

To

Sh. Gurubaksh Singh,
Public Information Officer, SGBT Khalsa College
North Campus, Delhi University, Delhi-110007.

Name & Address of the Applicant: **Amlanjyoti Majumdar**
Qrs. No: 711, Sector -IV
R. K. Puram, New Delhi -110022

1. Particulars of Payment made:
2. Particulars of Information sought:

Vide IPO NO 243891 in favour of DDO/ACITS. Office
SGBT Khalsa College dt. 5.3.2010. (Attached)

- (a) Concerned organization: SGBT Khalsa College, University of Delhi
- (b) Particulars of Information required: regarding permanent Teachers of the college proceeding on study leave for doing PhD/ leave rules etc.

Sir,

It is requested that the following information may kindly be provided under the Provisions of the RTI Act 2005 for which necessary fee is enclosed, charges if any towards copying etc. shall be paid at the time of providing the information.

1. In response to a recent RTI application of one Shri Arunav Patnaik you have informed that "only one teacher named Mrs. Madhavi Zutshi was sanctioned Extra Ordinary Leave in continuation of study leave. She availed 02 years of extra ordinary leave in continuation of Study leave".

Information may kindly be provided as to:

- (a) Date of initial period of study leave sanctioned to Mrs. Madhavi Zutshi along with the copy of the leave application made by Mrs. Zutshi for grant of study leave, copies of all file noting recording the processing of the application of Mrs. Zutshi, approval thereof by the competent authority, copy of the communication issued by the college conveying sanction of the study leave by the competent authority.
- (b) Copy of the signed bond executed between the SGBT Khalsa College and Mrs. Madhvi Zutshi before proceeding on study leave w.e.f. 19.08.2002.
- (c) Please provide copies of subsequent applications made by Mrs. Zutshi for extension of her period of study leave and leave of any nature including the Extra Ordinary leave covering the whole period of leave that is study leave plus EOL as mentioned in reply to the RTI of Shri Arunabh Patnaik referred to in Point 1 above.
- (d) Please provide copies of file notes where applications of Mrs. Zutshi as mentioned at (b) above were processed and examined. Copies these notes may be provided separately for each of the applications made by Mrs. Zutshi covering the period from 19.8.05 onwards till the time she was sanctioned Extraordinary leave of leave of any nature in continuation with her study leave upto 18.08.2005.
- (e) Kindly provide copies of minutes of college governing body meetings recording decisions taken vis-à-vis sanction of extraordinary leave or leave of any other nature to Mrs. Madhvi Zutshi Lecturer in conjunction and continuously with her study leave beyond 18.08.2005.
- (f) Kindly provide the name of the individuals who were holding the post of Principal of the college during the period 19.08.2002 to 18.08.2005 and w.e.f. 19.08.2005 till the time Mrs. Madhvi Zutshi was on continuous leave in conjunction with her 3 yrs. Study leave.
- (g) Kindly provide copies of all documents wherein remarks/observations/orders passed by the Principals of the college including that of the present Principal Dr. Jaswinder Singh have been recorded vis-à-vis grant of extraordinary leave to Mrs. Madhvi Zutshi in continuation with her study leave.
- (h) Copies of any document which records the observation of Dr. Jaswinder Singh Principal that as per Delhi University Leave Rule, no college teacher can remain absent from duty continuously for more than 3 years while sanctioning extraordinary leave to Mrs. Madhvi Zutshi in continuation to her 3 yrs. Study leave.
- (i) Copies of any communication made by the college/ Principal with the Delhi University in connection with processing of the grant of extraordinary leave to Mrs. Madhvi Zutshi in continuation of her study leave beyond 18.08.2005.
- (j) Copies of communications indicating responses of the university in respect of communication of the college/ principal as mentioned at (g) above if any.

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2. Kindly provide information as to whether Mrs. Madhvi Zutshi was further sanctioned one more year of leave w.e.f. January, 08 to January, 09. If so, kindly provide copies of the following:

- (i) Application of Mrs. Madhvi Zutshi indicating the purpose of the leave.
- (ii) Copies of file note indicating the processing and approval of such application by Mrs. Zutshi including the comments/remarks/observation of the principal Dr. Jaswinder Singh.
- (iii) Copies of any document wherein the principal would have recorded his view while sanctioning the leave case of Mrs. Zutshi that a teacher needs to serve for equal period commensurate with the study leave granted to her before further leave can be granted.

