

**MADHYA PRADESH BHOJ (OPEN) UNIVERSITY**  
**ORDINANCE NO. (14)**  
**ORDINANCE FOR REGULATING LEAVE TO**  
**EMPLOYEES (INCLUDING TEACHERS AND**  
**OTHER ACADEMIC STAFF**

(A) PERMANENT EMPLOYEES (that is, employees who have been confirmed in University service)

**Kinds of leave admissible:**

1. The following kinds of leave would be admissible to permanent employees
  - (i) Leave treated as duty —
    - asual Leave
    - pecial Casual Leave
    - uty Leave
  - (ii) Leave earned by duty —
    - arned leave
    - alf pay leave
    - ommuted leave
  - (iii) Leave not earned by duty —
    - xtraordinary Leave
    - eave not due
  - (iv) Leave not debited to leave account —
    - (a) Leave for academic pursuits —
      - Study leave
      - Sabbatical Leave
    - (b) Leave on grounds of health —
      - Maternity Leave
      - Special Disability Leave
      - Quarantine leave

The Board of Management may, in exceptional cases, grant for the reasons to be recorded, any other kind of leave, subject to such terms and conditions as it may deem fit to impose.

**CASUAL LEAVE**

2. (i) Casual leave is not earned by duty. Total casual leave granted to an employee shall not exceed twelve days in a calendar year.

(ii) Casual leave cannot be combined with any other kind of leave except special casual leave. It may be combined with holidays including restricted holidays and Sundays. Holidays or Sundays falling within the period of casual leave shall not be counted as casual leave.

### **SPECIAL CASUAL LEAVE**

3. (I) Special casual leave not exceeding ten days in a calendar year may be granted to an employee —
- (a) to conduct examination of a University, Public Service Commission, Board of Examination or other similar bodies/institutes;
  - (b) to inspect academic institutions attached to a statutory board etc;
  - (c) to participate in a literary, scientific or educational conference, symposium or seminar or cultural or athletic activities conducted by Bodies recognised by the University Authorities;
  - (d) to do such other work as may be approved by the Vice Chancellor as academic work.

#### **Note**

In computing the ten-day leave admissible, the days of actual journey, if any to and from the place where such Conference/Activity takes place will be excluded.

(ii) In addition, Special Casual leave may also be granted for other purposes to the extent such leave is granted by the State Government to their employees. The grant of such leave will be subject to the limits and conditions prescribed by the State Government in this regard.

(iii) Special casual leave cannot be accumulated nor it can be combined with any other kind of leave except casual leave. It may be granted in combination with holidays.

### **DUTY LEAVE**

4. (I) Duty leave may be granted for —
- (a) attending conferences/congresses/symposia/seminars and other activities of similar nature, on behalf of the University or where invitations are accepted with the prior approval of the University;
  - (b) delivering lectures in Institutions and Universities at the invitation of such Institutions or Universities received by this University and accepted by the Vice Chancellor;
  - (c) working in another Indian or foreign University, institution or organisation when so deputed by the University, or for performing any other duty for the University; and
  - (d) working on a delegation or committee appointed by the Government of India, State Governments, UGC, DEC, Universities or any other academic or public body.

(ii) The duration of the leave should be such as may be considered necessary by the sanctioning authority on each occasion, taking into account the normal academic programmes of the University and subject to a maximum period of one year.

(iii) The leave may be granted on full pay, provided that if the employee receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he will be sanctioned duty leave on reduced pay and allowances as per University regulations in this regard.

(iv) Duty leave may be combined with earned leave, half pay leave or extraordinary leave.

## **EARNED LEAVE**

### 5. (i) Earned leave admissible to employees

- (a) The leave account of the employee shall be credited with earned leave in advance in two installments of fifteen days each on the first day of January and July of every calendar year.
- (b) The leave at the credit of an employee at the close of the previous half year shall be carried forward to the next half year subject to the condition that the leave so carried forward plus the credit for the half year do not exceed maximum limit of 240 days.
- (c) A period spent in Foreign Service shall count as duty for the purpose of this clause if contribution towards leave salary is paid on account of each period.

(ii) Subject to the provisions of sub clause (12) & (13) of clause 20, the maximum earned leave that may be sanctioned to an employee at a time shall not exceed 120 days. Earned leave exceeding 120 days may, however be sanctioned to employees other than employees below the rank of Section Officer or equivalent rank when the entire leave or a portion thereof is spent outside India, Bangladesh, Bhutan, Sri Lanka, Nepal, Burma and Pakistan.

Provided that where earned leave for a period exceeding 120 days is granted under this sub-clause the period of such leave spent in India shall not be in the aggregate exceed the aforesaid limits.

### (iii) Calculation of earned leave

- (a) Earned leave shall be credited to the leave account of an employee at the rate of 2½ days for each complete calendar month of service which he is likely to render in a half year of the calendar year in which he is appointed.
- (b) (I) The credit for the half year in which an employee is due to retire or resign from the service shall be afforded only at the rate of 2 ½ days per completed calendar month upto the date of retirement or resignation.
  - (ii) When an employee is removed or dismissed from the service or dies while in service, credit of earned leave shall be allowed at the rate of 2 ½ days per completed

calendar month upto the end of the calendar month in which he is removed or dismissed from service or dies in service.

- (c) If an employee has availed extraordinary leave and/or some period of absence has been treated as dies-non in a half year, the credit to be afforded to his leave account at the commencement of the next half-year shall be reduced by  $1/10^{\text{th}}$  of the period of such leave and/or dies-non subject to the maximum of 15 days.
- (d) While affording credit of earned leave fractions of a day shall be rounded off to the nearest day.

### **HALF PAY LEAVE**

6.

- (i) The half pay leave account of every employee shall be credited with half pay leave in advance in two installments of 10 days each. On the first day of January, and July of every calendar year
- (ii)
  - a. The leave shall be credited at the rate of  $5/3$  days of each completed calendar month of which the employee is likely to render in the half year of the calendar year in which he is appointed.
  - b. The credit for the half year in which the employee is due to retire or resign from the service shall be allowed at the rate of  $5/3$  days per complete calendar year upto the date of retirement or resignation.
  - c. In case of removal, or dismissal from service or death while in service half pay leave shall be allowed at the rate of  $5/3$  days per completed calendar month upto the end of calendar month preceding the calendar month in which the employee is removed or dismissed from services or dies is service.
  - d. Where a period of absence or suspension has been treated as dies-non in a half year, the credit to be afforded to half pay leave on account at the commencement of the next half year shall be reduced by  $1/8^{\text{th}}$  of the period of dies-non subject to a maximum of 10 days.
- (iii) The leave under this rule may be granted on medical certificate or on private affairs.
- (iv) While affording the credit of half pay leave fraction of a day shall be rounded off to the next day.

