teaching staff;(3)one member of the Syndicate to be nominated by the Registrar;(4)the Registrar;(5)the Finance Officer of the University who shall be non-member Secretary of the Committee;(6)one representative of the non-teaching staff nominated by the Vice-Chancellor.(b)The term of the nominated members of the Committee shall be 3 years.(iii)The subscription paid by the subscriber and the contribution paid by the University shall be entered monthly in a separate account for each subscriber.(iv)As soon as possible, after the 31st March of each year the Registrar shall send to each subscriber a statement of his/her account. showing the opening balance on the 1st of April of the year, the total amount credited and debited during the year, the total amount of interest accrued as on the 31st March of the year and closing balance on that date. The Registrar shall attach to the statement account, an

enquiry whether the subscriber:(a)desires to make any alteration in any nomination made by the subscriber;(b)has acquired a family (in case where the subscriber had made no nomination in favour of the family under the rules);(c)the subscribers should satisfy themselves as to the correctness of the annual statement of account. Errors, if any, should be brought to the notice of the Registrar within 6 months from the date of receipt of the statement;(d)the Registrar shall if required by subscriber once, but not more than once in an year, inform the subscriber of the total amount standing to his/her credit in the Fund at the end of the last month for which his/her account has been written up.(v)At the end of a financial year the account of each subscriber shall be credited with an amount of interest accrued to him/her at the rate, proposed by the Provident Fund Investment Committee, after taking into consideration, the total interest earned, on the deposit and investments made out of the fund. The interest will be distributed pro-rata to subscribers' accounts.(vi)The Syndicate may, under such condition, as may be laid down in the Ordinances, permit the payment of premium on life insurance policy or policies on the life of a subscriber who is in receipt of a salary not exceeding Rs. 500/- p.m. out of his personal subscription to the Provident Fund account under Statute 33(5) above.(8)A subscriber at the termination of his/her service shall be entitled to receive the amount which accumulates to his credit.(9)On a subscriber's death, the amount at his/her credit shall be paid to the person or persons duly nominated by him/her or, when no such nomination is made to his/her legal heir or heirs.(10)The amount at the credit of a subscriber shall not be subject to any deduction even to cover loss or damage sustained by the University through the subscriber's misconduct or negligence.(11)(i)The payment of an advance from the Provident Fund may be sanctioned by the Vice-Chancellor on a prescribed form to a subscriber from the amount of his/her subscription standing to his/her credit for the following purposes:-(a)meeting the cost of higher education education including where necessary the traveling expenses of his/her own self or of children actually dependent on him/her.(b)meeting the expenditure in connection with the marriage of a son or a daughter or a real brother or a sister dependent on him/her,(c)meeting the expenses in connection with the illness, including where necessary, the traveling expenses of the subscriber or any person actually dependent on him/her,(d)building or acquiring a suitable house for his/her residence including the cost of the site or repaying any outstanding amount on account of the loan expressly taken for this purpose or reconstructing, or making additions or alterations to a house already owned or acquired by a subscriber,(e)to purchase a conveyance for the subscriber's personal use,(f)for one's own marriage or for such other purposes as may be determined by the Vice-Chancellor to be of urgent necessity.(2)An advance shall in no case exceed the amount of the member's own subscription standing to his/her credit in the Provident Fund:Provided that for purposes of purchase of land under schemes approved by the P.F. Investment Committee, the subscriber may be granted a loan upto Rs. 6000 or the total balance available in his account, inclusive of employee's own subscription and the University contribution whichever is less, repayable is not more than 60 installments. The unadjusted balance if any, in such cases, may be adjusted when final payment of P.F. money is made to him. Such a loan may run concurrently with any other loan previously granted to the subscriber for any other purposes, provided the total amount does not exceed the limits specified above.(ii)Recoveries towards the amount advanced shall be made in monthly installments not exceeding sixty as may be decided by the Syndicate commencing at the first payment of a full month's salary after the advance is granted, but no recovery shall be made from a subscriber when he is on leave otherwise than on full pay.(iii)An advance shall not be granted to any subscriber till a



