

**THE KERALA COUNCIL FOR HISTORICAL RESEARCH  
[KCHR]**

**MEMORANDUM OF ASSOCIATION**

**&**

**THE RULES AND REGULATIONS**

*(As approved by GO. (MS) No. 16/2001/CAD dated 15-03-2001 &  
G.I. No. 9144/K2/10/H.Edn dated 03-09-2010)  
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**Kerala Council for Historical Research**

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**2013**

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**MEMORANDUM OF ASSOCIATION OF  
KERALA COUNCIL FOR HISTORICAL RESEARCH (KCHR)**

**1. Name of the Society:-**

The name of the Society shall be Kerala Council for Historical Research (hereafter called the Council).

**2. Registered Office and Area of Operation:-**

**Registered Office:** The registered office of the Council shall be at Manaveeyam Vyloppilly Samskriti Bhavan at Nalanda, Thiruvananthapuram and its area of operation shall be the entire state of Kerala.

**3. Preamble:-**

The Government of Kerala proposes to set up Kerala Council for Historical Research as an autonomous organization by transforming Kerala Gazetteers Department and develop the same into a research organization to promote historical research in the State. It will act as a nodal agency for the generation of historical knowledge and its dissemination. The pursuit of tasks complementary to it, like the preservation of sources, documentation and publication will also fall within the purview of the Council.

**4. Aims and objectives of the Council:-**

The following shall be the aims and objectives of the Council.

- (a) to form a forum of professional historians committed to the promotion of historical research and for the exchange of ideas on historical knowledge;
- (b) to create a comprehensive database of research on Kerala History undertaken in India and abroad;
- (c) to undertake publication of source materials and studies, which would facilitate historical research;
- (d) to produce critical commentaries on historical periods, events and contemporary trends;
- (e) to set up a library for Kerala historical research with all necessary and modern facilities;

- (f) to identify important areas of teaching/research and to initiate and encourage courses/programmes/research in these areas;
- (g) to organize, sponsor and promote seminars, workshops and conferences for the promotion and dissemination of historical knowledge;
- (h) to institute and administer fellowships; scholarships and sponsorships on historical research;
- (i) to provide professional advice and direction for the proper conservation of archival materials and archeological artifacts by functioning as a nodal agency of the State Archives Department and the Archaeology Department;
- (j) Collaboration procedures will be as follows.
  1. The proposal for collaboration can either be initiated by the Director of the KCHR or a national or international research institution or University created by law or statute in the place of its origin pursuing objectives similar to those of the Council. The proposal for collaboration so received will be placed before the Research Committee to examine its feasibility and relevance.
  2. Based on the recommendations of the Research Committee, the Director shall hold discussion with the Institute considered for collaboration and draft the Memorandum of Understanding.
  3. The Director shall place the draft of the Memorandum of Understanding before the Executive Council and on approval by the Executive Council the Memorandum of Understanding will be signed by the Director with the Institution/University.
  4. The Director shall oversee the operational part of the Memorandum of Understanding.
- (k) to attempt to historicise areas like science, technology, industry, music, media etc. conventionally located beyond the range of historical analysis;
- (l) to assist and intervene in the creation and reorganization of history curricula and syllabi, in consultation with the Education Department, so that the critical component is carried into the teaching and learning practices;
- (m) to organize training and in service programmes for teachers/researchers/ students at various levels in consultation with the Education Department;

- (n) to restore local history to its rightful position and as a component of the evolving cultural heritage of the Malayalee and to help set up local museums and archives;
- (o) to develop popular and non-reductive modes of historical writing;
- (p) to undertake the publication of a Kerala History Research Journal;
- (q) To utilize the electronic media and information technology in the dissemination of historical knowledge, relevant to Kerala Society, world-wide.
- (r) To complete the ongoing projects of the Kerala Gazetteers Department and those as may be entrusted by Government;
- (s) To do such other functions as may be prescribed to promote historical research and allied subjects.

**5. Functions:-**

**Pursuant to the aforesaid aims and objectives the functions of the Council will be**

- (i) To do all such things and perform all such acts as may be necessary or appropriate or incidental to the achievement of any or all of the aims and objectives of KCHR.

6. The names and addresses of the first members of the Executive Council to which by the rules and Regulations of the Council, the management of its affairs is entrusted are

Sl. No.	Name	Address	Occupation
1	Dr. K.N. Panikkar	Vice Chancellor SS University, Kalady	Public Servant
2	Vinod Rai	Principal Secretary Finance, Thiruvananthapuram	Public Servant
3	Dr. Rajan Gurukkal	Director, SSS, MG University Kottayam	Public Servant

4	G. Rajammal	C/o Secretary Additional Secretary C.A.D, Thiruvananthapuram	Public Servant
5	K.V. Raveendran	Director Kerala State Archives Thiruvananthapuram	Public Servant
6	Dr. M. Velayudhan Nair	Director Archaeology Department Thiruvananthapuram	Public Servant
7	Dr. P.J. Cherian	Director K.C.H.R, Thiruvananthapuram	Public Servant

7. A copy of the rules of the Council certified to be a correct copy by the members of the Executive Council of the KCHR is filed along with this Memorandum of Association.
8. We the several persons whose names and addresses are given below, having associated ourselves for the purpose described in the Memorandum of Association set our several and respective hands hereto and form ourselves into a Society under the Travancore - Cochin Literary, Scientific and Charitable Societies Registration Act, 1955, (Act XII of 1955) on the Seventeenth day of the month of March of the year 2001 (17-03-2001).

Sl. No.	Name	Address	Occupation
1	Dr. K.N. Panikkar	Vice Chancellor SS University, Kalady	Public Servant
2	Vinod Rai	Principal Secretary, Finance, Thiruvananthapuram	Public Servant
3	Dr. Rajan Gurukkal	Director SSS MG University, Kottayam	Public Servant

4	G. Rajammal	C/o Secretary Additional Secretary C.A.D Thiruvananthapuram	Public Servant
5	K.V. Raveendran	Director Kerala State Archives, Thiruvananthapuram	Public Servant
6	Dr. M. Velayudhan Nair	Director Archaeology Department, Thiruvananthapuram	Public Servant
7	Dr. P.J. Cherian	Director K.C.H.R Thiruvananthapuram	Public Servant

**Para. No. 9**

No amendment shall be effected to the Memorandum of Association without the permission of the Commissioner of Income Tax, Thiruvananthapuram and no amendment shall be made to alter the basic character/objects of the Society and further no such amendments which may prove to be repugnant to the provisions of Sec. 2 (15), (11), (12), (13) and 80G of the Income Tax Act, 1961 shall be made.

**Para No.10**

The income and funds of the Society shall be solely utilized for the objects as provided herein and no portion of it to be utilized for the objects as provided herein and no portion of it to be utilized for payment to undue benefit of the members/office bearers in any manner.

**Para No. 11**

The benefits of the Society are open to all irrespective of caste, religion, creed, sex etc.



## **RULES AND REGULATIONS OF THE KERALA COUNCIL FOR HISTORICAL RESEARCH (KCHR)**

1. i) The rules and regulations be called the Rules of the KCHR (hereinafter called the Rules)
- ii) The rules shall come into force from the date on which the Society named KCHR is registered under the Travancore - Cochin - Literary, Scientific and Charitable Societies Registration Act, XII of 1955

### **2. Definitions**

- i) 'Patrons Council' means Patrons Council constituted as per rules.
- ii) 'Advisory Council' means the Advisory Council constituted as per rules.
- iii) 'Executive Council' / 'Executive Committee' means the Executive Council constituted as per rules.
- iv) 'Chairman' means the Chairman of the Advisory Council and Executive Council of the KCHR.
- v) 'Director' means the Director and Member Secretary of the KCHR.
- vi) 'Prescribed' means Prescribed by rules and regulations.
- vii) 'Government' means the Government of Kerala.

### **3. The Establishment of the Council.**

- (1) The Gazetteers Department of the Government shall stand abolished on and with effect from the date of registration of the KCHR as per the Travancore - Cochin - Literary, Scientific and Charitable Societies Registration Act, XII of 1955.
- (2) The Council shall be a body corporate by the name aforesaid, having perpetual succession and a common seal, with power to acquire, hold and dispose of property, both movable and immovable, and to enter into contract and shall, by the said name sue and be sued.

- (3) The services of every officer or other employee employed immediately before the registration of KCHR in connection with the affairs of the Gazetteers department of the Government, except officers and other employees of the Central Government or the Government of Kerala on deputation, shall as from the date of registration of KCHR become the officers or employees of the said Council.
- (4) Any officer or other employee of the Central Government or the Government of Kerala deputed for employment in connection with the affairs of the Gazetteers department of the Government and employed as such immediately before the date of registration of the said Council, shall, as from that day, revert to the service of the Central Government or the Government of Kerala, as the case may be.
- (5) All assets, rights, powers and all properties, movable and immovable, including cash balances and cash on hand and all books of account, registers and other documents as were immediately before the date of registration of KCHR, in the ownership, possession or control of the Gazetteers Department shall, stand transferred to and vested in the Council from such date.
- (6) Notwithstanding anything contained in sub-section (3) the Government may at the option of the officers and employees appoint them to any corresponding posts in the Council or corresponding posts that may exist or arise in any office coming under the Cultural Affairs Department of the Government.

#### **4. Authorities of the Council**

- 1) Patrons of the Council
- 2) Advisory Council
- 3) Executive Council
- 4) Chairman of the Council
- 5) Director of the Council
- 6) Such other bodies, Committees or the Panel as may be appointed by the Executive Council.

## **5. Patrons of the Council**

The following persons shall be the patrons of the Council whom the Chairman and the Director shall meet personally and elicit their advice and suggestions regarding the functioning of the Council, namely:-

- (i) Governor of Kerala (Chief Patron);
- (ii) Chief Minister of Kerala;
- (iii) Speaker, Kerala Legislative Assembly;
- (iv) Minister in charge of the Cultural Affairs Department;
- (v) Leader of Opposition in the Legislative Assembly;
- (vi) Chief Secretary, Govt. of Kerala.

## **6. Advisory Council**

- (i) members of the Executive Council;
  - (ii) three senior historians or social scientists
  - (iii) four members of the Legislative Assembly;
  - (iv) President of a District Panchayat;
  - (v) Chairpersons of any two Municipalities;
  - (vi) Presidents of any six Grama Panchayats;
- (1) The Chairman of the Executive Council shall be the Chairman of the Advisory Committee.
  - (2) The Advisory Committee shall meet at least once in a year at the headquarters of the council.
  - (3) The Advisory Committee shall serve as the resource pool of the Council and have a collective advisory responsibility.
  - (4) The term of office of the members mentioned under items (ii) to (vi) of clause 6 shall be 3 years from the date of constitution of the Committee.

## **7. Executive Council**

The composition of the Executive Council shall be as follows:

- (a) Chairman of the Council;
- (b) Eight historians and one scholar from any other discipline

(c) Ex-officio members:-

- (i) Secretary to Government, Finance Department;
- (ii) Secretary to Government, Higher Education Department;
- (iii) Director of Archeology Department;
- (iv) Director of Archives Department;
- (v) Director of the Council;
- (vi) Vice-Chancellor, University of Kerala.

## 8. Selection, Term of Office, Removal or Termination of the Chairman and Members

### (1) The Chairman

(a) The Government shall appoint the Chairman among a panel of eminent historians drawn up by a Search Committee appointed by Government consisting of:

- (i) The incumbent Chairman, except in the case of his resignation, removal or termination, in which case a member of the Executive Council shall be nominated by Government in his place.
- (ii) Secretary of the concerned administrative department in Government.
- (iii) One member from among the historian-members of the existing Executive Council nominated by Government.
- (iv) An expert academician in the Social Sciences nominated by Government.

The Director, KCHR shall be the Convenor of this Committee. The Government shall appoint Search Committee at least three months before the expiry of the term of the incumbent Chairman. Government shall be at liberty to reject the panel and seek a fresh panel and reconstitute the Search Committee if it so desires for this purpose.

(b) The Chairman and Executive Council shall hold office for a term of not more than six years.

Notwithstanding the expiry of the term of office, the Chairman shall continue till the new Chairman assumes office.

- (c) If the Chairman wants to relinquish his position, he shall submit the resignation to the Executive Council. He shall have to continue as Chairman, till the new Chairman assumes office.
- (d) A casual vacancy of the Chairman shall be filled by the Executive Council by electing one from among the category of non-ex-officio members.

(2) (a) The term of the Executive Council shall be 6 years from the date of its constitution.

- (b) However, initially, one third of the non-ex-officio members shall vacate office every third year in the order of seniority determined by age and such vacancies shall be filled up by the Executive Council. Subsequently, the replacement shall evolve into a new system in which each member shall serve the Council for a minimum of six years.

(c) The members of the Executive Council, other than the ex-officio-members, shall be selected by the Executive Council from among a panel of eminent historians drawn up by a Search Committee consisting of:

- i) The Chairman,
- ii) Secretary of the concerned Administrative Department in Government.
- iii) One member from among the historian-members of the existing Executive Council nominated by Government.
- iv) An expert academician in the Social Science nominated by Government.

The Director, KCHR shall be the Convenor of the Search Committee for the preparation of a panel of scholars to be considered for nomination by the Executive Council. The Executive Council shall, however, be free to seek a fresh panel.

(d) Casual vacancies in the membership in the category of non-ex-officio members shall be filled up by the Chairman with the approval of Government.

**(3) Removal or termination of the Chairman, non-ex-officio members of the Executive Council :**

The Chairman of the Executive Council or non-ex-officio members of the Executive Council can be removed by the Executive Council.

(4) Provided further that a person who has become a member of the Advisory Council in the capacity of a member of the Legislative Assembly, or a President of a Panchayat or a Chairperson of a Municipality shall cease to hold office on his ceasing to be a member of the Legislative Assembly or President or a Panchayat or Municipality, as the case may be,

(5) The Chairman and the non-ex-officio members of the Council shall be entitled to receive such allowance as may be decided by the Executive Council from time to time.

#### **9. Disqualification for membership of the Council:-**

A person shall be disqualified for being nominated as and for being a member;

- (a) if he has been convicted and sentenced to imprisonment for an offence which, in the opinion of the Government, involves moral turpitude; or
- (b) if he is of unsound mind and is so declared by a competent court; or
- (c) if he is an un-discharged insolvent; or
- (d) if he has directly or indirectly, by himself or by his partner, any share or interest in any work done by the order of the Executive Council or in any contract or employment with or under or by or on behalf of the Executive Council.

#### **10. Casual vacancies:-**

- (1) Any casual vacancy caused by resignation of a member or by any other reason may be filled by the Chairman in consultation with the Executive Council and the person so nominated shall hold office for the remaining period for which the member in whose place he is nominated would have held office.
- (2) No act or proceeding of the Executive Council shall be invalidated merely by reason of any vacancy in, or any defect in the constitution of the Council or any irregularity in the procedure of the Council not affecting the merits of the case.

**11. Members deemed to be public servants:-** The Chairman, Director, Members, Officers and servants of the Council shall be deemed to be public servants within the meaning of section 21 of the Indian Penal Code (Central Act 45 of 1860)

**12. Officers and Employees of the Council:-**

- (1) Officers and employees as may be considered necessary to assist the Council may be appointed by the Executive Council.
- (2) The conditions of service of the officers and employees of the Council shall be governed by regulations made by the Executive Council from time to time.

**13. Supervision and control of employees:-** Subject to the superintendence of the Council, the Director shall have the general control and direction over all the employees of the Council.

**14. Powers and functions of the Executive Council**

1. To consider the annual and supplementary budgets placed before it and pass them with such modifications as may be deemed necessary.
2. To prepare annual reports and accounts of the Council.
3. To receive raise, administer and to have custody of the funds of the Council and manage the properties of the Council for implementing the programmes of the Council and expenses connected with it.
4. To incur expenditure subject to provision of the approved budget.
5. Project fund raised by the Council and fund raised by Collaboration procedures.
  - (1) The proposal for collaboration can either be initiated by the Director of the KCHR or a national or international research institution or University created by law or statute in the place of its origin pursuing objectives similar to those of the Council. The proposal for collaboration so received will be placed before the Research Committee to examine its feasibility and relevance.

- (2) Based on the recommendations of the Research Committee, the Director shall hold discussion with the Institute considered for collaboration and draft the Memorandum of Understanding.
  - (3) The Director shall place the draft of the Memorandum of Understanding before the Executive Council and on approval by the Executive Council the Memorandum of Understanding will be signed by the Director with the Institution/University.
  - (4) The Director shall oversee the operational part of the Memorandum of Understanding.
6. To delegate by resolution such administrative, financial and other powers to its Chairman, Director or any other Officer of the Council.

#### **15. Meetings of the Executive Council**

1. The Executive Committee shall meet twice a year or as and when necessity arises and is empowered to take all administrative and financial decisions subject to the provisions of the Memorandum of Association, Rules and Regulations of the Council.
2. All meetings of the Executive Committee shall be called by notice of seven days in writing by Member Secretary of the Executive Council.
3. The Chairman may convene an emergency meeting with a notice of 24 hours.
4. Any inadvertent omission to give notice of the meeting or its non-receipt by any member shall not invalidate the proceedings of the meeting. Where at such meeting quorum is not fulfilled the decision shall be ratified by the Executive Council at the next meeting.
5. The Chairman shall preside over all the meetings of the Executive Council. In his absence, the members present shall elect one among them to preside over the meeting.
6. Five members of the Executive Council present in person shall constitute the quorum. No quorum shall be required for an adjourned meeting.



7. The proceedings of all meetings of the Executive Council shall be submitted to the Chairman of the Executive Council for approval before these are issued.

#### **16. Chairman**

The Chairman of the Council shall hold office in an honorary capacity.

#### **17. Powers and functions of the Chairman**

- (1) The Chairman shall ensure that the affairs of the Council are run efficiently and in accordance with the provision of the Memorandum of Association, Rules and Regulations of the Council.
- (2) He shall preside over the meetings of the Executive and Advisory Council.
- (3) The Chairman by requisitions in writing signed by him may require the Director to call meeting of the Executive Council at any time.
- (4) In case the votes for and against a particular issue are equal, the Chairman shall exercise his casting vote.
- (5) The Chairman may in writing delegate such of the powers as he may consider necessary to the Director.
- (6) The Chairman shall have power to invite any person to attend the meeting of the Executive Council but such person shall have no power to vote.
- (7) The Chairman may require the Director to call a special meeting of the Executive Council at short notice in case of emergency.

#### **18. Director**

1. The Director of the Council shall be appointed by the Executive Council and the Executive Council shall prescribe his/her qualifications, selection procedure and service conditions. The first Director will be the State Editor, Kerala Gazetteers Department. The Director shall be Chief Executive Officer of the Council. He/she shall be the custodian of the records of the Council and such other property as the Executive Council may submit to his charge. He/she shall conduct official correspondence on behalf of the Council and shall prepare and present the annual budget of the Council for consideration and approval of the Executive Council. He/she shall submit proposals from time to time for

the fulfillment of the objects and performance of the functions of the Council for consideration and sanction by the Executive Council and on their approval implement them. He/she shall prescribe the duties, responsibilities of all employees of the Council and exercise supervision and disciplinary control over their work and conduct. He/she shall also exercise such other functions and responsibilities as may be delegated to him/her from time to time by the Executive Council.

2. The Director shall sanction expenditure on contingencies, supplies, services and purchases of articles required for the day - to -day administration of the Council, subject to financial propriety and subject to the limits up to which he may be authorised to sanction.
3. The Director shall exercise such administrative and financial powers other than those mentioned above as may be delegated to him from time to time by the Executive Council.
4. All orders and other instruments relating to the Council shall be expressed in the name of the Executive Council and shall be executed on behalf of the Council, by the Director.
5. All contracts and transactions of properties shall be expressed to be made in the name of the Executive Council and shall be executed for and on behalf of the Council by the Director.