### **COMMUTED LEAVE**

7. Commuted leave not exceeding half the amount of half pay leave due may be granted on medical certificate to a permanent employee subject to the following conditions:

- (i) When commuted leave is granted, twice the amount of such leave shall be debited against half pay leave due.

- (ii) No commuted leave shall be granted under this ordinance unless the authority competent to sanction leave has reason to believe that the employee will return to duty on its expiry.
- (iii) Where an employee who has been granted commuted leave resigns from service or at his interest is permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as half pay leave and the difference between the leave salary in response of commuted leave and half pay leave shall be recovered.
- (iv) Half pay leave upto a maximum of 180 days may be allowed to be commuted during the entire service (without production of medical certificate) where such leave is utilized for an approved course of study certified to be in the University's interest by the leave sanctioning authority.

**Note:**

Commutated leave may be granted at the request of the employee even when earned leave is due to him. Commuted leave may be granted against half pay leave without medical certificate just like earned leave but it should not be more than 9 days in continuation and more than 90 days during the whole service period.

**EXTRAORDINARY LEAVE**

8. Extraordinary leave

- (i) A permanent employee may be granted extra ordinary leave:—
  - (a) When no other leave is admissible; or
  - (b) When other leave is admissible, the employee applies in writing for the grant of extraordinary leave

Provided, however, that leave under the provision of the sub-clauses (ii) to (iv) below, which are applicable to teachers no extraordinary leave shall be granted to an employee for holding an appointment or a fellowship outside the University.

- (ii) The Vice Chancellor may grant on the request from the institution concerned and on application of the teacher, extraordinary leave to hold an appointment or a fellowship under a Government, a University, a Research Institute or other similar important institution, if in the opinion of the Vice-Chancellor, such leave does not prejudice the interests of the University. This leave can be allowed only to a teacher who has been confirmed in the post held by him and has served in the University for a period of at least two years. Provided further that such leave shall not be granted until after the expiry of leave sanctioned under this sub-clause and sub-clause (iii) below.

The application for such leave shall be sent through the Director of the Department concerned and the latter shall give his recommendations taking into account the strength of teaching staff of the particular discipline.

In case of his failure to return to duty immediately at the end of the period of leave sanctioned to him, the services of a teacher shall be liable to be terminated from the date of commencement of the period of leave granted to him. He shall also refund to the University pay and allowances, if any, received by him during the leave (including other kinds of leave taken in continuation) sanctioned to him for the purpose.

- (iii) The Vice Chancellor may also grant at his discretion extraordinary leave to a permanent teacher who has been selected for a teaching or research assignment in a University, a research institute or other similar important institution provided he has served the University for a period of at least two years and the application had been sent through an forwarded by the University. The leave in such cases shall not exceed a maximum period of two years. Notwithstanding any other leave, which may be due to a teacher, the entire period for which the teacher holds the appointment outside the University shall be without pay. The period so spent shall count for seniority. The period shall not count for pensionary, contributory provident fund benefits unless the pensionary contributory provident fund contributions are paid by the teacher or the foreign employer.

If the teacher does not resume his duties in the University at the end of the period of extraordinary leave granted to him, he shall be treated as having resigned the post held by him in the University.

- (iv) Subject to the provisions of sub-clause (vii) below, the total amount of extraordinary leave granted to a teacher under sub-clause (ii) and (iii) above shall not exceed 5 years during his entire service.
- (v) Extraordinary leave shall always be without pay. Payment of allowances during the period of extraordinary leave shall be governed by the relevant rules.
- (vi) Extraordinary leave shall not count for increment except in the following cases:
  - (a) Leave taken or medical certificate;
  - (b) Cases where the Vice Chancellor is satisfied that the leave was taken due to causes beyond the control of the employee, such as inability to join or rejoin duty due to civil commotion or a natural calamity, provided the employee has no other kind of leave to his credit.
  - (c) Leave taken for prosecuting higher studies.
  - (d) Leave granted to accept a teaching post or fellowship or research cum teaching post or an assignment for technical or academic work of importance.
- (vii) Extraordinary leave may be combined with any other leave except casual leave and special casual leave provided that the total period of continuous absence from duty shall in no case exceed 5 years in all.

- (viii) The authority empowered to grant leave may commute retrospectively, periods of absence without leave into extraordinary leave.

## **LEAVE NOT DUE**

### 9. Leave not due

- (i) Leave not due may, at the discretion of the Vice Chancellor be granted to a permanent employee for a period not exceeding 360 days during the entire services out of which not more than 90 days at a time and 180 days in all may be otherwise then on medical certificate. Such leave shall be debited against the half pay leave earned by him subsequently.

**Note:** From June 1988, leave not due is admissible only on medical grounds.

- (ii) Leave not due shall not be granted unless the Vice Chancellor is satisfied that as far as can reasonably be foreseen, the employee will return to duty on the expiry of leave and earn the leave granted.
- (iii) An employee to whom leave not due is granted, resigns from service or permitted to retire voluntarily without resuming duty, the leave not due shall be cancelled, his retirement or resignation taking effect from the date on which such leave had commenced and the leave salary recovered. Where an employee resumes duty after availing the leave not due, but resigns before the debit balance in his leave account is wiped out, he shall be liable to refund the leave salary to the extent of the debit balance of leave.

Provided no leave salary shall be recovered if the retirement is by reason of ill health incapacitating the employee for full service or in the event of his death or (ii) if the employee is compulsorily retired permanently.

## **STUDY LEAVE**

### 10.A FOR TEACHERS including other academic staff

- (i) Study leave may be granted to a permanent whole time Professor /Reader/Lecturer or other academic staff with not less than three years continuous service to pursue a special line of study or research or to make a special study of the various aspects of University Organization and methods of education, if the University is likely to benefit by the course of study or programme of research which the applicant wishes to undertake.

Provided that the Board of Management may, in the special circumstances of the case, waive the condition of three years service being continuous.

Explanation: In computing the length of service, the time during which a person was on probation may be reckoned provided

- (a) The person is a teacher on the date of application and  
(b) There is no break in service

- (ii) Study Leave shall be granted on the recommendation of a committee constituted for the purpose by the Vice Chancellor. The leave shall not be granted for more than two years in very exceptional cases in which the Board of Management is satisfied that such extension is unavoidable on academic matters and necessary in the interest of the University. The period of study leave shall in no way exceed three years.
- (iii) Study Leave shall not be granted to a teacher and other academic who is due to retire within three years of the date which is expected to rejoin his duty after the expiry of study leave.
- (iv) Study leave may be granted more than once provided that not less than five years have elapsed after the teacher returned to duty on completion of earlier spell of study leave or sabbatical leave for subsequent special study leave the teacher and other academic shall indicate the work done during the period of earlier leave as also give details of work to be done during the proposed spell Study.
- (v) No teacher and other academic who has been granted Study leave, shall be permitted to alter substantially the course of study or the programme of research without the permission of the Board of Management. When the course of study falls short of the Study Leave sanctioned, the teacher and other academic shall resume duty on the conclusion of the course of study unless the previous approval of the Board of Management to treat the period of shortfall as ordinary leave has been obtained.
- (vi) (a) Subject to the provision of sub-clause (vii) and (viii) below, study leave may be granted on full pay for the first year and on half-pay for the second year and no pay shall be admissible thereafter to Professors and Readers and other academic up to the rank of Deputy Director. The Lecturers and Assistant Director granted Study Leave would be entitled to continue to draw their total emoluments for the duration of the Study Leave.  
  
