

**CENTRAL ADMINISTRATIVE TRIBUNAL**  
**GUWAHATI BENCH**  
**GUWAHATI-05**

(DESTRUCTION OF RECORD RULES, 1990)

**INDEX**

O.A/T.A No. 192/2006

R.A/C.P No.

E.P/M.A No.

1. Orders Sheet..... 6A .....Pg. 1 .....to 7 .....
2. Judgment/Order dtd. 08.08.2006 .....Pg. 1 .....to 3 .....8/0 .....
3. Judgment & Order dtd. ....Received from H.C/Supreme Court
4. O.A..... 193/2006 .....Pg. 1 .....to 19 .....
5. E.P/M.P.....Pg. ....to.....
6. R.A/C.P.....Pg. ....to.....
7. W.S.....Pg. ....to.....
8. Rejoinder.....Pg. ....to.....
9. Reply.....Pg. ....to.....
10. Any other Papers.....Pg. ....to.....
11. Memo of Appearance.....
12. Additional Affidavit.....
13. Written Arguments.....
14. Amendment Reply by Respondents.....
15. Amendment Reply filed by the Applicant.....
16. Counter Reply.....

SECTION OFFICER (Judl.)

Kalita  
25/10/19

**CENTRAL ADMINISTRATIVE TRIBUNAL  
GUWAHATI BENCH:**

ORDERS SHEET

1. Original Application No. 193/06
2. Misc Petition No.
3. Contempt Petition No.
4. Review Application No.

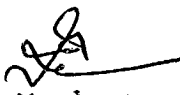
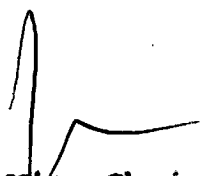
Applicant(S) Dr. Sabani Devi

Respondant(S) U. O. P. Sam

Advocate for the applicant(S) B. Sauma

A. Chetri  
Mr. B. Chakraborty

Advocate for the Respondant(S) Colt. Pandeyan Counsel

Notes of the Registry	Date	Order of the Tribunal
<p>The application is in form of U. O. P. No. <u>266324474</u> dated <u>7-6-06</u>.</p> <p><u>Dr. Chetri</u> Ly. Reg. No. <u>                    </u></p> <p><u>Dr. B.</u> <u>JS</u> <u>7-8-06</u></p> <p>Steps taken</p> <p><u>Dr. J. I. Sankar</u> Reviewed For Dr. J. I. Sankar</p> <p><u>18.8.06</u> C. Copy of the order has been collected by the L/Adv. for the applicant and a copy of the same handed over to the Rly. Standing Counsel.</p>	<p><u>08.08.2006</u></p> <p align="center">mb</p>	<p>The application is disposed of in terms of the order passed in separate sheets. No order as to costs.</p> <p align="center">  Member  Vice-Chairman </p>

- 9

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL  
GUWAHATI BENCH, GUWAHATI

.....

193 of 2006

O.A. No. ....

08.08.2006

DATE OF DECISION .....

Dr. Sabari Devi

..... Applicant/s

Mr B. Sarma, Mr A. Chetri, Mrs. B. Chakrabarty

..... Advocate for the  
applicant/s.

- Versus -

Union of India & Ors.

..... Respondent/s

Dr. J.L. Sarkar, Railway Standing Counsel

..... Advocate for the  
respondents

CORAM

THE HON'BLE SHRI K.V. SACHIDANANDAN, VICE CHAIRMAN.  
THE HON'BLE SHRI GAUTAM RAY, ADMINISTRATIVE MEMBER.

- |    |   |        |
|----|---|--------|
| 1. | Whether reporters of local newspapers may be allowed to see the Judgment ?            | Yes/No |
| 2. | Whether to be referred to the Reporter or not ?                                       | Yes/No |
| 3. | Whether to be forwarded for including in the Digest Being complied at Jodhpur Bench ? | Yes/No |
| 4. | Whether their Lordships wish to see the fair copy of the Judgment ?                   | Yes/No |

Vice-Chairman

*[Signature]*

**IN THE CENTRAL ADMINISTRATIVE TRIBUNAL  
GUWAHATI BENCH**

Original Application No. 193 of 2006.

Date of Order: This the 8th day of August 2006.

The Hon'ble Sri K.V. Sachidanandan, Vice-Chairman.

The Hon'ble Sri Gautam Ray, Administrative Member.

Dr. Sabari Devi,  
Wife of Dr. Partha Sarathi Chakrabarty  
Resident of Ambikagiri Nagar  
House No. 18, Zoo Road,  
Guwahati - 24.

... Applicant

By Advocates Mr B. Sarma, Mr A. Chetri, Mrs. B. Chakrabarty.