3. Kindly provide copies of all file notes indicating processing of application for grant of EOL by Mrs. Mahasweta Baxipatra Asst. Professor beyond 16.08.2009.

4. Kindly provide copies of all documents recording the observations/remarks/orders passed by Dr. Jaswinder Singh, Principal while processing the leave application of Mrs. Baxipatra as mentioned at 3 above.

5. Kindly provide copies of documents if any, wherein Dr. Jaswinder Singh, Principal or any other individual recorded the nature of similarity between the requests of grant of EOL by Mrs. Baxipatra with the already existent precedent in respect of Mrs. Madhvi Zutshi.

6. Kindly provide copies of all file notes leading to referring of the case of EOL request by Mrs. Baxipatra in continuation to her study leave beyond 16.08.2009 to the Registrar/Dean of Delhi University. Also provide information regarding whether the fact that similar leave in continuation to study leave had been granted in respect of Mrs. Madhvi Zutshi was brought to the notice of Dean/Registrar while referring the case of Mrs. Baxipatra.

7. Kindly provide copies of minutes of governing body meeting indicating observations made by individual members, chairman and principal held on 04.01.2010 and any previous meeting of governing body wherein the case of grant of EOL of Mrs. Baxipatra was examined and a decision regarding terminating the service of Mrs. Baxipatra was taken.

8. Kindly provide copies of manual/documents/ conduct rules/service rule indicating major and minor penalties, methods of imposition of the same and competent authorities thereof for DU college teachers including that of SGBT Khalsa College.

9. I shall also like to inspect all relevant documents relating to the cases of Mrs. Baxipatra as well as Mrs. Madhvi Zutshi.

10. The information sought at point 1-8 above may be provided within **48 hours** of receipt of this application in terms of the RTI Act since this matter relates to **life and death** of my sister-in-law Mrs. Mahasweta Baxipatra as process for termination of her service has been initiated by the Principal of the SGBT Khalsa College

Yours faithfully,

Amlanjyoti Majumdar
(Amlanjyoti Majumdar) 9/3/10

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SRI GURU TEGH BAHADUR KHALSA COLLEGE, DELHI-7 Receipt No. <i>RTI/1225</i>
08 MAR 2010
S.O. (Admn.) Accounts/Lib. Convener Deptt. of.....
Principal <i>at</i>



Phone: 27667469, 27666220(Fax) khalsasgtb@vsnl.com, sgtbkdel@del3.vsnl.net.in

SRI GURU TEGH BAHADUR KHALSA COLLEGE
UNIVERSITY OF DELHI
DELHI - 110007

Ref. No. *R.P.I./36*

Regd. A.D.

Date: 05.04.2010
07

Mr. Amlanjyoti Majumdar
Qrs. No. 711, Sector-IV
R.K.Puram, New Delhi-22

Dear Sir,

This has reference to your application-dated 05.03.2010, received in the college office on 08.03.2010 seeking information under RTI Act, 2005; the replies of the information sought is being provided parawise as under:

- 1 (a) Mrs. Madhvi Zutshi was sanctioned Study Leave initially for one year w.e.f. 19.08.2002 vide University of Delhi letter no. CB-I/2002/107 dated 07.08.2002 (Copy enclosed).
 - (b) Copy of the bond submitted by Mrs. Madhvi Zutshi before proceeding on study leave is being sent.
 - (c) Copies of the applications made by Mrs. Madhvi Zutshi for extension of study leave & Extra Ordinary Leave are being sent.
 - (d) Copies of the leave applications of Mrs. Madhvi Zutshi applying therein for grant of Extra Ordinary Leave and extension of same are being sent.
 - (e) The Copies of the minutes of Governing Body proceedings/recordings decisions taken sanctioning Extra Ordinary Leave to Mrs. Madhvi Zutshi cannot be provided as they are marked confidential and cannot be provided unless and until permitted by Governing Body.
 - (f) The following were in the Chair of the Principal during the periods 19.08.2002 to 18.08.2005. Dr. Daljit Singh Claire, Principal, Dr. B.S. Rattan, Offg. Principal, S Jaspal Singh, Offg. Principal and current Principal Dr. Jaswinder Singh, who took charge on 07.11.2005 A.N.
 - (g) Copies of the documents showing remarks/observations/orders passed by the Principal/s of the college are being sent.
 - (h) When Dr. Jaswinder Singh took over as the Principal of the College, Mrs. Madhvi Zutshi was already sanctioned Extra Ordinary leave.
 - (i) The grant of Extra Ordinary Leave is within the powers of the College Governing Body; hence no communications was exchanged between institution and University of Delhi.
 - (j) Irrelevant in view of reply at Sr. no. 1
- 2 In response to sanction of Leave from January, 08 to January, 09 the documents are supplied.