(b) The teacher and other academic shall not ordinary be entitled to house rent allowance or city compensatory allowance during the period of Study Leave. Provided that the Vice-chancellor may, in view of the special circumstances of a case, sanction the payment of such allowance in part or in full.
- (vii) The amount of scholarship, fellowship or other financial assistance that a teacher granted Study Leave has been awarded will not be preclude his being granted Study Leave with pay and allowances but the scholarship etc., so received shall be taken into account in determining the pay and allowances on which the study leave may be granted.
- (viii) If a teacher and other academic, who is granted Study Leave is permitted to receive and retain any remuneration in respect of part-time employment during the period of Study Leave, he shall ordinarily not be granted any study leave salary, but in cases, where the amount of remuneration received in respect of part-time employment is not considered adequate, the board of management may determine the study leave salary payable in each case.



Provided that total period of study leave granted to a teacher and other academic in the entire service of the University shall not exceed 5 years.

**Note** - It shall be the duty of the teacher and other academic granted study leave to communicate immediately to the University financial assistant in any form received by him during the course of study leave from any person or institution whatsoever.

- (ix) Subject to the maximum period of absence from duty on leave not exceeding 5 years, study leave may be combined with earned leave, half pay leave, extraordinary leave, provided that the earned leave at the credit of the teacher and other academic shall be availed of at the commencement of the study leave.
- (x) The teacher and other academic granted study leave will also be sanctioned necessary increment (s) as and when due. However the amount of emoluments payable to the teacher and other academic on study leave shall be reduced subject to the provision of sub-clauses (vii) and (viii) above.

Study leave shall count as service for pension/contributory provident fund provided the teacher rejoins the University on the expiry of his study leave and serves for the period for which Bond has been executed.

- (xi) Study leave granted to a teacher and other academic shall be deemed to be cancelled, in case it is not availed of within 12 months of its sanction. Provided that where study leave granted has been so cancelled the teacher may apply again for such leave.
- (xii) A teacher and other academic availing of study leave shall undertake that he shall serve the University continuously for double the period of study leave or for a period of three years whichever is less, to be calculated from the date of resuming duty after expiry of the study leave.
- (xiii) A teacher and other academic -
  - (a) Who is unable to complete his studies within the period of study leave granted to him, or
  - (b) Who fails to rejoin the service of the University on the expiry of his study leave, or
  - (c) Who rejoins the University but leaves the service without completing the prescribed period of service after rejoining the service, or
  - (d) Who within the said period is dismissed or removed from service by the University shall be liable to refund to the University the amount of leave salary and allowances and other expenses, incurred on the teacher or paid to him or on his behalf in connection with the course of study.
- (xiv) Provided that if a teacher and other academic has served the University for a period of not less than half the period of service under the Bond on return from study leave, he shall refund to the University half of the amount calculated as above. In case the teacher and other academic has been granted study leave without pay and allowances, he shall

be liable to pay the University an amount equivalent to his four months pay and allowances last drawn as well as other expenses incurred by the University during the course of study.

Explanation: If a teacher and other academic, who asks for extension of study leave and is not granted the extension, does not rejoin on the expiry of the leave originally sanctioned he will be deemed to have failed to rejoin the service on the expiry of his leave for the purpose of recovery of the dues under this ordinance :

- (a) Not with standing the above, the Board of Management may order that nothing in this ordinance shall apply to a teacher and other academic who within the prescribed period of service under the Bond is permitted to retire from service on Medical ground. Provided further that the Board of Management in any exceptional case, waive or reduce, for reasons to be recorded the amount refundable by a teacher and other academic under this ordinance.
- (xv) After the leave has been sanctioned the teacher shall before availing of the leave execute a Bond\* in favour of the University binding himself for the fulfillment of the conditions laid down in sub-clauses (xiii) and (xiv) above and give security of immovable property of the satisfaction of the Finance Officer or a Fidelity Bond of an Insurance Company, or a Guarantee by a Scheduled Bank or furnish security of two permanent teachers or other academics for the amount which might become refundable to the University in accordance with sub-clause (xiv) above.
- (xvi) The teacher and other academic shall submit to the Director or Registrar or any other Officer so authorised six monthly reports of progress in his studies from his Supervisor or the Head of the Institution. This report shall reach the Officer so designated within one month of the expiry of every six months of the study leave. If the report does not reach the Officer within the time specified, the payment of leave salary may be deferred till the receipt of such report.

10 B For employees other than teachers or other academics

Conditions for grant of Study Leave-

- (i) Study leave may be granted to an employee with due regard to the exigencies of service of the University to enable him to undergo, in or out of India, a special course of study consisting of higher studies or specialised training in a professional or a technical subject having a direct and close connection with the sphere of his duty.
- (ii) Study leave may also be granted-
- (1) for a course of training or study tour in which an employee may not attend a regular academic or semi-academic course if the course of training or the study tour is certified to be of definite advantage to the University from the point of view of its interest and is related to the sphere of duties of the employee; and

- (2) for the purpose of study connected with the framework or background of public administration subject to the conditions that.
    - (a) the particular study or study tour should be approved by the Board of Management; and
    - (b) the employee should be required to submit, on his return, a full report on the work done by him while on study leave.
  - (3) for the studies which may not be closely or directly connected with the work of an employee, but which are capable of widening his mind in a manner likely to improve his abilities as an employee and to equip him better to collaborate with those employees employed in other branches of the public service.
- (iii) Study leave shall not be granted unless-
- (1) it is certified by the Vice-Chancellor that the proposed course of study or training shall be of definite advantage from the point of view of the interests of the University;
  - (2) it is for prosecution of studies in subject other than academic or literary subject.
- (iv) Study leave out of India shall not be granted for the prosecution of studies in subjects for which adequate facilities exist in India.
- (v) Study leave shall not be granted to an employee-
- (1) who has rendered less than five years services under the University;
  - (2) who is due to retired, or has the option to retire, from the University service within three years of the date on which he is expected to return to duty after the expiry of the leave.
- (vi) Study leave shall not be granted to an employee with such frequency as to remove him from contact with his regular work or to cause cadre difficulties owing to his absence on leave.
- (vii) The maximum amount of study leave, which may be granted to an employee shall be-
- (a) twelve months at any one-time, and
  - (b) during his entire service, twenty-four months in all (inclusive of similar kind of leave for study or training granted under any other rule).
- (viii) Applications for study leave -
- (1) (a) Every application for study leave shall be submitted through proper channel to the Board of Management.

