

कोल इण्डिया लिमिटेड

(भारत सरकार का उपक्रम)

COAL INDIA LIMITED

(A Govt. of India Enterprise)

कोल भवन "COAL BHAWAN"

Premise No. 04, MAR, Plot No. AF-III

Action Area-1A, Newtown, Rajarhat

KOLKATA-700156 (WB)



एक महारत्न कंपनी

A Maharatna Company

PERSONNEL DIVISION

POLICY CELL

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(An ISO 9001:2015, ISO 14001:2015 & ISO 50001:2011 Certified Company)

संदर्भ सं: CIL/C5A (PC)/CDA/552

दिनांक: 28.01.2021

कार्यालय ज्ञापन

विषय: Amendments in Coal India Executives' Conduct, Discipline & Appeal Rules

CIL Board in its 416th meeting held on 18.01.2021 approved amendments in the Coal India Executives' Conduct, Discipline & Appeal Rules for implementation with immediate effect. The revised rules are enclosed for information and compliance by all concerned.

(Signature)
28/1/21

(नीला प्रसाद)

महाप्रबंधक (का./ नीति)

ई-मेल के माध्यम से वितरण:

1. D(T)/ D (P&IR)/ D (F)/ D(M), CIL
2. CMD, BCCL/ CCL/ CMPDIL/ ECL/ MCL/ NCL/ SECL/ WCL
3. CVO, CIL
4. D(P), BCCL/ CCL/ ECL/ MCL/ NCL/ SECL/ WCL
5. D(T/CRD), CMPDIL
6. CVO, BCCL/ CCL/ CMPDIL/ ECL/ MCL/ NCL/ SECL/ WCL
7. GM/TS to Chairman, CIL
8. GM (P/Legal)/ GM(P/EE)/ GM(P/Rect)/ GM(F), CIL
9. GM, NEC
10. HoD, CIL New Delhi Office
11. HoD, IICM
12. Dy.Mgr (P/PC), CIL – for uploading the OM in CIL website for information and compliance by all concerned.



Coal India Executives' Conduct, Discipline & Appeal Rules

Chapter-I **General**

1.0 Short Title and Commencement

- 1.1. These rules will be called as "Coal India Executives Conduct, Discipline and Appeal Rules.
- 1.2. They shall come into force with immediate effect in supersession of the existing Coal India Executives' Conduct, Discipline and Appeal Rules 1978 applicable to the Executives of the company.

2.0 Application

- 2.1. These rules shall apply to all employees holding posts in the Executive Cadre Scales of pay of Coal India Limited and its Subsidiary Companies and to such other employees as may be notified by the Company from time to time. It shall not apply to employees governed by the Standing Orders.

3.0 Definitions

- 3.1. In these rules, where the context so admits, masculine shall include feminine, singular shall include plural and vice versa and the following words and expressions shall, unless repugnant to the context, have the following meanings:
 - a) 'Appellate Authority' means the authority specified in the schedule attached to these rules.
 - b) 'Board of Directors' means the Board of Directors of Coal India Limited provided that where special reference is made to the Board of Directors of the Subsidiary company, such Board of Directors.
 - c) 'Company' means the Coal India Ltd. and includes its Subsidiary companies.
 - d) 'Competent Authority' means the authority empowered by the Board of Directors of the company by any general or special order or rules to discharge the function or use the powers specified in the rule or order.
 - e) 'Disciplinary Authority' means the authority as specified in the schedule.
 - f) 'Employee' means an officer holding a post in the Executive cadre scale of pay including employees whose services are temporarily placed at the disposal of the Company or Government or any Public undertaking but does not include casual employee work-charged or contingent staff or workmen governed by the Industrial Employment (Standing Orders) Act, 1946. It also means persons on deputation to the Company from Government or any other Public undertaking provided the same is settled at the time of finalization of the terms and conditions of deputation.



Employee also includes retired employee whose disciplinary proceedings are instituted while the employee was in service and continued after the final retirement of the employee as specified in Rule 36.2.

- g) 'Family' - In relation to an employee includes-
- (i) 'The wife or husband, as the case may be of the employee, whether residing with him/ her or not but does not include a wife or husband, as the case may be separated from the employee by a decree or order of a competent court.
 - (ii) Son or daughter or step-son or step-daughter of the employee and wholly dependent on him but does not include a child or step-child who is no longer in anyway dependent on the employee or of whose custody the employee has been deprived by or under any law.
 - (iii) 'Any other person related, whether by blood or marriage to the employee or to such employee's wife or husband and wholly dependent on such employee.
- h) Public servant shall means and includes a person as defined in Section 2(1) (o) read with Section 14 (f) of the Lokpal and Lokayukta Act, 2013 as amended from time to time.
- i) 'Relative' - A person shall be deemed to be a relative of another, if, and only if-
- (i) They are members of a Hindu undivided family; or
 - (ii) They are husband and wife; or
 - (iii) The one is related to the other in the manner indicated in Schedule – IA of the Indian Companies Act.
- Explanation:**
Relative- It means, all members including females of a Hindu undivided family, husband and wife and persons related to one another in the manner indicated in Schedule-IA of the Indian Companies Act, under Schedule-IA of the Companies Act, the list of relatives is as under-
Father, mother (including step-mother), son (including step-son), son's wife, daughter (including step-daughter), father's father, father's mother, mother's mother, mother's father, son's son, son's wife, son's daughter, son's daughter's husband, daughter's son, daughter's son's wife, daughter's daughter, daughter's husband, brother (including step-brother), brother's wife, sister(including step-sister), and sister's husband.
- j) Reviewing Authority means the authority specified in the Schedule attached to these rules.
- k) Inquiry Authority means an Employee/ Ex-employees or Committee of such persons duly constituted under these rules by disciplinary authority to enquire into allegations of misconduct levelled against one or more than one charge sheeted employee.



Chapter-II **Conduct**

4.0 Duties and Obligations of Executives

4.1. Every employee of the CPSE shall at all times

- (i) maintain absolute integrity;
- (ii) maintain devotion to duty;
- (iii) do nothing which is unbecoming of a public servant;
- (iv) commit oneself to and uphold the supremacy of the Constitution and democratic values;
- (v) defend and uphold the sovereignty and integrity of India, the security of the State, public order, decency and morality;
- (vi) maintain high ethical standards and honesty;
- (vii) maintain political neutrality;
- (viii) promote the principles of merit, fairness and impartiality in the discharge of duties;
- (ix) maintain accountability and transparency;
- (x) maintain responsiveness to the public, particularly to the weaker section;
- (xi) maintain courtesy and good behavior with the public;
- (xii) take decisions solely in the interest of the Company and use or cause to use Company's resources efficiently, effectively and economically;
- (xiii) declare any private interests relating to the Employee's duties and take steps to resolve any conflicts in a way that protects the interest of the Company;
- (xiv) not place oneself under any financial or other obligations to any individual or organization which may influence the employee in the performance of one's official duties;
- (xv) not misuse one's position and not take decisions in order to derive financial or material benefits for oneself, one's family or one's friends;
- (xvi) make choices, take decisions and make recommendations on merit alone;
- (xvii) act with fairness and impartiality and not discriminate against anyone, particularly the poor and the under-privileged sections of society;
- (xviii) refrain from doing anything which is or which may be contrary to any law, rules, regulations and established practices;
- (xix) maintain discipline in the discharge of one's duties and be liable to implement the lawful orders duly communicated to the employee;
- (xx) maintain confidentiality in the performance of one's official duties as required by any laws for the time being in force, particularly with regard to information, disclosure of which may prejudicially affect the sovereignty and integrity of India, the security of the State, strategic, scientific or economic interests of the State, friendly relation with foreign countries or lead to incitement of an offence or illegal or unlawful gain to any person;
- (xxi) perform and discharge one's duties with the highest degree of professionalism and dedication to the best of his/her abilities.