period of six months has elapsed after repayment of the last installment of a previous advance if any, provided that in case of urgent necessity the sanctioning authority may, after satisfying itself, grant an advance before the expiry of six months from the date of the repayment of the last installment of the previous advance. (a) The interest on advance shall be charged at a rate one per cent higher than the interest rate last paid by the University to the account of a subscriber. The interest on the advance sanctioned under Statute 33(1 l)(i) would be payable in not more than 12 monthly installments (the monthly payment being rounded to the nearest whole rupee 50 paise and above counting as the next higher rupee). Recoveries of interest made under this clause shall be credited to the "Jai Narayan Vyas University, Jodhpur Contributory Provident Fund". (b) Notwithstanding anything contained under these Statutes, if the Vice-Chancellor is satisfied that money withdrawn as an advance from the fund has been utilised for a purpose other than that for which sanction was given, the amount of advance shall, with a penal interest calculated at a rate two per cent over and above the rate provided under Statute 33(11)(iii)(a) be repaid by the subscriber to the Fund: Note. - In these Statutes 'subscription' means the amount paid by the subscriber and 'contribution' means the amount contributed by the University. (3) A permanent employee of the University, who is a subscriber to the provident fund, shall be allowed an advance for construction of a house on a land standing in his name or on which he has acquired a legal title. The advance so granted shall not exceed Rs. 25,000/- or the total balance standing to his credit in the Provident Fund whichever is less. The recoveries of the advance shall be made in monthly installments not exceeding 100. The first recovery shall commence from the pay to be drawn in the next month of the withdrawal of the advance. The interest on such advance shall be charged at a rate one percent higher than the interest rate payable by the Bank if invested in the F.D.R. for an equivalent period. The house so constructed shall have to be insured and mortgaged in favour of the University as security against the advance. (12) Final withdrawals from P.F. amount (non-refundable) may be sanctioned by the Vice-Chancellor to a subscriber at any time after completion of ten years of service by the subscriber or when the employee is due to retire on account of superannuation within 10 years. The amount shall be paid out of the amount standing at the credit of the subscriber to the extent of 12 months pay or balance of his own contribution, whichever is less. Such withdrawals are, however, admissible under the following two considerations: (i) Building or acquiring a suitable house for his residence (including the cost of site), or (ii) Meeting the expenditure in connection with the marriage of the subscriber's daughter. Note. - (1) The outstanding balance of the amount of advance taken for the purpose specified at (i) and (ii) above may be converted into non-refundable withdrawal at the request of the subscriber. (2) In case of subscribers, who were contributing to the P.F. while in State Services, and the amount so contributed has been received by the University from the Government of Rajasthan and credited to their account, the period spent in State Service shall cover for the purpose of this clause.

### 34.

(1) For purposes of making payments of premiums towards an insurance policy of a subscriber withdrawals at his/her option, from Provident Fund Account shall be allowed to the extent of 75 per cent only out of the subscription of the subscriber: Provided that no amount shall be allowed to be withdrawn before the details of the proposed policy have been submitted and they are accepted as suitable: Provided further that no amount may be withdrawn to meet any payments in respect of a