- (b) The course or courses of study contemplated by the employee and any examination which he propose to undergo shall be clearly specified in such application.
- (2) Where it is not possible for the employee to give full details in his application, or if, after leaving India, he is to make any change in the programme which has been approved in India, he shall submit the particulars as soon as possible to the Vice-Chancellor and shall not, unless prepared to do so at his own risk, commence the course of study or incur any expenses in connection therewith until he receives the approval of the Vice-Chancellor.
- (ix) Sanction of Study Leave-
- (1) (a) Every employee who has been granted study leave or extension of such study leave shall be required to execute a bond in the prescribe form before the study leave or extension of such study leave granted to him commences.
- (b) The bond shall be signed by two sureties who are holding posts of equal or higher status.
- (2) On completion of the course of study, the employee shall submit to the Vice-Chancellor the certificates of examinations passed or special courses of study undertaken, indicating the date of commencement and termination of the course of study undertaken, indicating the date commencement and termination of the course with the remarks, if any, of the authority in charge of the course.
- (x) Accounting of Study Leave and combination with leave of other kinds.
- (1) Study leave shall not be debited against the leave account of the employee.
- (2) Study leave may be combined with other kinds of leave, but in no case the grant of this leave in combination with leave, other than extra-ordinary leave, shall involve a total absence of more than twenty-eight months from the regular duties of the employee.
- (3) An employee granted study leave in combination with any other kind of leave may, if he so desire, undertake or commence a course of study during any other kind of leave and subject to the other conditions laid down in rule being satisfied, draw study allowance in respect thereof. Provided that the period of such leave coinciding with the course of study shall not count as duty leave. \*
- \* Provided that the period of such leave coinciding with the course of study shall not count as duty leave.
- (xi) Regulation of Study Leave extending beyond course of study

When the course of study falls short of study leave granted to an employee, he shall resume duty on the conclusion of the course of study, unless the previous sanction of the Vice- Chancellor has obtained to treat the period of shortfall as ordinary leave.

(xii) Leave salary during study leave

(1) During study leave availed of outside India, an employee shall draw salary equal to the pay that the employee drew while on duty with the University immediately before proceeding on such leave in addition the dearness allowance, house rent allowance besides study allowance will be admissible at such rates on such conditions as may be decided by vice-chancellor taking into consideration the rates of study allowance and the conditions thereof prescribed by Govt of India in respect of his employees.

(2) (a) During study leave availed of in India, an employee shall draw leave salary equal to the pay that the employee drew while on duty with the University immediately before proceeding on such leave and in addition the dearness allowance and the house rent allowance as admissible in accordance with the provisions of sub-clause (xiii).

(b) Payment of leave salary at full rate under clause (a) above shall be subject to furnishing a certificate by the employee to the effect that he is not in receipt of any scholarship, stipend or remuneration in respect of any part-time employment.

(c) The amount, if any, received by an employee during the period of study leave scholarship or stipend or remuneration in respect of any part-time employment shall be adjusted against the leave salary payable under this sub rule subject to the condition that the leave salary shall not be reduced to an amount less than that payable as leave salary during half pay leave.

(d) No study allowance shall be paid during study for courses of study in India.

(xiii) Admissibility of allowances in addition to study allowance

(1) For the first 120 of the study leave, house rent allowance shall be paid at the rates admissible to the employee from time to time at the station from where he proceeded on study leave. The continuance of payment of house rent allowance beyond 120 days shall be subject to the production of a certificate to the effect that the employee continues to occupy the accommodation and has not sub-let either in whole or in part form time to time.

(2) Except for house rent allowance as admissible under sub-clause (1) above and the dearness allowance and the study allowance, where admissible, no other allowance shall be paid to an employee in respect of the period of study leave granted to him.

(xiv) Travelling allowance during study leave

An employee to whom study leave has been granted shall not ordinarily be paid travelling allowance but the Board of Management may in exceptional circumstances sanction the payment of such allowance.

(xv) Cost of fees for study

An employee to whom study leave has been granted shall ordinarily be required to meet the cost of fees paid for the study but in exceptional cases, the Board of Management may sanction the grant of such fees:

Provided that in no case shall the cost of fees paid to an employee who is in receipt of scholarship or stipend from whatever source or who is permitted to receive or retain, in addition to his leave salary, any remuneration in respect of part-time employment.

(xv) Resignation or retirement after study leave or non-completion of the course of study

(1) If an employee resigns or retires from service or otherwise quits service without returning to duty after a period of study leave or within a period of three years after such return to duty or fails to complete the course of study and is thus unable to furnish the certificates he shall be required to refund-

the actual amount of leave salary, study allowance, cost of fees, travelling and other expenses, if any, incurred by the University, together with interest thereon at rates for the time being in force on Government loans, from the date of demand, before his resignation is accepted or permission to retire is granted or his quitting service otherwise.

Provided that except in the case of employee who fail to complete the course of study nothing in this rule shall apply to an employee who, after return to duty from study, leave is permitted to retire from service on medical grounds.

(2) (a) The study leave availed of by such employee shall be converted into regular leave standing at his credit on the date on which the study leave commenced, any regular leave taken in continuation of study leave being suitably adjusted for the purpose and the balance of the period of study leave, if any, which cannot be so converted, treated as extraordinary leave.

(b) In addition to the amount to be refunded by the employee under sub-clause

(2) above he shall be required to refund any excess of leave salary actually drawn over the leave salary admissible on conversion of the study leave.

(3) Notwithstanding anything contained in this rule, the Board of Management may, if it is necessary or expedient to do so, either in the interest of the University or having regard to the peculiar circumstances of the case or class of cases, by order waive or reduce the amount required to be refunded by the employee concerned or class of employees.