4.2. Every employee of the Company holding a supervisory/ managerial post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his/ her control and authority.



- 4.3.** No Employee of the Company shall, in the performance of his/ her official duties, or in the exercise of powers conferred on the employee, act otherwise than in his/ her best judgement except when employee is acting under the direction of his/ her official superior.

The direction of the official superior shall ordinarily be in writing. Oral direction to subordinates shall be avoided, as far as possible. Where the issue of oral direction becomes unavoidable, the official superior shall confirm it in writing immediately thereafter.

An employee who has received oral direction from his/ her official superior shall seek confirmation of the same in writing as early as possible, whereupon it shall be the duty of the official superior to confirm the direction in writing.

Explanation I

An employee who habitually fails to perform the task assigned to the employee within the time set for the purpose and with the quality of performance expected of the employee shall be deemed to be lacking in devotion to duty within the meaning the Rule 4.1 (ii).

Explanation II

Nothing in Rule 4.3 shall be construed as empowering an Employee to evade his/ her responsibilities by seeking instructions from, or approval of, a superior officer or authority when such instructions are not necessary under the scheme of distribution of powers and responsibilities.

- 4.4.** Promptness and Courtesy

No Employee shall

- (a) in the performance of his/ her official duties, act in a discourteous manner;
- (b) in his/ her official dealings with the public or otherwise adopt dilatory tactics or willfully cause delays in disposal of the work assigned to him/ her.

- 4.5.** Observance of Government's policies

Every Employee shall, at all times-

- (i) act in accordance with the Government's policies regarding age of marriage, preservation of environment, protection of wildlife and cultural heritage;
- (ii) observe the Government's policies regarding prevention of crime against women.

- 4.6.** Prohibition of sexual harassment of women

- (1) No employee shall indulge in any act of sexual harassment of any woman at any work place.
- (2) Every employee who is in-charge of a work place shall take appropriate steps to prevent sexual harassment to any woman at the work place.

Explanation:

For the purpose of this rule:

- (a) "sexual harassment" includes any one or more of the following acts or behaviour (whether directly or by implication) namely:
 - (i) physical contact and advances; or



- (ii) a demand or request for sexual favours; or
 - (iii) making sexually coloured remarks; or
 - (iv) showing pornography; or
 - (v) any other unwelcome physical, verbal, non-verbal conduct of a sexual nature.
- (b) the following circumstances, among other circumstances, if it occurs or is present in relation to or connected with any act or behaviour of sexual harassment may amount to sexual harassment:
- (i) implied or explicit promise of preferential treatment in employment; or
 - (ii) implied or explicit threat of detrimental treatment in employment; or
 - (iii) implied or explicit threat about her present or future employment status; or
 - (iv) interference with her work or creating an intimidating or offensive or hostile work environment for her; or
 - (v) humiliating treatment likely to affect her health or safety.
- (c) "workplace" includes
- (i) any department, organisation, undertaking, establishment, enterprise, institution, office, branch or unit which is established, owned, controlled or wholly or substantially financed by funds provided directly or indirectly by the Company;
 - (ii) hospitals or nursing homes;
 - (iii) any sports institute, stadium, sports complex or competition or games venue, whether residential or not used for training, sports or other activities relating thereto;
 - (iv) any place visited by the employee arising out of or during the course of employment including transportation provided by the employer for undertaking such journey;
 - (v) a dwelling place or a house related to or connected in course of official dealings.

5.0 Misconduct

Without Prejudice to the generality of the term "misconduct", the following acts of omission and commission shall be treated as misconduct:—

- (1) Theft, fraud or dishonesty in connection with the business or property of the Company or of property of another person within the premises of the Company.
- (2) Taking or giving bribes or any illegal gratification.
- (3) Obtaining donations/ advertisement / sponsorship etc. for the associations/ NGOs formed by either employee or their spouse/ employee's family members etc. from the contractors, vendors, customers or other persons having commercial relationship/ official dealings.
- (4) Possession of pecuniary resources or property disproportionate to the known source of income by the employee or on his/ her behalf by another person, which the employee cannot satisfactorily account for.
- (5) Furnishing false information regarding name, age, father's name, qualification, ability or previous service or any other matter germane to the employment at the time of employment or during the course of employment.



- (6) Acting in a manner prejudicial to the interests of the Company.
- (7) Wilful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of employee's superior.
- (8) Absence without leave or over-staying the sanctioned leaves for more than four consecutive days without sufficient grounds or proper or satisfactory explanation.
- (9) Habitual late or irregular attendance.
- (10) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.
- (11) Wilful damage to any property of the Company.
- (12) Interference or tampering with any safety devices installed in or about the premises of the Company.
- (13) Drunkenness or riotous or disorderly or indecent behaviour in the premises of the Company or outside such premises where such behaviour is related to or connected with the employment.
- (14) Gambling within the premises.
- (15) Smoking within the premises.
- (16) Collection without the permission of the Competent Authority of any money within the premises of the Company except as sanctioned by any law of the land for the time being in force or rules of the Company.
- (17) Sleeping while on duty.
- (18) Commission of any act, which amounts to a criminal offence involving moral turpitude.
- (19) Absence from the employee's appointed place of work without permission or sufficient cause.
- (20) Purchasing properties, machinery, stores, etc. from or selling properties, machinery, stores etc.. to the Company without express permission in writing from the Competent Authority.
- (21) Commission of any acts subversive of discipline or which amount to a criminal offence.
- (22) Abetment of or attempt at abetment of any act which amounts to misconduct.
- (23) Any act of sexual harassment of any women employees at any workplace as defined under these rules.
- (24) Any lapse on the part of an employee in discharging his duties with regard to any official documents or part thereof of the office or in his custody.
- (25) Unauthorized communication of any official information as referred in these rules.
- (26) Bringing or attempting to bring himself or through any other person any outside influence to bear upon any superior authority to further his interest in matters pertaining to his service in the company.
- (27) Breach of any of the provisions of these rules or any other statutes or rules.

Note: The above instances of misconduct are illustrative in nature, and not exhaustive.

6.0 Employment of near relatives of the employees in any company or firm enjoying patronage of the Company

- 6.1.** No employee shall use his/ her position or influence directly or indirectly to secure employment for any person related, whether by blood or marriage to the employee



or to the employee's wife or husband, whether such a person is dependent on the employee or not.

Every employee shall submit in Form No.I (annexed) a statement regarding employment of relatives under the 'Company' at the time of his first appointment and at such intervals as may be decided by the Competent Authority. Every employee in addition to the statement in Form No. I, shall also furnish to the Competent Authority a declaration in Form No. II (annexed) at the time of his first appointment and at such intervals thereafter as may be decided by the Competent Authority showing the details of his/ her relatives employed in any company or firm, or business houses doing business with the company.