- Versus -

1. The Union of India, represented by the  
General Manager Secretary,  
N.F. Railways,  
Maligaon, Guwahati.
2. The General Manager (P),  
N.F. Railway,  
Maligaon, Guwahati.
3. The Chief Personal Officer,  
N. F. Railway,  
Maligaon, Guwahati.
4. Chief Medical Director,  
N.F. Railway Hospital,  
Maligaon, Guwahati.

... Respondents.

By Advocate Dr. J.L. Sarkar, Railway Standing Counsel.

.....  
**ORDER (ORAL)**

**K.V. SACHIDANANDAN, (V.C.)**


The Applicant, who is a Medical Practitioner (Specialist),  
was engaged on full time contract basis in the Northeast Frontier  
Railway Hospital for a period not exceeding one year from the date of

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start discharging the functions with a provision for extension of the same. The Applicant made Application on 28.06.2006 to the Chief Personal Officer, N.F. Railway, Maligaon, Guwahati praying for sanctioning of maternity leave for the period from 29.06.2006 to 29.08.2006 due to advance stage of her pregnancy and anticipated delivery of a child being on 03.07.2006. But nothing transpired. Therefore, aggrieved by the said inaction of the Respondents, she has filed this Application seeking the following reliefs: -

- "8.1 To direct the respondent authorities to grant to the applicant Maternity leave w.e.f. 29.06.2006 for 135 days as is admissible.
- 8.2 To direct the Respondent authorities to pay to the applicant her full salary for the period of her absence on maternity leave.
- 8.3 To direct the respondent authorities not to disturb the services of the applicant and to allow her to continue in her services till persons are appointed against the post held by the petitioner on regular basis.
- 8.4 Costs of the application.
- 8.5 Any other relief/reliefs that the applicant may be entitled to."

2. Mr B. Sarma, learned Counsel for the Applicant has taken to our attention to the annexure - 4 to the O.A. "Special kinds of Leave : Maternity Leave" and submitted that the Applicant is entitled for maternity leave. Dr. J.L. Sarkar, learned Standing Counsel for the Railways submitted that this is a policy matter and it will be decided by the Respondents. At this juncture, learned Counsel for the Applicant submitted that he will be satisfied if the Applicant permits to file a comprehensive representation to the 4th Respondent and direct the 4th Respondent to consider and dispose of the same within a time frame.



3. In the interest of justice, we direct the Applicant to file a comprehensive representation within two weeks from today. On receipt of such representation, the 4th Respondent and/or any other Competent Authority shall consider and dispose of the same with special reference to the Rules and antecedents, within a period of two months from the date of receipt of copy of the representation.

The O.A. is disposed of at the admission stage itself. In the circumstances, no order as to costs.



( GAUTAM RAY )  
ADMINISTRATIVE MEMBER



( K.V. SACHIDANANDAN )  
VICE-CHAIRMAN

/mb/

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL:  
GUWAHATI BENCH AT GUWAHATI.

ORIGINAL APPLICATION NO. 193 /2006.

Dr. Sabari Devi

.....Applicant..

VERSUS

The Union of India & Ors.

.... Respondents.

SYNOPSIS

That the applicant has by way of this application has raised a grievance against the arbitrary, illegal and malafide action on the part of the respondent authorities in not sanctioning to her the due maternity leave admissible to her as per the relevant provisions of law. The applicant was pursuant to a process of selection was engaged as a Medical Practitioner on contract basis vide issuance of the order dated 12.09.05. Thereafter, during the continuance of her service the applicant out of her wed lock gave birth to a female child on 29.06.06. The applicant on 28.06.06. had preferred a representation for sanctioning the maternity leave admissible to her but, the respondent authorities in a most arbitrary, illegal and discriminatory manner refused to sanction to her the said maternity leave. The only reason behind not sanctioning to her the said admissible leave is to see the ouster of the applicant from service so as to enable the blue eyed person of the respondent authorities to replace the applicant. The representation preferred by the applicant having failed to evoke any response, she has by way of this application approached this Hon'ble Court seeking urgent and immediate relief/ reliefs.

7 AUG 2006

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL:  
GUWAHATI BENCH: AT GUWAHATI.

ORIGINAL APPLICATION NO. 193 /2006.

Dr. Sabari Devi, wife of Dr. Partha Sarathi  
Chakrabarty, resident of Ambikagiri Nagar,  
House No. 18, Zoo Road, Guwahati - 24.

.....Applicant.

VERSUS

1. The Union of India, represented by the  
General Manager Secretary, N.F.  
Railways, Maligaon, Guwahati.
2. The General Manager (P) N.F. Railway  
Maligaon, Guwahati.
3. The Chief Personal Officer, N.F.  
Railway, Maligaon, Guwahati.
4. Chief Medical Director, N.F. Railway  
Hospital, Maligaon, Guwahati.

.... Respondents.