policy which is due for payment in whole or part before the subscribers age of normal superannuation.(2)A subscriber shall be liable to refund any amount withdrawn towards the payment of insurance premium, if the Vice-Chancellor has any reasons therefor, with interest thereon at the rate as provided under Statute 33(1)(b) and the amount so recovered from the emoluments of the subscriber, except interest, shall be placed to the credit of the subscriber in the fund. The amount of the interest recovered shall be credited to the "Jai Narayan Vyas University, Jodhpur Contributory Provident Fund Account".(3)The University will not make any payments on behalf of the subscribers to insurance companies, or take steps to keep a policy alive.(b)It is immaterial what from the policy takes: provided that it shall be one effected by the subscriber himself/herself on his/her own life and shall unless it is a policy expressed on the face of it to be for the benefit of his wife/her husband or of his wife/her husband and children or any of them be such as may be legally assigned by the subscriber himself/herself to the University.A policy on the joint lives of the subscriber and his wife/her husband shall be a policy in the life of the subscriber himself/herself for the purpose of this sub-rule.A policy which has been assigned to the subscriber's wife/husband shall not be accepted unless either the policies first reassigned to the subscriber or both the subscriber and his wife/her husband join in an appropriate assignment.(c)The policy may not be effected for the benefit of any beneficiary other than the wife/husband of the subscriber or the wife/husband and children, or any of them.(4)(1) The policy within three months after the first withdrawal from the fund in respect of the policy or in the case of an insurance company whose headquarter is outside India, within such further period as the Registrar, if he is satisfied by the production of the completion Certificate (Interim Receipt) may fix, shall-(a)Unless it is policy express on the face of it to be for the benefit of the wife/husband of the subscriber or of his wife/her husband and children, or any of them, be assigned by an endorsement on the policy in form 1 set forth in the Schedule to the University as security for the payment on any sum which may become payable to the fund by the subscriber under Statutes 34(6), 34(8) and delivered to the Registrar.(b)If it is a policy expressed on face of it to be for the benefit of the wife/husband of the subscriber or of his wife/her husband and children or any of them, be delivered to the Registrar.(c)If the policy is not assigned and delivered, within the said period of three months or such further period as the Registrar may under clause (i) have fixed any amount withdrawn from the fund in respect of the policy shall with interest thereon at the rate as provided under Statute 33(11)(iii) (b), forthwith be paid by the subscriber to the fund or in default be ordered by the Registrar to be recovered by deduction from the emoluments of the subscriber by installments or otherwise as the Vice-Chancellor may direct.(2)The Registrar shall satisfy himself by reference to the Insurance Company where possible that no prior assignment of the Policy exist.(3)Once a policy has been accepted for the purpose of being financed from the fund the term of the policy shall not be altered.(4)Notice of Assignment of the policy shall be given by the subscriber to the Insurance Company, and the acknowledgment of the notice by the Insurance shall be sent to the Registrar within three months of the date of assignment.(5)The subscriber shall not during the currency of the policy, draw any bonus, the drawal of which during such currency is optional under the terms of the policy and the amount of any bonus, which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the fund by the subscriber or in default recovered by deduction from his emoluments by installments or otherwise as the Syndicate may direct.(6)(1) Save as provided by clause (2) of the Statute 34(8) when the subscriber:(a)Quits the Service,or(b)proceeds on leave preparatory to retirement and applies to the

Registrar for re-assignment on return of the policy, or (c) while on leave, has been permitted to retire or declared by a medical authority to be unfit for further service and applies to the Registrar for assignment on return of the policy, or (d) pays to the fund the whole or any amount from the fund for the purpose of payment of premium, the Registrar shall—(i) if the policy has been assigned to the University under Statute 34(6) re-assign the policy in form II set forth in the schedule to the subscriber and make it over to the subscriber, (ii) if the policy has been delivered to him/her under clause (1)(b) of the Statute 34(4) make over the policy to the subscriber: Provided that if the subscriber after proceeding on leave preparatory to retirement or after being while on leave; permitted to retire or declared by a medical authority to be unfit for further service returns to duty, any policy so re-assigned or made over shall if it has not matured or been assigned or charged or encumbered in any way; be again assigned to the University and delivered to the Registrar or again delivered to the Registrar, as the case may be in the manner provided in Statute 34(4) and thereupon the provisions of these Statutes shall so far as may be, again apply. in respect of the policy: Provided further that if the policy has matured or been assigned or charged or encumbered in any way, the provisions of clause 3 of Statute 34(4) applicable to a failure to assign and deliver a policy shall apply. (2) Save as provided by clause (2) of Statute 34(8) when the subscriber dies before quitting the service, the Registrar shall: (i) if the policy has been assigned to the University under Statute 34(4) assign the policy in form III set forth in the Schedule to such persons as may be legally entitled to receive it, and shall make over the policy to such person, together with a signed notice of re assignment addressed to the Insurance company, (ii) if the policy has been delivered to him under sub-clause (b) of clause 1 of Statute 34(4) make over the policy to the beneficiary, if any, or, there is no beneficiary, to such person as may be legally entitled to receive it. (7) (1) Save as provided by clause (2) of Statute 34(8) if a policy assigned to the University under Statute 34(4) mature before the subscriber quits the services and before his/her death, the Registrar shall deduct therefrom the whole or any amount withdrawn from the fund in respect of the policy with interest thereon at the rate as provided under Statute 33(11)(iii)(a) and shall place the amount so deducted to the credit of the subscriber in the fund except the interest. The balance if any, shall at the option of the subscriber be paid to the subscriber or placed to the credit of the subscriber in the fund. (2) Save as provided by clause (2) of Statute 34(8), a policy delivered to the Registrar under Clause (i) (B) of Statute 34(4) matures before the subscriber quits the service and before his/her death the Registrar shall make over the policy to the subscriber, who shall pay to the fund in respect of the policy with interest thereon at the rate allowed as provided under Statute 33(11)(iii) and in default, the provisions of clause (4) of Statute 34(4) applicable to a failure to assign and deliver a policy shall apply. (8) (i) If the policy lapses or becomes assigned, otherwise than to the University under Statute 34(4) charged or encumbered, the provisions of clause (3) of Statute 34(4) applicable to a failure to assign and deliver a policy shall apply. (ii) If the Registrar receives notice of: (a) an assignment (other than as assignment to the University under Statute 34(4), or (b) a charge or encumbrance on, (c) an order of a court restraining dealings with the policy or any amount realised thereon, the Registrar shall not—(i) assign or re assign or make over the policy as provided in Statute 34(6), or (ii) realise the amount assured by the policy or dispose of any part of any amount so realised or make over the policy as provided in Statute 34(7) but shall forthwith refer the matter to the Syndicate. No I Form of Assignment to The University