- 6.2. No employee shall, except with the previous sanction of the competent authority, permit his/ her son, daughter or any member of the family to accept employment with any company or firm/ entity with which the employee has official dealings, or with any company or firm/ entity, having official dealings with the Company.

Provided that where the acceptance of the employment cannot await the prior permission of the Competent Authority the employment may be accepted provisionally subject to the permission of the Competent Authority, to whom the matter shall be reported forthwith.

- 6.3. No employee shall in the discharge of his/ her official duties deal with any matter or give or sanction any contract to any company or firm/ entity or any other person if any member of his/ her family is employed in that company or firm or under that person or if employee or any member of his/ her family is interested in such matter or contract in any other matter and the employee shall refer every such matter or contract to his/ her official superior and the matter or the contract shall thereafter be disposed of according to the instructions of the Authority to whom the reference is made.

7.0 Taking part in demonstration

- 7.1. Restriction on political activities of employees

The following kinds of activities of the employees are prohibited, as the case may be:

- (i) to be an office-bearer of a political party or an organization which takes part in politics;
- (ii) to take part in or assist in any manner in any movement/ agitation or demonstration of a political nature;
- (iii) to take part in an election to any legislature or local authority;
- (iv) to canvass in any election to any legislature or local authority.

8.0 Connection with electronic and print Media

- 8.1. No employee of the Company shall, except with the previous sanction of the Competent Authority, own wholly or in part, conduct or participate in the editing or management of, any newspaper or other periodical publication.

- 8.2. No, employee of the Company shall, except with the previous sanction of the Competent Authority or the prescribed Authority, or in the bona fide discharge of



his/ her duties, participate in a broadcast or contribute any article or write any letter either in his/ her own name or anonymously, pseudonymously, or in the name of any other person to any publication.

Provided that no such sanction shall be required if such publication, broadcast or such contribution is a purely literary, artistic or scientific character.

9.0 Criticism of Government and the Company

No employee shall in any electronic including social media and print media or in any document published under his/ her name or in the name of any other person or in any communication to the press, or in any public utterances, make any statement:

- a. which has the effect of adverse criticism of any policy or action of the Central or State Governments, or of the Company; or
- b. which is capable of embarrassing the relations between the Company and the public.

Provided that nothing in these rules shall apply to any statement made or views expressed by an employee, of purely factual nature which are not considered to be of a confidential nature, in his/ her official capacity or in due performance of the duties assigned to the employee.

Provided further that nothing contained in this clause shall apply to bona fide expression of views by the employee as an office-bearer of a recognized trade union for the purpose of safeguarding the conditions of service of such employees or for securing an improvement thereof.

10.0 Joining of Association by Employees

- 10.1. No employee shall join or continue to be member of an organization banned by Government or of an Association, the objective or activities of which are prejudicial to the interest of the sovereignty and integrity of India or public order or morality.

11.0 Evidence before Committee or any other Authority

- 11.1. Save as provided in sub-rule 11.3, no employee of the Company shall, except with the previous sanction of the Competent Authority, give evidence in connection with any enquiry conducted by any person, Committee or Authority.
- 11.2. Where any sanction has been accorded under sub-rule 11.1, no employee giving such evidence shall criticize the policy or any action of the Central Government or of State Governments, or of the Company.
- 11.3. Nothing in this rule shall apply to-
 - a. evidence given at any enquiry before an Authority appointed by the Government, Parliament or a State Legislator or the Company; or



- b. evidence given in any judicial enquiry; or
- c. evidence given at any departmental enquiry ordered by Authorities subordinate to the Government.

12.0 Unauthorized communication of information

- 12.1.** No employee shall, except in accordance with any general or special order of the Company or in the performance in good faith of the duties assigned to the employee, communicate, directly or indirectly, any official document or any part thereof or information to any officer or other employee, or any other person to whom employee is not authorized to communicate such document or information.

13.0 Subscriptions

No employee shall, except with the previous sanction of the Company or of such Authority as may be empowered by it in this behalf, ask for or accept contributions to or otherwise associate himself/ herself with the raising of any fund in pursuance of any object, whatsoever, except as sanctioned by any law of the land, or rule or order of the Company, for the time being in force.

Note:

- (i) Mere payment of subscription to a charitable or benevolent fund does not by itself violate this rule.
- (ii) Voluntary association of an employee with the collection of Armed Forces Flag Day contributions is permissible and no prior permission is necessary for this purpose.

14.0 Gifts

- 14.1.** Save as otherwise provided in these rules, no employee of the Company shall accept or permit any member of his/ her family or any other person acting on his/ her behalf, to accept any gift.

Explanation: The expression "gift", shall include free transport, board, lodging or other service or any other pecuniary advantage when provided by any person other than a near relative or a personal friend having no official dealings with the employee.

Note:

- i. An employee of the Company shall avoid acceptance of lavish or frequent hospitality from any individual or firm having official dealings with the employee.
 - ii. A casual meal, gift or other social hospitality shall not be deemed to be a 'gift'.
- 14.2.** On occasions such as weddings, anniversaries, funerals or religious functions, when the making of gifts is in conformity with the prevailing religious or social practices, an employee of the Company may accept gifts, from his/ her near relatives but shall make a report to the Competent Authority if the value of the gift exceeds rupees twenty five thousand.



14.3. On such occasions as are specified in sub-rule 14.2, an employee of the Company may accept gifts from his/ her personal friends having no official dealings with the employee, but employee shall make a report to the Competent Authority if the value of any such gift exceeds rupees one thousand five hundred.

14.4. "In any other case, an employee of the CPSE shall not accept or permit any other member of his/her family or any other person acting on his/her behalf to accept any gifts without the sanction of the competent authority if the value thereof exceeds rupees five thousand;

Provided that when more than one gift has been received from the same person/ firm within a period of 12 months, the matter shall be reported to the Competent Authority if the aggregate value of the gifts exceeds ₹25,000/-.

14.5. An employee of the Company may accept gifts from foreign dignitaries or firms having no official dealings with him, the value of which shall not exceed ₹25,000/- within a period of 12 months but he/ she shall make a report to the Competent Authority about the acceptance of the gifts.

14.6. No employee of the Company shall-

- i. give or take or abet the giving or taking of dowry; or
- ii. demand, directly or indirectly, from the parents or guardian of a bride or bridegroom, as the case may be, any dowry.

Explanation: For the purposes of this rule, dowry has the same meaning as in Dowry Prohibition Act, 1961 (28 of 1961) or any amendment, if any.

15.0 Public Demonstrations in honour of a Company employee

15.1. No employee shall except with previous sanction of the Company, receive any complimentary or valedictory address or accept any testimonials, attend any meeting or entertainment held in his/ her honour or in the honour of any other employee.

Provided that nothing in this rule shall apply to a farewell entertainment held in honour of an employee or on the occasion of his/ her retirement or transfer in any Company organized function.

16.0 Private Trade or Employment

16.1. No employee of the Company shall except with the previous sanction of the Competent Authority, engage directly or indirectly in any trade or business or undertake any other employment; Provided that an employee may, without such sanction, undertake honorary work of a social or charitable nature or occasional work of literacy, artistic or scientific character, subject to the condition that his/ her official duties do not thereby suffer.