1. PARTICULARS OF THE ORDER AGAINST WHICH THIS  
APPLICATION IS MADE:

That this application is not directed against any particular order/ orders  
passed by any authority but, is directed against the arbitrary, illegal, malafide and  
discriminatory action on the part of the respondent authorities in not sanctioning to  
the applicant maternity leave admissible to her as per the relevant provisions of



law which, action in addition to being in violation of the human right of the applicant is also in violation of the mother and child right of the applicant as well as her child.

**2. JURISDICTION:**

The applicant further declares that the subject matter of the case is within the jurisdiction of the Administrative Tribunal.

**3. LIMITATION:**

The applicant declares that the instant application has been filed within the limitation period prescribed under section 21 of the Central Administrative Tribunal Act, 1985.

**4. FACTS OF THE CASE:**

4.1 That the applicant is a citizen of India and a permanent resident of aforesaid locality in the state of Assam and as such is entitled to all the rights, protections and privileges guaranteed under the Constitution of India and the laws framed thereunder.

4.2 That the applicant states that pursuant to a process of selection she was selected for pursuing the MBBS from the Gauhati Medical College and successfully completed the same in the year 1996. Thereafter the applicant also got selected for pursuing the post graduate (M.D) course in the subject of Pathology and successfully completed the same also in the year 2005 for the said college.

4.3 That the applicant states that the respondent authorities vide issuance of advertisement in the newspapers invited applications from eligible candidates for engagement of a Medical Practitioner on contract basis in the North East Frontier Railways (Specialist). The applicant who fulfills the eligibility criterias prescribed in the said advertisement applied for the same and pursuant to a process

of selection held on 7th of July, 2005 was selected for being appointed as a Medical Practitioner on contract basis in the N.F. Railways.

4.4 That the applicant states that on being selected for engagement as a Medical Practitioner in the establishment of the respondent authorities, the applicant was vide order bearing no. E/ 227/ III/ 178-IX(O) dated 12.09.05 offered engagement as a Medical Practitioner (Specialist) on contract basis. The applicant accepted the offer of engagement and was engaged in the services of the respondent authorities in the N.F. Railway Hospital situated at Maligaon, Guwahati. After her engagement as such under the respondent authorities the applicant started to discharge her duties to the best of her abilities and without any blemish to any quarter.

A copy of the order of engagement dated 12.09.05 is annexed as Annexure – 1.

4.5 That the applicant states that vide the said order of engagement dated 12.09.05, the respondent authorities also communicated to her the terms and conditions that would be applicable to her for her such engagement on contract basis. It was mentioned in the said terms and conditions enclosed as Annexure to the said order of engagement dated 12.09.05 that in matters not referred to in the said terms and conditions, her such engagement would be governed by any orders/ amendments to the terms of the contract issued by the Railways from time to time.

4.6 That the applicant states during here engagement as a Medical Practitioner (Specialist), out of her wed-lock, she conceived a baby and due to the advanced stage of her pregnancy and anticipated date of delivery of the child being 03.07.06 she vide her representation dated 28.06.06 to the Chief Personal Officer, N.F. Railway, Maligaon, Guwahati applied for the sanctioning of maternity leave for the period 29.06.06 to 29.08.06 as is admissible to her under the relevant rules and orders of the respondent authorities.

A copy of the said representation dated 28.06.06 is annexed as Annexure – 2.

4.7 That the applicant states that as per the terms and conditions of her service, she was entitled to 2 days of admissible leave in a calendar month. The applicant had to her credit 8.5 days of the said admissible leave as on 20.06.06 and she being in the advanced stage of her pregnancy availed the same for the period 20.06.06 to 28.06.06. Subsequently, the applicant gave birth to a female child on 29.06.06 i.e. much prior to the expected date of delivery on 03.7.06. The applicant was later on discharged from hospital on 01.07.06.

A copy of the discharge letter issued by the concerned authorities is annexed as Annexure – 3.

4.8 That the applicant states that after submitting her representation dated 28.06.06 for sanctioning the maternity leave admissible to her, she was waiting in anticipation as regards passing of necessary orders to that effect from the respondent authorities but, to her utter shock and surprise it was verbally informed to her that she being engaged on contract basis was not entitled to grant of maternity leave and as such it was denied to her. Thereafter, the applicant tried to persuade the respondent authorities by bringing to their notice the relevant provisions regarding admissibility of maternity leave to a railway servant but, the respondent authorities turned a blind eye to it and till date sanction has been denied towards grant of the said maternity leave to her. It is pertinent to mention here that the respondent authorities knows it very well that the said maternity leave cannot be denied to her as such the representation dated 28.06.06 preferred by the applicant has not be disposed of till date no order has been passed rejecting her claim for the grant of such leave to her.