## **SABBATICAL LEAVE (FOR TEACHERS AND OTHER ACADEMICS)**

11. (i) Permanent whole-time teachers of the University who have completed three years of service may be granted sabbatical leave to undertake study or research or other academic pursuits solely for the object of increasing their proficiency and usefulness to the University. This leave shall not be granted to a teacher who has one year service in the University to retire.
- (ii) The duration of leave shall not exceed six or twelve months according as the teacher has actually worked in the University for not less than three or six years respectively since his return from the earlier spell of sabbatical leave. Provided further that sabbatical leave shall not be granted until after the expiry of three years from the date of teacher's return from the previous study leave or any other kind of training programme.
- (iii) A teacher shall, during the period of sabbatical leave be paid full pay and allowances (subject to the prescribed conditions being fulfilled) at the rates applicable to him immediately prior to his proceeding on sabbatical leave. The University shall not, however, fill up his post or make other alternative arrangements involving additional expenditure.
- (iv) A teacher on sabbatical leave shall not take up during the period of that leave, any regular appointment under another organisation in India or abroad. He may, however, be allowed to accept a fellowship or Research Scholarship or ad-hoc teaching and research assignment with honorarium or any other form of assistance, other than a regular employment in an institution of advance studies provided that in such cases the Board of Management may, if it so desires sanction sabbatical leave on reduced pay and allowances.
- (v) During the period of sabbatical leave the teacher shall be allowed to draw the increment on due date. The period of leave shall also count as service for purpose of pension/contributory provident fund provided the teacher rejoins the University on the expiry of his leave.

**Note**

1. The programme to be followed during sabbatical leave shall be submitted to the University for approval alongwith the application for grant of leave.
2. On return from leave, the teacher shall report to the University, the nature of studies, research or other work undertaken during the period of leave.

**MATERNITY LEAVE.**

12. (I) Maternity leave on full pay may be granted to a female employee with less than two surviving children for a period of ninety days from the date of its commencement. \
- (ii) Maternity leave may also be granted to a female employee (irrespective of number of surviving children) in case of miscarriage, including abortion, subject to the condition that the leave applied for does not exceed six weeks and the application for leave is supported by a medical certificate.

(iii) Maternity leave may be combined with earned leave, half pay leave, or extraordinary leave but any leave applied for in continuation of maternity leave may be granted if the request is supported by a medical certificate.

(iv) Notwithstanding the provision contained in clause (12)-(iii) any leave (including commuted leave for a period not exceeding 60 days and leave not due upto a maximum of one year applied for in continuation of maternity leave) may be granted without production of medical certificate.

## **SPECIAL DISABILITY LEAVE**

### **(a) SPECIAL DISABILITY LEAVE FOR INJURY INTENTIONALLY INFLICTED**

13. (i) Special disability leave may be granted to an employee who is disabled by injury intentionally inflicted or caused in or in consequence of the due performance of his official duties or in consequences of his official position.

(ii) Such leave shall not be granted unless the disability manifested in itself within three months of the occurrence to, which it is attributed and the person disabled acted with due promptitude in bringing it to notice.

Provide that the authority competent to grant leave may, if it is satisfied, as to the cause of the disability, permit leave to be granted in cases where the disability manifested itself more than three months after the occurrence of its cause.

(iii) The period of leave granted shall be such as is certified by an Authorised Medical Attendant and shall in no case exceeds 24 months.

(iv) Special disability leave may be combined with leave of any other kind.

(v) Special disability leave may be granted more than once if the disability is aggravated or remanifests in similar circumstances at a later date but not more than twenty four months of such leave shall be granted in consequence of any one disability.

(vi) Special disability leave shall be counted as duty in calculating service for pension and shall not, except the leave granted under the provision to clause (b) of sub-clause (vii) of this ordinance be debited against the leave account.

(vii) Leave salary during such leave shall —

(a) For the first 120 days of any period of such leave including the period of such leave granted under sub-clause (v) above be equal to leave salary while on earned leave and

for the remaining period of any such leave ,be equal to leave salary during half pay leave.

Provided that a member of the staff, may at his option be allowed leave salary as in sub-clause (a) above for period not exceeding another 120days, and in that event the period of such leave shall be debited to his half pay leave account.

### **(b) SPECIAL DISABILITY LEAVE FOR ACCIDENTAL INJURY**



(viii) The Provisions in part (A) of this ordinance shall apply also to an employee who is disabled by injury accidentally incurred in ,or in consequence of, the due performance of his official duties or in consequence of his official position, or by illness incurred in the performance of any particular duty which has the effect of increasing his liability to illness or injury beyond the ordinary risk attaching to the post which he holds.

(ix) the grant of special disability leave in such cases shall be subject to the further conditions

- (a) that the disability, if due to disease, must be certified by an Authorised Medical Attendant to be directly due to the performance of the particular duty;
- (b) that if the employee has contracted such disability during service, it must be, in the opinion of the authority competent to sanction leave, exceptional in character; and
- (c) that the period of absence recommended by an authorised medical attendant may be covered in part by leave under the ordinance and in part by any other kind of leave, and that the amount of special disability leave salary equal to that admissible on earned leave shall not exceed 120 days.

#### **(A) QUARANTINE LEAVE**

14. (i) Quarantine leave is leave of absence from duty necessitated in consequence of the presence of an infectious disease in the family or household of an employee not exceeding 21 days. In exceptional cases this limit may be raised to 30 days. Any leave necessary for quarantine purposes in excess of this period shall be treated as ordinary leave. Quarantine leave may be combined with earned leave or half pay leave or extra-ordinary leave.

(iii) An employee on quarantine Leave is not treated as absent from duty and his pay is not affected.

#### **(B) EMPLOYEES APPOINTED ON PROBATION**

15. An employee appointed as a probationer against a substantive vacancy and with definite terms of probation shall during the period of probation be granted leave which would be admissible to him if held his post substantively otherwise than on probation. If for any reason it is proposed to terminate the services of a probationer, any leave granted to him should not extend beyond the date on which the probationary period expires or any earlier date on which his services are otherwise terminated by the orders of Board of Management or competent authority. On the other hand, an employee appointed 'on probation' to a post, not substantively. vacant, to assess his suitability to the post, shall until he is substantively confirmed, be treated as a temporary employee for purposes of grant of leave. If a person in the permanent service of the University is appointed 'on probation' to a higher post he shall not, during probation, be deprived of the benefit of leave rules applicable to his permanent post.

#### **(c) EMPLOYEES RE-EMPLOYED AFTER RETIREMENT**

16. In the cast of an employee re-employed after retirement the provisions of these ordinances shall apply as if he had entered service for the first time on the data of his re- employment Re-employed pensioners who are treated as new entrants in the matter of leave may also be granted terminal leave under sub-clause 12 of the clause 20 below.