**1. A..... hereby assign unto the University of Jodhpur the within policy of assurance as security for payment of all sums which under Statute Nos. 34 (6) to 34(8) laid down by the Syndicate of the University of Jodhpur under Statutes relating to the Provident Fund, may hereafter become liable to the University Provident Fund. I hereby certify that no prior assignment of the within policy exists.**

Signature of the subscriberOne witness to signatureNo. II Form of Re-Assignment by The UniversityAll sums which have become payable by the above named A.B. under Statute Nos. 34(6) to 34(8) laid down by the Syndicate of the University of Jodhpur, under Statutes relating to Provident Fund having been paid and all liabilities for payment by him of any such sums in the future having ceased, the University of Jodhpur doth hereby re assign the within policy of assurance to the said A.B.Signature of the RegistrarDateNo. III Form of Assignment by The UniversityThe above named A.B. having died on the..... day of..... The University of Jodhpur doth hereby assign the within policy of assurance to C.D.Signature of the RegistrarDateFill in particulars of persons legally entitled to receive the policy.

### **35. Payment of Gratuity to University Employees.**

- 1. These Rules shall be called the Jai Narayan Vyas University of Jodhpur Payment of Gratuity to Employees Rules, 1970.

**2. These Rules shall come into force with effect from 1-4-69.**

**3. Applicability. - These rules are intended to provide extra retirement benefit which is in the form of ex-gratia payment to the employees of the University. They shall apply to:-**

(i)All employees joining service in the University on or after the date of coming into force of these rules.(ii)All employees who are in the service of the University on 1-4-1969 and opt for the gratuity scheme under these rules in the manner detailed in clause 4 below.These rules shall not apply to the following persons:-(a)Employees holding an appointment under contract, unless the terms of contract provide otherwise,(b)an appointment for a fixed term,(c)an appointment on fixed pay,(d)an appointment on re-employment,(e)employees on work-charge basis.

**4. Option. - (i) Employees in service of the University on 1-4-1969 shall have the right to opt for this scheme or (b) to continue existing CPF scheme of the University. Option shall be exercised and communicated to the Registrar in writing within 3 months from the date of notification of this statute. Option once exercised shall be final and irrecoverable, and in case no option is received by the date specified for the purpose it shall be deemed that**

## **employee has opted for the gratuity scheme under these rules.**

Exceptions: In case of an employee who is absent from duty on the date of the notification of these rules, on account of being on deputation or study leave either in India or abroad, the Registrar shall send a copy of this statute to such an employee and shall ask him to exercise his option in the manner and within the period specified above. (ii) In the case of an employee who was in the service of the University on the date of coming into force of these rules and died whilst still in service on the same date or on a subsequent date before having opportunity of exercising the option under clause (i) above, the person or persons validly nominated under Statute 33, for receiving the amount standing to the credit of the employee's Provident Fund, can make specific request to the Vice-Chancellor to permit the nominee or nominees jointly, to opt for the gratuity scheme, and the Vice-Chancellor shall have the discretion to exceed to the request of the said nominee or nominees of the deceased provided that any payment already made or agreed to be made on monthly basis to the nominees of the deceased shall reckon towards the amount of death gratuity admissible to him/her under Clause 10.