4.9 That the applicant states that as per the relevant provisions applicable to railway employees regarding grant of maternity leave, even an Apprentice and/or temporary employee, is entitled for availing maternity leave upto the ceiling limit of 135 days. The case of the applicant who was engaged by the respondent authorities vide the issuance of the order dated 12.09.2005, is covered by the provisions of the said Rules and as such, the said maternity leave admissible to her cannot be denied. This aspect of the matter is very much in the know how of the respondent authorities and this is precisely the reason why no

order is being passed rejecting the representation dated 28.06.06 preferred by the applicant.

A copy of the provisions regarding admissibility of maternity leave is annexed as Annexure – 4.

4.10 That the applicant states that on enquiry in the office of the respondent authorities it has been revealed that the only reason for not sanctioning to the applicant the due maternity leave admissible to her is that the authorities concerned wants to see the ouster of the applicant from her services as because some other person close to them is aspiring for engagement against the post currently being held by the applicant. At present the railway authorities are not in contemplation of filling up of the post of Medical Practitioner on permanent basis and in such a situation, the only way for the said blue eyed person of authorities concerned for securing an engagement in the services of the respondent authorities, is against the post held by the applicant and for that the ouster from service of the applicant is a must, without which the nefarious designs of the authorities concerned cannot be culminated into reality.

4.11 That the applicant states that the action on the respondents part in contemplating to see the ouster of the applicant and to replace her by way of another ad-hoc employee is in total violation of the provisions of law laid down by the Apex Court and this Hon'ble Tribunal in its various decisions. Such an action on the part of the concerned authorities is not only malafide and in colourable exercise of power but also against the basic principles of service jurisprudence which deplores replacement of an adhoc employee by another adhoc-employee. As such, it is prayed before Your Lordship to direct the respondent authorities not to terminate the service of the applicant by way of replacement by another adhoc employee.

4.12 That the applicant states that the denial of sanction towards grant of maternity leave to the applicant on the respondents part is in total violation of the relevant laws/ rules/ orders issued y the Government of India from time to time. Maternity leave is admissible to an employee irrespective of the nature and type of employment, be it private or public and/ or temporary or permanent and as such

denial of the said maternity leave to the applicant has resulted not only in violation of the human rights of the applicant but also the mother as well as the child rights of the applicant and her baby have been infringed. The respondent authorities by their such actions have rendered themselves liable to be proceeded against under the relevant provisions of the disciplinary rules for imposition of appropriate penalty.

4.13 That the applicant begs to state that the action/inaction on the part of the respondent authorities in not sanctioning to her the due admissible maternity leave in addition to being in the violation of the principles of Administrative Fair Play is also violative of the Fundamental Rights of the petitioners guaranteed under the Constitution of India and the laws framed there under

4.14 That the applicant states that she has no any other appropriate, equally efficacious alternative remedy available to her and the remedy sought for herein when granted would be just, adequate, proper and effective.

4.15 That the applicant demanded justice, but the same was denied to her.

4.16 That this application has been filed bonafide for securing the ends of justice

## 5. **GROUND FOR RELIEF WITH LEGAL PROVISIONS:**

5.1 For that the impugned action on the part of the respondent authorities is illegal, arbitrary and in violation of the principles natural justice.

5.2 For that the action on the part of the respondent authorities in denying to the applicant the maternity leave admissible to her is bad in law as well as in facts.

5.3 For that under the relevant provisions of the A Guide to Railway Men on Establishment Rules, 2006 the applicant is entitled for the grant of

maternity leave to her and as such it cannot be denied to her. The authorities have by not sanctioning the Maternity leave to the petitioner, sought to negate the very intention behind grant of Maternity leave.

5.4 For that denial of the said maternity leave to the applicant has resulted not only in violation of the human rights of the applicant but is also total violation of the mother and child rights of the applicant and her child.

5.5 For that as per the various rules/ guidelines/ circulars issued by the Government of India from time to time maternity leave is admissible to all category of employees, be it temporary or permanent and as such denial of grant of such leave to the applicant is in total violation of the express policy of the Government of India in that regard.

5.6 For that the applicant has applied for grant of the said maternity leave to her and as such the same cannot be denied to her inasmuch as grant of sanction towards maternity leave is mandatory in nature and the same cannot be contingent upon the satisfaction of the whims and caprices of the respondent authorities.

5.7 For that the contemplated action on the respondents part in terminating the services of the applicant and replacing her by way of another adhoc employee is bad in law and

5.8 For that an adhoc employee cannot be replaced by way of another adhoc employee and such an action if accentuating in termination of the services of the applicant would be in violation of the relevant provisions of service law.

5.9 For that in any view of the matter the impugned action on the part of the respondents is not sanctioning the maternity leave to the applicant is bad and unsustainable in the eye of law.

The applicant craves leave of the Hon'ble Tribunal to advance more grounds both legal as well as factual at the time of hearing of the case.

**6. DETAILS OF THE REMEDIES EXHAUSTED:**

That the applicant declares that she has exhausted all the remedies available to her and there is no alternative remedy available to her. The urgent nature of the relief's as sought for in this application has forced the applicant to approach this Hon'ble Tribunal at the earliest possible instance.