## **19. Funds of the Council**

### **1. Corpus Fund of the Council:-**

- (1) The Government may, after due appropriation made shall earmark a Corpus Fund adequate to generate funds by way of interest required for the performance of the functions of the Council.
- (2) The Government may reallocate to the Council, with immediate effect, the Plan and Non-Plan allocations of the erstwhile Gazetteers Department for the current year under a new head of account and in the ensuing years necessary provisions may be made in the State Budget for the Council, till such time when the interest from the Corpus Fund is available to carry out the functions envisaged in the Memorandum of Association.

## 2. Sources of the Fund:-

- (1) Interest from the Corpus Fund, Budget allocations and grants made by the Centre and State Governments.
- (2) Project fund raised by the Council and fund raised by Collaboration procedures.

The proposal for collaboration can either be initiated by the Director of the KCHR or a national or international research institution or University created by law or statute in the place of its origin pursuing objectives similar to those of the Council. The proposal for collaboration so received will be placed before the Research Committee to examine its feasibility and relevance.

Based on the recommendations of the Research Committee, the Director shall hold discussion with the Institute considered for collaboration and draft the Memorandum of Understanding.

The Director shall place the draft of the Memorandum of Understanding before the Executive Council and on approval by the Executive Council the Memorandum of Understanding will be signed by the Director with the Institution/University.

The Director shall oversee the operational part of the Memorandum of Understanding.

- (3) Income and receipt from publications.
- (4) Collaboration procedures will be as follows.
  - (1) The proposal for collaboration can either be initiated by the Director of the KCHR or a national or international research institution or University created by law or statute in the place of its origin pursuing objectives similar to those of the Council. The proposal for collaboration so received will be placed before the Research Committee to examine its feasibility and relevance.
  - (2) Based on the recommendations of the Research Committee, the Director

shall hold discussion with the Institute considered for collaboration and draft the Memorandum of Understanding.

- (3) The Director shall place the draft of the Memorandum of Understanding before the Executive Council and on approval by the Executive Council the Memorandum of Understanding will be signed by the Director with the Institution/University.
- (4) The Director shall oversee the operational part of the Memorandum of Understanding.
- (5) The Council shall have its own Fund and all sums which may from time to time, be paid to it from the State Government and all other receipts of the Council shall be carried to the Fund and all payments by the Council shall be made there from.
- (6) As the Council is permitted to have a corpus fund intended to generate interest adequate enough to sustain its activities the Executive Council shall deposit its funds in such manner as determined by the Executive Council in consultation with Government.
- (7) The Executive Council may spend such sums as it thinks fit for the performance of its functions, and such sums shall be treated as expenditure payable out of the Fund of the Council.
- (8) The Executive Council shall have power to prescribe the rules for transacting the financial business of the Council.
- (9) The Executive Council may in pursuance of its objects.
  - (a) Invest and deal with funds and monies of the Council
  - (b) Borrow and raise monies on mortgages, promissory notes or other securities funded or based upon all any of the properties and assets of the Council or without any securities.
  - (c) Draw, accept, make endorse, discount and deposit promissory notes, bills of exchanges, cheques or other negotiable instruments.

- (d) Create reserve fund, sinking fund, insurance fund or any other special fund whether for depreciation, repairs, improvement, extension or maintenance of any of the properties or rights of the Council and/or for recouping wasting assets and for any other purpose for which the Council deems it expedient or proper to create or maintain any such fund or funds.
  - a. The Council may purchase, hire, lease, exchange or other wise acquire property movable or immovable tangible or intangible (including copy rights, patents and intellectual properties) and construct, alter and/or maintain such buildings and works as may be necessary for carrying out the object of the Council.
  - b. The Council may sell, hire, lease, exchange or otherwise transfer or dispose of all or / and property, movable or immovable of the Council provided that for the transfer or immovable property approval in writing of the Government of Kerala is obtained.
  - c. The income and property of the Council however derived shall be applied towards the promotion of the objects as set forth in the Memorandum of Association. No portion of the income and property of the Council shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise, however by way of profit to persons who at any time are or have been member of the Council or to any of them, or to any person claiming through them or any of them provided that nothing herein shall prevent the payment of remuneration to any member or other person in return for service rendered to the Council or for travelling allowance, halting allowance and other similar charges.
3. Budget:- The Council shall prepare, in such form and at such time each year, as may be prescribed, a budget in respect of the financial year next ensuing showing estimated receipts and expenditure, and copies thereof shall be forwarded to the State Government.
4. Annual Report:- The Council shall prepare once in every year, in such form and at such time as may be prescribed, an annual report giving a true and full account

of its activities during the previous year, and copies thereof shall be forwarded to the Patrons of the Council and to the State Government.

**5. Account and audit:-**

- (1) The Council shall cause to be maintained such book of account and other books in relation to its account in such form and in such manner as may be prescribed.
- (2) Audit shall be conducted by concurrent audit of Local fund in addition to the Audit of Chartered Accountant and Accountant General.
- (3) The Council shall cause regular accounts to be kept of its money and properties. The accounts shall be maintained in such forms as may be prescribed by the Register of Societies of the State Government in keeping with rules in force under the Travancore Cochin Literary, Scientific and Charitable Societies, Registration Act XII of 1955.

**20. Powers to make Regulations**

The Executive Council may make regulations not inconsistent with the Memorandum of Association and the rules made there under, for transaction of its business and for such other matters as are necessary for the purposes of giving effect to the aims and objectives of the KCHR.

**21. Amendments of the rules**

The Executive Council may 2/3<sup>rd</sup> majority amend these Rules in such a manner as the Executive Council may decide subject to the condition that the amendments shall not be effected without the approval of the Commissioner of Income Tax, Thiruvananthapuram.

**22.** If the Council needs to be dissolved, it shall be dissolved as per provision laid down under the Travancore Cochin Literary, Scientific and Charitable Societies Registration Act XII of 1955.

**23.** If, on the winding up of or dissolution of the Council there shall remain after the satisfaction of all its debts and liabilities, any property whatsoever the same shall

not be paid to, or distributed among the members of the Council or any of them but shall accrue to the Government of Kerala by escheat.

(A) The investments or the Funds including surplus funds of the Society shall be strictly in accordance with the provisions of Sec. 11 (5) read with section 13 (1) (d) of the Income Tax Act, 1961.

(B) The Society does not intend to run any business activity and shall only undertake activities as provided in the object clause of the Memorandum of Association and such activities in pursuance of the objects as above shall be carried out only in India.

**24. Miscellaneous :-**

Once in every year a list of members of the Executive Council shall be filed with the Register of societies as required under the Travancore Cochin Literary, Scientific and Charitable Societies Registration Act XII of 1955.

25. The income and funds of the Society shall be solely utilized for the objects as provided here in and no portion of it to be utilized for payment to undue benefit of the members/office bearers in any manner.

**Certified that this is a correct copy of the Rules and Regulations of the Kerala Council for Historical Research.**

1. Dr. P.J. Cherian, Director, KCHR
2. Dr. M. Velayudhan Nair, Director, Archaeology Department

# Service Rules

## Introduction:

**Whereas** the Kerala Council for Historical Research (KCHR) was established under the provisions of Travancore-Cochin Literary, Scientific and Charitable Societies Registration Act XII of 1955 and registered on 17<sup>th</sup> March, 2001, is an autonomous research organisation.

**Whereas** Clause 20 of the Rules and Regulations of the KCHR provides that the Executive Council may make regulations not inconsistent with the Memorandum of Association and the rules made there under for transaction of its business and for such other matters as are necessary for the purposes of giving effect to the aims and objectives of the Kerala Council for Historical Research (KCHR) and clause 12 (2) provides the conditions of services of the officers and employees of the Council shall be governed by regulations made by the Executive Council from time to time.

**Whereas** the Executive Council have considered the draft of the service rules and have approved the same on 16<sup>th</sup> February 2004.

It is provided as follows:

## Service Rules

### *General Scope*

- (a) These Rules may be called the "KCHR Service Rules".
- (b) These rules shall apply to all the employees of the KCHR. But employees coming within the category of contract employees, temporary employees, casual employees, deputationists, part-time employees and employees under fixed tenure basis shall not to be covered by these rules except to the extent specifically provided for them in the rules.



- (c) These rules shall be deemed to have come into force with effect from the date of approval of these rules by the Executive Council of the Kerala Council for Historical Research (KCHR).
- (d) When a doubt arises as to the interpretation or application of any of these rules, the matter shall be referred to the Executive Council and its decision shall be final.

## **Chapter - I**

### **Definitions**

Unless the context otherwise requires, the following are the definitions:

- a) **“Council”** means the Kerala Council for Historical Research, registered under the Travancore-Cochin Literary, Scientific and Charitable Societies Registration Act XII of 1955
- b) **“KCHR”** means Kerala Council for Historical Research
- c) **“Executive Council”** means the Executive Council of the KCHR
- d) **“Chairman”** means the Chairman of the Executive Council
- e) **“Director”** means the Director of the KCHR
- f) **“The Government”** means the Government of Kerala
- g) **“Union Government”** means the Government of India
- h) **“Competent Authority”** In respect of an employee, means the authority to whom such power has been duly delegated, and where no such specific delegation has been made, the competent authority is the Director of the Council.
- i) **“Academic Staff”** means those who are engaged in academic and research work.
- j) **“Non-Academic Staff”** means all employees other than the academic staff and shall include administrative and library staff and any other staff included under this category from time to time.

**k) Permanent Post:** Means a post carrying a definite rate of pay sanctioned without limit of time.

**l) Temporary Post:** means a post created on temporary basis with monthly consolidated emoluments and with or without limit of time.

**m) Probation:** A person is on probation, when appointed to a post for determining fitness for eventual substantive appointment to the post.

**n) Probationer:** Is an employee who is provisionally employed to fill a permanent vacancy in a post and has not completed the probationary period stipulated in his appointment letter or in the absence of any stipulation in the appointment letter by these rules. The initial period of probation shall be one year on duty within a continuous period of service of two years subject to extension for a maximum period of one year. However, the probationer shall continue to be on probation until he is confirmed by a specific order of the Director/competent authority. The Director or the competent authority may at his/its discretion terminate the services of a probationer at any time during the period of probation and for doing, so it shall not be necessary to give any previous notice or assign any reason or pay any compensation and such termination shall not be in any manner construed as termination in pursuance of any disciplinary action or as a punishment.

**o) Trainee or Intern:** Is a person who is engaged for the purpose of learning work or research with or without stipend/allowances.

**p) Casual Employee:** Is one whose employment is of a casual nature.

**q) Confirmation:** At the end of probationary period an employee may be confirmed by the Director/Competent Authority if his performance and conduct and character are found satisfactory during the period of probation.

**r) Joining Time:** Means the time allowed to an employee to join a post.

**s) Duty :** Includes:

- i) Service as a probationer provided such service is followed by confirmation
- ii) Joining time
- iii) Performance of work assigned to staff by their Supervisor/Director.

- iv) A course of instruction or training or project work, which an employee undergoes, specifically ordered by the Director to be treated as duty.
  - v) All periods which are specifically ordered to be treated as duty by the Director.
- t) Lien:** Means the right of an employee to hold substantively a permanent post.
- u) Foreign Service:** Means service in which an employee receives his pay with the sanction of the Director from any source other than its own funds.
- v) Holidays:** means as holiday prescribed or notified “under the Negotiable Instrument Act” and those declared by the Council from time to time. All Second Saturdays and Sundays will be holidays.
- w) Day:** Means a calendar day, beginning and ending at midnight, but an absence from Headquarters, which does not exceed 24 hours, shall be reckoned for all purposes as one day, at whatever hours the absence begins or ends.
- x) Officiate:** An employee officiates in a post when he performs the duties of a post in which another person holds a lien. The appointing authority may, if it thinks fit, appoint an employee to officiate in a vacant post on which no other employee holds a lien.
- y) Honorarium:** Means a recurring or non-recurring payment from the Council funds granted to a person including an employee engaged for such special work or as consultants, as may be determined by the Council/Director from time to time.
- z) Leave Salary:** Means the monthly amount paid by the Council to an employee on leave.
- aa) Pay:** Means the amount drawn monthly by an employee as:
- A) The pay, other than special pay or pay granted in view of his personal qualifications, which has been sanctioned for a post held by him substantively or in an officiating capacity or to which he is entitled by reason of his position in a cadre.

B) Personal Pay and any other emoluments, which may be specifically classified as, pay by the Executive Council.

**ab) Personal pay :** Means additional pay granted to an employee:

A) To save him from loss of substantive pay in respect of a permanent post due to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure.

B) In exceptional circumstances, on other relevant considerations.

**ac) Time scale of pay:** Means a scale of pay providing for minimum and maximum with increment rates. It includes the class of pay known as progressive. The time scales are said to be identical if the minimum, the maximum and the period of increment and the rate of increment of the time scales are identical.

**ad) Basic Pay:** Means the basic pay drawn by an employee in the grade in which he is employed and does not include any allowance.

**ae) Actual Pay:** Means the minimum pay of the employee in the grade plus the increments carried by the employee.

**af) Salary:** Means all emoluments, which are earned by an employee, while on duty or on leave in accordance with the terms and conditions of his employment and which are paid or are payable to him in cash and includes DA but does not include any bonus, commission, HRA, overtime-wages and any other allowance.

**ag) Subsistence Allowance:** Means an allowance paid to an employee who is under suspension pending enquiry etc as provided in rule.

**Explanation:**

Subsistence allowance shall not be treated as salary or any other remuneration.

**ah) Travelling Allowance:** Means an allowance granted to an employee to cover the expenses, which he incurs in travelling in connection with the affairs of the Council. It includes allowances granted for the maintenance of conveyance.

**ai) Public Conveyance:** Means a train, bus, boat or other conveyance, which plies regularly for the conveyance of passengers.

**aj) Medical Certificate:** Means Medical Certificate from any Medical Officer serving under State/Central Government or any Hospitals approved by the Director. However, the Director shall have the discretion to accept any other Medical Certificate in case of any special circumstances.

**ak)** The word “he” with its derivatives shall be and include the word “she” with its derivatives, the singular numbers shall mean and include the plural numbers and vice-versa wherever relevant.

## **Chapter II**

### **I. General Conditions of Service**

#### **1. Classification of Employees:**

- a) Permanent
- b) Probationer
- c) Temporary
- d) Casual (daily wages or otherwise)
- e) Employees appointed for fixed period on contract basis
- f) Project Staff

#### **2. Categorisation of Employees:**

Cadres and the posts under the Council shall be decided upon by the Executive Council from time to time.

- a) Academic Staff shall include Director, Research Officer, Academic Co-ordinator
- b) Administrative staff shall include administrative and library staff.
- c) Other Categories include Project staff and research assistants.

#### **3. Fitness:**

- a. No person may be appointed to a post in the Council, without his producing a medical certificate of health by a Medical Officer not below the rank of an Assistant Surgeon.

- b. No person shall be appointed to any post unless the appointing authority is satisfied that he possesses the character and antecedents.

#### **4. Methods of Recruitment:**

The Qualifications for Recruitment to the posts in various cadres in Council shall be such as may be determined by the Executive Council from time to time.

Recruitments to the post may be made:

- (a) by direct recruitment, either by means of an advertisement or otherwise, as approved by the Executive Council from time to time
- (b) by promotion
- (c) by appointment of employees on deputation from Govt. Dept. and other institutions and
- (d) Contract Recruitment.

#### **5. Recruiting Authority**

Chairman and the Director and a Subject Expert to be nominated by the Chairman in consultation with the Director.

#### **6. Appointments:**

Appointments to the post shall be made by the Chairman/Director on the recommendations of the concerned selection committee.

##### **a. Appointing Authority**

For the day -to- day operation of the rules, the appointing authority for different posts shall be the Director.

##### **b. Ad hoc Appointments**

Notwithstanding anything contained in the above rules, the Executive Council/Chairman may, by a general or special order, and subject to such conditions as it may specify in such order, delegate to the Director the power to make ad hoc appointments against vacant posts.

## II. Other Service conditions

1. **Conduct:** Every employee is expected to conduct himself in a way befitting his position and prestige of the Council. He shall co-operate with his fellow employees and Council in maintaining the best congenial atmosphere of the Council, which would be conducive to the attainment of the objectives of the Council and fostering healthy relationship within the Council.
2. **Duties and obligations of employees:**
  - a) Every employee shall carry out the work, which he has been assigned, conscientiously and to the best of his ability and in accordance with the rules or discretion or the general instructions given to him by the Director directly or through delegated authority. Each employee is responsible for and shall take proper care of all machines, equipments, fittings, furniture, paper, files, documents, records and other property of the Council generally or specifically entrusted to him. He shall not take out of the premises any such property without authority from the Director/Competent Authority, neither shall he conceal or attempt to conceal any such article or material. Every employee shall take precautions to safe guard the Council property and to prevent accident or damage to it and shall at once report to his superior officer of any loss, damages/defect that he may notice in any equipment or other property. He shall also immediately report to his superior any defect which he may notice and which might endanger himself or any other person or might result in damage to the Council's or any person's property. It is the duty of every employee to see that his machine, furniture, account books, files etc. and/or work place is kept clean and tidy. Strict observance of all general safety measures including those relating to fire prevention is necessary on the part of every employee.
  - b) Unless in any case it be otherwise distinctly provided, the whole time of an employee is at the disposal of the Council which pays him and he may be employed in any manner required by the Director/Competent Authority without claim for additional remuneration, whether the services required of him are such as would ordinarily be remunerated from the Council's funds.

- c) Every Employee must attend the Council punctually. Disciplinary action may be taken against the person concerned for late attendance or absence without permission.
  - d) Notwithstanding anything contained in any of the rules in this part, where an employee unauthorisedly absents himself from duty on account of participation in any strike, it shall cause interruption in service entailing forfeiture of salary during the strike period and even of past service.
  - e) In the case of forfeiture of past service under the above clause, he shall lose the benefits of all increments earned by him in the scale of pay of the post which he was holding at the time of interruption and such past service shall not count for purposes of increment or leave.
3. **Provident Fund:** An employee shall be required to subscribe to a Provident Fund or similar fund in accordance with the rules the Council may by order prescribe from time to time.
- 4 **Resignation:** Subject to the acceptance of resignation by the competent authority, a permanent/ temporary employee may, by notice of three months/ one month in writing addressed to the appointing authority resign from the service of the Council or by payment of salary in lieu thereof. Provided the appointing authority may, if it deems proper, in any case permit a permanent/ temporary employee to resign the service on notice of less than three months/ one month.
- (a) **Authority competent to accept resignation:** The appointing authority in respect of the service or post on question is the authority competent to accept the resignation of the members of the staff of the Council.
  - (b) **Circumstances under which resignation should not be accepted:** It is not in the interest of the Council to retain an unwilling employee in service. The general rule, therefore, is that resignation from service should be accepted after settling the liabilities outstanding against the incumbent, except in the circumstances indicated below:



- (i) Where the employee concerned is engaged on work of importance and it would take time to make alternative arrangements for filling the posts, the resignation should not be accepted straight-away, but only when alternative arrangements for filling up the post have been made.
  - (ii) Where an employee of the Council who is under suspension submits a resignation, the competent authority should examine, with reference to the merits of the disciplinary case pending against him/her, whether it would be in the public interest to accept the resignation. Normally, as employees are placed under suspension only in case of grave delinquency, it would not be correct to accept a resignation from an employee under suspension. According to this rule where the alleged offences do not involve moral turpitude or where the quantum of evidence against the accused employee is not strong enough to justify the assumption that if the disciplinary proceedings were continued, the employee would be removed or dismissed from service or where the disciplinary proceedings are likely to be so protracted that it would be cheaper to the Council's fund to accept the resignation.
- (c) **Date when a resignation becomes effective:** The competent authority should decide the date from which the resignation should become effective. In cases covered by the above rule, the date should be that with effect from which alternative arrangements can be made for filling the post. Where an employee is on leave, the competent authority should decide whether he will accept the resignation with immediate effect or with effect from the date following the termination of the leave, taking also into account the period of notice required to be given while resigning a post.