**(D) TEMPORARY EMPLOYEES**

17. Temporary employees shall be governed by the provisions of part (A) of these Ordinances subject to the following condition and exceptions:
- (1) Earned leave— A temporary employee shall be entitled to earned leave as a permanent employee.
  - (2) Half pay Leave— No half pay leave may be granted to a temporary employee unless the authority competent to sanction leave has reason to believe that the employee will return to duty on the expiry of such leave.
  - (3) Commuted leave— Temporary employees shall be entitled to commuted any portion of half-pay leave as a permanent employee.
  - (4) Extraordinary Leave— In the case of a temporary employee the duration of extraordinary leave on any occasion shall not exceed the following limits—
    - (a) Three months at a time;
    - (b) Six months in cases where the employee is undergoing treatment in a recognised hospital for tuberculosis, cancer or leprosy;
    - (d) (i) 24 months in cases where the required for prosecuting studies certified to be in the University interest. Provided that the employee has completed three years continuous service on the date of commencement of extraordinary leave In cases. where this condition is not satisfied,extra-ordinary leave to this extent may be sanctioned in continuation of any other kind of leave due and applied for (including three months extra-ordinary leave under (a) above, if the employee completes three years continuous service on the date of expiry of such leave).  
  
(ii) When a temporary employee fails to resume duty on expiry of the maximum period of extra-ordinary leave granted to him or employee who is granted a lesser amount of leave remains absent from duty for any period which together with the extra-ordinary leave granted exceeds the limit up to which he could have been granted such leave under  
  
(i) above, he shall unless the Board of Management in view of the exceptional circumstances of the case otherwise determines, be deemed to have resigned his appointment and shall accordingly cease to be the University employ.
    - (e) Two spells of extra-ordinary leave if intervened by any other kind of leave shall be treated as one continuous spell of extra-ordinary leave for the purposes of sub-clause

(a)to(b) above.

(5) Leave not due, study leave and sabbatical leave—

Temporary employee shall not be entitled for the grant of leave not due, study leave and sabbatical leave.

#### **Note**

Leave not due may be granted to temporary employees who are suffering from T.B., Leprosy, Cancer or Mental illness provided (i) request for such leave is supported by a medical certificate (ii) the official has in a minimum of one year of service (iii) the post from which the official proceeds on leave is likely to last till his return to duty and (iv) the leave should be limited to a period of 360 days during entire service. The other conditions as applicable to permanent employees would also apply.

### **(E) EMPLOYEES APPOINTED ON CONTRACT**

18. Employees appointed on contract will be granted leave in accordance with the terms of the contract.

#### **(F) HONORARY AND ADHOC EMPLOYEES**

19. (i) Honorary employees of the University shall be entitled to leave on the same terms as are applicable to whole-time temporary employees of the University.

(ii) Employees, whose appointment is treated as hoc for purely technical reasons may be extended the benefits admissible to temporary employees under these ordinances. In all other cases of ad hoc appointments which are for brief periods the ad hoc employees may be allowed earned leave at the rate of 2 ½ days per month of completed service.

### **(G) GENERAL**

#### **(I) GENERAL CONDITIONS:**

20. (1) **Leave- how earned:** Leave is earned by duty only. The period spent in foreign services counts as duty if contribution towards leave salary is paid for such period.

(2) **Right to Leave: (a)** Leave cannot be claimed as a matter of right. Leave of any kind may be refused or revoke by the competent authority empowered to grant it without assigning any reason, if that authority considers such action to be in the interest of the University.

(b) No leave shall be granted to an employee whom a competent authority has decided to dismiss, remove or compulsorily retire from service nor shall any leave be granted to an employee when he is under suspension .

(3) Maximum period of absence from duty on leave:

(a) No employee shall be granted leave of any kind for a continuous period exceeding five years.

(b) Where an employee does not resume duty after remaining on leave for a continuous period of five years or where an employee after the expiry of his leave remains absent from duty, otherwise than on foreign service or on account of suspension, for any period which together with the period of leave granted to him exceeds five years, he shall unless the board of management in view of exceptional circumstances of the case otherwise determines, be removed from service after following the prescribed procedure.

(4) **Application for leave:** Leave should always be applied for in advance and the sanction of the competent authority obtained before it is availed of except in cases of emergency and for satisfactory reasons.

**Note:** An employee should not leave station till the order sanctioning leave has been issued.

(5) **Commencement and Termination of leave:** (a) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day employee resumes his duty.

(b) Sundays and other recognised holidays (including restricted holidays) may be prefixed and/or suffixed to leave with the permission of the authority competent to sanction the leave.

(6) **Rejoining of duty before the expiry of the leave :** (a) An employee on leave may not return to duty before the expiry of the period of leave granted to him unless he is permitted to do so by the authority which sanctioned the leave.

(b) Notwithstanding anything contained in (a) above, an employee on leave preparatory to retirement shall be precluded from withdrawing his request for permission to retire and from returning to duty, save with the consent of the Board of Management.

(7) **Leave of medical ground to be supported by medical certificate:**

An employee who applies for leave on medical grounds shall support his application with a medical support certificate from an authorised medical officer of the University or where no such medical officer has been appointed, from a Registered medical practitioner. The authority competent to sanction leave may, however, require the applicant to appear before a medical board.

Leave or extension of leave on medical certificate shall not be granted beyond the date on which an employee is pronounced by a Medical officer or Board to be permanently incapacitated for further service.

(8) **Rejoining duty on return from leave on medical grounds:**

No employee who has been granted leave (other than casual leave) on medical certificate shall be allowed to return to duty without producing a medical certificate of fitness.

(9) **Employment during leave;**

An employee on leave shall not, without the written permission of the University, engage directly or indirectly in any trade or business whatsoever or in any private tuition or other work to which any emolument or honorarium is attached; but this prohibition shall not apply to work undertaken in connection with the examination of a University, Public Service Commission, Board of Education or similar Bodies/Institutions or to any literary work or publication or radio or extension lectures or with the permission of the vice-chancellor, to any other academic work.

The leave salary of an employee who is permitted to take-up any employment during leave shall be subject to such restrictions as the Board of Management may impose.

**(10) Absence without leave or overstayed of leave:**

An employee who absents himself without leave or remains absent without leave after the expiry of the leave granted to him, shall be entitled to no leave allowance or salary for the period of such absence. Such period shall be debited against his leave account as leave without pay unless his leave is extended by the authority empowered to grant the leave. Willful absence from duty may be treated as misconduct.

**(11) Leave preparatory to retirement :**

An employee may be permitted by the authority competent to grant leave to take leave preparatory to retirement to the extent of earned leave due not exceeding 240 days together with half pay leave due subject to the condition that such leave extends upto and includes the date of retirement.

**Note:** The leave granted as leave preparatory to retirement shall not include extra-ordinary leave.

**(12) Leave can be payment in lieu of leave beyond the date of retirement or quitting of service:** (i) No leave shall be granted to an employee beyond (i) the date of retirement or (ii) the date of his final cessation of his duties or (iii) the date on which he retires by giving notice to the Vice-Chancellor or he is retired by University by giving him notice or pay and allowances in lieu of such notice in accordance with the terms and conditions of his service (iv) the date of his resignation from service.