**7. MATTER NOT PREVIOUSLY FILED OR PENDING IN ANY OTHER COURT:**

The applicant further declares that she has not filed any application, writ petition or suit regarding the grievance in respect of which this application is made before any other court or any other bench of this Tribunal or any other authority, nor any such application writ petition or suit is pending before any of them.

**8. RELIEF SOUGHT FOR:**

Under the facts and circumstances stated above, the applicant most respectfully prayed that the instant application be admitted, records be called for and after hearing the parties on the cause or causes that may be shown and on perusal of records, be pleased to grant the following relief's to the applicants:

8.1 To direct the respondent authorities to grant to the applicant Maternity leave w.e.f 29.06.06 for 135 days as is admissible.

8.2 To direct the Respondent authorities to pay to the applicant her full salary for the period of her absence on maternity leave.

8.3 To direct the respondent authorities not to disturb the services of the applicant and to allow her to continue in her services till persons are appointed against the post held by the petitioner on regular basis.

8.4 Cost of the application.

8.5 Any other relief/ reliefs that the applicant may be entitled to.

**9. INTERIM ORDER PRAYED FOR:**

The applicant in the facts and circumstances of the case prays that your Lordships would be pleased to pass the following interim directions ;

i) To direct the respondent authorities not to insist the applicant to rejoin her services and to release to her full pay and allowances as is admissible to an employee on maternity leave.

ii) To direct the respondent authorities not to terminate her services and to continue her in her services till appointments are made on regular basis against the post held by her.

10. ....

**11. PARTICULARS OF THE POSTAL ORDER:**

i) IPO No. - 26 & 324474

ii) Issued from - Guwahati

iii) Payable at - Guwahati.

**12. DETAILS OF INDEX:**

An Index showing the particulars of documents is enclosed

**13. LIST OF ENCLOSURES:**

As per Index.



**VERIFICATION**

I, Dr. Sabari Devi, aged about 32 years, Wife of Dr. Partha Sarathi Chakrabarty, Resident of Ambikagiri Nagar, House No. 18, Zoo Road, Guwahati - 24, in the district of Kamrup, Assam, do hereby solemnly affirm and verify that I am the applicant in this instant application and conversant with the facts and circumstances of the case, the statements made in paragraph 1 to 3, 4 (1, 2, 3, 5, 8, 10, 11, 12, 13, 14, 15 and 16), 5 to 7. ----- are true to my knowledge, those made in paragraphs 4 (4, 6, 7 and 9) ----- are true to my information derived from the records and the rests are my humble submissions before this Hon'ble Tribunal.

And I sign this verification on this the 7th day of August, 2006, at Guwahati.

*Sabari Devi*  
DEPONENT

N.E.RAILWAY

Office of the  
General Manager(P)  
Guwahati-11

No.E/227/III/178-IX(O)

Dated 12.09.2005.

To,  
Dr. Sabari Devi,

Sub:- Engagement of Medical Practitioner on CONTRACT  
BASIS on N.E.Railway (SPECIALIST).

Dear Doctor,

The General Manager, N.E.Railway, hereby offers to engage you as a Medical Practitioner (Specialist) on full time CONTRACT BASIS. This offer is for a period not exceeding one year from the date you start discharging the functions under the terms of this contract. For the purpose of this contract, you will be posted at Central Hospital under MD/CH/MLG.

2. The terms and conditions of the contract which will be applicable to you, are laid down in the enclosed Annexure.

3. As you have been found medically FIT, you are, hereby, directed to report to the MD/CH/MLG where you will undergo a briefing for a period of 14 days before your posting to the specified station.

4. If you fail to report to MD/CH/MLG within 10 days from the date of issue of this offer, this offer shall stand withdrawn. Please also note that no request for extension of joining time will be allowed. A declaration form is enclosed herewith which may be filled and returned to this office duly signed by two Sureties.

Encls : Annexure.

Yours faithfully,

*ad.*

12/9/05  
(APO/GAZ)

For GENERAL MANAGER(P)

Copy forwarded for information and necessary action to :-

1. FA&CAO/EGA/MLG
2. OS/EO-Bill
3. MD/CH/MLG. He is requested to intimate this office regarding joining of Dr. Sabari Devi as Medical Practitioner(Specialist) on Full time Contract basis.

For GENERAL MANAGER(P)

*Attestd  
Jus.  
Advocate*

Northeast Frontier Railway

Office of the  
General Manager (P),  
Maligaon, Guwahati -11.

No. E/227/III/178-Pt.XII (O)

Dated: 01.09.2005

To  
CMD, MD/CH, CMSs & MS/Ics,  
FA&CAO/EGA, Finance/MLG,  
All DRMs/DRM(P)s & DFM/N.F. Railway,  
OS-EO/Bill/MLG.