**(d) Authority competent to permit withdrawal of resignation:** A resignation becomes effective when it is accepted and the employee is relieved of his duties. Where a resignation has not become effective and the employee wishes to withdraw it, it is open to the authority, which accepted the resignation either to permit the employee to withdraw the resignation or to refuse the request for such withdrawal. Where, however, a resignation has become effective, the employee is no longer in the service of the Council and acceptance of the request for withdrawal of resignation would amount to re-employing him in service after condoning the period of break.

### **III. Tenure**

#### **1. Probation on Promotion:**

- a) Every person appointed to a post by promotion shall be on probation for a period of one year on duty within a continuous period of service of two years in the same post or in a higher post for determining his fitness for eventual continuance/confirmation in that post, Director may extend the period of probation for further period not exceeding one year if the said authority is satisfied that the employee has not established his fitness eventual continuance/confirmation in the post against which he is promoted.
- b) If the Director/Competent Authority decides that a person is suitable for continuance/confirmation in the post to which he is promoted on probation and has completed the prescribed period of probation satisfactorily, it shall pass an order that he has satisfactorily completed the probation.

**2.** An employee whose probation has been declared as satisfactorily completed may be confirmed as a permanent employee at the discretion of the Director/Competent Authority provided there is a vacancy in the post. Where a person appointed direct or by promotion to a post on probation is found unsuitable to hold the post during the period of probation or during the extended period of probation or has not completed

the prescribed period of probation satisfactorily the Director/Competent Authority may :

1. if he is direct recruit, terminate his service without notice
2. if he is a person appointed by promotion, he will be reverted to the post held by him immediately before such promotion.

### **3. Termination of Service:**

- (i) The Director or the competent authority may terminate the service of a temporary employee/apprentice trainee/casual employee without any notice or pay in lieu thereof.
- (ii) A permanent employee or an employee confirmed in the service of the Council may be discharged by the Director/Executive Council on any reasonable cause or on abolition of the post after giving one month notice or pay in lieu thereof, and offering compensation if any payable under the law. Provided that no such notice or compensation shall be necessary in case the termination is based on disciplinary proceedings or conviction by a court of law, in a criminal case involving moral turpitude. Provided further that if the employee has earlier been confirmed in any other post and that post has not been abolished he has to be reverted to that post and if on such reversion there is shortage of post to accommodate him, and all other persons who hold confirmation in such other post, such number of persons who are found to be in excess of the number of posts may be discharged from service by the Director/Competent Authority and such discharge or reversion shall be in accordance with the principles of seniority.
- (iii) An employee whether he has been confirmed or not may be discharged at any time by the Director /Executive Council, if he is found by a medical board constituted by the Director/Competent authority to be physically or mentally unfit for the work for which he is engaged.
- (iv) An employee, who is engaged in or whose duties are of confidential nature may be terminated at any time by the Director /Executive Council, if the Director /Executive Council has reason to believe that

the continuation of the employee in employment is likely to affect the security of information or functioning of the Council.

- (v) The termination as stated in sub clause (iv) shall be only after giving a reasonable opportunity to the employee concerned for giving his explanation regarding the termination of service. However, it is specifically provided that the termination as above shall not be construed as termination by way of punishment.

#### **4. Disciplinary Action**

1. Any employee of the Council may, for good and sufficient reasons by imposing any of the following penalties, namely
  - a. censure,
  - b. fine,
  - c. withholding of increments with or without cumulative effect,
  - d. withholding of promotion,
  - e. recovery from pay of the whole or part of any pecuniary loss caused to the Council, by negligence or breach of orders or otherwise,
  - f. reduction to a lower rank,
  - g. compulsory retirement,
  - h. dismissal from service
2. No kind of punishment shall be awarded to an employee unless he has been informed in writing of the grounds it is proposed to take action against and he has been afforded an opportunity including a personal hearing to defend himself. Before imposing the penalties (f), (g) & (h) above domestic enquiry in compliance with the principles of natural justice be held. Every order awarding punishment shall be communicated to the employee concerned in writing stating the grounds on which the punishment has been awarded.
3. An authority competent to appoint an employee may suspend him/her pending enquiry into serious charges against such employee. An employee under suspension shall be entitled to subsistence allowance at the rate admissible to State Government employees under the Kerala Service Rules.

**5. Retirement:** The age of retirement of the members of the academic staff in permanent whole-time service shall be the completion of the age of 60, and that of the non-academic staff shall be the completion of the age of 58. The age of retirement of the employees in the last grade service will be the completion of 60 years. An employee shall retire from the service with effect from the afternoon of the last day of the month irrespective of whether the date of retirement happens to be the last day of the month or any day prior to the last day. For example, a non-academic employee whose date of birth is 04-03-1922 will retire on 31-03-1980 (instead of on 04-03-1980). On the other hand, a non academic employee whose date of birth is 01-05-1933 will retire on 30- 04-1991. An employee may retire from the service any time after completing a qualifying service of twenty years or after attaining the age of 50 years, whichever is earlier, provided that he/she shall give in this behalf a notice in writing to the Council at least 3 months before the date on which he/she wishes to retire.

**6. Compulsory Retirement:** An employee shall be liable to be compulsorily retired in the interest of the Council, after a minimum period of 20 years of service or after attaining the age of 50, whichever is earlier. The compulsory retirement or superannuation of an employee shall take effect from the afternoon of the last day of the month on which he attains the age or service as provided in these rules.

7. An employee shall be retired compulsorily by the Executive Council, if he is consistently inefficient, whose record of service is unsatisfactory or whose continuance in the service is detrimental to the interests of the Council.

8. A person who has been dismissed, compulsorily retired or removed from the service of the Council shall not be eligible for future appointment in the Council.

#### **IV. Pay**

1. Except in the case of personal pay, the pay of an employee shall not be so increased to exceed the pay sanctioned for the post.
2. An employee on his first appointment to a post on a time scale of pay shall draw as initial pay the minimum of the time scale.

However, the appointing authority may permit him to draw pay at higher stage.

3. Where an employee holding a post/grade is appointed to a post/grade on a higher time scale, his initial pay in the new post/grade shall be fixed at the stage next above the pay notionally arrived at in the lower time scale of pay by increasing the pay drawn by the employee in the time scale of the lower post/grade by an increment. A re-fixation of pay will be allowed whenever there is a change of pay in the lower time-scale.

Note: A scale of pay shall be reckoned as higher time scale on the following principles:

- A) According to the higher maximum.
- B) If the maximum is the same according to the higher minimum.
- C) If the maximum and minimum are the same, according to rate of increment.

Special pay granted in lieu of a higher time scale and drawn continuously for a minimum period of one year shall be taken into account for the purpose of fixation of pay.

#### **4. Increment:**

- A) An employee will be eligible to draw the 1<sup>st</sup> increment from the date on which he is confirmed in service. An increment shall ordinarily be drawn as a matter of course unless it is withheld. An increment is granted from the first day in which it falls due.
- B) An employee will be eligible for next and subsequent increments only after completion of 12 months continuous service from the date of previous increment. But this is subject to the following:
  - I) Increment shall depend on efficiency and conduct.
  - II) The period of service on extra ordinary leave other than on medical grounds, periods of unauthorized absence, or any authorized absence during which an employee is not eligible for pay as also periods of suspension (other than suspension, which is later regularized on the employee being absolved of the charges) will not count for increment.

- III) The period during which an employee is on deputation shall be reckoned for the purpose of increment but subject to terms and conditions of the deputation.

Increment has to be sanctioned by the Director/Competent Authority before an employee becomes eligible for the same. The Director/Competent Authority reserves the right to withhold or postpone or refuse any increments for such period as may be decided by the Director/Competent Authority with or without cumulative effect if in the opinion of the Director/Competent Authority there are sufficient reasons to do so. In the case of the Director, Chairman/Competent authority is the sanctioning authority for his increment.

5. Notwithstanding anything contained in any of the rules in this part, where an employee unauthorisedly absents himself from duty on account of participation in any cessation of work, it may entail interruption in service resulting in forfeiture of past service. Provided that the Director /Executive Council may at its discretion decide that the period of such unauthorized absence be treated as "dies non".
6. In this rule a cessation of work means cessation of work by a body of employees in the services of the Council acting in combination or a concerted refusal or a refusal under a common understanding of any number of employees who are or have been so employed to continue to work or to accept employment. Refusal of work though physically present at the place of duty by resorting to pen-down strike or stay in strike, go-slow or other methods shall also be construed as cessation of work.
7. Where the period of unauthorized absence is treated as "dies non" the employee shall lose the pay and allowances for the period and the benefit of such period being counted for leave.
8. Provided that the Executive Council shall have the right to relax or to waive the consequences referred to in clause above.

## **Chapter III**

### **Leave Rules**

1. In these rules:

- (i) Leave includes “Earned Leave”, “Half-pay Leave”, “Commutated Leave” “Leave without Allowances”, “Leave Not Due” and “Maternity Leave”.
- (ii) “Half Pay Leave” means leave earned in respect of completed years of service calculated according to the rules hereinafter contained.
- (iii) “Commutated Leave” means leave provided hereinafter.
- (iv) “Completed years of Service” means continuous service of the specified duration under KCHR and includes periods of leave availed including extraordinary leave.

**2. Right of Leave**

Leave cannot be claimed as a matter of right, and when the exigencies of service so demand, leave of any description may be refused or revoked by the leave-sanctioning authority.

**3. Earning of Leave**

Except as otherwise provided in these rules, leave shall be earned by periods spent on duty only.

**4. 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 preceding the day on which duty is resumed.
- b. Sundays or other holidays may be prefixed as well as suffixed to all kinds of leave including leave without allowances.

**5. Return to Duty on Expiry of Leave**

- (a) Except with the permission of the authority, which granted the leave, no person on leave may return to duty before the expiry of the period of leave granted to him/her.



(b) A person who has been granted leave on medical certificate will be required to produce a medical certificate of fitness before resuming duties in such manner and from such person as may be prescribed.

6. Combination of Leave

Except otherwise provided in these rules any kind of leave under these Rules, may be granted in combination with or in continuation of any other kind of leave.

7. Grant of leave beyond the date of retirement

No leave shall be granted beyond the date on which an employee must retire on the normal date of retirement.

Provided that if sufficiently before the date of normal retirement an employee has been denied in whole or in part, on account of exigencies of service, any leave applied for and due as preparatory to retirement, then he/she may be granted, after the date of normal retirement, the amount of leave which was due to him/her on the said date of normal retirement subject to the maximum limit of 120 days.

8. Conversion of one kind of leave into other kind

(a) At the request of an employee, the Director may sanction conversion of any kind of leave including extraordinary leave, retrospectively into leave of a different kind, which may be admissible as on the date on which the conversion is sought but a person cannot claim such conversion as a matter of right.

(b) If one kind of leave is converted into another, the amount of leave salary admissible as on the earlier date from which leave is being converted shall be recalculated and arrears of leave salary paid or amounts over drawn recovered, as the case may be.

9. Leave should always be applied for and sanctioned before it is availed of except, in case of emergency and for satisfactory reasons.

10. The leave year shall run from 1<sup>st</sup> January of every year to the 31<sup>st</sup> December of that year.

11. The Director shall be the sanctioning authority for grant of leave, unless otherwise decided upon later.

12. The Chairman shall be the sanctioning authority for grant of leave to the Director unless otherwise decided upon later.

13. Earned Leave:

(i) The earned leave admissible to an employee shall be one-eleventh of the period spent on duty.

(ii) An employee shall cease to earn when earned leave accumulated totals to 240 days.

(iii) The maximum earned leave that can be granted to an individual at a time shall be 120 days.

(iv) Earned leave may be granted to an employee exceeding a period of 120 days if the entire leave so granted or any portion thereof is spent outside India. Provided that where earned leave exceeding a period of 120 days is granted under this sub-rule, the period of such leave spent in India shall not in the aggregate exceed 120 days.

14. Half-Pay Leave

The "Half-Pay Leave" admissible to an employee in respect of each completed year of service shall be 20 days. The "Half-Pay Leave" may be granted to an employee on Medical Certificate or on private affairs.

15. Commuted Leave

Commuted leave not exceeding half the amount of half-pay leave may be granted on medical certificate or on private affairs subject to the following conditions:

a) Commuted leave during the entire service shall be limited to a maximum of 240 days. The total period of earned leave and commuted leave taken in conjunction shall not exceed 240 days at a time.

b) When commuted leave is granted, twice the amount of such leave shall be debited to the half-pay leave.

- c) Commuted leave should be sanctioned only if the Director is satisfied that there is a reasonable chance of the incumbent rejoining duty after the expiry of the leave.

#### **16. Leave without Allowance**

The maximum period of leave that can be granted to an employee at a time shall be 90 days if he is a temporary employee and 3 years if he is a permanent employee.

#### **17. Leave Not Due**

Save in the case of leave preparatory to retirement, leave not due may be granted on half pay to an employee in permanent employment for a period not exceeding 360 days during his entire service, out of which not more than 90 days at a time and 180 days in all may be otherwise than on medical certificate. This will be debited against the half-pay leave, which the employee earns subsequently. Leave not due should be granted only if the sanctioning authority is satisfied that there is a reasonable prospect of the employee returning to duty on the expiry of the leave and earning an equal amount of half-pay leave thereafter.

#### **18. Maternity Leave**

- (i) A female employee may be granted maternity leave on full pay for a period of 135 days from the date of its commencement.
- (ii) Such leave shall not be debited to the leave account.
- (iii) Maternity leave may be combined with leave of any other kind but leave applied for in continuation of the former may be granted only if the request is supported by a medical certificate.
- (iv) Leave under sub clause (i) may also be granted to female employees in cases 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 certificate from the medical attendant.

#### **19. Casual Leave**

- (i) Casual Leave is not recognized as leave. Technically therefore an employee

on casual leave is not treated as absent from duty and his pay and allowances are not intermitted.

- (ii) The amount of Casual leave admissible is 20 days in a calendar year subject to the condition that, the total period of absence on casual leave should not exceed 15 days at a time including holidays.
- (iii) Casual leave may be combined with Sundays and other authorized holidays but not with any other kind of leave.
- (iv) When the period of continuous absence including holidays exceed 15 days the entire period of leave should be treated as either earned leave, half-pay leave, commuted leave or extra-ordinary leave.
- (v) Casual leave for half a day at a time may be granted for half days ending lunch recess or half days beginning lunch recess. Two such half days will constitute one casual leave.
- (vi) A casual leave register should be maintained to record the casual leave taken.
- (vii) With regard to employees who join the Council in the middle of a leave year, the employee will be granted casual leave in proportion to the period of duty during that year. Under exceptional circumstances the sanctioning authority will have the discretion to grant the full quota of 20 days after taking into account all the relevant considerations.

## 20. Compensatory leave

Compulsory attendance on Sundays or other Public holidays justifies the grant of compensatory leave for the number of days an employee is compelled to attend the office, unless it is imposed on him as a penalty or it is required to clear arrears for which he is personally responsible. The attendance in such cases should be with prior permission of the Director. A separate register should be kept for this purpose. The number of days of compensatory leave granted will be noted in the casual leave register. Compensatory leave to the extent actually earned may be allowed under the same conditions as prescribed for grant of casual leave. The maximum number of compensatory leave that can be earned/availed of by an employee shall be 25 days in a calendar year.

## 21. Special Casual Leave

Special Casual Leave not accounting against ordinary casual leave may be granted to an employee in the following circumstances:

- (a) When he/she is ordered by the Council to absent himself from Duty on the certificate of a medical officer or sanitary authority on account of presence of infectious disease in his house, provided no substitute is appointed and no extra cost to the Council is involved. If, however, a substitute is necessary, ordinary leave debitable to the leave account of the employee should be granted.

Note : 1. When the employee himself catches the infection, regular leave under the rules must be taken for the period of absence.

- (i) The following diseases are treated as infectious diseases for the purpose of the grant of special casual leave.
  - 1. Chicken-pox
  - 2. Typhoid
  - 3. Hepatitis
- (ii) Leave under this head shall not ordinarily be granted for a period exceeding 21 days, but in exceptional cases it may be granted, up to 30 days.
- (iii) The periods of leave specified in the rule are inclusive of Holidays.
- (b) When summoned to serve as a juror or assessor or to give evidence before the Court as a witness in civil and criminal cases in which his private interests are not in issue, the leave to cover the total period of absence necessary.
- (c) When he is bitten by a rabid animal, or if it becomes necessary to undergo anti-rabies treatment, leave to cover the actual period required for treatment.

## 22. Leave on duty

- a) A member of the Academic staff shall be eligible for leave on duty for attending /participating in academic seminars/faculty meetings/training (in line with his/her nature of duties in the Council) anywhere in India or abroad, organised

by Universities/ Academic bodies. The sanctioning authority will be the Director. In the case of the Director the sanctioning authority will be the Chairman.

- (b) A member of the non-academic staff shall be eligible for leave on duty for attending/participating technical/professional meetings (in line with his/her nature of duties in the Council) anywhere in India or abroad, organized by other agencies. The sanctioning authority will be the Director.

## **GENERAL**

### **23 (a) Study Leave**

An Employee, who has completed not less than 3 years service in the Council may be granted 1-2 year's eligible leave (such as earned leave, half pay leave, leave without allowance etc.) for undergoing a course of study for acquiring a higher qualification. Sanctioning authority would be the Executive Council.

### **24. Conditions for grant of deputation**

An employee, who has put in a minimum of 3 years regular service in the Council, may be granted deputation of service to another organization/university/Government, for a maximum period of two years, on such terms and conditions as are decided upon by the Executive Council from time to time. The request for deputation shall be made directly by the organization along with the consent of the employee.

### **25. Leave for taking up employment elsewhere**

A member of the non-academic staff, who has put in a minimum of 3 years of service in the Council shall be eligible for grant of leave with lien for taking up employment elsewhere for a period of 2 years, at the discretion of the Executive Council. Leave beyond 2 years may be granted in the case of employees with more than 12 years of service at the Council at the rate of one year for each block of 6 years in excess of 12 years. Thus an employee with 13-16 years of service at the Council may avail leave up to 3 years, 19-24 years up to 4 years and 25-30 years up to 5 years, which will be the maximum. The ceilings specified above shall be for the entire period of service irrespective of the leave being taken continuously or in broken intervals.

**26. Eligibility of leave to staff appointed on adhoc basis for a specific period.**

The staff appointed on adhoc basis for a specific period (and on consolidated emoluments) shall be eligible for casual leave only which will be granted in proportion to the period of appointment.

**27. A leave account shall be maintained for each employee.**

**28. Leave surrender for encashment at the time of retirement**

The employee in the service of Council may surrender the earned leave to their credit, subject to a maximum of 300 days at the time of their retirement from the Council, subject to the following conditions. Commuted half-pay leave can be utilized to complete the period of 300 days in case there is a deficiency.