Every employee shall submit a statement in Form No.III (annexed) details of any kind of business done by him/ her either in his/ her own name or in the name of his/ her family members of 'Benami' at the time of his/ her first appointment and by the 31st January of every subsequent year."



16.2. Every employee of the Company shall report to the Competent Authority if any member of his/ her family is engaged in trade or business or owns or manages an insurance agency or commission agency.

16.3. No employee of the Company shall, without the previous sanction of the competent authority except in the discharge of his/ her official duties, take part in the registration, promotion or management of any bank or other company which is required to be registered under the Companies Act, 2013 or other law for the time being in force or any cooperative society for commercial purposes:

Provided that an employee of the Company may take part in the registration, promotion or management of a consumer/ House Building Co-operative society substantially for the benefit of employees of the Company, registered under the Cooperative Societies Act, 1912 (2 of 1912) or any other law/ amendment for the time being in force, or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860 (21 of 1860), or any corresponding law/ amendment in force.

16.4. No employee of the Company shall accept any fee or any pecuniary advantage for any work done by him/ her for any public body or any private person without the sanction of the Competent Authority.

16.5. Restrictions on top level executives of public enterprises joining private commercial undertakings after retirement

No Functional Director of the company including Chief Executive who has retired/ resigned from the services of the company, after such retirement/ resignation, shall accept any appointment or post, whether advisory or administrative, in any firm or company, whether Indian or foreign, with which the Company has or had business relations, within one year from the date of retirement without prior approval of the Government. The term 'retirement' includes resignation; but not the cases of those whose term of appointment was not extended by Government for reasons other than proven misconduct. The term 'business relations' includes 'official dealings' as well.

All the full-time Functional Directors of the company including Chief Executive shall submit a bond as per Form VIII along with No dues certificate prior to release of terminal benefits.

16.6. Foreign Visits

No employee of the Company shall, except with the previous sanction/ approval of the Competent Authority undertake to visit abroad on private business.

Information regarding foreign visits should be brought to the knowledge of the Competent Authority in Form VD.

16.7. With regard to dealing in the shares of Company

(i) A full-time Director or any employee involved in the decision making process of fixation of price of an IPO/ FPO of shares of the Company shall not apply either himself/ herself or through any member of his/ her family or



through any other person acting on his/ her behalf for allotment of shares (which includes all types of equity related instruments) in an IPO/ FPO of such Company, even out of the category of preferential quota reserved for employees/ Directors of the Company.

- (ii) Employees including full time Directors who are in possession of unpublished price sensitive information would be prohibited from dealing/ transacting either in their own name or through any member of their family in the shares of their own Company.
- (iii) Full-time Director or employee or any member of his/ her family or any person acting on his/ her behalf shall not apply for shares out of any preferential quota reserved for employees/ Directors of other Companies.
- (iv) Employees would be required to disclose to the Company all transactions of purchase/ sale in shares worth two months Basic pay or more in value or existing holding/ interest in the shares worth Rupees two months Basic pay or more in his/ her own Company either in his/ her own name or in the name of any family member of employee to report to the Company indicating quantity, Price, date of transaction and nature of interest within 4 working days.
- (v) The provisions of prevention of Insider trading regulations 2015 as amended from time to time would be applicable for designated persons in respect of CIL Shares.

17.0 Investment, Lending and Borrowing

- 17.1. No employee shall, save in the ordinary course of business with a bank, financial institution or a firm of standing, borrow money from or lend money to or otherwise place oneself under pecuniary obligation to any person with whom employee has or is likely to have official dealings or permit any such borrowing, lending or pecuniary obligation in his/ her name or for his/ her benefit or for the benefit of any member of his/ her family.
- 17.2. Employee shall not speculate in any stock, share or other investment. It may also been explained that frequent purchase or sale or both, of shares, securities or other investments shall be deemed to be speculation within the meaning of this sub-rule.

With a view to enable the administrative authorities to keep a watch over such transactions, an intimation may be sent in the Proforma (Form IX) to the prescribed authority if the total transactions in shares, securities, debentures or mutual funds scheme etc. exceeds six month's basic pay of CPSE employee during the calendar year (to be submitted by 31st January of the subsequent calendar year).

18.0 Insolvency and Habitual Indebtedness

- 18.1. An employee of the Company shall avoid habitual indebtedness unless employee proves that such indebtedness or insolvency is the result of circumstances beyond his/ her control and does not proceed from extravagance or dissipation.



- 18.2. An employee of the Company who applies to be, or is adjudged or declared insolvent shall forthwith report the fact to his/ her Competent Authority.

19.0 Movable, Immovable and Valuable property

- 19.1. Every employee shall, on first appointment in the Company, submit a return of assets and liabilities in the prescribed form giving the particulars regarding:-
- a. the immovable property inherited by the employee, or owned or acquired by the employee, held by the employee on lease or mortgage, either in his/ her own name or in the name of any member of his/ her family or in the name of any other person;
 - b. shares, debentures, and cash including bank deposits inherited by the employee (or similarly) owned, acquired, or held by the employee;
 - c. other movable property inherited by the employee or similarly owned, acquired or held by the employee if the value of such property exceeds ₹10,000/- in Form No. VA & VC (annexed).
 - d. debts and other liabilities incurred by employee directly or indirectly;
 - e. every employee shall submit a return of immovable property inherited/ owned/ acquired in Form No. VB (annexed).
- 19.2. No employee shall, except with the previous knowledge of the Competent Authority, acquire or dispose of any immovable property by lease, mortgage, purchase, sale, gift or otherwise, either in his/ her own name or in the name of any member of his/ her family. Information regarding acquisition/ disposal of immovable properties should be brought to the knowledge of the Competent Authority in Form-IVA (annexed) subject to the provision of Rule 19.3 below.
- 19.3. No employee of the Company shall, except with the previous sanction of the Competent Authority, enter into any transaction concerning any immovable or movable property with a person or a firm having official dealings with the employee or his/ her subordinate. Application for such permission should be made in Form IVA or IVB, as the case may be.
- 19.4. Every employee of the Company shall report in Form-IVB (annexed) to the Competent Authority every transaction concerning movable property acquired or disposed of in his/ her own name or in the name of any member of his/ her family, within one month from the date of his/ her transaction, if the value of such property deals in exceeds two months basic pay of the employee.
- 19.5. Every employee shall, thereafter, every year, submit to the Competent Authority a return of immovable property inherited/ owned/ acquired during a year latest by the 31st January of the following year in Form No. VB (annexed) along with cumulative of immovable property acquired during the previous years for which Form VB is being filled.
- 19.6. The Competent Authority may, at any time, by general or special order require an employee to submit, within a period specified in the order a full and complete statement of such movable or immovable property held or acquired by the employee or on his/ her behalf or by any member of his/ her family as may be specified in the order. Such statement shall, if so required by the Competent



Authority, include details of the means by which, or the source from which such property was acquired.

Explanation I:

The term movable property would include -

- a) Shares, debentures and other securities and cash including bank deposits;
- b) Loan advanced or taken by the employee whether secured or not;
- c) If the value of Jewellery and insurance policies the annual premium of which exceeds two months basic pay of the employee.
- d) Motor cars, motor cycles etc.; and
- e) Refrigerators, television sets, audio and video equipment, personal computers, electronic equipment, etc.