(ii) (a) Where an employee retired on attaining the *normal* age prescribed for retirement under the terms and conditions governing his service, the authority competent to grant leave shall suo motu, issue an order granting cash equivalent to leave salary for earned leave, if any, at the credit of an employee on the date of his retirement subject to a maximum of 240 days.

(ii) (b) The cash equivalent under clause (a) shall be calculated as follows and shall be payable in one lump sum as a onetime settlement. No House Rent Allowance or City Compensatory Allowance shall be payable -

Cash equivalent = Pay admissible on the date number of days of unutilised earned of retirement plus dearness leave at credit on the date of retirement allowance admissible on that date, subject to a maximum of 240 days

(iii) The authority competent to grant leave may withhold whole or part of cash equivalent of earned leave in the case of an employee who retires from service on attaining the age of retirement while under suspension or while disciplinary or criminal proceedings are pending against him, if in the view of such authority there is a possibility of some money becoming recoverable from him on conclusion of the proceedings against him. On conclusion of the proceedings, he will become eligible to the amount so withheld after adjustment of University dues, if any.

(iv) (a) Where the service of an employee has been extended, in the interest of public service beyond the date of his retirement he may be granted - (i) during the period of extension, any earned leave due in respect of the period of such extension plus the earned leave which was at his credit on the date of his retirement subject to a maximum of 120 days/240 days, as the case may be, as prescribed in clause 5.

(ii) after expiry of the period of extension, cash equivalent in the manner provided in clause 20 (12) (ii) in respect of earned leave at credit on the date of retirement, plus the earned leave earned during the period of extension, reduced by the earned leave availed during such period, subject to a maximum of 240 days.

(b) The cash equivalent payable under sub-clause (ii) of (a) above shall be calculated in the manner indicated in clause 20 (12) (ii) (b).

(v) An employee who retires or is retired from service in the manner mentioned in clause 20 (12) (i) (iii) may be granted, *suo motu* by the authority competent to grant leave, cash equivalent of the credit subject to a maximum of 240 days and also in respect of all the half pay leave at his credit provided this period does not exceed the period between the date on which he so retires or is retired from service and the date on which he would have retired in the normal course after attaining the age prescribed for retirement under the terms and conditions governing his service. The cash equivalent shall be *equal* to the leave salary as admissible for earned leave and/or equal to the leave salary as admissible for half pay leave plus dearness allowance admissible on the leave salary for the first 240 days at the rates in force on the date the employee so retires or is retired from service. The pension and pension equivalent or other retirement benefits and ad hoc relief/graded relief on pension shall be deducted from the leave salary paid for the period of half pay leave, if any, for which the cash equivalent is payable. The amount so calculated shall be paid in one lump sum as a one-time settlement. No House Rent Allowance or City Compensatory Allowance shall be payable:

Provided that if leave salary for the half pay leave component falls short of pension and other pensionary benefits, cash equivalent of half pay leave shall not be granted.

(vi) (a) (i) Where the services of an employee are terminated by notice or by payment of pay and allowances in lieu of notice, or otherwise in accordance with the terms and conditions of his appointment he may be granted *suo motu*, by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date on which he ceases to

be in service subject to a maximum of 240 days.

(ii) If an employee resigns or quits service, he may be granted, *suo motu* by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date of cessation of service, to the extent of half such leave at his credit subject to maximum of 120 days.

(iii) An employee who is re-employed after retirement may, on termination of his re-employment be granted *suo motu*, by the authority competent to grant leave cash equivalent in respect of earned leave at his credit on the date of termination of re-employment subject to a maximum of 240 days, (including the period for which encashment was allowed at the time of retirement).

(b) The cash equivalent payable under sub-clause (vi) (a) above shall be calculated in the manner indicated in clause 20(12) (ii) (b) and for the purpose or computation or cash equivalent under sub clause (vi) (a) (iji) above the pay on the date of the termination of re-employment shall be the pay fixed in the scale of post of re-employment before adjustment of pension and pension equivalent of other retirement benefits, and the dearness allowance appropriate to that pay.

**(13) Leave at the credit of the employees who dies in harness** (i) In case employee dies in harness, the cash equivalent of the leave salary that the deceased employee would have got, had he gone on earned leave, but for the death, due and admissible on the date immediately following the date of death subject to a maximum of leave salary for 240 days shall be paid to his family further such cash equivalent shall not be subject to reduction on account of pension equivalent of death cum retirement gratuity. **Note:-** In addition to the cash equivalent of leave Salary admissible under this rule, the family of the deceased employee shall also be entitled to payment of dearness allowance only as per orders issued in this behalf separately.

(ii) **Cash equivalent of leave salary in case of invalidation from service** An employee who is declared by a medical authority to be completely and permanently incapacitated for further service may be granted, *suo motu* by authority competent to grant leave, cash equivalent of leave salary in respect of leave due and admissible, on the date of his invalidation from service, provided that the period of leave for which he is granted cash equivalent does not extend beyond the date on which he would have retired in the normal course after attaining the age prescribed for retirement or the terms and conditions governing his services. The cash equivalent thus payable \*\*\*\* be equal to the leave salary as calculated under clause 20(12) (v) An employee not in permanent employ or quasi-permanent employ shall not however be granted cash equivalent of leave salary in respect of half pay leave standing at his credit on the date of his invalidation from service. **Note :** In the case of employees governed by the contributory provident fund rules no deduction need be made out of cash equivalent of leave salary on account of University contribution to C.P. Fund.

**(14) Payment of cash equivalent of leave salary in the case of death etc. of an employee:** In the event of the death of an employee while in service or after retirement or after cessation of

duties but before actual receipt of its cash equivalent or leave salary under sub-clause (12) and **(13) above such amount shall be payable-** (i) to the widow and if there are widows more than one, to the eldest surviving widow, if the deceased was a male employee, or to the husband, if the deceased was female employee; **Note:** The eldest surviving widow shall be determined with reference to the date of marriage and not with reference to their ages

(ii) failing a widow or husband, as the case may be to the eldest surviving son; or an adopted son;

(iii) failing (i) and (ii) above, to the eldest surviving unmarried daughter;

(iv) failing (i) to (iii) above to the eldest surviving widowed daughter;

(v) falling (i) to (iv) above, to the father;

(vi) falling (i) to (v) above, to the mother;

(vii) failing (i) to (vi) above, to the eldest surviving brother below the age of 18 years;

(viii) failing (i) to (vii) above, to the eldest surviving unmarried sister; and

(ix) failing the above, the eldest surviving widowed sister

**(15) Conversion of one kind of leave to another:** (a) At the request of the employee concerned, the University may convert retrospectively any kind of leave including extraordinary leave into a leave of different kind which was admissible to him at the time leave was originally taken; but he cannot claim such conversion as a matter of right.