- (i) retirement for this purpose means retirement on attaining the normal age of superannuation, or on voluntary retirement, as stipulated.
- (ii) The employee shall be eligible for his total emoluments for the period of leave surrendered at the rates applicable as on the date on which surrender has been requested for. Leave salary will be calculated as 1/30<sup>th</sup> of the monthly salary per day irrespective of the month in which leave is surrendered.
- (iii) An entry to that effect will be made in the Service Book.

**29. Leave rule applicable to the staff appointed in specific Research projects.**

The staff appointed for fixed periods for specific research projects/studies undertaken by the Council from time to time shall be entitled to the following categories of leave: If the appointment is for one year or less

- a) Casual leave - 15 days per calendar year.
- b) Leave with out allowances only if it does not affect the time bound completion of the project.

If the appointment is for more than one year

- (a) Casual leave - 15 days per calendar year
- (b) Earned leave - one-eleventh of the period spent on duty

### **Attendance Register of KCHR employees**

- a) This register should be signed by all the employees working in Kerala Council for Historical Research, Nalanda, Thiruvananthapuram.
- b) The register should be signed in the morning and at the close of office hours in the evening.
- c) The register will be checked by the Officer-in-Charge (Administration) on day-to-day basis and the Director periodically.
- d) A statement showing the details of the leave taken by each employee will be submitted to the Director along with the leave application received from the concerned employee.
- e) All leave applications duly recommended by the Officer-in-Charge/ Finance Officer should be forwarded to the Director. Only leave authorized by the Director will be taken into account.
- f) As far as possible, leave application should be submitted before proceeding leave. In case, this is not possible, immediately on joining, the leave application should be submitted.
- g) In case, an employee wants to leave the office for a short time, or will be coming late to office, the same should be reported to the Director and only on prior permission from the Director, such absence will be granted.
- h) The above rule is applicable to all the employees of KCHR.

### **Attendance Register of the Director**

- a) This register is to record the attendance and movements of the Director, Kerala Council for Historical Research, Nalanda, Thiruvananthapuram.
- b) Secretary to the Director will maintain this register.
- c) Leave and other movements of the Director will be recorded in this register and all the leave applications should be forwarded to the Chairman for sanction/authorization. Only authorized leave will be accounted.



- d) As far as possible leave applications should be submitted before proceeding leave and in exceptional cases this is not possible, such leave applications may be submitted immediately on return after the leave.
- e) A leave register will be maintained recording all the leave taken, balance leave in credit etc.
- f) This register should be submitted before the Director, periodically for the correctness of the entries recorded and rectification of the mistakes then and there.

## **CHAPTER - IV**

### **Travelling Allowance**

1. For the purpose of calculating travelling allowance, the employees are classified into the following five grades:

- 1. A Grade      Rs.16, 000/- and above
- 2. B Grade      Rs. 8,000/- and above but less than Rs. 16,000/-
- 3. C Grade      Rs. 6,500/- and above but less than Rs. 8,000/-
- 4. D Grade      Rs. 4,100/- and above but less than Rs. 6,500/-
- 5. E Grade      Below Rs. 4,100/-

The Members of the Executive Council shall be classified as persons belonging to the Grade - A. Actual pay means pay plus personal pay and special pay.

Pay of an employee drawing a consolidated salary will be reckoned as pay notionally arrived at, together with the Dearness Allowance admissible on that notional pay at the time of appointment such that they add up to the consolidated pay.

2. The following are the different kinds of travelling allowance which may be drawn in different circumstances by employees.

- (A) Permanent travelling allowance
- (B) Mileage allowance
- (C) Daily allowance
- (D) Actual travelling expenses

3. Travelling allowance including daily allowance shall be forfeited or deemed to have been relinquished if the claim for it is not preferred within one year from the date of completion of the journey.
4. A permanent monthly travelling allowance may be granted by the Director to an employee whose duties require him to travel extensively within Trivandrum or outside as the case may be under conditions which do not render him eligible for daily allowance.

An employee shall not be entitled to permanent travelling allowance during periods of continuous leave exceeding 15 days (including holidays prefixed and/or suffixed.)

#### **Mileage allowance**

A mileage allowance is an allowance, calculated on the distance travelled, and is given to meet the cost of particular journey.

- a) For the purpose of calculating mileage allowance a journey between two places is held to have been performed by the shortest of two or more practicable routes or by the cheapest of such routes as may be equally short, provided that when there are alternative railway routes and the difference between them in point of time and cost is not great, mileage allowance may be calculated on the route actually used.
- b) The shortest route is that by which a traveller can most speedily reach his destination by the ordinary modes of travelling.
- c) In the case of air journeys, rail journeys or road journeys, if the travel was not performed in the shortest route due to exigencies of work, the reason thereto are to be recorded, and the Director, at his discretion, may admit the claims preferred.

#### **Mileage allowance for journeys by Road**

For journeys by public conveyance, the employees will be paid actual bus fare plus incidental expenses as admissible for journeys by staff car. The existing provision for

claiming road mileage for journeys by rail or road, irrespective of whether the places are connected by rail or not, will continue.

- A Grade : Actual fare by any type of public bus, including Air conditioned bus; or At prescribed rates for taxi/own car when the journey is actually performed by own car/taxi; or At prescribed rates for auto rikshaw for journeys by Auto rikshaw, own scooter/motor cycle etc.
- B Grade : Same as for A Grade
- C Grade : Same as for B Grade with the exception that journeys by air-conditioned bus will not be permissible
- D Grade : Actual by any type of public bus other than air conditioned bus; or at prescribed rates for auto rickshaw for journeys by auto rikshaw, own scooter/motor cycle etc.
- E Grade : Actual fare by ordinary public bus or at prescribed rates for auto rikshaw for journeys by auto rikshaw, own scooter/motor cycle etc.

For journeys by train, the employees will be entitled to reimbursement of the expenses as follows:

- A Grade : AC First Class
- B Grade : II AC, 2 Tier Sleeper
- C Grade : First Class/II AC Two tier/AC Chair Car
- D Grade : First class/ AC II tier sleeper
- E Grade : Second class sleeper

The Director at his discretion may allow an employee to travel in the higher class than his eligibility in case of exigencies.

Employees who are entitled to travel by air may, with the prior approval of the Director, opt to travel by air-conditioned First Class, such that the actual train fare plus incidental expenses should not exceed actual plane fare by the shortest route plus Daily allowance.

The reservation charges paid for train/bus journeys and the charges for the sleeper berths are reimbursable.

Employees who claim fare for First Class/II AC sleeper Class should furnish the following Certificate in their TA Bills : "Certified that I have actually travelled in the class of accommodation for which fare is claimed in this Bill".

Travel by Special Conveyance:

For journeys performed in own car/taxi	Rs.8/- per km.
For journeys performed in auto rikshaw/own scooter	Rs.4/- per km.

An employee claiming road mileage for a journey will be required to furnish a certificate "I certify that the road journeys for which mileage has been claimed at the rate were performed in my own car/rented car, whose Registration No. is....."

Half daily allowance will be admissible for intermediate halts beyond 200 kms. when the journey is performed in the office car.

Incidental expenses admissible will be as follows:

If travelled by office car:

A Grade employees	:	25 paise per km.
B Grade employees	:	15 paise per km.
C, D & E Grade employees	:	10 paise per km.

If travelled by train/bus:

A Grade employees	:	1/3 <sup>rd</sup> of the train/bus fare or Rs.100/- which ever is less
B Grade employees	:	1/3 <sup>rd</sup> of the train/bus fare or Rs.75/- which ever is less.
C Grade employee	:	1/3 <sup>rd</sup> of the train/bus fare or Rs.65/- which ever is less.
D Grade employee	:	1/3 <sup>rd</sup> of the train/bus fare or Rs.50/- which ever is less.

Daily allowance is a uniform allowance for each day's absence from Headquarters which is intended to cover the ordinary daily charges incurred by an employee in consequence on such absence.

Unless in any case it may other wise expressly provided in these rules, a daily allowance may be drawn while on tour by every employee whose duties require that he should travel, and may not be drawn except on tour and for day on which he does not reach a point outside a radius of 8 km from his place of duty.

The rates of Daily allowance for the staff are given below:

<b>Grade</b>	<b>A Class Cities</b>	<b>A-1 Class Cities</b>	<b>B class Cities</b>	<b>C class Cities</b>	<b>Other Places</b>
A Grade	Rs.250/-	Rs.200/-	Rs.175/-	Rs.125/-	Rs.100/-
B Grade	Rs.225/-	Rs.175/-	Rs.150/-	Rs.100/-	Rs. 75/-
C Grade	Rs.200/-	Rs.150/-	Rs.125/-	Rs. 100/-	Rs. 65/-
D Grade	Rs.175/-	Rs.125/-	Rs.100/-	Rs. 100/-	Rs. 65/-
E Grade	Rs.150/-	Rs.100/-	Rs. 75/-	Rs. 75/-	Rs. 65/-

In addition to the Daily Allowance, actual room rent (including luxury charges of stay in hotel/guest house/private lodges etc.) will be reimbursed, subject to a maximum of the following rates, on production of original bills/receipts.

<b>Grade</b>	<b>A Class</b>	<b>A-1 Class Cities</b>	<b>B Cities Cities</b>	<b>C class</b>	<b>Other places</b>
A Grade	650	550	450	425	335
B Grade	500	400	375	300	275
C Grade	350	300	275	250	225
D Grade	250	225	200	175	150
E Grade	150	125	100	85	75

### **Calculation of Daily Allowance:**

Daily allowance admissible on tour will be calculated on the basis of the period of absence from the headquarters, that is, from the time of departure from the headquarters until the time of return to the headquarters on conclusion of the tour.

Members of the Executive Council who are provided with accommodation by the Council free of charges, will be given Daily allowance as applicable to B-1 Class cities. However, those who are given TA from the Council, will be reimbursed the actual room rent.

#### **Classification of Cities:**

##### **A Class Cities:**

Ahmedabad	Greater Bombay	Madras UA
Bangalore UA	Hyderabad UA	Nagpur UA
Calcutta UA	Kanpur UA	Pune UA
Delhi UA	Lucknow UA	

##### **B-1 Cities:**

Agra UA	Jaipur UA	Patna UA
Allahabad UU	Jamshedpur UA	Surat UA
Bhopal	Kochi UA	Trivandrum UA
Coimbatore UA	Kozhikode UA	Vadodara UA
Dhanbad UA	Ludhiana UA	Varanasi UA
Indore UA	Madurai UA	Vijayawada UA
Jabalpur UA	Meerut UA	Visakhapatnam UA

All other cities are classified as C Class cities.

Daily allowance may not be drawn for more than 10 days of a halt at one place. However, the Director may grant exemption in the case of exigencies. In such cases the daily allowance admissible will be:

- (a) Full rate for the first 10 days.
- (b) Three-fourths rate of the next 20 days.
- (c) Half rate thereafter.

The rate of Daily allowance will be calculated as follows:

- |  |  |
|--|--|
| 1) Below 3 hours                         | Nil  |
| 2) Exceeding 3 hours but below 6 hours   | One-fourth daily allowance                                   |
| 3) Exceeding 6 hours but below 12 hours  | Half daily allowance   |
| 4) Exceeding 12 hours but below 24 hours | Full daily allowance   |
| 5) Exceeding 24 hours                    | One daily allowance for every 24 hours and fraction thereof. |
- However the rule mentioned above will be applicable.

The actual expenses by taxi/autorickshaw incurred by an employee from the office to railway station, airport, bus station etc, and from the place of stay and back, will be reimbursed to the employee in the Grades A & B and in the case of employees in the Grade of C, D and E actual bus fare/auto fare will be reimbursed.

**Travelling allowance when deputed for training.**

An employee deputed to undergo a course of training in India (refresher, in service/re promotional) is entitled to draw TA and DA as on tour as follows:

Training Institutes where boarding and lodging do not exist:

First 10 days	Full DA
Next 20 days	Three-fourth DA
Next 150 days	Half DA
Beyond 180 days	Nil

In addition, reimbursement of the room rent on production of original receipts/bills will be made at the rates applicable at different places.

Training Institutes where boarding and lodging facilities exist (including mess run on co-operative basis at the training center).

First 30 days	Full DA
Next 150 days	Half DA
Beyond 180 days	Nil

Travelling allowance to Drivers of Vehicles.

No travelling allowance is admissible for performance of his duties within a radius of 8 kilometres and within Trivandrum city limits except for trips to the airport.

For journeys beyond 8 km and if returns to Trivandrum within 24 hours :

- a) If total distance covered is less than 32 kilometres: Incidental expenses limited to half daily allowance plus halting allowance as per Rule.
- b) If total distance covered is 32 km and more : Incidental expenses limited to one daily allowance plus halting allowance as per Rule.
- c) For trips to the Trivandrum Airport, half daily allowance per trip subject to a maximum of one daily allowance in a day even if the number of air port trips exceeds two.

For journeys beyond 8 km and do not return to Trivandrum within 24 hours:

- a. If the distance covered each way is less than 32 km : Incidental Expenses limited to half daily allowance each way.
- b. If the distance covered each way is 32 km or more : Incidental Expenses limited to one daily allowance each way.
- c. If more than one place are visited in the course of the same journey, incidental expenses in respect of each sector will be calculated separately as per given above, subject to the condition that the incidental expenses admissible in one day does not exceed one Daily Allowance.

Travelling allowance to staff appointed in Projects.

The staff appointed in different projects is entitled to reimbursement of the Travelling expenses by train and by bus as shown below:



	By Train	By Bus
(a) Project Associates and above	Actual train fare by First Class	Actual bus fare
(b) Below Project Associates	Actual train fare by Second Class	Actual bus fare

The Project staff will be required to furnish a certificate in the TA Bill to the effect that he has actually travelled in the class of accommodation for which reimbursement of train/bus fare is claimed.

Daily allowance:	A-1 Class Cities	A Class Cities	B-1 Class Cities	Other places
Project Associates and above	200/-	160/-	130/-	105/-
Below Project Associates	170/-	135/-	110/-	90/-

If the project staff is a permanent employee of other institution/organization whose services were obtained by the Council on deputation basis, reimbursement of his travelling allowance will be governed by the same rule as in the case of the regular employees of the Council.

Actual bus fare/autorickshaw charges in outstations/destination in connection with the performance of the Project work will be reimbursed.

The claim for reimbursement of travel expenses should be duly recommended by the Project Co-ordinator.

**Local Conveyance:**

If an employee is deputed for local trips from Office to various places within the city limits, in such cases the employee concerned may be reimbursed with the actual auto fare or at the rate of Rs. 1.25 per kilometer if the journey is undertaken in his/her own two wheeler and Rs. 3.50 per km if it is undertaken in his/her own car. For this purpose, a claim showing the details such as date on which trip is undertaken, the places visited and purpose of the visit etc have to be submitted to the Director for

sanctioning the conveyance allowance. Such claims have to be submitted on monthly basis and it should be claimed within 2 months from the date of such local trips.

## **Finance and Accounts Rules**

### **Introduction:**

**Whereas** the Kerala Council for Historical Research (KCHR) was established under the provisions of Travancore-Cochin Literary Scientific and Charitable Societies Registration Act XII of 1955 and registered on 17<sup>th</sup> March, 2001, is an autonomous research organization.

**Whereas** Clause 20 of the Rules and Regulations of KCHR provides that the Executive Council may make regulations not inconsistent with the Memorandum of Association and the rules there under for transactions of its business and for such other matters as are necessary for the purposes of giving effect to the aims and objectives of the Kerala Council for Historical Research (KCHR) and Clause 19 (2) (8) further stipulates that the Executive Council shall have power to prescribe the rules for transacting the financial business of Council.

**Whereas** the Executive Council have considered the draft of Finance and Accounts Rules and have approved the same on 16<sup>th</sup> February 2004.

It is provided as follows:

### *Finance and Accounts Rules*

1. **Title** : These Rules may be called the Kerala Council for Historical Research Finance & Accounts Rules
2. **“Council”** means Executive Council of Kerala Council for Historical Research
3. **“Chairman”** means the Chairman of the Executive Council
4. **“Director”** means the Director of the Kerala Council for Historical Research
5. **“Fund”** means Grant-in-Aid received from Government of Kerala
6. **“Year”** means financial year commencing from 1<sup>st</sup> April and ending with 31<sup>st</sup> March

### **Accounting of Receipts and Payments:**

1. **Official Receipts :** Receipts shall be issued for all the moneys received on behalf of the Council. The receipts shall be prepared immediately on receipt of the amount and it should be signed by the Director or the person authorized to do so. All amount received shall be entered in the Receipt side of the cash book and monthly statement has to be prepared.
2. **Payments:** No claim shall be accepted and passed for payment unless it is accompanied by a Voucher duly prepared with all the details of the claim. The payment vouchers should be authorized by the Director, without which no payment should be effected. All the vouchers shall be entered in the Payment side of the Cash Book and monthly statements have to be prepared. One Voucher shall ordinarily contain only one Bill. All the payments made on vouchers shall be entered in the Register called "Payment Ledger".
3. **Cash Book:** Cash book shall be maintained to record the daily transactions relating to the receipts and payments of the Institution.
  - i. **The Receipt side** of the cash book is posted from the counterfoil of Receipts against which the money is received. The particulars of each Receipt shall be shown in detail specifying the head of account to which the amount is credited.
  - ii. **The payment side** of the Cash Book is posted direct from the Vouchers which are numbered consecutively for a year according to the serial number in the Cash Book. Remittance made to Bank in cash is entered in the cash column of the payment side and a Contra entry will be made in the Receipt side of the Bank Column.

The total of the cash and bank column of the cash book shall be worked out for the day and for the month. Periodical physical verification of the cash should be made every month and a certificate to this effect recorded in the cash book. From the totals of the Receipts and Payments for the month, the closing balances in cash and bank shall be reconciled. The entries relating to the Receipts and Payments in the Bank column of the Cash Book shall be checked with the entries in the Bank Pass Book for

the month and reconciled with the bank account. A detailed report of the Cheques issued shall be prepared and produced before the Director on monthly basis.

4. **Issue of cheques:** All payments except in the case of petty expenses shall be effected by way of crossed cheque. For the amount for expenses of office, a cash or self cheque shall be drawn. When a signed cheque is cancelled, it shall be enfaced or stamped "Cancelled" and shall be attached to the counterfoil and the fact of cancellation of the cheque shall be noted in red ink and on the concerned voucher where the cheque number is noted. If the cheque becomes lapsed, a fresh cheque shall be issued after getting back the lapsed cheque which may be cancelled and attached to the counterfoil. A note to this effect shall also be made in the cash book and on the counterfoil of the cancelled and fresh cheque.
5. **Vouchers:** In all vouchers, if the payment exceeds Rs.500/- irrespective of cash/bank payment, the payee's signature should be obtained after affixing Re. 1/- revenue stamp.
6. Every month before 10<sup>th</sup>, a statement of accounts of the previous month showing the classified receipts and payments and the monthly closing balance of cash/bank should be prepared.
7. In respect of cheques/drafts or money orders received, the particulars shall be entered in a Register called "Register of Money Order/Cheques/Drafts etc".
8. **The Pay-in-Slips:** for the remittance of Cash/Cheque/DD should be authorized by the Director, and after remitting the cash/cheque/DD, the counterfoils should be produced before the Director for verification, for having remitted the amount and the same may be kept in safe custody for verification by auditors.
9. **Advances:** All requests for advances should be made to the Director and the Director after satisfying the reasons for such advances, may give necessary instructions to the Accounts Department to effect the advance. Such advances may be deducted from the salary/wages of the concerned employee as per the installments agreed by the Director.