Explanation II:

Transaction entered into by the spouse or any other member of family of an employee of the Company out of his/ her own funds (including stridhan, gifts, inheritance etc.) as distinct from the funds of the employee of the company himself, in his/ her own name and in his/ her own right, would not attract the provisions of the above sub-rules.

Explanation III:

Transactions as members of Hindu Undivided Joint Family do not require the Company's prior permission. In such cases, transactions in immovable property should be included in the annual property returns and those immovable property should be reported to the Competent Authority within the prescribed period. If an employee is unable to give an idea of his share of such immovable property, he/ she may give details of the full property and the names of the members who share it.

Explanation IV:

For the purpose of this rule 'lease' means, except where it is obtained from, or granted to, a person having official dealings with the employee, a lease of immovable property from year to year or for any term exceeding one year or reserving an yearly rent.

20.0 Vindication of Acts and Character of Employees

No employee shall, except with the previous sanction of the Company, have recourse to any court or to the press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of defamatory character.

Explanation:

Nothing in this rule shall be deemed to prohibit an employee from vindication of his private character.

21.0 Canvassing of non-official or other outside influence

No employee shall bring or attempt to bring any outside influence to bear upon any superior Authority to further his/ her interests in respect of matters pertaining to his/ her service in the Company.



22.0 Bigamous marriages

22.1. No employee shall enter into, or contract, a marriage with a person having a spouse living; and

22.2. No employee, having a spouse living, shall enter into, or contract, a marriage with any person;

Provided that the Board may permit an employee to enter into, or contract, any such marriage as is referred to in sub-rules 22.1 or 22.2 if it is satisfied that-

- a. such marriage is permissible under the personal law applicable to such employee and the other party to the marriage; and
- b. There are other grounds for so doing.

22.3. An employee who has married or marries a person other than that of Indian nationality, shall forthwith intimate the fact to his/ her employer.

23.0 Consumption of intoxicating drinks and drugs

23.1. Employee shall –

- (a) strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which employee may happen to be for the time being;
- (b) not be under influence of any intoxicating drink or drug during the course of his/ her duty and shall also take due care that the performance of his/ her duties at any time is not affected in any way by the influence of such drink or drug; refrain from consuming any intoxicating drink or drug in a public place;
- (c) not appear in a public place in a state of intoxication;
- (d) not use any intoxicating drink or drug to excess.

Explanation: For the purposes of this rule, 'public place' means any place or premises (including a conveyance) to which the public have, or are permitted to have, access, whether on payment or otherwise.

24.0 Prohibition regarding employment of children below 14 years of age

No Company employee shall employ or cause to employ to work any child below the age of 14 years.



Chapter-III **Suspension**

25.0 Suspension

25.1. The Appointing Authority or any Authority to which it is subordinate or any other Authority to whom the powers to suspend is delegated may place an employee under suspension –

- a. where a disciplinary proceeding against the employee is contemplated or is pending;
or
- b. where in the opinion of the Authority aforesaid, he/ she has engaged oneself in activities prejudicial to the interests or the security of the Company/ State;
or
- c. where a case against the employee in respect of any criminal offence is under investigation, inquiry or trial.

Provided that where the order of suspension is made by an Authority lower than the Appointing Authority, such Authority shall forthwith report to the Appointing Authority the circumstances under which the order was made.

CMDs of the subsidiary companies will have full power to suspend Executives from E1 to E6 grade. They will also have the power to suspend Executives from E7 & above grade for a period not exceeding three months. Chairman, Coal India Limited as the appointing authority has full power to suspend any Executive.

An order of suspension may be issued in Form VI by an Authority delegated for communication of Suspension Order by the Authority competent to suspend.

25.2. It is desirable to issue the order of suspension along with the charge sheet in Form VI but whenever this is not possible, the charge sheet must follow within a reasonable time. Wherever necessary the suspension order may follow the charge sheet.

25.3. Deemed Suspension

- (i) An employee shall be deemed to have been placed under suspension by an order of the Authority competent to suspend –
 - a) With effect from the date of his/ her detention, if he/ she is detained in custody whether on criminal charge or otherwise for a period exceeding forty eight hours;
 - b) With effect from the date of his/ her conviction if in the event of conviction for an offence, he/ she is sentenced to a term of imprisonment exceeding forty eight hours and is not forthwith dismissed or removed or compulsorily retired consequent on such conviction.

An order of deemed suspension may be issued in Form VIA (annexed) in case of an employee having been detained on criminal charges.



- (ii) It shall be the duty of the employee who has been arrested for any reason to intimate promptly, the fact of his/ her arrest and the circumstances connected therewith to his/ her official superior even though he/ she might have been released on bail subsequently. Failure on the part of the employee to so inform his/ her official superior will be regarded as suppression of material information and will render him/ her liable to disciplinary action on this ground alone, apart from the action that may be called for on the outcome of the Police Case against him/ her.
- (iii) Where a penalty of dismissal/ removal/ compulsory retirement from service imposed upon an employee under suspension is set aside on appeal or on review under these rules and the case is remitted for further inquiry or action or with any other directions, the order of his/ her suspension shall be deemed to have continued in force on and from the date of the original order of dismissal/ removal/ compulsory retirement and shall remain in force until further orders.
- (iv) Where a penalty of dismissal or removal from service imposed upon an employee is set aside or declared or rendered void in consequence of or by a decision of a court of law and the disciplinary authority, on consideration of the circumstances of the case, decides to hold a further inquiry against the employee on the allegations on which the penalty of dismissal or removal was originally imposed, the employee shall be deemed to have been placed under suspension by the appointing authority from the date of the original order of dismissal or removal and shall continue to remain under suspension until further orders.

Provided that no such further inquiry shall be ordered unless it is intended to meet a situation where the court has passed an order purely on technical ground without going into the merit of the case.

- (v) An order of suspension made or deemed to have been made under rule 25.3 (i) shall continue to remain in force until it is modified or revoked by the Authority competent to do so.

An order of suspension made or deemed to have been made under this rule may at any time be modified or revoked by the Authority which made or is deemed to have made the order or by any Authority to which that Authority is subordinate.

25.4. Where an employee is suspended or is deemed to have been suspended (whether in connection with any disciplinary proceeding or otherwise) and any other disciplinary proceeding is commenced against him/ her during the continuance of that suspension, the Authority competent to place him/ her under suspension may for reasons to be recorded by him/ her in writing direct that the employee shall continue to be under suspension until the termination of all or any such proceedings.

25.5. During the period of suspension the employee shall not enter the workplace/ office premises except with the written permission of the Suspending Authority or any other Authority competent to give such permission, nor shall he/ she leave station



without the written permission of the Competent Authority. No leave shall be granted during the period of suspension.

26.0 Subsistence Allowance

26.1. An employee under suspension shall be entitled to draw subsistence allowance equal to 50 percent, of his/ her basic pay provided the Disciplinary Authority is satisfied that the employee is not engaged in any other employment or business, or profession or vocation. In addition employee shall be entitled to Dearness Allowance admissible on such subsistence allowance and any other compensatory allowance of which employee was in receipt on the date of suspension provided the Suspending Authority is satisfied that the employee continues to meet the expenditure for which the allowance was granted.