## **5. Gratuity Fund:**

(i) In the case of all employees of the University to whom these rules are applicable the University's share of contribution to the Provident Fund will be reduced by  $\frac{1}{3}\%$  from the date of commencement of University contribution to the P.F. in each case which shall be transferred to the Gratuity Fund. Note. - The fraction in the amount calculated on the basis shall be rounded off to the nearest five paise. (ii) Every temporary employee of the University who under Statute 33 is not eligible to receive the University share of contribution to the Provident Fund, shall subscribe @  $\frac{1}{3}\%$  of his/her substantive pay every month to the Gratuity Fund. In the event of such an employee leaving the service of the University due to any reason whatsoever, except when the employee is dismissed from the service in the University before he/she becomes eligible for payment of gratuity in terms of clause 6 and 9, the total amount so subscribed by the temporary employee to the Gratuity Fund shall be refunded to him. (iii) On the date of coming into force of this gratuity scheme the University shall constitute a Gratuity Fund by:-(a) Diverting from the Provident Fund accounts of all existing employees who opt for the Gratuity scheme, the amount at the rate of  $\frac{1}{3}\%$  from University's share of contribution already credited to the Provident Fund from date on which such contributions by the University started in each case. (b) Paying into the Fund every month an amount equal to the  $\frac{1}{3}\%$  (not to be credited to the Employee's Provident Fund) as University's share of contribution in terms of clause 5(i) plus the amount of subscription for Gratuity Fund @  $\frac{1}{3}\%$  realised from the temporary employees in terms of clause 5(ii) above.

## **6. Condition of Payment:**

Gratuity shall be payable at the discretion of the Vice-Chancellor to an employee on his rendering satisfactory service to the University or on his attaining the age of superannuation or on retirement after extension in service or on retirement before attaining the age of superannuation or on resignation or on his death while in service or on termination of service otherwise than on dismissal: Provided that no gratuity shall be payable to an employee if he resigns from the University

service before completing two years of continuous service in the University.

## 7. Nominations:

(i) Every employee eligible for the benefits of the gratuity scheme of the University, shall be required to sign a Nomination Form (in triplicate) as may be prescribed by the University and send the same through the concerned Head of Department/Office of registration in the office of the Registrar of the University. (ii) The employee may, from time to time, add, change or cancel one or more nominees by written application addressed to the Registrar through the concerned Head of Department/Office. (iii) In case of an employee who died while in service and failed to nominate any person to receive the amount of gratuity payable under these rules, or in case the nominee also dies, before payment of the gratuity amount to him/her, the payment of gratuity may be authorised at the discretion of the Vice- Chancellor, to a person or persons who produces/court and executes/execute an indemnity bond to refund the amount of gratuity so paid to him/her/them by the University in the event of his/her/their title to succession being found defective.

## 8. Gratuity to a permanent employee:

(i) The amount of gratuity payable in the case of permanent employees of the University who leave University service on superannuation or on retirement after extension in service or on retirement before attaining the age of superannuation or on resignation after completing two years continuous service in the University or on termination of service otherwise than on dismissal shall be calculated at the rates given in Appendix I to these rules. However, the amount of gratuity payable shall be subject to a maximum of 15 months' pay or Rs. 24,000/- whichever is less: Provided that in case of an employee in receipt of pay in excess of Rs. 1,800/ p.m. the amount of gratuity payable to him shall be reckoned at Rs. 1,800/- p.m. only: Provided further that in the case of an employee retiring on or after 1st April, 1969 but upto and including 31st March, 1974, the amount of gratuity payable shall be as follows:-

- (a) An employee retiring upto and on 31st March, 1970. 3 months' pay or normal gratuity, whichever is less.
- (b) An employee retiring upto and on 31st March, 1971. 3 ½ months' pay or normal gratuity, whichever is less.
- (c) An employee retiring upto and on 31st March, 1972. Four months' pay or normal gratuity whichever is less.
- (d) An employee retiring upto and on 31st March, 1973. 4 ½ months' pay or normal gratuity whichever is less.
- (e) An employee retiring upto and on 31st March, 1974. 5 months' pay or normal gratuity whichever is less.

(ii) For calculating the completed six monthly period of continuous service shown in Appendix I the period or periods spent by the employee on leave without pay or period(s) spent on deputation for which no P.F. contribution has been received from the foreign employer or from the employee in lieu of the foreign employer, shall be excluded.