Sub: Terms and conditions applicable for Medical Practitioners/  
Dental Surgeons on Contract Basis.

Railway Board vide their letter No. 96/E (GR)II/9/16 dated 24.08.2005 have revised the rate of monthly remuneration to the Medical Practitioners/Dental Surgeons engaged on the Railways, as under: -

Category of Medical Practitioner/Dental Surgeons on contract	Monthly remuneration for those engaged for		
	Full time	Part time	
		Four hours	Two hours
General Duty Medical Practitioners	Rs.21,900.00	Rs.9,840.00	Rs.4,920.00
Dental Surgeons	Nil	Rs.9,840.00	Rs.4,920.00
Specialists	Rs.27,100.00	Rs.12,160.00	Rs.6,080.00
Super Specialists	Rs.32,400.00	Rs.14,480.00	Rs.7,240.00

2. The remuneration specified as per Para -1 above includes the following amounts as HRA in case of full time Contract Doctors: -

General Duty Medical Practitioners	Rs.2,437.00
Specialists	Rs.3,045.00
Super Specialists	Rs.3,656.00

In case of Full Time Contract Doctors for whom Railway accommodation is provided, an amount equivalent to the sum of HRA (as indicated above) and license fee of the accommodation so provided be deducted from the monthly remuneration of the concerned Medical Practitioner.

3. The daily rate of deduction of remuneration for absence in excess of eligibility, should be as indicated below: -

Category of Medical Practitioner/Dental Surgeons on contract	Full time	Part time	
		Four hours	Two hours
General Duty Medical Practitioners	Rs.730.00	Rs.328.00	Rs.164.00
Dental Surgeons	Nil	Rs.328.00	Rs.164.00
Specialists	Rs.903.00	Rs.405.00	Rs.203.00
Super Specialists	Rs.1,080.00	Rs.483.00	Rs.241.00

4. These orders will take effect from 01.09.2005 and shall remain in force till 31.08.2008.

5. This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

Accordingly, the above orders may be implemented in respect of all serving Contract Medical Practitioners/Dental Surgeons on N. F. Railway, w.e.f. 01.09.2005.

Please acknowledge receipt.

*ON.*  
1.9.05  
(S. K. Chowdhury)  
APO(Gaz)  
for General Manager (P).

*Advocate*  
*Advocate*

Terms and conditions for entering into contract  
with Medical practitioners on full-time basis.

1. The contract shall be entered into for one year or less from the date of entering into the contract. Period of contract is not extendable on any grounds. However, the Railway administration shall reserve the right to enter into fresh contract with the Practitioner for another term.
2. The full-time contracted Medical Practitioner (hereinafter referred to as CMP) who enters into contract with the Railways will not have any claim or right for his/her continuity in service or automatic extension of the term of contract.
3. During the validity of the contract, the CMP will be at liberty to terminate the contract for betterment of his/her career or on any other grounds by giving 15 days notice to the Railways. The contract can also be terminated by the Railways at any time during the contract by giving 15 days notice without assigning any reasons whatsoever. Contract shall also be terminated if the CMP is found to be mentally or physically incapacitated.
4. The CMP shall undergo a medical examination, before the contract is entered into, for his/her fitness to perform the work awarded to him/her.
5. At the time of entering into contract, the CMP shall produce certificates of his/her character and antecedents from two gazetted officers of the Central/ State Government.
6. At the time of entering into contract, the CMP shall produce original certificates for proof of his/her date of birth and educational qualifications.
7. The CMP shall have to undergo a brief orientation for a period of two weeks.
8. Normally Sundays and National Holidays will be off and in addition, authorised absence without detriment to the terms shall be allowed at the rate of two days per month to be availed any time during the contract to the extent earned by the CMP till such time.  
  
Provided this facility shall be available to the CMP subject to fulfilment of conditions stipulated in clause 14 and 15 of the terms and conditions. Any CMP leaving his place of work on leave of absence/ national holidays should get prior permission of the controlling authority.
9. Expenses on outstation journeys connected with the contracted works will be borne by the Railway. Duty passes will be issued by the Railways for the purpose of journey in the line jurisdiction of the Health Unit where the CMP renders service and to the Divisional Headquarters and the CMP will be paid Daily allowance at the following rates during such journeys subject to other provisions contained in Board's letter No. F(E)/98/AL-28/9 dated 24.4.1998:

SN/201(B)

21

<u>A1 Class Cities</u>	<u>A Class cities</u>	<u>B1 Class cities</u>	<u>Other areas</u>
Rs 230	Rs 185	Rs 150	Rs 120

10. The monthly fee for CMPs and the daily rate of proportionate reduction from the fee in the event the CMP absents himself for periods exceeding those stipulated in the contract, are at the following rates.