(b) if one kind of leave is converted into another, the amount of leave salary and the allowance admissible shall be recalculated and arrears of leave salary and allowances paid or the amount overdrawn recovered as the case may be.

**(16) Increment during leave-** If increment of pay falls during any leave other than casual leave, special casual leave, duty leave, study leave or sabbatical leave, the effect of increase of pay will be given from the date the employee resumes duty without prejudice to the normal date of his increment, except in those cases where the leave does not count for increment

**(17) Leave year:** For the purpose of these Ordinance, unless otherwise specified, the terms 'year' shall mean calendar year running from the commencement of the calendar session to the end of the calendar session.

**(ii) Authorities Empowered to sanction Leave.**

21. The Vice-Chancellor is empowered to sanction leave and if he so desires delegate such powers to another officer of the University.

**(iii) Leave Salary**



**22.** (1) An employee granted casual leave or special casual leave is not treated as absent from duty and his pay is not intermitted. During duty leave, study leave and sabbatical leave, an employee will draw pay under the provisions of clause 4, 10 and respectively.

(2) An employee on earned leave is entitled to leave salary equivalent to the pay drawn immediately before proceeding on leave

(3) An employee on commuted leave is entitled to leave salary equal to the amount admissible under sub-clause 22(2).

(4) An employee on half pay leave or leave not due is entitled to leave salary equal to half the amount specified in sub-clause 22(2)

(5) An employee on extraordinary leave shall not be entitled to any leave salary,

(6) An employee on special Disability leave is entitled to leave salary as admissible under clause

(7) An employee on Maternity leave and Quarantine leave is entitled to draw pay as at the time of proceeding on leave.

(8) Payment of dearness, house rent and city compensatory allowances during leave shall be governed by the provisions of the rules regarding the payment of those allowances.

(9) An employee who is granted leave beyond the date of compulsory retirement or quitting of service as the case may be, as provided under clause 20(12) shall be entitled during such leave, leave salary as admissible under clause 20(12)(b).

(10) In the case or an employee who is granted leave earned by him during period of re-employment, the leave salary shall he based on the pay drawn by him exclusive of the pension and pension equivalent of other retirement benefits.

(iv) Making of rules under these Ordinances.

**23.** The Vice-chancellor may make rules under these ordinances prescribing the procedure to be followed in-

(i) Making application for have and for permission to return to duty before the expiry of the leave.

(ii) Granting leave and submission of medical certificates while proceeding or returning from leave;

(iii) the payment of leave salary;

(iv) the maintenance of records of service; and

(v) the maintenance of leave accounts.

**24. Exceptions:** These ordinances shall not be applicable to (a) person in respect of whom special provisions have been made by or under the provision of the Statutes of the University

(b) persons on deputation for a limited duration (c) persons appointed on consolidated salary or daily wages.(d) work charged staff and (e) persons paid from contingencies.

**Relaxation:** 25. When the Board of Management is satisfied that the operation of any of these ordinances cause undue hardship in any particular case, the Board of Management for reasons to be recorded, dispense with or relax the requirement of that clause, to such extent and subject to such exceptions and conditions and conditions as it may consider necessary for dealing with the case in a most and equitable manner.

#### APPENDIX-I

### **BOND TO BE EXECUTED BY THE TEACHERS WHEN**

## GRANTED STUDY LEAVE

This agreement made on this        day        of        20        between the Madhya Pradesh Bhoj (Open) University being a body corporate constituted under the -----(herein after called the University of the one part) and

(i) .....resident        of  
.....  
(herein after called the Obliger of the second part):

and

(ii) .....resident of:  
..... and

(iii) .....resident        of  
.....

(herein after called (ii) and (iii) jointly the sureties of the third part) WHEREAS the Obliger is employed in the Madhya Pradesh Bhoj (Open) University in the AND WHEREAS THE Obliger has applied for Study Leave for the following purpose: AND WHEREAS the University has agreed to grant Study Leave on the condition that after the completion of studies, tie Obliger will rejoin the University and serve the University for a minimum period of years. The Obliger has agreed to this condition and the sureties have also assured the University that the Obliger will perform these obligations faithfully:

**I. THAT** the Obliger undertakes that after completion of studies as aforesaid shall rejoin the University and shall serve under the University for a minimum period of,        years.

**2. THAT** in case the Obliger fails to complete studies within the period        of Study Leave or fails to re-join the service of the University on the expiry of Study leave or resigns from the service of the University at any time before the expiry of the        agreed period of service after return to duty at the University being dismissed or removed from the service by the University within the period aforesaid the Obliger and the sureties shall forthwith pay to the University or as may be directed by the University a sum of Rs.        a liquidated damage and refund the advance received by the Obliger from University; and shall pay all the expenses incurred by the University on the Obliger consequent on the grant of Study Leave, provided always that if the Obliger completes 18 months service after return from study leave, then the sureties and the Obliger shall be liable to pay only half the amount of the liquidated damages.

**3. THAT** the Obliger and the sureties shall pay interest at the rate of 6% per annum on the amount payable as per Clause 2 above.

**4. THAT** the liability of the Obliger and the sureties to pay the amount due to the University shall be joint and several and the University shall be competent to recover the amount from all or either of them.

**5 THAT** herein above given continuing surety and shall not be impaired or discharged by reason        of

any time being granted or by any forbearance, act or omission of the University or any person authorised by it or any other indulgence or concession shown by the University to the Obliger or to anyone surety and the University shall be competent to recover the amount due from all or either of them.

6. THAT the University may at its discretion extend the study Leave of the Obliger from time to time without any reference to the sureties and the sureties shall remain liable in all respects for the amounts payable under these presents during the original period as well as during the extended period.

7. THAT if any amount is paid by the University outside India then the Obliger and the sureties shall be liable to pay the equivalent amount in Indian Currency according to the prevalent official rate of exchange at the time of payment.

IN WITNESS WHEREOF the parties have set their hands hereto in presence of witness:

<b>Witness No 1</b>	Signature	Signature
	-----	-----
	(Name:.....)	(Name:.....)

<b>Obliger No.2</b>	Signature	Signature
	-----	-----
	(Name:.....)	

<b>Witness No 1</b>	Signature	Signature
	-----	-----
	(Name: .....	

<b>Surety No. 1</b>		<b>No.2 Signature</b>
	-----	-----
	(Name:.....)	

<b>Witness No 1</b>	Signature	Signature
	-----	-----
	(Name: )	

<b>No.2</b>	Signature	Signature
	-----	-----
	(Name: )	<b>Surety No.2</b>

<b>Witness No 1</b>	Signature	Office of the University
	-----	
	(Name: )	

No.2 Signature

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(Name:                    )

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\*Approved by Board Of Management in its vii meeting

\*\*Approved by Coordination Committee vide in its meeting held on 4-9-2000