**9. Gratuity to a temporary employee. - A person in temporary employment who ceases to be in the University service on account of superannuation or retirement after extension in service or termination after completing not less than 5 years' continuous service shall be, if otherwise eligible for payment of gratuity under these rules, paid gratuity at the rate of 1/3 of a month's pay for each completed year of continuous service.**

**10. Death Gratuity. - In the event of death of an employee, while in service death gratuity shall be payable to his/her nominee or nominees as under:-**

A. For Permanent Employees:-

- |       |                                                                   |                |
|-------|-------------------------------------------------------------------|----------------|
| (i)   | When death occurs after completion of one year.                   | 3 months' pay. |
| (ii)  | When death occurs after completion of 3 years service.            | 6 months' pay. |
| (iii) | When death occurs after completion of 5 years or more of service. | 12 months' pay |

B. For Temporary Employees:-

- |       |                                                                   |                                                                                  |
|-------|-------------------------------------------------------------------|----------------------------------------------------------------------------------|
| (i)   | When death occurs after completion of 1 year's service.           | 1 month pay.                                                                     |
| (ii)  | When death occurs after completion of 3 years' service.           | 2 months' pay.                                                                   |
| (iii) | When death occurs after completion of 5 years or more of service. | 3 months' pay or normal gratuity payable under these rules whichever is greater. |

**11. Gratuity on resignation from service. [x x x]**

**1. The word "pay" wherever it occurs means the pay which an employee was receiving immediately before the date of his release from University service on superannuation or retirement after extension in service or termination, death or resignation and includes:**

(a) Basic pay in the time scale; (b) Personal pay which is granted in lieu of loss of substantive pay; (c) Special pay attached to a post; and (d) Dearness pay, if any.

**2. If an employee holding a permanent post in a substantive capacity officiates in a higher post (other than tenure post), borne on a cadre which includes permanent posts, continuously for not less than 3 years, and leaves the University service on account of superannuation or retirement after extension in service or termination, while officiating on such a higher post, the pay drawn by the employee as specified in note 1 above on the officiating post shall be taken into account for calculating his/her gratuity provided that no other employee held lien on the higher officiating post and it is certified that but for his/her retirement on superannuation after extension in service or termination of services the employee would have continued to officiate in the higher post.**

**3. If immediately before release from University service superannuation or retirement after extension in service or termination, an employee has been absent from duty on leave with allowances, his/her pay for purpose of gratuity shall be taken what he/she would have drawn had he/she not been absent from duty on leave.**

## **12. Power of Relaxation:**

In case provisions of these rules cause undue hardship to an employee, the Syndicate may on merits of each case relax the provision of these rules by issue of specific orders.

## **13. Power of Interpretation:**

The power of interpreting the rules shall vest in the Syndicate and the decision of the Syndicate shall be final. Appendix I

## **of Gratuity payable to employees of the University under Rule 8**

For Permanent Employees:

Completed six monthly period of continuousservice	Scale of Gratuity
1	1/2 months'pay
2	1 months'pay
3	1 1/2months' pay
4	2 month'spay
5	2 1/2months' pay



6	3 months' pay
7	3 ½ months' pay
8	4 months' pay
9	4 ¼ months' pay
10	4 ¾ months' pay
11	5 ¼ months' pay
12	5 ½ months' pay
13	5 ¾ months' pay
14	6 ¼ months' pay
15	6 ½ months' pay
16	7 months' pay
17	7 ¼ months' pay
18	7 ¾ months' pay
19	8 ¼ months' pay
Add for each six monthly period of continuous service above 19	1/4 month's pay subject to a maximum of 15 times the pay provided that in no case it shall exceed Rs. 24,000/-.

### **36.**

Wherever a provision has been made in the Statutes for an election of members and the manner for the election has not been expressly provided such elections shall be held by simple majority.

### **36A.**

The election of students from the Senate to the Syndicate shall be held in accordance with the system of proportional representation by means of single transferable vote and the voting at such election shall be by secret ballot.

### **37. Framed under Section 11(2) of the Act.**

- The Vice Chancellor shall be a wholetime officer of the University. He shall be paid a salary of Rs. 2,500/- per month and be provided with a rent free residence furnished by the University: Provided that the present incumbent of the office of the Vice-Chancellor shall draw the salary of Rs. 2,500/- p.m. from 1st November, 1972.

### **38.**

The Vice-Chancellor shall be entitled to the contribution at the rate of 8% by the University on his salary towards his Provident Fund.