Category of CMP	Monthly fee	Daily rate of Reduction from the fee for excess absence
General Duty	Rs 10,950	Rs 365
Specialised services	Rs 14,950	Rs 498
Super speciality services	Rs 17,900	Rs 597

11. Full-time CMPs may be provided unfurnished accommodation subject to availability. In case Railway accommodation is provided to the CMP, an amount equivalent to HRA and licence fee of the accommodation so provided shall be deducted from the monthly fee admissible to the CMP.
12. The CMP may be given one set of First Class complimentary pass for self and family during each contract. The pass, however, shall be issued after he/she renders three months of contracted service regularly.
13. The CMP may avail of free medical treatment for self only except the operations categorised as "Special" in para 622 (8) of Indian Railway Medical Manual 2000 and treatment normally available at superspeciality centres from his/her respective zonal railway hospitals during the currency of contract.
14. The CMP shall be governed in respect of matters not referred to in these terms and conditions by any orders/ amendments to the terms contract issued by the Railways from time to time.
15. The CMP shall attend to all normal tasks which any medical practitioner is conventionally doing. He/she will also attend to emergencies and accidents.
16. CMP shall issue sick/fitness certificates for a period upto 7 days, beyond which the certificate so issued by him/her should be countersigned by a regular Railway Medical Officer available at the nearest hospital/ dispensary/ health unit.
17. The CMP shall not perform administrative work like pre-employment or periodical medical examinations, sanction of leave to Group 'C' and 'D' staff and certification with respect to food items considered unfit for human

16/201(C)

22

consumption, etc. However, the CMP shall be allowed to permit Group 'C' and 'D' staff casual leave if sought, for 3 days or less at a stretch.

18. The CMP shall not make medical recommendation of any kind referred to paras 559 to 564 of Indian Railway Medical Manual(IRMM), 2000
19. The CMP will not have any financial powers. However he/she may operate the imprest account in accordance with the guidelines contained in the IRMM . However, the cash vouchers in such cases shall be got countersigned by an authorised Railway medical Officer. No cash imprest account shall be recouped unless the proposal is countersigned by an Indian Railway Medical Service Officer.
20. The CMP shall not initiate/review /accept the annual confidential reports of Group 'C' Railway employees. However, he/she shall, on request, prepare and present the performance report of the staff
21. The CMP shall not indent or condemn/recommend for condemnation any tools and plants.

16/Sept/05  
20/8/06

To

The Chief Personal Officer,  
N.E. Railway,  
Maligaon, Guwahati.

Sub : Application for maternity leave.

Through proper channel.

Respected Sir,

I would like to inform you that I am in advanced stage of pregnancy and  
EDD : on 3<sup>rd</sup> July 2006. I shall be unable to continue my duties from 29/6/06 to  
29/8/06.

So, I request you to kindly grant me the maternity leave for the above period.

With regards,

Yours faithfully,



(Br. Sabari Devi)

Date : 28/6/06  
Guwahati

Recd  
4/7/06  
N.E. Railway

Prenatal  
no work no pay  
contact later

Attended  
Just  
Advocate

-17-

ANNEXURE - 3

Form No. 2

DISCHARGE CERTIFICATE

GAUHATI MEDICAL COLLEGE HOSPITAL GUWAHATI ASSAM

F-2 (N.P.C.)

Admitted on 27/6/06

IRN - 352/06

Discharged on 1/7/06

Hospital No B-9628

Deptt Regd No 6391/06

MRD No 22937

Ward N.P.C.

Unit IV

Service O & G

Name: Dr. Sabari Devi

Age: 31 yrs

Sex: F

Religion: Hindu

Address: C/o - Dr. P.S. Chakraborty

Village/Town:

Zoo Road, Geetanagar

P. O.

T. O.

Dist: Kamrup

INVESTIGATION

Blood group  $\rightarrow$  O +ve

Hb%  $\rightarrow$  11.5 gm%

RBC  $\rightarrow$  80 mg%

Sr. Creatinine  $\rightarrow$  0.6 mg%

R/E - Urine - Alb - Trace

Pus cell - 3-4/HPF

Ep. cells - 3-6/HPF

(Rapt) R/E urine - WNL

T<sub>3</sub> - 1.72 ng/dl

T<sub>4</sub> - 9.16  $\mu$ g/dl

T<sub>2</sub>H - 1.58  $\mu$ I.U./ml

(Rest - Enclosed)

ECG - Normal Sinus rhythm

(27/6/06)

Baby Blood group  $\rightarrow$  O +ve

DIAGNOSIS:

G1 P1+2 at Term pregnancy with R.T.I.

TREATMENT:

Spontaneous Vaginal delivery following Oxytocin induction.

(Midline perineal tear  $\rightarrow$  Repaired)  
Small paraurethral laceration

Baby Note

Female	2:40 Am
3 Kg	29/6/06

BRN - 3627/06

Results: Cure/Improved/unchanged/Diagnosis only/Worse

Ho/She is fit/unfit to resume duty/light duty/advised rest for ..... year ..... month ..... days ..... w. e. .... to .....