10. **Register of Assets:** Every item of assets acquired by the institution shall be entered in the Register of assets and physical verification of assets shall be conducted at the close of every year and a committee shall be constituted for this.
11. When payment is received by Cheque/DD, official receipts shall be issued to parties subject to realization of the cheques or DDs.
12. **Works Contract:**

All works which require technical skill or professional assistance and works which could be executed more cheaply and efficiently may be entrusted with any of the Engineering Departments/reputed agencies/public or private, approved by the Executive Council/Finance and Administrative Committee or the technical committee constituted for the implementation/supervision of the work. The Executive Council/Finance and Administrative Committee or Director with Chairman's approval or authorised to constitute the technical committee necessary for the supervision/implementation of the work. Other works not requiring technical skill such as maintenance and petty repairs etc. may be executed by the Director after inviting quotations/tenders from public or private agencies.
13. **Quotations** shall be invited for all the purchases/printing, exceeding Rs. 5000/- and sealed quotations shall be opened in the presence of the Director/Committee constituted for this. If 3 quotations are received the order shall be placed on the lowest rate quoting party. In the absence of 3 quotations, re-tender shall be initiated and then also less than three quotations are only received, the order may be placed with the lowest rate quoted party. However, the item intended to purchase is of a National/International Company Brand, direct purchase can be made from the Company/Dealer negotiating for the lowest rate.
14. **Budget:** The Council shall prepare, a Budget in respect of the ensuing financial year showing estimated receipts and expenditures and copies of such budget proposals (Plan and Non-Plan expenditures) shall be forwarded to State Government. Every effort should be exercised to minimize the expenditure within the budget provisions.

15. A Note should be submitted to the Director, giving full particulars of expenditure, the nature of expenditure and the amount involved etc. before effecting the payment. Before withdrawing the amount from Bank also, a detailed Note giving full particulars of expenditure incurred/to be incurred should be placed before the Director, stating whether the expenditure has already been incurred/to be incurred/to be reimbursed to staff/drawal of advance against any anticipated expenditure etc.

### **Delegation of powers**

1. The Director shall be the drawing officer in respect of the funds. He shall operate the Bank account opened in State Bank of Travancore, Vellayambalam Branch, Trivandrum, subject to the availability of funds.
2. The Director shall satisfy himself as to the reasonableness of the claims before the payment is authorized.
3. The Director shall sanction expenditures up to 1 lakh and the Chairman will have the power to sanction expenditure up to 3 lakhs subject to ratification of the Executive Council.
4. All receipts including the Grant-in-Aid shall be transferred to the Bank Account No.9418 opened in the State Bank of Travancore, Vellayambalam Branch. This will be referred as Account No. I.
5. A separate Savings Bank Account No.9856 shall be opened in State Bank of Travancore, Vellayambalam Branch for depositing the self generated income including Projects, Consultancy, donations and membership fees of KCHR Friends Forum etc. This will be referred as Account No.II.
6. The Director is authorised to carry forward the closing balances of cash and bank, including the unutilized balances of Grant-in-Aid etc. as at the close of 31<sup>st</sup> March of the previous year as opening balances of 1<sup>st</sup> April of the next financial year.

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**KERALA COUNCIL FOR HISTORICAL RESEARCH (KCHR)  
EMPLOYEES PROVIDENT FUND RULES**

**Chapter I**

**Introduction:**

**Whereas** the Kerala Council for Historical Research (KCHR) was established under the provisions of Travancore-Cochin Literary, Scientific and Charitable Societies Registration Act XII of 1955 and registered on 17<sup>th</sup> March, 2001, is an autonomous research organization.

**Whereas** Clause 20 of the Rules and Regulations of the KCHR provides that the Executive Council may make regulations not inconsistent with the Memorandum of Association and the Rules made there under for transactions of its business and for such other matters as are necessary for the purposes of giving effect to the aims and objectives of the Kerala Council for Historical Research (KCHR) and Clause 12 (2) provides the conditions of services of the officers and employees of the Council shall be governed by regulations made by the Executive Council from time to time.

**Whereas** the Executive Council considered the draft rules of the KCHR Employees Provident Fund Rules and approved the same on 10<sup>th</sup> August 2007.

It provides as follows:

**PROVIDENT FUND RULES**

**General scope:**

- (a) These Rules may be called the “KCHR Provident Fund Rules”.
- (b) These rules shall apply to all the employees of the KCHR. But employees coming within the category of contract employees, temporary employees, casual employees, employees on deputation, part-time employees and employees under fixed tenure basis shall not to be covered by these rules except to the extent specifically provided for them in these Rules.
- (c) These rules shall be deemed to have come into force with effect from the date of approval of these rules by the Executive Council of the Kerala Council for Historical Research (KCHR).

- (d) When a doubt as to the interpretation or application of any of these rules, the matter shall be referred to the Executive Council and its decision shall be final.

## DEFINITIONS

Unless the context otherwise requires, the following are the definitions:

“ **Council**” means the Kerala Council for Historical Research (KCHR) registered under the Travancore Cochin Literary, Scientific and Charitable Societies Registration Act XII of 1955.

“ **KCHR**” means Kerala Council for Historical Research.

“**Executive Council**” means the Executive Council of the KCHR.

“**Chairman**” means the Chairman of the Executive Council.

“**Director**” means the Director of the KCHR.

“**The Government**” means the Government of Kerala.

“**The Union Government**” means the Government of India.

“**Competent Authority**” - In respect of an employee, means the authority to whom such power has been duly delegated, and where no such specific delegation has been made, the competent authority is the Director of the Council.

“**Academic staff**” means those who are engaged in academic and research work.

“**Non Academic Staff**” means all employees other than the academic staff and shall include administrative and library staff and any other staff included under this category from time to time.

“**Provident Fund**” means a fund, an employee shall be required to subscribe in accordance with the rules of the Council, may by order prescribe from time to time.

“**Emoluments**” means pay, leave salary or subsistence allowance as defined in the Service Rules applicable to the employee concerned and includes dearness pay appropriate to pay, leave salary or subsistence allowance if admissible and any remuneration of the pay received in respect of Foreign Service.



**“Family”** means wife/husband and children of the subscriber and the widow and children of the deceased son of the subscriber. It is also ordered that the family for the purpose of this rule shall also include parents, minor brothers, unmarried sisters and if the parents of the subscriber are not alive, the paternal grand parents of the subscriber.

**In the case of male subscriber:** the wife and children of the subscriber and the widow and children of a deceased son of the subscriber. Provided that if a subscriber proves that 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 relates, unless the subscriber subsequently indicates by express notice in writing to the Director that she shall continue to be so regarded.

**In the case of a female subscriber:** the husband and children of the subscriber, the widow and children of a deceased son of the subscriber. Provided that if a subscriber by notice in writing to the Director or Head of the Department, expresses her desire to exclude her husband from her family, the husband 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 cancels formally in writing her notice excluding him.

**“Children”** mean legitimate children. An adopted child shall be considered to be a child when the Director or if any doubt arises to the Director, the Advocate General is satisfied that under the personal law of the subscriber, adoption is legally recognized as conferring the status of a natural child. A child of one person given in adoption to another shall not be considered to be the child of the former, if the Director or if any doubt arises to the Director, the Advocate General is satisfied that under the personal law of the persons concerned such adoption is legally recognized.

## CONSTITUTION OF THE FUND

The subscribers to the existing Provident Fund Rules viz. the State Provident Fund (Travancore), the General Provident Fund (Cochin) and the General Provident Fund (Madras) shall be allowed to exercise option either to continue to subscribe to these funds or to the new fund, such option being communicated in writing to the Director

or Head of the Department within such period as the Government may by notification prescribe. The balances standing to the credit of the subscribers in any of the existing funds shall be transferred to the respective account to be opened in their names under the new Fund when they elect to join the new Fund. However this option once exercised shall be final.

**Subscribers:**

- (a) All members of any pensionable service.
- (b) All probationers in service who will be made full members of the service on due completion of their period of probation.
- (c) All temporary, acting, and officiating members of service, other than re-employed pensioners, on completion of one year's continuous service.
- (d) Employees not coming under the above categories, but who has been duly admitted to membership under Rules or orders in force.
- (e) All employees confirmed in service and who are required to join the Fund compulsorily with effect from the date of their confirmation, not joined any Fund, will be admitted to this Fund with effect from the date of their confirmation and the arrears from that date collected and credited to this Fund.

**Subscriber's Account :**

A subscriber shall at the time of joining the Fund, should submit an application (in duplicate) to the Director/Head of the Department with complete details as in Annexure.

An account shall be prepared in the name of each subscriber and shall show the amount of his/her subscriptions with interest thereon as well as advances and withdrawals from the Fund.

**Subscriptions:**

The amount of subscription shall be fixed by the subscriber him/herself subject to the following conditions:

- (a) It shall be not less than 6% (Six percent) of his/her emoluments and not more than his emoluments.
- (b) It shall be rounded off to Rupees 10
- (c) Rounding of minimum percentage - If 6% of emoluments represents a sum not expressible in whole 10 rupees, the fraction of 10 rupee will be rounded off to the nearest 10 rupee, 5 rupees counting as the next higher 10 rupee and less than 5 rupees neglected.

The emoluments of the subscriber shall be in the case of a subscriber who was in service on the 31<sup>st</sup> March of the preceding year, the emoluments to which he/she was entitled on that date.

Provided that if the subscriber was on leave on the said date and elected not to subscribe during such leave, or was under suspension on the said date, his/her emoluments shall be the emoluments to which he/she was entitled on the first day after his/her return to duty.

If the subscriber was on deputation outside the State on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his/her emoluments shall be the emoluments to which he/she would have been entitled had he/she been on duty in the State or had he/she not been on leave.

In the case of a subscriber who was not in Government service on the 31<sup>st</sup> March of the preceding year, the emoluments to which he/she was on the day he/she joins the Fund.

The subscriber shall intimate the fixation of the amount of monthly subscription in each year in the following manner:

- (a) If he/she was on duty on the 31<sup>st</sup> March of the preceding year either through a written request to the Director/Head of the Department/Disbursing Officer or by indicating the rate of subscription through the salary bill for the month of March of that year payable on the 1<sup>st</sup> April or thereafter.

- (b) If he/she was on leave on the 31<sup>st</sup> March of the preceding year, and elected not to subscribe during such leave, or was under suspension on that date, either through a written request to the Director/Head of the Department or Disbursing Officer or by indicating the rate of subscription through the first salary bill after his/her return to duty.
- (c) If during the year, he/she has entered Government service for the first time or joins the Fund for the first time either through a written request to the Head of the Department or Disbursing Officer or by indicating the rate of subscription through the salary bill for the month during which he/she joins the Fund.
- (d) If he/she was on leave on the 31<sup>st</sup> March of the preceding year, and continues to be on leave and has elected to subscribe during such leave either through written request to the Head of the Department or Disbursing Officer or by indicating the rate of subscription through salary bill for the month of March payable on the 1<sup>st</sup> of April or thereafter.
- (e) If he/she was on foreign service on the 31<sup>st</sup> March of the preceding year, by the amount credited by him/her or by the foreign employer into the Treasury or to the parent department of the subscriber on account of the subscription for the month of April in the current year.

If the subscriber so decides the mount of subscription so fixed may be:

- (a) reduced once at any time during the course of the year
- (b) enhanced twice during the course of the year
- (c) the amount so reduced shall not be less than the minimum prescribed in this Rule i.e. 6% of the total emoluments.
- (d) In the case of voluntary enhancement of the subscription to the Provident Fund during the course of a financial year, it is not the intension to realize arrears of subscription at the enhanced rates for the previous months. However, in cases where arrears of subscription have been realized in advertently, there is no objection to admitting them in audit.
- (e) Notwithstanding anything contained in this Rule, the Council may or order direct that the whole or any part of the arrears of pay or allowances or both payable to

subscribers under a scheme or revision of pay or allowances or both implemented with retrospective effect, shall be credited to the fund and every subscriber to whom such order applies shall comply with such order.

- (f) When a subscriber is transferred to Foreign Service or sent on deputation outside the State he/she shall remain subject to the rules of the Fund in the same manner as if he/she were not so transferred or sent on deputation.

A subscriber shall subscribe monthly to the Fund except during the period of suspension and the last three month of his/her service.

Provided that a subscriber may, at his option, not subscribe during leave which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay.

Provided further that a subscriber, on reinstatement after a period passed under suspension, shall be allowed the option of paying in a lump sum or in installments any sum not exceeding the maximum amount of arrear subscription permissible for that period.

Provided also that a subscriber may at any time during last one year of service immediately preceding the date of his/her retirement elect not to subscribe to the Fund.

A subscriber who has under this Rule applied for the closure of his account shall not subscribe to the Fund after such application unless he returns to duty.

Subscription towards Provident Fund need not be realized from the trainees receiving only subsistence allowance during the period of training, except with their consent.

The subscriber shall intimate his election not to subscribe during the leave period and during the last one year of service immediately preceding the date of his/her retirement, referred to in the following manner :-

- a. If he/she is an officer who draws his/her own pay bills by making no deduction towards the subscription in the pay bill drawn after proceeding on leave or after electing not to subscribe to the Fund in accordance with the provisions intimations in writing shall be sent to the Director and the Accounts department concerned.

- b. If he/she is an officer who does not draw his own pay bills, by giving an option statement (in duplicate) to the Head of the Department before he/she proceeds on leave or after electing not to subscribe to the Fund in accordance with the provisions. The Head of the Department shall forward one copy of the statement duly countersigned to the Accounts department concerned.
- c. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.
- d. The option of a subscriber intimated under these rules shall be final.

**Realisation of Subscription:**

- a) Subscriptions shall ordinarily be recovered by deductions from the pay bills. But a subscriber who is on Foreign Service or on leave or on deputation outside the State may remit his/her subscription either in cash or by Demand Drafts. The Chelan in the case of cash remittance or the Demand Drafts shall be sent to the Head of the institution together with a schedule showing the details of remittance.
- b) In the case of a subscriber on deputation to corporate body, the subscription shall be recovered and forwarded to the Head of the Department of the subscriber's parent department so as to reach him before the 15th of the succeeding month.
- c) The Accounts Department or the Disbursing Officer shall prepare and furnish separate schedules for Account numbers coming under different prefixes though they may be coming under the common pay roll of a particular Drawing Officer at a particular time.
- d) If an employee fails to subscribe with effect from the date on which he/she is required to subscribe to the Fund, the total amount due to the fund on account of arrears of subscription shall forth will be paid by the subscriber to the Fund or in default be ordered by the Accounts officer to be recovered by deduction from the emoluments of the subscriber in installments or otherwise as may be directed by the Director/Head of the Department.

- e) A Pass Book in the Form (as per Annexure) will be maintained in respect of each subscriber who desires to maintain for recording his/her Provident Fund transactions with effect from the date of receiving his/her subscriptions.
- f) The Pass book will be kept under the custody of the subscriber him/herself.
- g) Entries relating to the encashment of the Bill will be filled by the Treasury Officer/Accounts Officer who will also attest the other entries in the Pass Book after verification.
- h) The Pass Book will be maintained compulsorily by all Provident Fund subscribers.

**Interest:**

- a. Interest at the rate as may be fixed by the Government subject to a minimum of 4% shall be annually credited to the account of each subscriber.
- b. Interest will be credited with effect from the last day in each year in the following manner:
  - (i) On the amount at the credit of a subscriber on the last day of the preceding year, less any sum withdrawn during the current year - interest for 12 months.
  - (ii) On sums withdrawn during the current year-interest beginning of the current year up to the last day of the month of withdrawal.
  - (iii) On all sums credit the subscriber's account after the last day of the preceding year-interest from the date of deposit up to the end of the current year.
  - (iv) The total amount of interest shall be rounded off to the nearest rupee (50 paise or more counting as the next highest rupee).

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect, only of the period from the beginning of the current year or from the date of deposit, as the case may be, up to the date on

which the amount standing at the credit of the subscriber became payable.

- (v) In this rule, the date of deposit shall in the case of a recovery from the emoluments, be deemed to be the first day of the month in which it is recovered and in the case of an amount remitted by the subscriber into the Treasury, shall be deemed to be the first day of the month of remittance, if it is remitted to the Treasury before the fifth day of that month, but if it is remitted or after the fifth day of that month, the first day of the month.

Provided that where there has been a delay in the drawal of pay or leave salary and allowances of a subscriber and consequently the recovery of his subscription towards the fund is delayed, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriber was due under these rules, irrespective of the month in which it was actually drawn.

Provided further that where the emoluments of a month are drawn and disbursed in the same month itself, the date of deposit shall in the case of recovery of his/her subscription be deemed to be the first day of the succeeding month.

In addition to any amount to be paid under the rules on final withdrawals, interest thereon up to the end of the month previous to the month in which authorization for payment of Provident Fund balance is issued by the Head of the Department or Government, or the provident fund balance is transferred to other Provident Fund, in all cases (viz. retirement, death, resignation, dismissal or removal, transfer/resignation to take up appointment in other institutions etc.) shall be payable to the person(s) to whom such amount is to be paid.

Provided that the relevant application for closure of the Provident Fund Account or the request for transfer of balance to another Provident Fund account is received by the Head of the Department within a



period of one year from the date necessitating the closure or transfer of balance, the Head of the Department shall intimate the date of receipt of the application by him.

If any application for closure or for transfer of balance to other Provident Fund Account is received by the Head of the Department, after the period of one year stipulated above, interest shall be admissible only up to a period of one year from the date necessitating the closure of the account.

If a subscriber holding a post in an officiating or temporary capacity exercise on the termination of his/her post, the option allowed by these Rules leaving in the Fund the amount accumulated to his/her credit, interest shall be allowed on that amount up to the date on which the subscriber subsequently obtains re-employment under the Council.

If the application for the closure or for the transfer of balance is received by the Head of the Department, after the period of one year from the date of retirement etc. payment of interest on the Fund balance beyond a period of one year or the end of one month previous to the month in which authorisation of Provident Fund balance is issued or the Provident Fund balance is transferred to other Provident Fund Account may be authorized by the Director/Head of the Department, after he or she is personally satisfied that the delay in submitting the application by the subscriber or the claimants was due to circumstances beyond the control of the subscriber or claimant. In such cases the administrative delay involved in the matter shall be fully investigated or caused to be investigated by the Head of the Department and action if any, required taken or caused to be taken by the Head of the Department.

Interest shall not be credited to the account of the subscriber if he informs the Accounts Officer that he/she does not wish to receive it, but if the subscriber subsequently asks for it, it shall be credited to his/her account with effect from the first day of the year in which he/she

asks for it, or if he/she had joined the Fund during the year, from the date of his/her joining the Fund.

**Temporary Advances from the Fund :**

A temporary advance may be granted to a subscriber from the amount standing to his/her credit in the Fund at the discretion of the Head of the Department specified by the Council from time to time by general or special order subject to the following conditions:

- (a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it and that it will be expended on the following object or objects and not otherwise-provided that the conditions of actual dependence shall not apply in the case of son or daughter of the subscriber. For sanctioning such advance, no certificate of documentary evidence shall be required. It shall suffice if the subscriber gives sufficient details.
  - (i) to pay expenses in connection with the prolonged illness of the applicant and members of his/her family or any person actually dependant on him/her or to repay any outstanding amount on account of a loan expressly taken for this purpose.
  - (ii) An advance is permissible to meet the expenses on account of confinement in cases necessitating prolonged medical attention, prolonged stay in a hospital or protracted treatment and in other circumstances involving expenditure disproportionate to the subscriber's income.
  - (iii) To pay for the overseas passage for reasons of health or education of the subscriber and members of his/her family or any person actually dependent on him/her and also to meet the cost of education of the subscriber or of any person actually dependent on him/her, outside India, whether for an academic, technical, professional or vocational course or in India for medical, engineering or other technical or specialized courses beyond the High school stage, provided that the course of study is for not less than three years.