26.2. Where the period of suspension exceeds six months, the authority which made or is deemed to have made the order of suspension shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first six months as follows:-

- i. The amount of subsistence allowance may be increased to 75 percent of basic pay and allowances thereon if, in the opinion of the said authority, the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the employee under suspension;
- ii. The amount of subsistence allowance may be reduced to 25 percent of basic pay and allowances thereon if in the opinion of the said authority, the period of suspension has been prolonged due to the reasons to be recorded in writing directly attributable to the employee under suspension.

26.3. If an employee is arrested by the Police on a criminal charge and bail is not granted, no subsistence is payable. On grant of bail, if the Competent Authority decides to continue the suspension, the employee shall be entitled to subsistence allowance from, the date employee is granted bail.

26.4. Before making any payment to a suspended employee he/ she would be required to furnish to the Competent Authority a certificate every month that he/ she is not engaged in any other employment, business or profession or vocation.

26.5. Effecting recoveries from subsistence allowance

The following normal deduction shall be made from subsistence allowance –

- a) Income Tax (provided the employee's yearly income, calculated with reference to the subsistence allowance, is taxable)
- b) House rent and allied charges, i.e., electricity, water, furniture etc.;
- c) Repayment of loans and advances taken from the Company at such rate as may be fixed by the Competent Authority;
- d) Contribution to CMPF & CMPS and
- e) Any other Statutory deductions, if any.



27.0 Treatment of the period of suspension

- 27.1.** When an order placing an employee under suspension is revoked or would have been revoked but for his/ her retirement (including premature retirement) while under suspension, the Authority competent to order revocation shall consider and make specific orders –
- Regarding pay and allowances to be paid to the employee for the period of suspension ending with revocation of suspension or date of his/ her retirement (including premature retirement) as the case may be; and
 - Whether or not the said period shall be treated as a period spent on duty.
- 27.2.** Notwithstanding anything contained in Rule 26, where an employee under suspension dies before the disciplinary or court proceedings instituted against him/ her are concluded, the period between the date of suspension and the date of death shall be treated as duty for all purposes and his/ her family shall be paid the full pay and allowance for that period to which he/ she would have been entitled had he/ she not been suspended, subject to adjustment in respect of subsistence allowance already paid.
- 27.3.** Where the Authority competent to order revocation is of the opinion that the suspension was wholly unjustified, the employee shall, subject to sub-rule 27.8 be paid full pay and allowance to which he/ she would have been entitled had he/ she not been suspended.

Provided that where such Authority is of the opinion that the termination of proceedings against the employee had been delayed due to reasons directly attributable to the employee, it may after giving him/ her an opportunity to make his/ her representation within thirty days from the date on which the communication in this regard is served on him/ her and after considering the representation, if any, submitted by him/ her, direct, for reasons to be recorded in writing, that the employee shall be paid for the period of such delay only such amount(not being the whole) of such pay and allowances as it may determine. The pay and allowances so determined should not be less than the subsistence allowance already paid to the employee.

- 27.4.** In a case falling under sub-rule 27.3, the period of suspension shall be treated as a period spent on duty for all purposes.
- 27.5.** In cases other than those falling under sub-rules 27.2 and 27.3 the employee shall, subject to the provisions of sub-rules 27.7 and 27.8, be paid such amount (not being the whole) of pay and allowances to which he/ she would have been entitled had he/ she not been suspended, as the Competent Authority may determine, after observing the procedure of issuing show cause notice and consideration of representation, if any, submitted by the employee. The amount so determined should not be less than the subsistence allowance already paid to the employee.
- 27.6.** Where suspension is revoked pending finalization of the disciplinary or the court proceedings, any order passed under sub-rule 27.1 before the conclusion of the proceedings against the employee, shall be reviewed on its own motion after the conclusion of the proceedings by the Authority mentioned in sub-rule 27.1 who



shall make an order according to the provisions of sub-rules 27.3, 27.4 or 27.5, as may be applicable.

- 27.7.** In case falling under sub-rule 27.5, the period of suspension shall not be treated as a period spent on duty unless the Competent Authority specifically directs that it shall be so treated for any specific purpose.

Provided that if the employee so desires, such Authority may order that the period of suspension shall be converted into leave of any kind due and admissible to the employee.

- 27.8.** The payment of allowances under sub-rules 27.2, 27.3 or 27.5 shall be subject to all other conditions under which such allowances are admissible.



Chapter-IV

Discipline

28.0 Penalties

28.1. The following penalties may be imposed, on an employee, as hereinafter provided, for misconduct committed by the employee or for any other good and sufficient reasons.

Minor Penalties

- (a) Censure;
- (b) withholding of increments of pay with or without cumulative effect;
- (c) withholding of promotion;
- (d) recovery from pay or leave encashment of the whole or part of any pecuniary loss caused to the Company by negligence or breach of orders or trust;
- (e) reduction to a lower stage in the scale of pay by one stage for a period not exceeding 3 years, with or without cumulative effect.

Major Penalties

- (f) save as provided in clause (e), reduction to a lower stage in the scale of pay for a specified period not less than 3 years, with further directions as to whether or not the employee will earn increments of pay during the period of such reduction and whether on expiry of such period, the reduction will or will not have the effect of postponing the future increment of pay;
- (g) reduction to a lower grade with further directions regarding conditions of restoration to the grade from which the employee was reduced and his/ her seniority and pay on such restoration to that grade;
- (h) compulsory retirement;
- (i) removal from service which shall not be a disqualification for future employment under the Govt. or the CPSE owned or controlled by the Govt.;
- (j) dismissal from service which shall ordinarily be a disqualification for future employment under the Govt. or the CPSE owned or controlled by the Govt.;

Provided that, in every case in which the charge of possession of assets disproportionate to known sources of income or the charge of acceptance from any person of any gratification, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act is established, the penalty mentioned in clause (i) or (j) shall be imposed.

Provided further that in any exceptional case and for special reasons recorded in writing, any other penalty may be imposed.

Illustrations on implementation of penalty orders is enclosed as Appendix I.

Note 1:

The penalty being imposed must be free from ambiguity and vagueness. To the extent possible, scope of penalty must be clearly brought out in the Order without leaving any scope for different interpretations. As such, care must be taken in the following types of penalties as shown against each:



- (i) Withholding of increments of pay with or without cumulative effect - such orders should give the number of increments to be withheld and period for which increment to be withheld. The minimum period of such penalty should be atleast 3 months.
- (ii) Withholding of promotion - such orders should clearly state the period for which promotion is withheld i.e., upto which cut-off date.
- (iii) Recovery from pay or leave encashment of the whole or part of any pecuniary loss caused to the Company by negligence or breach of orders or trust - such orders should also specify the total amount to be recovered and number of installments along with amount to be recovered in each installment (if applicable).
- (iv) Reduction to a lower stage in the scale of pay - such orders should indicate the date from which the order will take effect, the period for which the penalty will be operative, whether the employee will earn increments of pay during the period of such reduction and whether on expiry of such period, the reduction will or will not have the effect of postponing the future increments of pay. The minimum period of such penalty should be atleast 3 months.
- (v) Reduction to a lower grade - such orders should cover the reduced grade, the date from which the order will take effect, the period for which the penalty will be operative, whether the employee will earn increments of pay during the period of such reduction, conditions of restoration to the grade from which the employee was reduced and seniority & pay on such restoration to that grade. The minimum period of such penalty should be atleast 3 months.