The condition of the mother and baby is fit for discharge

Counter Signature of  
Head of Service & unit/Registrar

Other side

Advice on discharge

Signature of Doctor i/c  
1/7/06

Affected  
Family  
Advocate



29

Rx ① Tb. Augmentin - Duo ⑥

Sig - 1 tab twice daily x 3 days more

② Tb. Serase + K ②

Sig - 1 tab twice daily after food x 1 day more  
or, if there is pain

③ Oint - Sucral - M ①

Sig - To apply locally

④ Syr - Zinconit ①

Sig - 2 tsp twice daily after food

⑤ Tb. Accural ④5

Sig - 1 tab daily after food x  $1\frac{1}{2}$  months

⑥ Cp. Anofen ④5

Sig - 1 tab daily after food x  $1\frac{1}{2}$  months

Adv ① Exclusive breastfeeding

② Regular Immunization of the baby

③ Check up after 2 months

on Tuesday in G.O.R.D.

Ripul  
1/9/02

remain the same as in the Board's letter dated 20.5.1993 Ref: R.B.'s Nos. F(E)III/90/LE1/1 of 8.5.1995 & 14.7.1998, Sl. No. SE 182/98.

(5) Encashment of LHAP to Railway Servants retiring with SRPF(C) benefits — In case of persons retiring with SRPF(C) benefits, the amount of employer's contribution plus the interest thereon may be treated as pensionary benefits. For the purpose of calculating the pension, the following formula may be adopted.

$$\text{Pension} = \frac{\text{Total amount of employer's contribution to SRPF plus interest till the date of retirement}}{\text{Commutation factor as per age on next birth day} \times 12}$$

For calculating pension equivalent of gratuity (PEG) the formula will be as follows:—

$$\text{PEG} = \frac{\text{Special Contribution to PF}}{\text{Commutation factor} \times 12}$$

Ref: R.B.'s letters No. F(E)III/90/LE1/1 of 27.5.94, 18.12.95 and 14.7.1998, SE Sl. No. 182/98.

### ✓ Special kinds of Leave

Maternity leave — A female Govt. servant (including an Apprentice) with less than two surviving children may be granted maternity leave by an authority competent to grant leave for a period of 135 days from the date of its commencement. Previously, the ceiling of such leave was limited to 90 days but this has been enhanced to 135 days w.e.f. 7.10.97. Maternity leave shall not be debited against the leave account of the railway employee. During such period of leave the railway servant shall be paid leave salary equal to the pay drawn immediately before proceeding on the leave. Maternity leave may be combined with any other kind of leave.

Maternity leave under this rule, may also be granted (irrespective of the number of surviving children) in cases of miscarriage or abortion (including abortion induced under the Medical termination of the Pregnancy Act, 1971) for a period not

exceeding six weeks, if application for such is supported by a medical certificate from an Authorised Medical Officer. [The total period of Maternity leave on account of miscarriage/abortion should be restricted to 45 days in the entire career of a female railway servant. In calculating the number of days of Maternity leave, such Maternity leave granted and availed of by a female employee in the past should not be taken into account. (This rule is effective from 12.9.94). R.B.'s No. E(P&A)I-94/CPC/LE-6 of 12.9.94, SE Sl. No. 115/94].

This rule re: grant of Maternity leave is also applicable to temporary employees, irrespective of their length of service. Female casual labour with temporary status will also be entitled to all benefits of Maternity leave irrespective of their length of temporary status service. This order takes effect from 25.6.91. Cases where maternity leave had been granted to female temporary employees as well as to casual labour with temporary status prior to this date need not be opened and no recoveries need be made on this account.

Notwithstanding the rules regarding grant of commuted leave, as to whether the employee is expected to return to duty as is necessary for the grant of commuted leave, any leave (including commuted leave upto 60 days and leave not due) upto a maximum of 1 year may, if applied for in continuation of maternity leave may be granted without the production of medical certificate.

(a) (i) More leave in continuation of leave granted as in 4th sub-para above may be granted on production of a medical certificate for the illness of the female employee or illness of a newly born baby of the employee subject to the production of a medical certificate to the effect that the condition of the ailing baby warrants mother's personal attention and her presence by the baby's side is absolutely necessary.

Authority : Rule 551 RI as amended from time to time and Board's letter referred to above.

Note 1 — Maternity leave is also admissible to adopted mothers who are railway employees. In this connection Board's letter No. E(P&A)I-92/CPC/LE-3 dated 4.12.92, (SE Sl. No. 171/98), may be referred to.

Note 2 — Maternity leave is also admissible—

- (i) In case of still born child and
- (ii) In case a female Rly. employee who has married a widower with children from his former wife.

*Attestd  
Smt. Advocate*