Temporary advances in the case of Heads of Departments irrespective of the amount involved will be sanctioned by the Chairman of the Council. If the withdrawal involves the relaxation of rules or standing orders, this may be ratified by the Executive Council.

The courses of study in India detailed below shall be treated as technical in nature provided the courses is of not less than 3 years duration and is beyond High school stage:

- a) Diploma course in Engineering in the various fields of Engineering and Technology,
- b) Degree courses in the various fields of Engineering and Technology conducted by Universities and recognized Technical institutions,
- c) Post Graduate courses in the various fields of Engineering and Technology conducted by Universities and recognized institutions,
- d) Degree and Diploma courses conducted by recognized institutions,
- e) Diploma and Certificate Courses conducted by recognized institutions,
- f) Diploma courses in Management conducted by the recognized institutions,
- g) Degree courses in Agriculture, Veterinary Science and allied subjects conducted by recognized Universities and institutions,
- h) Courses conducted by Junior Technical Schools,
- i) Courses conducted by Industrial Training Institutes under the Ministry of Labour and Employment (DGE & T),
- j) Degree and Diploma courses in Art/Applied Art and allied subjects conducted by recognized institutions,
- k) Draftsmanship courses by recognised institutions,
- l) Medical courses,
- m) B.Sc. (Home Science) course of three year's duration

n) To pay for the cost of General Education of subscriber or of any child of the subscriber in India beyond the High school stage for university degrees like BA, B.Sc. LLB, MA, M.Sc. etc.

(iv) to pay obligatory expenses on a scale appropriate to the subscriber's status in connection with the marriages, funerals or ceremonies which by the religious or social customs of the applicant it is incumbent on him/her to perform or to repay any outstanding amount on account of a loan expressly taken for this purpose.

Temporary advance from Provident Funds credits of a subscriber may be granted to meet expenses in connection with the marriage and other ceremonies of the subscriber himself/herself.

(v) to pay for the cost of legal proceedings instituted by the subscriber for vindicating his/her position in regard to any allegations made against him in respect of any act done or purporting to be done by him/her in the discharge of his/her official duties, the advance in this case being available in addition to any advance admissible for the same purpose from any Government source, provided that the advance under this rule shall not be admissible to a subscriber who institutes legal proceedings in any Court of Law either in respect of any matter unconnected with his/her official duty or against Government in respect of any condition of service or penalty imposed on him/her.

(vi) to pay for the subscriber's defense where he/she is prosecuted by the Government in any court of law or when the subscriber engages a legal practitioner to defend himself/herself in an enquiry in respect of any alleged misconduct on his part.

(vii) to purchase consumer durables such as TV, VCR, VCP, Washing machine, cooking range, geysers, computers etc.

- (viii) The amount of temporary advance admissible for the above purposes, notwithstanding any other provisions to the contrary in these rules, should not exceed three month's pay or half the amount at the credit of the subscriber in the Fund, whichever is less.
- (ix) A temporary advance may be granted to a subscriber who is under suspension provided he agrees in writing to the recovery of the advance being made in monthly installments from the subsistence allowance sanctioned to him/her.
- (x) The power to sanction the temporary advances from the Provident Fund Account in relaxation of the rules vests with the Director with the concurrence of the Executive Council. In such cases, the sanctioning authority shall record in writing the reasons for granting such advance. Provided, that if the reason is of a confidential nature it may be communicated to the Accounts Officer personally or confidentially.

For the purpose of temporary advance, the pay means pay including dearness pay, where admissible.

- (xi) In case a subscriber is found to have drawn from the fund the amount in excess of the amount standing to his/her credit on the date of the drawal, the overdrawn amount shall be repaid by him/her in lump at the earliest with penal interest as admissible per annum in addition to the interest rate prescribed for Provident Fund irrespective of whether the over drawal occurred in the course of an advance or a realized on the amount overdrawn shall be credited to Government account.
- (xii) The sanctioning authority shall not, under, any circumstances grant to a subscriber an advance from the Fund during the last three months of service or the month in which he/she proceeds on leave preparatory to retirement from service on superannuation.

- (xiii) The sanctioning authority shall not, under, any circumstances grant to a subscriber an advance unless a period of six months has elapsed after the grant of a previous advance.
- (xiv) The sanctioning authority shall not, under, any circumstances grant to a subscriber an advance during the last one year of service immediately preceding the date of retirement, to a subscriber who has elected not to subscribe to the Fund during the said period in accordance with this Rule.
- (xv) The sanctioning authority shall not, under, any circumstances grant to a subscriber an advance sanctioned from the Provident Fund shall not result in a position whereby the amount of advance outstanding repayment, if any, plus the advance proposed to be sanctioned is more than the balance amount at the subscriber's credit after disbursing the advance to be sanctioned.
- (xvi) The advance happens to be granted irregularly and for that reason refunded immediately in lump on receipt of the intimation within 6 months from the date of drawals, such advance can be treated as not drawn for the purpose of reckoning 6 months for the next advance.
- (xvii) In fixing the amount of an advance, the sanctioning authority shall pay due regard to the amount at the credit of the subscriber in the Fund.
- (xviii) The amount of advance should be a sum expressed in whole 10 rupee.
- (xix) A temporary advance is admissible after the period of four months (and within six months) only when the previous advance sanctioned to the subscriber is a non-refundable withdrawal for the same purpose.
- (xx) A copy of the sanction of temporary advances from the Provident Fund should be forwarded to the Treasury/Bank along with the Bill when presented to Treasury/Bank.

- (xxi) All applications for the temporary advance should be supported by the latest annual account slip issued. Advances both temporary and non-refundable sanctioned already should be taken into account before sanctioning a fresh advance. In the absence of the Account slip, the Provident Fund Pass Book of the subscriber, as reconciled from time to time with the accounts maintained in the Accounts department of the institution, may be relied on for determining the actual amount at credit.
- (xxii) Any amount drawn in excess of the maximum temporary advance admissible should be refunded in lump immediately with penal interest of 2% per annum in addition to the interest rate prescribed for Provident Fund.
- (xxiii) An advance shall be recovered from the subscribers in equal monthly installments as the sanctioning authority may direct. A subscriber may at his/her option repay two or more installments in a month.
- (xxiv) Recovery shall be made in the prescribed in these Rules for the realization of subscriptions and shall commence with the issue of pay for the month following the month in which the advance was withdrawn. Recovery shall not be made, except with the consent of the subscriber, while on leave, which either or without leave salary, less than half pay or half average pay, or in receipt of subsistence allowance and may be postponed on the subscriber's written request to the sanctioning authority during the recovery of an advance of pay granted to the subscriber.
- (xxv) When an advance is sanctioned under this Rule before the repayment of last installment of any previous advance is completed the balance of any previous advance not recovered shall be added to the advance subsequently sanctioned and the installments for the recovery shall be fixed with reference to the consolidated amount.
- (xxvi) If an advance has been granted to a subscriber and drawn by him/her and the advance is subsequently disallowed by the sanctioning

authority, before repayment is completed, the whole or balance of the amount withdrawn, shall with interest at the rate provided forthwith be repaid by the subscriber to the fund or in default be ordered by the Head of the department to be recovered by deductions from the emoluments of the subscriber in a lumpsum or in monthly installments as may be directed by the Head of the Department.

- (xxvii) Provided, that subscribers whose deposits in the Fund carry the interest shall not require to pay any interest.
- (xxviii) Recoveries made under this rule shall be credited to the subscriber's account on monthly basis.
- (xxix) Recoveries towards the temporary advance previously granted and outstanding will not be made during the last three months of service. In the case of subscribers who have elected not to subscribe to the Fund during last one year of service immediately preceding the date of retirement, recoveries towards temporary advance previously sanctioned and outstanding will not be made during the said period.

#### **NON-REFUNDABLE WITHDRAWALS**

Subject to the conditions specified in this Rules, non-refundable withdrawals from the amount standing to the credit of a subscriber in the Fund, may be sanctioned by the Competent Authority to sanction an advance for special reasons under this Rules at any time:

- (1) After the completion of fifteen years of service (including broken periods of service, if any) of the subscriber or within ten years of the date of his/her attainment of the age of superannuation (except during the last three months of his/her service) or proceeds on leave preparatory to retirement from service on superannuation,



for one or more of the following purposes. In the case of a subscriber under suspension, his/her period of suspension will also be taken into account for purpose of reckoning the minimum service of 20 years.

- (2) For meeting the cost of higher education, including the traveling expenses where necessary, for one child of the subscriber and if he/she has no child, of any relative actually dependant on him/her.
- (3) For education outside the Country, for academic, technical, professional or vocational course beyond the High School stage and for Medical, Engineering or other technical or specialized course in India beyond the High School stage provided the duration of such course is less than three years. The courses of study detailed in the "Temporary Advances - Clause (iii) (a to n) may be taken into account for the purpose of the withdrawal.
- (4) For meeting the expenditure in connection with the marriage of son or daughter of the subscriber, and if he has no daughter, any female relative dependant on him, or repaying any outstanding amount on account of a loan expressly taken for this purpose.
- (5) For meeting the expenditure in connection with the illness, including where necessary the traveling expenses of the subscriber and members of his family or any person actually dependant on him, or repaying any outstanding amount on account of a loan expressly taken for this purpose.
- (6) For purchasing a house site in the name(s) of the subscriber and/or his wife/her husband jointly or repaying the outstanding amount on account of a loan expressly taken for this purpose from the Government or any financing institutions, before the date of application for the withdrawal. A certificate of amount outstanding obtained from the financing institution should be attached along

with the application and if the Head of the department is convinced the correctness of the declaration, such applications will be considered for this purpose.

- (7) Provided that the house to be constructed on the site so purchased is for the actual residence of the subscriber and or his/her family, a suitable house building on with a site owned or acquired by the subscriber and without the assistance from the Provident Fund account, or acquiring a house together with site in the name (s) of the subscriber or repaying the amount outstanding in respect of a loan expressly taken by the subscriber from the Government or any financing institutions for this purpose before the date of application for withdrawal.
- (8) Provided that the house is for the actual residence of the subscriber or his/her family and for making additions or alterations or reconstructing or completing or repairing a house owned or acquired by the subscriber with or without any assistance from the Provident Fund, or repaying the amount on account of a loan expressly taken by the subscriber from Government or any financing institution for any of the said purposes before the date of application for the withdrawal. The cost of electrification and sanitary arrangements etc. shall be treated as part of the expenditure for building a suitable house.
- (9) For purchasing the consumer durables such as television, VCR/VCP, Washing machine, Cooking range, Geysers, Computers etc.
- (10) Only one non-refundable withdrawal can be allowed for the same purpose. In the case of marriage, the amount should not be drawn earlier than three months of the date of marriage and if for any reason the marriage is postponed beyond three months from the date of drawal of the amount, it should be refunded. In such cases a fresh withdrawal can be allowed when the need actually arises.

- (11) When a non-refundable withdrawal is sanctioned for medical treatment of the same person within six months of the previous sanction, it should be specified in the sanction that the non-refundable withdrawal is for illness on a different occasion.
- (12) In respect of the grant of non-refundable withdrawals for purchasing house site/house together with site, if the payment is required by the financing institutions in installments, a subscriber shall be permitted to make non-refundable withdrawals as and when he/she is called upon to the installment and each call for payment of installment will be treated as a different purpose.
- (13) A temporary advance/non refundable withdrawal should not be granted when a previous non-refundable withdrawal/temporary advance was granted for the same purpose, within a period of four months. Further the temporary advance which is subsequently converted into a Non-refundable withdrawal should be treated as a non-refundable withdrawal and in such cases another non-refundable withdrawal should not be granted for the same purpose.
- (14) A subscriber who has been permitted for the non-refundable withdrawal, shall satisfy the Head of the department/Sanctioning Authority, within a reasonable period as may be specified by that Authority , that the money has been utilised for the purpose for which it was withdrawn and if he/she fails to do so, the whole of the sum so withdrawn or so much thereof shall forthwith be repaid in one lump together with the interest thereon at the rate determined under this Rule, by the subscriber to the Fund and in default of such payment, it shall be ordered by the Sanctioning Authority to be recovered from the emoluments of the subscriber in a lump or in such number of installments as may be determined by the Head of the Department. Nothing shall be deemed to require a subscriber whose deposits in the fund carry no interest to pay any interest on any sum repayable by him/her under this Rule.

- (15) Non-refundable advance in excess of half the amount at the credit of the subscriber or six months pay which ever is lower, will be sanctioned by the Head of the department with the concurrence of the Executive Council.

#### **CONVERSION OF AN ADVANCE INTO A NON-REFUNDABLE WITHDRAWAL**

A subscriber who has already drawn or may draw in future an advance under this Rule for any purposes specified therein, may convert at his/her discretion by submitting an application in the prescribed form to the Head of the Department, the balance outstanding against a temporary advance into a non-refundable withdrawal on his satisfying the conditions laid down in this Rule.

#### **FINAL WITHDRAWAL OF ACCUMULATIONS IN THE FUND**

When a subscriber quits the service, the amount standing to the credit in the Fund shall become payable, provided that a subscriber who has been dismissed, removed or compulsorily retired from the service and is subsequently reinstated in the service shall, if required to do so by the Head of the Department, repay the amount paid to him/her from the fund in pursuance of this rule, with interest thereon in the manner provided in the Proviso to this Rule. The amount so repaid shall be credited to his/her account in the Fund.

In the case of those Provident Fund subscribers whose dismissal, removal or compulsory retirement from service acceptance of resignation, termination of lien, voluntary retirement etc. are ordered with retrospective effect, the date of issue of such orders will be deemed to be the date necessitating the closure of Provident Fund Account and interest will be allowed to them in accordance with the provisions of these Rules.

A subscriber who voluntarily ceases to subscribe to the Provident Fund during the last one year of service immediately proceeding the date of his/her retirement and who wants to get the final payment of the Provident Fund accumulations in his/her account before the retirement shall apply for final withdrawal of the same by giving option in the relevant column in the closure application itself and the amount standing at his credit shall become payable to him/her before the date of his/her retirement.

On the death of the subscriber before the amount standing to his credit has become payable, or where the amount has become payable before payment has been made

- a) when the subscriber leave family
- b) If a nomination made by the subscriber in accordance with the Provisions in this Rule in force in favour of a member or members of his/her family subsists, the amount standing to his/her credit in the Fund or the part thereof to which the nomination relates shall become payable to his/her nominee or nominees in the proportion specified in the nomination form.
- c) If so such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part of thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his/her family become payable to the members of his/her family in the equal shares.
- d) Provided that no share shall be payable to :
  1. sons who have attained legal majority
  2. sons of a deceased son who have attained legal majority
  3. married daughters whose husbands are alive
  4. married daughters of a deceased son, whose husbands are alive, if there is any members of the family other than those specified in this Rule.
- e) Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son should have received if he/she had survived the subscriber and had been exempted from the provisions made in this Rule.

- f) When the subscriber leaves no family, if a nomination made by him in accordance with the Provisions of this Rule, in force in favour of any person or persons subsists the amount standing to his/her credit in the Fund or the part thereof to which the nomination relates shall become payable to his/her nominee or nominees in the proportion specified in the nomination.
- g) Payment of the Provident Fund money due to a minor beneficiary of a deceased subscriber may be made to the guardian nominated by the subscriber. When the subscriber has not nominated a guardian, a guardian appointed by the Court to receive the payment on behalf of the minor beneficiary should alone be recognized.
- h) Provided further that the person who comes forward to claim payment on behalf of the minor in the absence of a natural guardian, shall be required to satisfy the competent authorities making the payment by an affidavit in addition to the indemnity bond signed by two sureties, that he/she is in charge of the property of the minor and that he/she is looking after such property and if the minor has no property other than the Provident Fund money that the minor is his/her custody and care.
- i) Payment of Provident Fund money due to a person nominated to receive the whole or part of the amount standing to the credit of the subscriber in the fund shall be made as follows in cases where the nominee dies after the subscriber but before receiving the payment.
- j) When the amount due to the deceased nominee does not exceed the limit of the share set apart by the subscriber, the Head of the department may authorize the payment to the claimant or claimants reported by the Collector of the district concerned, to be entitled to receive the payment, after making such enquiry into the right and the title of the claimant or claimants. As the Collector may deem sufficient if the Collector considers that the production of letters of administration or other legal authority may be dispensed with. The records of enquiry should contain the signed statements of at least

two trustworthy or disinterested persons. Provided the Collector may, in such cases, if he considers it expedient, require the party to execute before the payment is made, Bond (Annexure) signed by two sureties agreeing to indemnify the Government against any subsequent claim which might arise.

- k) When the amount due to the deceased nominee exceeds the limit of the share set apart by the subscriber, payment shall be made by the Head of the Department to the person who produces probate or letters of administration evidencing the grant to him of administration to the estate of the deceased nominee or a Succession certificate entitling the holder thereof to receive payment of the Account.
- l) Provided that in cases where the Head of the Department is satisfied of the right of the person claiming the payment as heir of the deceased nominee and that undue delay and hardship would be caused by insisting on production of letters of administration or other legal authority, they may authorize to pay the payment to the claimant on his executing the Bond (as per Annexure) signed by two sureties agreeing to indemnify the Government against any subsequent claim which might arise.
- m) Where the subscriber leaves not family, and in whose case nomination in accordance with the Rules does not subsists, payment of Provident Fund balance at the credit of the subscriber shall be arranged by the Head of the Department to the person(s) mentioned in the certificate in equal share as follows:
  - 1) Amount up to Rs.5000/- on the basis of heir ship certificate issued by the concerned Tahasildar,
  - 2) Amount above Rs.5000/- but not exceeding Rs.15000/-on the basis of heir ship certificate issued by the concerned Tahasildar and on execution of a Security Bond signed by the claimant (s) and two sureties and duly attested by the Tahsildar or two

Gazetted officers under the State Government and the Head of the department who forwarded the closure application.

- 3) Amount exceeding Rs.15000/- on the basis of the Succession Certificate issued by a competent Court of Law.
- 4) If an officer who is a subscriber to any other Government Provident Fund is permanently transferred to pensionable service under Government, the amount standing to the credit in such other fund on the date of transfer shall with the consent of the Government concerned, be transferred to his credit in the Fund. Transfer shall include cases of resignation from service under the Central Government or under any other State Government or under a corporate body owned or controlled by the Central Government or a State Government or an autonomous organization registered under the Societies Registration Act, in order to take up the appointment under the Government without any break and with proper permission of the concerned Government or the Head of the Corporate institution. In the case of break, it should be limited to the joining time allowed on transfer to a different station.

#### **RELAXATION OF THE PROVISIONS OF THE RULES**

When the Director/Head of the Department is satisfied that the operation of any of these rules causes or is likely to cause undue hardship to a subscriber of the service, it may, after recording the reasons for so doing, and notwithstanding anything contained in these rules, deal with the case of such member in such manner as may appear to it to be just and equitable.

Provided, that the case shall not be deal with in any manner less favourable to such member than that prescribed in these Rules.

If any question arises relating to the interpretation of these Rules it shall be referred to the Executive Council/Government whose decision thereon shall be final.



## **RULES OF PROCEDURE**

All sums paid into the Fund under these rules shall be credited to Account opened for this purpose in the Bank/Treasury.

When paying a subscription either in cash or by deduction from the emoluments, a subscriber shall quote the number of his Account in the Fund, which shall be communicated to him by the Accounts/Administration department. Any change in the number shall similar be communicated to the subscriber by the Accounts/Administrative Officer.