Note 2:

For retired employees whose disciplinary proceedings are instituted while they were in service and continued after the final retirement as specified in Rule 36.2, major penalties like compulsory retirement, dismissal and removal can also be imposed with deemed retrospective effect before the date of superannuation.

Note 3:

The following shall not amount to penalty within the meaning of this rule:

- (i) Withholding of increment of an employee on account of his/ her work being found unsatisfactory or not being of the required standard or for failure to pass a prescribed test or examination or for failure to successfully complete probation period.
- (ii) Stoppage of increment at the efficiency bar in the time scale on the ground of his unfitness to cross the bar
- (iii) Caution/ Warning/ Recordable Warning issued to the employee without issuance of any Chargesheet/ Memorandum. However, in the past, if caution/ warning/ recordable warning is issued as a result of proven/ established charges, it shall be treated as equivalent to "Censure".
- (iv) Non-promotion, whether in a substantive or officiating capacity of an employee, after consideration of his/ her case to a grade for promotion to which he/ she is eligible
- (v) Reversion to lower grade of an employee officiating in a higher grade on the ground that he/ she is considered, after trial to be unsuitable for such higher grade or on administrative ground unconnected with his/ her conduct.



- (vi) Reversion to his/ her permanent service or grade of an employee appointed on probation to another service or grade during or at the end of period of probation in accordance with the terms of his/ her appointment or the rules and orders governing probation
- (vii) Replacement of the services of an employee whose services have been borrowed from Central or a State Government or an authority under the control of Central or a State Government at the disposal of the authority which had lent his/ her services.
- (viii) Pre-mature retirement of an employee on completion of 50/ 55 years of age as per the provisions of Pre-mature retirement of Executives.
- (ix) Termination of the services –
 - a. of an employee appointed on probation during or at the end of the period of probation in accordance with the terms of his/ her appointment or the rules and order governing probation; or
 - b. of a person appointed in a temporary capacity otherwise than under a contract or agreement in accordance with the general conditions of service applicable to temporary employment;
 - c. of an employee employed under an agreement or contract, in accordance with the terms of such agreement or contract;
 - d. of a person on reduction of establishment; and
 - e. of a person who is liable to be discharged for failure to qualify in certain duties or subjects under the conditions of his/ her services.

28.2. Disciplinary Authority

- (i) Subject to the provisions in sub-rule (ii) below, the Authorities specified in column 4 of the Schedule appended to these rules or any Authority higher than it may impose the penalties specified in column 3 upon employees in different grades of pay shown in column 2 of the Schedule.
- (ii) Notwithstanding anything contained in these rules no employee shall be removed or dismissed or compulsorily retired by an Authority lower than that by which he/ she is appointed to the post held by him/ her.

29.0 Authority to institute proceedings

29.1. The Disciplinary Authority or any Authority higher than it may institute disciplinary proceedings against any employee.

29.2. A Disciplinary Authority competent under these rules to impose any of the penalties specified in clauses (a) to (g) of rule 28.1 may institute disciplinary proceedings against any employee for imposition of any of the penalties specified in clauses (h) to (j) of rule 28.1 notwithstanding that such Disciplinary Authority is not competent under these rules to impose any of the latter penalties.

29.3. Where a Disciplinary Authority competent to impose any of the penalties specified in clause (a) to (g) of rule 28.1 but not competent to impose any of the penalties specified in the clauses (h) to (j) of rule 28.1, has itself inquired into or caused to be inquired into any charge and that Authority, having regard to its own findings or having regard to its decision on any of the findings of any Inquiring Authority appointed by it, is of the opinion that any of the penalties specified in clause (h) to (j) of rule 28.1 should be imposed on the employee, that Authority



shall forward the records of the inquiry to such Disciplinary Authority as is competent to impose the last mentioned penalties.

30.0 Procedure for imposing Major Penalties

- 30.1.** No order imposing any of the major penalties specified in Clauses (f) to (j) of Rule 28.1 shall be made except after an inquiry is held in accordance with this rule and in certain special cases as per Rule 36.
- 30.2.** Whenever the Disciplinary Authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehaviour against an employee, it may itself enquire into, or appoint any inquiring authority to inquire into the truth thereof. Provided that where there is a complaint of sexual harassment within the meaning of Rule 4.6 above, the Complaints Committee for inquiring into such complaints, shall be deemed to be the Inquiring Authority appointed by the Disciplinary Authority for the purpose of these rules and the Complaints Committee shall hold, if separate procedure has not been prescribed for the Complaints Committee for holding the inquiry into the complaints of sexual harassments, the inquiry as far as practicable in accordance with the procedure laid down in these rules.

Explanation:

Where the Disciplinary Authority itself holds the inquiry, the Inquiring Authority shall be construed as a reference to the Disciplinary Authority.

- 30.3.** Where it is proposed to hold an inquiry, the Disciplinary Authority shall deliver or cause to be delivered to the employee a copy of the articles of charge, the statement of the imputations of misconduct or misbehaviour and a list of documents and witnesses by which each article or charges is proposed to be sustained. On receipt of the articles of charge, the employee shall be required to submit his/ her written statement of defence, if employee so desires, and also state whether employee desires to be heard in person, within a period of fifteen days, which may be further extended for a period not exceeding fifteen days at a time for reasons to be recorded in writing by the Disciplinary Authority or any other Authority authorized by the Disciplinary Authority on his/ her behalf.

Provided that under no circumstances, the extension of time for filing written statement of defence shall exceed forty-five days from the date of receipt of articles of charge.

Note:

The articles of charge, the statement of imputations and the covering memorandum should be prepared in Form-VIIA (annexed).

Explanation:

It will not be necessary to show the documents listed with the chargesheet or any other document to the employee at this stage. However, on written request from the employees, the documents can be shown by the concerned Department.

- 30.4.** On receipt of the written statement of defence, the Disciplinary Authority may itself inquire into such of the articles of charge as are not admitted, or, if it



considers it necessary to do so, appoint, under sub-rule 30.2, an Inquiring Authority for the purpose. Where all the articles of charge have been admitted by the charged sheeted Employee in his/ her written statement of defence, the Disciplinary Authority shall record its findings on each charge after taking such evidence as it may think fit and shall act in the manner laid down in Rule 31.

If no written statement of defence is submitted by the charged sheeted employee, the Disciplinary Authority may itself inquire into the articles of charge, or may, if it considers it necessary to do so, appoint, under sub-rule 30.2, an Inquiring Authority for the purpose.

30.5. Where the Disciplinary Authority itself inquires or appoints an Inquiring Authority for holding an inquiry, it may, by an order appoint an employee to be known as the "Presenting Officer" to present on its behalf the case in support of the articles of charge.

30.6. The Disciplinary Authority shall where it is not the Inquiring Authority, forward the following documents to the Inquiring Authority within a fortnight of appointing the Inquiring Authority:

- (i) A copy of the articles of charge and the statement of imputation of misconduct or misbehaviour;
- (ii) a copy of the written statement of defence, if any, submitted by the employee;
- (iii) a copy of the statements of witness, if any, referred to in rule 30.3;
- (iv) evidence providing the delivery of documents referred to in rule 30.3 to the employee;
- (v) a copy of the order appointing the Presenting Officer.