As some of the matter pertains to Third Party, you are invited to visit the College Office^{*} after taking appointment with the undersigned and can have access to the Personal files of Mrs. Madhvi Zutshi and Mrs. Mahashweta Baxipatra, Assistant Professors in English at the College. The documents desired by you shall be provided on payment of charges payable to staff deputed for this purpose and also for photocopies of documents.

Yours Sincerely,

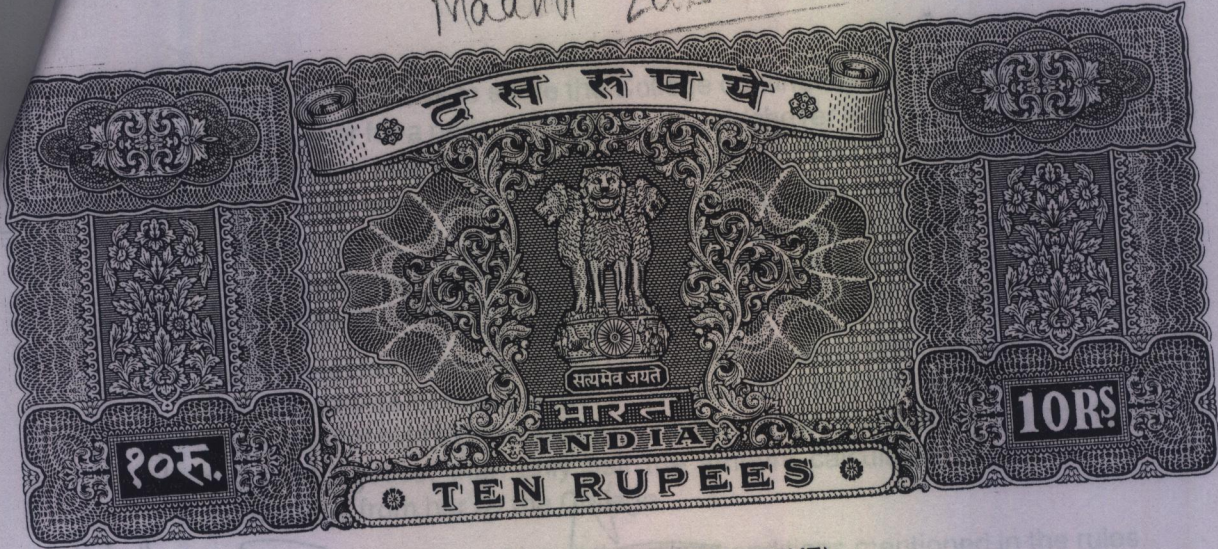
[Signature]
(Gurbaksh Singh)
PIO

* on working day between 10-00 a.m. to 4-00 p.m.

Mobile 9868246080

Madhvi Zutshi

10RS.



FORM OF AGREEMENT (STUDY LEAVE)

This agreement made on this 16th August 2002 (Sixteenth August Two Thousand Two) between Shri Guru Tegh Bahadur Khalsa College, University of Delhi, Delhi-7 a body corporate established under the Delhi University Act, 1922 as amended from time to time (herein after called the College) of the first part and Ms. Madhvi Zutshi at present employed as permanent Lecturer and working in the Department of English (herein after called the Teacher) on the second part and (1) Ms. Rajshree Dhali, D/o Mr. G.C. Dhali, R/o A-504, Vinayak Apartments, Sector - 10 Dwarka, New Delhi-45 and working as Lecturer in the Department of History and (2) Mr. Raj Kumar, S/o Mr. Sunder Lal, R/o 201, Vidya Vihar, 5 West Enclave, Pitampura, Delhi-34 and working as Lecturer in the Department of English (herein after called the Surety) which expression shall include their heirs, executors and administrators) of the third part.