As far as possible after the close of the financial year, the Accounts department shall sent to each subscriber a statement of his/her Account in the Fund showing the opening balance as on the 1<sup>st</sup> day of April of the year, the total emoluments deducted and credited to his/her Account during the year, the total amount of interest credited as on the 31<sup>st</sup> March of the year, the total amount withdrawn by him/her during the year, and the closing balance on that date.

The subscribers should satisfy themselves as to the correctness of the Annual Statement and errors and omission should be brought to the notice of the Accounts department within three months from the date of receipt of the statement. In cases where a subscriber does not accept the statement communicated to him/her, he/she should furnish briefly the reason(s) for not accepting the balance also along with the statement.

The subscriber desires to make any alterations in any nomination made under this Rule make such corrections/alterations with the prior approval from the Head of the Department.

The Accounts department shall if required by a subscriber once but not more than once in a year inform the subscriber of the total amount standing to his/her Account has been written up.

## **CLOSURE OF PROVIDENT FUND ACCOUNT**

A Subscriber who is about to retire from service on superannuation shall send the prescribed form, an application for closure of his/her Provident Fund Account to the

Head of the Department. Subscriber so desire, apply for the closure of their account immediately after they have proceeded on leave preparatory to retirement.

**Payment of amounts to Nominees:**

1. Any sum payable under these Rules to a member of the family of the subscriber vest in such member under the section of these Rules.
2. When a nominee is a dependent of a subscriber as defined in these Rules, the amount vest in such nominee under the Section of these Rules.
3. When the subscriber leaves no family or no nomination made by him/her in accordance with the provisions of these Rules, or if such nomination relates only part of the amount standing to his/her credit in the Fund, the relevant provisions of these Rules, are applicable to the whole amount or the part thereof to which the nomination does not relate.

**ANNEXURE TO KCHR PF RULE**

**Form of Bond of Indemnity for drawal of Provident Fund money due to the minor child/children of deceased subscriber by a person other than the natural guardian (to extent of Rs.5000/-)**

KNOW ALL MEN by these presents, We, (a).....  
(Full name of claimant(s), with place(s) of residence) son/daughter/wife of .....resident of .....(herein after called "the obligor") .....and We, (1) .....son of/daughter/wife of .....and resident(s) of .....and (2) .....son/daughter/wife of .....and resident of ..... sureties on her/his/their behalf (hereinafter called "The sureties") are held firmly

bound to the Governor of Kerala (hereinafter called "the Government") in the sum of Rs. (Rupees..... ) to be paid to the Government or his successors or assigns for which payment to be well and truly made, each of us severally binds himself/herself and his/her heirs, executors, administrators and assigns and every two and all of us bind ourselves and our respective heirs, executors, administrators and assign firmly by these presents.

This day of .....20.....

WHEREAS (c) .....(Name of the deceased) was at the time, of his/her death a subscriber to the Provident Fund and where as the said ( c) .....died on the day of 20..... and a sum of Rs. (Rupees.....) payable by Government on account of his/her Provident Fund accumulations AND WHEREAS the above

### Form of Security Bond

KNOW ALL MEN BY PRESENTS THAT WE, Sri./Smt..... (Name and full address) (hereinafter called "the Claimant") and Sri./Smt.....(Name and full address) (hereinafter called "the Sureties") do hereby jointly and severally bind ourselves and our heirs, executors and administrators to pay to the Governor of Kerala (herein after called "the Government") on demand a sum of Rs.....(Rupees .....only).

Signed and dated this the .....day of.....Two thousand .....

By the claimant

Sri./Smt.....

In the presence of witnesses:

1)

2)

By Sureties

1) Sri./Smt.

.....

2) Sri./Smt.....

WHEREAS .....was at the time of .....death, a subscriber to the Provident Fund.

WHEREAS the said.....died on the .....day of.....20.....

WHEREAS a sum of Rs.....(Rupees.....only) is payable to the claimant being the legal heir of the said ..... (hereinafter called "the deceased")

WHEREAS the claimant claims the said sum but has not obtained probate and letters of administration or other legal authority.

WHEREAS the Government after making due inquiry is satisfied that the claimant is entitled to the said sum and that there is no provision in these Rules to split up the amount for the payment up to Rs.5000/- on the basis of a Heir -ship certificate from the Tahsildar and the balance on execution of an Indemnity Bond.

AND WHEREAS the Government desire to pay the said sum to the claimant but consider it necessary that the claimant should first execute a bond with sureties to indemnify the Government against all claims to the amount so due as aforesaid to the deceased before the said sum can be paid up to the claimant.

NOW THE CONDITION of this bond is such that if, after payment has been made to the claimant, the claimant or the sureties shall in the event of a claim being made by any person other than the claimant against the Government with respect to the aforesaid sum of Rs.....(Rupees.....only) refund to the Government the sum of Rs.....(Rupees.....only) and shall otherwise indemnify and save the Government harmless from all liabilities in respect of the aforesaid sum and all costs incurred in consequence of any claim there to than the above written bond or obligation shall be void, otherwise the same shall remain in full force and virtue.

The liability of the sureties under this bond is co-extensive with that of the claimant and shall not be impaired or affected by the Government giving time or any other indulgence to the claimant or by the Government varying only the terms and conditions herein contained.

Provided further that the claimant and the sureties do hereby agree that all sums found due to the Government under or by virtue of this bond shall be recoverable

jointly and severally from them and their properties both movable and immovable as though such sums are arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force and in such other manner and Government may deem fit.

Signed and delivered by the Claimant

Sri./Smt.....

In the presence of witnesses:

- 1) .....
- 2) .....

Signed by Sureties

- 1) Sri./Smt. ....
- 2) Sri./Smt.....

In the presence of witnesses:

- 1) .....
- 2) .....

### INDEMNITY BOND

This Deed to indemnity executed on the ..... day.....20.....by Sri./Smt ..... (Name and Address of the Claimant (s)) (hereinafter referred to as "the Claimant(s)" and Sri./Smt.....(Name and Address of the sureties) (hereinafter referred to as "the Sureties") in favour of the Governor of Kerala (herein after referred to as "the Government").

Whereas the Government in the Government Order (hereafter called the "said Order" which shall form part of this deed as if incorporated herein) have specified that an Indemnity Bond in stamp paper shall be executed by the legal heirs/nominees of the employee disappeared, leaving a family, stating that all payment will be adjusted against the payment due to the employee in case he/she reappears and makes any claim:

And whereas a sum of Rs.....(Rupees .....only) is due to the estate of the employee who has disappeared leaving his/her family shri./ Smt..... from the Government being the Provident Fund amount at his/her credit.

Whereas the claimants have represented to the Government that they are legally entitled to receive the said sum, they being the legal heirs/nominees of the employee who has disappeared Sri./Smt..... and that the amount may be paid to them on their executing an Indemnity Bond with two solvent sureties as hereinafter appearing.:

And whereas the Government have been pleased to sanction the request of the claimants subject to the condition that they should execute an Indemnity Bond as hereinafter appearing with two sureties to which the claimants and sureties have agreed.

Now these presents witnesses as follows:-

1. In consideration of the payment of the said sum of Rs. (Rupees..... Only) to the claimant the claimants and sureties hereby agree that they will at all times indemnify and keep indemnified the Government from all claims, losses and damages, if any, made or which may be made and all actions and proceedings taken or which may be taken against the Government by the employee in case he/she reappears and makes any claim.
2. The claimants and sureties hereby further agree that all sums found due to the Government under or by virtue of this Bond shall be recoverable jointly and severally from them and their properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of Land Revenue or in such other manner as the Government deem fit.
3. The liability of the sureties under this deed is co-extensive with that of the claimants and shall not be impaired or affected by any variation in the terms and conditions herein contained or the Government giving time or any other indulgence to the claimants.

In witness whereof the claimants and the sureties have hereunto set their hands the day and year first, above written.

Signed by Sri./Smt.....

In the presence of witnesses:

1)

2)

Signed by Sri./Smt.

In the presence of witnesses:

1)

2)

### **Form of Application for Temporary Advance from Provident Fund**

1. Name and Account No. of the subscriber:
2. Designation
3. Monthly pay, Dearness pay etc.
4. Amount of advance required  
(both in words and figures)
5. Purpose for which it is required
6. Number of installment of recovery proposed
7. Date of complete repayment of previous advance
8. Details of advances pending recovery
  - 1) The amount of previous advance

- 2) Dates of drawal of each advance
- 3) Balance outstanding against each advance
9. Amount of consolidated advance item 4 and 8 (3) and the number and amount of monthly installments in which the consolidated advance is proposed to be repaid.
10. Details of payment desired

### **DECLARATION**

I ....., hereby declare that the particulars furnished above are true and that I agree to abide the KCHR Provident Fund Rules in force. I also promise to repay the above advance in equal monthly installments according to Rules.

Place: \_\_\_\_\_ (Signature of the subscriber  
Date: \_\_\_\_\_ with Name and Designation)

### **ENQUIRY AND VERIFICATION CERTIFICATE**

1. Total amount at the credit of the subscriber
2. Amount of advance admissible/sanctioned
3. Number of installments of repayment allowed
4. Any other fact requiring consideration
5. Reason for rejecting the application, if any.
6. Enquiry certificate

Place: \_\_\_\_\_ Signature of the Director/  
Date: \_\_\_\_\_ Head of the Department



## **Application for the Non-Refundable withdrawal from the Provident Fund**

1. Name and Account No. of the subscriber
2. Designation/department
3. Pay and dearness pay
4. Whether the subscriber had opted for the Provident Fund scheme within the prescribed time limit
5. Date of retirement on superannuation
6. Total service (in year) as on date
7. Purpose of the withdrawal:
  - (a) withdrawal is required for meeting the expenditure in connection with the
    - I. Higher education of any child or dependant of the subscriber, specify the nature and duration of the course (in the case of dependant, also specify whether the subscriber has any child)
    - II. marriage of son or daughter or any other female relative dependant of the subscriber, indicate also the month in which the marriage takes place (in the case of dependant, specify also whether the subscriber has any daughter)
    - III. Illness of the subscriber or any person actually dependant on him/her, mention the nature of illness etc.
    - IV. acquisition of a house and/ or site. Furnish in whose name (s) (Subscribers and/or his wife's) it will be acquired and whether it is for the actual residence of the subscriber and/or his/her family
    - V. Construction, reconstruction, repair etc. of a house, state whether the site on which the house is proposed to be constructed, or the site on which the house proposed to be constructed, repaired, altered etc. is situated is owned by the subscriber and/or his wife, and whether the house is for the actual residence of the subscriber and/or his family.

- (b) If the withdrawal is required for payment of a loan taken for the :
- (i) marriage of a son or daughter or any female relative dependent on him/her, specify the mount of loan taken on account of the marriage, the balance outstanding against it and the date on which the marriage has been celebrated.
  - (ii) Construction of a house or allied purpose, State the amount of loan expressly taken for the purpose, the balance outstanding against it and in whose name(s) Subscriber and/or his wife's the ownership of the house and/or site is vested.)
8. Amount of the loan, if any, by the subscriber and/or his wife from the Government under any scheme sponsored by them for the grant of house construction loans and the number and date of the orders/proceeding in which sanction was issued therefore.
  9. Amount of withdrawal proposed (both in words & figures)
  10. Mode of payment desired
  11. (a) whether any non-refundable withdrawal was made him/her from the fund previously for the same or a different object and if so, furnish the details thereof.  
(b) If any withdrawal was made as mentioned in (a) above, state whether he/she had submitted the utilization certificate in respect of that withdrawal to the appropriate authority within the prescribed time limit.. If the certificate was not submitted within the said period, furnish the reason therefore.
  12. Special circumstances which necessitate the withdrawal (This column need be filled in only if the amount proposed to be withdrawn exceeds half the amount in the credit or six months pay whichever is less or if the withdrawal requires special sanction in relaxation of any of the provisions in the Rules).

### DECLARATION

I, .....do hereby declare that the above statement furnished by me are true and that I agree to abide by the Rules as amended from time to time. I do hereby further declare that I shall accept the amount as found admissible and authorized by the Head of the Department.

Place:	Signature of the subscriber with date
Date:	Designation and full official address

### **Verification report**

1. Total amount at the credit of the subscriber
2. Amount admissible under the Rules
3. Rule(s) under which the sanction permitting the withdrawal by the subscriber is to recorded
4. Any other facts which require special consideration
5. Certified that the particulars furnished by the subscriber against Columns 2,3,4,5,6,8 and 11 with reference to the relevant records and that they are found to be correct.

Signature of the verifying officer/  
Authorised Competent authority

Forwarded to the Head of the Department

### **RECOMMENDATION OF THE HEAD OF THE DEPARTMENT**

After making enquiries about the statement contained in the application regarding the object of the proposed withdrawal I am satisfied that it is bonafide.

Recommended/Not recommended

Dated signature of the  
Head of the Department

### **PROVIDENT FUND PASS BOOK**

This is only a subscriber's record denoting the transactions in his/her Provident Fund Account. In case of any dispute the balance in the Account, the balance as per ledgers in the KCHR, only will be accepted.

### **INSTRUCTIONS**

1. Fill in carefully all the entries in the Pass Book. Whenever there is a change

in the designation, official address or in the Account number of the subscriber, the fact should invariably be noted in the relevant column.

2. In the case of staff other than the Head of the Department, the entries relating to the particulars of the subscription will be made each month by the Accounts officer after proper verification and duly attested by the Director/ Head of the Department. In the case of the Director/Head of the Department, he/she himself/herself or the Accounts officer should make the entries in the Pass Book. The date of encashment should invariably be filled by the Accounts officer after proper verification.
3. If no bill is encashed in a particular month the column for that should be left blank.
4. Amount if any remitted should also be indicated in the respective column. The remittance details should be given such as Voucher No. date of remittance etc. should be posted.
5. Whenever an advance is sanctioned to the subscriber, the details thereof should be entered in the Pass Book immediately after the disbursement of the amount with voucher No. date of payment etc.
6. The subscriber should, on receipt of the credit slip for the particular year, fill the last six columns beginning "Total credits for the current year" and work out the closing balance for the year. If any discrepancy is noticed in the amounts furnished in the credit slip and those in the Pass Book, the subscriber should immediately taken up the matter with the Accounts Officer, who will verify the accounts maintained in the office and pursue action for tracing out and adjusting the missing credit and/or debits in the Account.

### **PROVIDENT FUND PASS BOOK**

Name of the  
subscriber.....

Date of admission to the Fund

-----

Designation of the subscriber/ office to which he/she is attached	Provident Fund Account number	For the period	
		From	To
(1)	(2)	(3)	(4)

Subscriber's Account No. Year.....

Month	Amount deducted		Total deduction	Amount withdrawn	Details of payment
	Subscription	Refund			
April					
May					
June					
July					
August					
September					
October					
November					
December					
January					
February					
March					

Opening balance brought forward from the previous year's account	Rs.
Credits for the current year	Rs.
Interest accrued for the year	Rs.
Total	Rs
Total debit for the current year	Rs.
Closing balance as on 31/03/20.....	

(to be carried over to the next year's  
account as opening balance)

Rs.

Signature of  
Subscriber

Signature of the  
Accounts officer

Signature of the  
Head of the department

### APPLICATION FOR CLOSURE OF PROVIDENT FUND ACCOUNT

1. Name (in full) of the Subscriber :
  2. Account No. :
  3. Address (a) Official :
  - (b) Residence :
  4. Designation :
  5. Date of Birth :
  6. (a) Office which he/she is working/worked last :
  - (b) Date of proceeding on leave preparatory to retirement
  - (c) Date of quitting service by retirement/ superannuation
  - (d) Statement of option required
- If he/she has already quitted service otherwise specify whether he/she quitted service by discharge dismissal, resignation or death

7. In case of 6 (b) whether he/she has drawn his/her salary for the month immediately preceding the month of retirement. If so, furnish the date of drawal of the salary.
8. (a) Number and date of voucher in which the last Provident Fund deduction was made.  
(b) The amount of last fund deduction
  - i) Subscription
  - ii) Refund of advance(c) Gross amount/Date of encashment
9. (a) Whether any temporary advance was sanctioned to him/her from the Provident Fund Account during the 12 months immediately preceding the date of application for closure of the Account on his/her quitting service if so indicate the amount of the advance, the date of sanction of the advance.  
(b) Whether any non-refundable withdrawal was sanctioned to him/her from his/her PF Account during the 12 months immediately preceding the date of application for closure of account on his/her quitting the service If so indicate the amount of advance, date of sanction of the amount. In both cases, if any, amount was sanctioned, the details of payment may be furnished. :
10. Whether personal marks of identification/left hand thumb impression and finger impression and specimen signature in duplicate furnished duly attested by the Head of the Department. :
11. Name of the Bank/Office through which payment is to be made.
12. In the event of the death of the subscriber before making the final disbursement of the PF Account furnish :
  - a) Date of birth of the subscriber
  - b) Date of his/her appointment in the service
  - c) Date on which subscription of PF Account started
  - d) Date of death

- e) Whether proof of death/Death Certificate issued by the Municipal Authorities/Competent Authorities furnished
- f) Whether a valid nomination has been executed by the Subscriber
- g) If so, name(s) of the nominees, age (s), relationship of the Nominees and his/her relationship to the subscriber.
- h) If there is no valid nomination executed, furnish the list Members of the subscriber's family as defined in the Rules surviving on the date of death of the subscriber to whom the PF amount is payable together with his/her name(s) age(s) and respective relationship to the subscriber, with Departmental Enquiry Certificate. In the case of daughter(s) indicate whether she/they is/are married or unmarried. If married furnish whether/their husband(s) us/are alive.
- i) In case where there is no valid nomination and where no member of the family of the subscriber as defined in these Rules, furnish the details of the person(s) to whom the PF amount is payable (to be supported by letters of Probate of Succession Certificate etc.)
- j) Whether fresh nomination in original enclosed (the subscriber is required to furnish a fresh nomination along with the closure application)

**DECLARATION**

I, .....do hereby declare that the particulars mentioned above are true. I further declare that I do/do not accept the balance standing credit of my PF Account No. ....communicated to me in the annual account statement for the financial year ended the 31<sup>st</sup> March.....

Place :  
Date :

Signature of the subscriber/  
Nominee(s)/Other claimant(s)  
with full address.



(To be filled by the Head of the Department)

Certified that after due verification with reference to the records available in my office that Shri/Smt.....Subscriber to PF Account No..... has proceeded on leave preparatory to retirement with effect from .....FN/AN will be retired/has already retired/has discharged/removed/has resigned finally from the service with effect from.....FN/AN and his/her resignation has/had been accepted. He/she has drawn on.....his/her salary for the month immediately preceding the month of the retirement.

Certified, also that he/she has not resigned from the service with the prior permission of the Government to take up appointment in another department of the State/Central Government/ Autonomous institution registered under the Societies Act.

Certified, further after due verification with reference to the records available in my office that no temporary advance/refundable advance was sanctioned to the subscriber from his/her Provident Fund Account during 12 months immediately preceding the date of his application for closure of the Account/quitting the service.

Certified also after due verification of the records available in the office that the following temporary advance(s), non-refundable advance(s) was/were sanctioned to the subscriber from his/her Provident Fund Account during the twelve months immediately preceding the date of his/her application for closure of PF Account/quitting the service.

Amount of Temporary Advance	Amount of non-refundable Advance	No. and Date of sanction	Date of sanction	Voucher No. Date
1.				
2.				
3.				
4.				

Certified that the last fund deduction was made from his/her salary for the month of .....for Rs.....as per Bill/Voucher No.....,the amount of Rs.....

Certified, also that, the entries against Columns 1,2,3,6 and 9 furnished by the subscriber/nominee(s)/claimant(s) have been verified by me with reference to the records available in my office and found correct.