**39.**

He shall also be entitled to leave on full pay at the rate of 1/11th of the period he remains on duty, and such other leave as may be admissible under University Ordinances.

**40.**

In case of medical facilities and other privileges unless otherwise provided the Vice-Chancellor shall be governed by the relevant Ordinances on the subject governing the terms and conditions of service of the employees of the University.

**41.**

The Vice-Chancellor shall be entitled to other rights and privileges as might be conferred on him from time to time through the Statutes or Ordinances.

**42. Framed under Section 21(b) of the Act.**

- In all cases where elections are held at a meeting of any of the authorities, except in cases of casual vacancies, the notice of the meeting at which the election is to be held shall be sent to the members at least 30 clear days before the date of the meeting. Nominations shall be sent to the Registrar so as to reach him at least 15 clear days before the day of the meeting, and the Registrar shall send a list of such nominations to the members of the authority concerned at least 8 clear days before the days of the meeting. In case an election is held by post, the procedure laid down in the case of the election of members from the registered graduate constituency, shall in so far as possible be followed at the discretion of the Vice-Chancellor.

**42.**

(a). This procedure will not however apply in cases where members are to be co-opted to any University body. For such co-option the proposals may be made at the meeting itself.

**43.**

Each nomination shall be in writing, and shall be dated and signed by two members of the authority concerned. No person shall be nominated as a candidate for election unless he signifies his consent on the nomination paper.

**44.**

A candidate thus nominated for election may withdraw his candidature at any time before the poll is taken at the meeting, either personally or by writing a letter addressed and sent to the Registrar so as to reach him before the hour fixed for the meeting.

**45.**

If the number of candidates nominated exceeds the number of vacancies to be filled, poll shall be taken at the meeting. Ballot papers with the names of persons nominated printed thereon will be furnished at the meetings held for the purpose of making the election. All the members present at the meeting shall be entitled to vote in the election. The Vice-Chancellor in the case of elections by the Senate, the Syndicate and the Academic Council, shall determine the time during which the ballot box shall be kept open for the receipt of ballot papers and this time-limit shall be notified to the voters in the notice of election. The scrutiny shall be conducted by the Registrar and not less than two scrutineers to be selected by the Chairman of the meeting from among those present at the meeting.

**46.**

If the nominations received are less than or equal to the seats to be filled in, the persons so nominated shall be deemed to have been duly elected. For the remaining vacancies fresh nominations shall be invited at the meeting itself and the election held. Application Form for The Grant of Loan Out of Provident Fund Account

1. Name .....
2. Father's name .....
3. Designation .....
4. Department/Faculty/Office .....
5. P.F. Account No. ....
6. Pay and Grade .....
7. Amount of P.F. loan, if taken previously .....
8. Purpose for which the previous loan was taken .....
9. When was the last installment paid? .....
10. Amount of loan now required .....
11. Number of installments in which the loan will be repaid .....
12. Purpose for which the P.F. loan is required .....

Date Signature

Forwarded to the Registrar with the remarks that nothing is outstanding  
(installment/interest) on account of P.F. loan drawn by the applicant.

No. Signature

Dated Designation

For Office Use

1. Balance at credit Rs. ....
2. Balance of previous loan Rs. ....
3. Date of last installment of recovery of the previous loan Rs. ....

- |    |                                        |           |
|----|----------------------------------------|-----------|
| 4. | Amount admissible for sanction         | Rs. ....  |
| 5. | No. of installments of recovery        | Rs. ....  |
| 6. | Amount of each installment of recovery | Rs. ....  |
|    |                                        | Assistant |

Section Officer

Recommendation for Grant of Loan

Assistant Registrar (Accounts)

Sanctioned

Finance Officer

Registrar

Vice-Chancellor

Recovery orders are placed below for signatures.

Paid Rs.

Vide Cheque No. of Vr. No.

Assistant

Section Officer

Medical & Health Department

No.

Date

I. Dr.

after careful, personal examination of the case hereby certify that Mr/Mrs/Miss

s/o w/o d/o dependent on

an employee of the University of Jodhpur is, suffering from (mention disease in block letters)

and is under my treatment. Mr./Mrs./Miss

may need Rs.

Rupees

approximate to complete the treatment.

Date Signature & Designation of Authorised Medical Attendant with seal.