Whereas, the teacher is in the employment of the college and has made an application for the grant of study leave to her.

AND WHEREAS, on the terms and conditions contained in the study leave rules adopted by the executive council in its meeting held on 15.09.76 (herein after refer to as the rules) the University has agreed to grant the teacher study leave with full pay and allowances as per rules admissible from time to time, for the period of one year w.e.f. 19.08.02.

NOW IT IS HEREBY AGREED AND BY BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That subject to the rules, the whole of the period of the study leave shall be treated as approved service and counted for all and any of the following purpose, namely Provident Fund, annual increment, retiring gratuity benefit, superannuating benefits, and for determining the length of service for any other purpose.
2. That all sums that may be spent by the College in connection with the course of the study pursued by the teacher together with any amount paid to her as salary with all allowances, during the period of study leave granted to her shall be recoverable by College from the teacher immediately upon happening of any of the following events:-
 - (a) That the teacher is unable to complete her study during the period of study and no further leave of any kind is granted to her.
 - (b) That the teacher resigns before rejoining or fails to rejoin the service of the College on the expiry of study leave and other leave, if any, that might have been sanctioned to her by the University.

WITNESSES

1. Javed Malik (JAVED MALICK)

2. B. Roychowdhury (BELASH ROYCHOWDHURY)

Surabes

1. Rajshree Dhali (Dhali)

2. Raj Kumar

- (c) That the teacher fails to serve the College continuously for double the period of study leave or for a period of three years, whichever is less, from the date of her resuming duty after the expiry of study leave. For the purpose of this clause, the teacher shall serve the College on the same terms and conditions which are applicable to her immediately prior to her proceeding on study leave, subject only to the benefits that accrue to her under the rules of the university during the period of study leave or the period she is required to serve as aforesaid.
- (d) That the teacher within the period stipulated in clause (c) is dismissed or removed from the service of the College. Provided that if teacher leaves the services of the College of his/her own after serving for not less than half the period stipulated in clause (c) above, then only half the amount calculated as above, shall be recoverable from her by the College.

That the teacher shall be bound by all the other conditions mentioned in the rules.

That when the study leave either with or without pay, is extended beyond the period mentioned in this agreement, the provision of this agreement shall apply mutatis mutandis to that extended period.

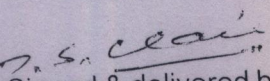
That the surety hereby guarantees the performance by the teacher of all his/her obligations in terms of this agreement and in the event of the teacher committing breach of any of these obligations, the surety hereby agrees to pay to the college on demand and without demand all sums as shall be payable to the College in terms of agreement together with all costs and expenses incurred in connection therewith.

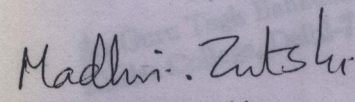
The guarantee hereby given is a continuing guarantee and shall not be revoked by the surety without the consent of the College.

In order to give effect to this guarantee, the College shall be entitled to act as if the surety was Principal debtor and the surety waives all her rights as surety and other rights which may be inconsistent with the provisions of this agreement.

6. The surety shall not be discharged or released from his obligations hereunder by reasons of the College showing to the teacher any indulgence or forbearance whether with or without the knowledge of consent of the surety and whereas to payment, time or performance or any other matter which would be put for these provisions to have the effect of releasing the surety from her obligations hereunder and further that it shall not be necessary for the College to sue or take any steps or any proceedings against the teacher before suing or taking any steps or proceedings against the surety.
7. That the rights of the College, to recover from the surety any amount due in terms of this agreement shall not be affected or suspended by the reasons of the fact that any dispute or disputes have been raised by the teacher with regard to his liability or that any proceedings are pending before any tribunal, court or any other body with regard hereto or in connection herewith.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and the year first above written.


Signed & delivered by
The Principal on behalf of the College


Signed & delivered by
the within named teacher
Ms. Madhvi Zutshi