Certified, also that the entry against column furnished by the claimant(s) has been verified by me and found correct to the best of my knowledge.

Place: Signature of the Head of the Department

Date:

**Form of application for final transfer of balance in the Provident Account  
to Bodies corporate/Autonomous institutions/other Governments**

From

.....  
.....

To

.....  
.....

(Through Head of the office/department)

Sir,

I have been permanently transferred to/have resigned finally from Government/  
..... service to take up appoint with .....and my resignation

has been accepted with effect from .....FN/AN. I joined service with effect  
from.....FN/AN of .....

I request that the entire amount at my credit with interest due under the Rules may  
be transferred to my Provident Fund Account in .....when  
opened.

A sum of Rs.....was last deducted as Provident Fund subscription and recovery on account of Advance from my salary for the month of ..... for Rs.....encashed in the Treasury/Bank.

I certify that I have neither drawn any temporary advance nor made any final withdrawal from my Provident Fund Account during the 12 months immediately preceding the date of my quitting service under ...../Government or details of temporary advances drawn by me/final withdrawals made from my Provident Fund Account during the 12 months preceding the date of my quitting service under ...../Government are given below :

Sl.No.	Amount of advance drawn	Date of advance taken

I hereby certify that no amount was withdrawn /the following amounts were withdrawn by me from my Provident Fund Account during the 12 months immediately preceding the date of my quitting service under ...../Government.

Sl.No.	Amount of advance drawn	Date of advance taken

Place :

Yours faithfully,

Date :

(Name & Address & Signature of the subscriber)

**CERTIFICATE BY THE HEAD OF THE DEPARTMENT/OFFICE**

Certified that he/she has been permanently transferred to/resigned from Government/service of .....with prior permission of the Government/institution to take up an appointment in the .....and he/she has been relieved his/her resignation has been accepted with effect from .....

It is certified after due verification with reference to the records in my office, that no temporary advance/final withdrawal was sanctioned to the applicant from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her quitting the service under .....

It is also certified that after due verification with the records in my office, that the following temporary advances/final withdrawals were sanctioned to and drawn by the applicant from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her quitting service under .....

Amount of Temporary Advance	Amount of non-refundable Advance	No. and Date of sanction	Date of sanction	Voucher No. Date
1.				
2.				
3.				
4.				

Signature of the Head of the Department/Institution

**Form of Application for final transfer to Corporate Bodies/Other  
Governments of balances in the Provident Fund Account**

From

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

To

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

Sir,

(Through Head of the Department)

I have been permanently transferred to/have resigned finally from ..... service to take up appointment with .....and my resignation has been accepted with effect from .....FN/AN of .....

I request hat the entire amount at my credit with interest due under the Rules may be transferred to my Provident Fund Account No. ....when opened.

The under mentioned advances/withdrawals are pending for payment.

Amount of Temporary Advance	Amount of non- refundable Advance	No. and Date of sanction	Date of sanction	Voucher No. Date
1.				
2.				
3.				
4.				

Yours faithfully,

(Signature/Name & Address of the subscriber)

**For the use of the Head of the Institution/Department**

Forwarded to .....

The Provident Fund Account No. of Shri./Smt./Kumari..... (as verified from the statements furnished to him/her for the year.....) is .....

He/she has been permanently transferred to/has resigned finally from the service of .....with prior permission of .....to take up appointment with.....and he/she has been relieved his/her resignation has been accepted with effect from .....FN/AN.....

A sum of Rs.....was last deducted as Provident Fund subscription and recovery on account of Advance from my salary for the month of ..... for Rs.....encashed in the Treasury/Bank.

Certified that he/she was neither sanctioned any temporary advance not any final withdrawal from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her quitting service under .....

It is also certified that after due verification with the records in my office, that the following temporary advances/final withdrawals were sanctioned to and drawn by the applicant from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her quitting service under .....

Amount of Temporary Advance	Amount of non-refundable Advance	No. and Date of sanction	Date of sanction	Voucher No. Date
-----------------------------	----------------------------------	--------------------------	------------------	------------------

- 1.
- 2.
- 3.
- 4.

Signature of the Head of the Department/Institution

From

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

To

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

Sir,

With reference to your letter No.....dated.....  
intimating that.....quitted the service/died.....  
on.....and requesting for payment of the amount at .....credit  
(Account No.....) in the Provident Fund Account on that date, I authorise you  
to draw a sum of Rs.....(Rupees.....only)  
representing the amount of .....deposit with interest calculated to  
.....by presenting the bill at the Treasury/Bank .....

The disbursement should be made in terms of Rules .....of Provident  
Fund Rules and a certificate of disbursement of the amount furnished.

The deceased by a declaration, dated .....desired that the whole/part of his/  
her accumulations in the Fund should be paid to the persons name below in the  
proportions mentioned against each.

- 1.
- 2.
- 3.
- 4.

The payee should be informed that he/she shall have to accept the amount when  
tendered.

The .....has been advised accordingly.

Yours faithfully,  
(Signature and designation)

Copy to : ..... - For information and necessary action.

No.

Date:

From

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

To

The Treasury Officer/Branch Manager,  
.....Treasury.....Bank,  
.....

Sir,

I request you to arrange for the payment of Rs. ....(Rupees.....  
.....only) to .....from the Bank/Treasury on.....  
or after.....

The amount represents the available/residual balance of the deposits in the Provident  
Fund Account No.....with interest calculated thereon to the.....  
The following document(s) required in connection with the identification of the payee  
is/are enclosed.

The payee should be informed that he/she shall have to accept the amount when  
tendered.

The amount when paid, may be debited to this office Account No. quoting the No.  
and date of this office letter, accounts as receipt in support of the charge.

The payee may be informed accordingly.

Yours faithfully,

Signature of the Head of the Institution/  
Department

Copy forwarded for information to the .....with the request that the payee  
may be directed to receive payment at the .....Treasury/Bank. He/she should  
also be informed that he/she shall have to accept the amount when tendered, and no  
further interest will be allowed thereafter. Authority for payment of the residual  
balance will issue as soon as the credits for .....are booked in his ledger account.

Accounts Officer



**FORM OF APPLICATION FOR CONVERSION OF AN ADVANCE INTO A  
PART FINAL WITHDRAWAL**

1. Name of the subscriber
2. Account No.
3. Designation
4. Address
5. Pay
6. Amount at the credit on the date of application (subscription and interest due thereon)
7. Balance outstanding to be converted into a part final withdrawal
  - (a) Purpose for which advance is taken
  - (b) Date of payment of the advance
  - (c) Amount of advance sanctioned
8. Details of advance sanctioned
9. Whether any advance or part final withdrawal has been Previously for the purpose mentioned above. If so Particulars thereof.
10. (a) Total service, including the broken periods, if any, on the date of this application
  - (b) Period of service left on the date of application for attaining the age of superannuation
  - (c) The date of superannuation

Place:

Signature of the applicant

Date:

The above particulars have been verified and found to be correct.

Signature & Designation of the  
Recommending Authority

**SANCTION ORDER**

No.

Date:

Sanction is hereby accorded under the Clause of Provident Fund Rules of the KCHR for the conversion into part final withdrawal of an amount of Rs..... (Rupees.....only) being the outstanding balance out of the Provident Fund Advance of Rs.....sanctioned on.....and drawn on .....of.....for the purpose to Sri./Smt ..... of the KCHR.

Signature of the Director/Head of the Department

Place:

Date:

Copy forwarded to:

The Treasury Officer/Branch Manager  
.....Treasury/ .....Bank

Sri./Smt./Kumari.

Accounts department

Personnel file of the subscriber

PF File

.....  
.....

## FORM OF NOMINATION

I (Name).....hereby nominate the person (s) mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable or having become payable, has not been paid.

Name and full permanent Address of nominee (s)	Relationship with the Subscriber	Age	Share payable each	Contingencies on the happening of which the nomination shall become invalid	Name, address relationship & age of the person to whom the right of the nominee shall pass in the event of his predeceasing the subscriber	Name and address of the person to whom share is to be paid on behalf of minor
1	2	3	4	5	6	7

Place :

Account No.....

Date :

Signature of the subscriber with Name and Designation

Name & Address

Signature

Witness (1)

(2)

Counter Signature by head of office (required only when subscriber is Non-Gazetted Government Servant).....

Instruction:

- Column 1. A subscriber can nominate more than one person. If he/she has a family as defined in KCHR Employees Provident Fund Rules, the Nomination shall not be in favour of any person who is member of the family.

- Column 4. If the subscriber nominates only one person, the work “in full” may be noted. Otherwise the share payable to each so as to cover the whole amount standing at the credit of the subscriber may be specified.
- Column 5. Death need not be shown as contingency. In the case of persons having no family as defined in KCHR Employees Provident Fund Rules, the subscriber shall state that the nomination shall become invalid in the event of his subsequently acquiring a family. Similarly in the case of a subscriber having only one member in the family and who wished to nominate another person as alternate nominee, he shall specify that the right conferred on the alternate nominee shall become invalid in the event of the subscriber acquiring an additional member in the family.
- Column 6 & 7 The name to be specified in these columns shall be that of a person other than subscriber or nominee.
- Account No. In the case of persons who file the nomination along with application for admission to the fund, this will be furnished by the Head of the Department.

Note: The Nomination made by a subscriber who is not married will become invalid on his getting married.

## EMPLOYEES MEDICAL ATTENDANCE RULES

### Introduction:

**Whereas** the Kerala Council for Historical Research (KCHR) was established under the provisions of Travancore-Cochin Literary, Scientific and Charitable Societies Registration Act XII of 1955 and registered on 17<sup>th</sup> March 2001, is an autonomous research organization.

**Whereas** Clause 20 of the Rules and Regulations of the KCHR provides that the Executive Council may make regulations not inconsistent with the Memorandum of Association and the Rules made there under for transactions of its business and for such other matters as are necessary for the purposes of giving effect to the aims and objectives of the Kerala Council for Historical Research (KCHR) and Clause 12 (2) provides the conditions of services of the officers and employees of the Council shall be governed by regulations made by the Executive Council from time to time.

**Whereas** the Executive Council considered the draft rules of the KCHR Employees Medical Attendance and approved the same on 10<sup>th</sup> August, 2007.

It is provided as follows :

## EMPLOYEES MEDICAL ATTENDANCE RULES

- TITLE** : These Rules may be called "THE KERALA COUNCIL FOR HISTORICAL RESEARCH EMPLOYEES' MEDICAL ATTENDANCE RULES".
- COMMENCEMENT** : These Rules shall take effective from the date of approval of the Executive Council of Kerala Council for Historical Research.
- SCOPE** : These Rules shall apply to:
- (i) All permanent employees of the Council and those who are on probation
  - (ii) Members of the family of all the permanent employees

- (iii) Employees appointed on contract / daily wages
- (iv) Employees of Government departments/ autonomous institutions and other public sector organizations, on deputation to Kerala Council for Historical Research, provided their terms of deputation do provide for the same.

These Rules are not applicable to the employees who have been granted leave without pay for taking up assignments or for study purposes in side/outside India and those employees absenting from duty without permission.

**COUNCIL:** : **“Council”** means the Kerala Council for Historical Research (KCHR) having its Registered Office at “Vyloppilly Samskrithi Bhavan”, P.B.No.839, Nalanda, Trivandrum-3.

**FAMILY** : **“Family”** means wife or husband as the case may be of the employee, children including adopted and step children of the employee and parents solely dependant on the employee.

In the case of contract employees those who are in service of five years, are eligible for reimbursement of medical expenses of his/her family also, provided no dependant member of his/her family is an earning member.

**AUTHORISED MEDICAL ATTENDANT (AMA)** : Authorised Medical Attendance (AMA) means any Registered ‘A’ Class Medical Practitioner in Allopathic, Ayurvedic or Homeopathic systems of medicine, licensed to practice within India and includes any Medical Practitioner appointed by Kerala Council for Historical Research (KCHR) as its Medical Officer for the purpose of these Rules.

## MEDICAL

### ATTENDANCE

- : (a) Professional advice, care, clinical or other examinations for the purpose of diagnosis, imparted by/undertaken at the instance of AMA as available in a Government Hospital/Hospitals, the consultation room or dispensary of the AMA/clinical laboratories.
- b) Treatment of a curative nature undertaken by/ at the instance of AMA at the consulting room/dispensary maintained by the AMA/Govt. Hospital/Private Hospital, whether undertaken as out-patient or as in-patient or at the residence of the employee concerned in accordance with the provisions in these Rules, consultation fees, hospital rent, cost of medicines, laboratory expenses for pathological/radiological/bacteriological methods of examination etc. will be reimbursed.
- c) Curative/corrective surgical treatment undertaken including the cost of consequential bandaging/ dressing, blood transfusions, plaster casts, transplantation charges, hospital rent and cost of medicine will be reimbursed.
- d) Consultation with specialists in Ophthalmology including the reimbursement of consultation fees, cost of medicines and cost of spectacles etc. However, the cost of spectacles will be allowed once in a year and limited to Rs. 750/- on each occasion.
- e) Consultations with Dental surgeon including the reimbursement of consultation fees, cost of medicines, extraction of teeth and corrective/curative surgical treatment including replacement of denture/filling undertaken etc.

- f) Consultation with ENT specialist consultation fees, cost of medicines, hearing aids prescribed will be reimbursed. However the cost of the hearing aid will be reimbursed once in a year and limited to Rs. 750/- on each occasion.
- g) In the case of female employees/spouses of male employee, consultation with Gynecologist, consultation charges, cost of medicines prescribed for pre-natal/post natal treatment, surgical/delivery expenses including the hospital rent etc.
- h) Medical attendance in respect of Ayurvedic and Homeopathic treatment, cost of medicines, consultation fees, professional services like massaging rendered will be reimbursed. However, in the case of in-patient treatment, the room rent of private hospitals and dispensaries are reimbursed only after getting the specific approval from the Director. The in-patient/out-patient treatment in the Government Ayurveda Hospitals will be allowed and all charges will be reimbursed on production of bills.

**COST OF MEDICINES  
REIMBURSED**

- : Cost of medicines reimbursable under this Rule is cost of curative medicines/vaccines prescribed by the AMA for the treatment of the employee/ members of the family of the employee etc. However, no reimbursement will be made in respect of primary food, and disinfectants.

**CONSULTATION FEES**

- : Consultation with AMAs in the Grades of Tutors /Asst.Surgeons/Asst. Professors/Civil Surgeon Grade II, in Government/Medical College Hospitals, the consultation fee is limited to Rs. 100/- per consultation. Consultation with AMAs



attached to private hospitals/dispensaries or practicing independently irrespective of Allopathy, Homeopathy and Ayurveda, the consultation fee is limited to Rs. 100/- per consultation. Consultation with AMAs in the Grade of Civil Surgeon Grade I, Associate Professors and above in Government/Medical College Hospitals/ Specialists with Post Graduate qualification in Government Hospitals or practicing independently in private hospitals etc. the consultation fees is limited to Rs. 150/- per consultation.

**REIMBURSEMENT OF  
MEDICAL EXPENSES**

- : a) All expenses towards medical attendance/ treatment will be met by the employee in the first instance and the claim for reimbursement submitted later.
- b) All the claims for reimbursement of medical expenses in respect of out-patient/in-patient treatment shall be supported by the prescription from the AMAs/Specialists as the case may be. In the case of inpatient treatment in the Government Hospitals, bills if any together with the discharge certificate duly signed by the Medical Officer/competent authority should be submitted along with the claim. However, in the case of hospitalization in the private/ other hospitals, the claims for reimbursement should be supported by hospital bills with supporting documents etc
- c) All the claims for reimbursement should be submitted within two months from the date of treatment/discharge from the hospital. However, the claims relating to the last month of every financial year should be submitted within one month from the commencement of the succeeding financial year.

- ELIGIBILITY** : The liability of the Council to reimburse Medical expenses of an employee (including family members) is restricted to one month's salary (basic pay + dearness and other allowances including special/ad hoc allowances) per annum. For this purpose, the salary drawn during the last month of the financial year will be reckoned as the eligibility. In case an employee joins the service during the course of a financial year, he/she will be eligible for an amount in a proportionate manner. However, the Council may allow him/her to draw full eligibility considering the genuineness of the claim.
- CARRY FORWARD OF UNUTILISED BALANCES** : In case where an employee does not avail his/her full entitlement during a particular financial year, such employee shall be allowed to carry forward the unutilized balance to the next succeeding year. However, this will be permitted for two years only.
- MEDICAL ADVANCE** : Normally, no advance shall be given to employees for the purpose of meeting the expenses in connection with the medical treatment. However, in exceptional cases, the Director may sanction repayable advance subject to the maximum of one month's basic and dearness allowance repayable in ten equal installments. Only one advance shall be sanctioned to an employee in a financial year. A second advance shall not be sanctioned when an earlier advance sanctioned is pending repayment. Request for advance should invariably accompany with a certificate from the Medical Officer that the employee/his/her family member is admitted in a hospital and the approximate expected duration of the impatient treatment etc.

**ADVANCE UTILISATION  
OF SUCCEEDING  
YEAR'S ELIGIBILITY**

- : In the case of prolonged hospitalization, where the employee's eligibility for reimbursement has already been utilized full, the Director may sanction the amount equivalent of the next succeeding financial year's limit in advance.

**POWERS OF SANCTION  
IN RELAXATION OF  
RULES**

- : In exceptional circumstances, the Director may sanction reimbursement of medical expenses in relaxation of all/any of the provisions in these Rules, subject to the ratification of the same by the Executive Council.

**FORM OF APPLICATION FOR CLAIMING THE REIMBURSEMENT OF MEDICAL  
EXPENSES INCURRED**

1. Name of the Applicant :
2. Designation :
3. Basic pay & DA :
4. Nature of illness :
5. Treated by :
6. Name of Patient and relationship  
with the employee
7. Whether hospitalized or not :
8. If Hospitalized whether in Govt. Hospital  
or Private Hospital and the name of  
the hospital
9. If Hospitalized outside the State :
  - (i) Whether the patient was on duty
  - (ii) Name of the Hospital in which treated
  - (iii) Name of the Doctor (s) treated
10. Details of the amount claimed :
  - (i) Cost of medicines
  - (ii) Charges of laboratory services
  - (iii) Charges of rent (in the case of  
In-patient treatment)
  - (iv) Total amount (in words & in figures)
11. List of enclosures:
  - (i) List of Cash Bills
  - (ii) Certificate of declaration

**DECLARATION**

I hereby declare that the particulars furnished above are true to the best of my

knowledge and belief and that the person(s) for whom expenditure has been incurred is/are wholly depended on me.

Place:

Date: (Signature of the applicant)

Claim is authorized for the reimbursement of Rs.

(Rupees.....only)

**Chairman/Director**

### ESSENTIALITY CERTIFICATE

I certify that Shri/Smt.....  
employed in the .....  
has been under treatment at this hospital/dispensary or at his/her residence for  
the period from .....to..... and that the under-  
mentioned medicines prescribed by me in this connection were essential for the  
recovery/prevention of serious deterioration in the condition of the patient, They  
do not include proprietary preparations for which cheaper substance of equal  
therapeutic value are available, nor preparations which are primary foods, tonics,  
toilet preparations or disinfections.

It is further certified that the case did not require hospitalization but require  
medical attendance at the out patient department.

The patient was/has been suffering from.....(Name  
of the disease)

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<b>Name of Medicines</b>	<b>Clinical/Pharmacological name of medicines</b>	<b>Particulars</b>	<b>Amount</b>
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**Date :**

**Name & Signature of the authorized  
Medical Attendant**

**(Seal)**