30.7. On the date fixed by the Inquiring authority, the employee shall appear before the Inquiring Authority at the time, place and date specified in the notice. The inquiring authority shall ask the employee whether employee pleads guilty or has any defence to make and if employee pleads guilty to any of the articles of charge, the inquiring authority shall record the plea, sign the record and obtain the signature of the employee concerned thereon. The Inquiring Authority shall return a finding of guilt in respect of those articles of charge to which the charged sheeted employee concerned pleads guilty.

30.8. The employee may take the assistance of any other employee posted at his Head Quarter/ Station or the Station where the inquiry is held to present the case on his/ her behalf but may not engage a legal Practitioner for the purpose unless the Presenting Officer appointed by the disciplinary authority is a legal practitioner, or the disciplinary authority, having regard to the circumstances of the case, so permits.

30.9. If the employee does not plead guilty, the Inquiring Authority shall adjourn the case to a later date not exceeding thirty days after recording an order that the charged sheeted employee may, for the purpose of preparing his/ her defence:

- i. inspect the documents listed with charge-sheet.
- ii. submit a list of additional documents and witnesses that employee wants to examine; and



- iii. be supplied with the copies of the statements of witnesses, if any, listed in the charge-sheet.

Note:

Relevancy of the additional document and the witnesses referred to in subclause 30.9 (ii) above will have to be given by the employee concerned and the documents and the witnesses shall be summoned if the Inquiring Authority is satisfied about their relevance to the charges under inquiry.

- 30.10.** The Inquiring Authority shall ask the Authority in whose custody or possession the documents are kept, for the production of the documents or issue a non-availability certificate before the Inquiring Authority within one month of the receipt of such requisition: Provided that if the Authority having the custody or possession of the requisitioned documents is satisfied for reasons to be recorded by it in writing that the production of all or any of such documents would be against the public interest or security of the State, it shall inform the Inquiring Authority accordingly and the Inquiring Authority shall, on being so informed, communicate the information to the charged sheeted employee and withdraw the requisition made by it for the production or discovery of such documents.
- 30.11.** The Authority in whose custody or possession the requisitioned documents are, shall arrange to produce the same before the Inquiring Authority on the date, place and time specified in the requisition notice.

Provided that the Authority having the custody or possession of the requisitioned documents may claim privilege if the production of such documents will be against the public interest or the interest of the Company. In the event, it shall inform the Inquiring Authority accordingly.

- 30.12.** On the date fixed for the inquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the Disciplinary Authority. The witnesses shall be examined by or on behalf of the Presenting Officer and may be cross-examined by or on behalf of the charged sheeted employee. The Presenting Officer shall be entitled to re-examine the witness on any points on which they have been cross-examined, but not on a new matter, without the leave of the Inquiring Authority. The Inquiring Authority may also put such questions to the witnesses as it thinks fit.
- 30.13.** Before the close of the prosecution case, the Inquiring Authority may, in its discretion allow the Presenting Officer to produce evidence not included in the charge sheet or may itself call for new evidence or recall or re-examine any witness. In such case the charged sheeted employee shall be given opportunity to inspect the documentary evidence before it is taken on record; or to cross-examine a witness, who has been so summoned.
- 30.14.** When the case for the disciplinary authority is closed, the charged sheeted employee may be required to state his/ her defence, orally or in writing as employee may prefer. If the defence is made orally, it shall be recorded and the charged sheeted employee shall be required to sign the record. In either case a copy of the statement of defence shall be given to the Presenting Officer, if any appointed.



- 30.15. The evidence on behalf of the charged sheeted employee shall then be produced. The charged sheeted employee may examine himself/herself in his/her own behalf if employee so prefers. The witnesses produced by the charged sheeted employee shall then be examined and shall be liable to cross-examination, re-examination and examination by the inquiring authority according to the provision applicable to the witnesses for the disciplinary authority.
- 30.16. The Inquiring Authority may, after the charged sheeted employee closes his/her case, and shall, if the employee has not examined himself/herself, generally question the charged sheeted employee on the circumstances appearing against the charged sheeted employee in the evidence for the purpose of enabling the charged sheeted employee to explain any circumstances appearing in the evidence against him/her.
- 30.17. After the completion of the production of the evidence, the charged sheeted employee and the Presenting Officer may file written briefs of their respective cases within 15 days of the date of completion of the production of evidence.
- 30.18. If charged sheeted employee does not submit the written statement of defence referred to in sub-rule 30.3 on or before the date specified for the purpose or does not appear in person, or through the assisting officer or otherwise fails or refuses to comply with any of the provisions of these rules, the Inquiring Authority may hold the enquiry ex parte.
- 30.19. Whenever any inquiring authority, after having heard and recorded the whole or any part of the evidence in an inquiry ceases to exercise jurisdiction therein, and is succeeded by another inquiring authority which has, and which exercises, such jurisdiction, the inquiring authority so succeeding may act on the evidence so recorded by its predecessor, or partly recorded by its predecessor and partly recorded by itself.

Provided that if the succeeding inquiring authority is of the opinion that further examination of any of the witnesses whose evidence has already been recorded is necessary in the interest of justice, it may recall examine, cross-examine and reexamine any such witnesses as herein before provided.

30.20.

- (i) After the conclusion of the inquiry report shall be prepared and it shall contain-
- a gist of the articles of charge and the statement of the imputations of misconduct or misbehaviour;
 - a gist of the defence of the charged sheeted employee in respect of each article of charge;
 - and assessment of the evidence in respect of each article of charge;
 - the findings on each article of charge and the reasons therefor.

Explanation:

If in the opinion of the Inquiring Authority the proceedings of the inquiry establish any article of charge different from the original articles of the charge, it may record its findings on such article of charge.



Provided that the findings on such article of charge shall not be recorded unless the charged sheeted employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending oneself against such article of charge.

- (ii) The Inquiring Authority, where it is not itself the disciplinary authority, shall forward to the Disciplinary Authority the records of inquiry which shall include-
- a) The report of the inquiry prepared by it under sub-clause (i) above;
 - b) The written statement of defence if any submitted by the employee referred to in sub-rule 30.14
 - c) The oral and documentary evidence produced in the course of the inquiry;
 - d) Written briefs referred to in sub-rule 30.17 if any; and
 - e) The orders if any made by the Disciplinary Authority and the Inquiring Authority in regard to the inquiry.

30.21.

- (a) The Inquiring Authority should conclude the inquiry and submit his/ her report within a period of six months from the date of receipt of order of his/ her appointment as Inquiring Authority.
- (b) Where it is not possible to adhere to the time limit specified in clause (a), the Inquiring Authority may record the reasons and seek extension of time from the Disciplinary Authority in writing, who may allow an additional time not exceeding six months for completion of the Inquiry, at a time.
- (c) The extension for a period not exceeding six months at a time may be allowed for any good and sufficient reasons to be recorded in writing by the Disciplinary Authority or any other Authority authorized by the Disciplinary Authority on his/ her behalf.

31.0 Action on the Inquiry Report

31.1. The Disciplinary Authority, if it is not itself the Inquiring Authority may, for reason to be recorded by it in writing remit the case to the Inquiring Authority for fresh or further inquiry and report and the Inquiry Authority shall thereupon proceed to hold the further inquiry according to the provisions of Rule 30 as far as may be.

31.2. The Disciplinary Authority shall forward or cause to be forwarded a copy of the report of the inquiry, if any, held by the Disciplinary Authority or where the Disciplinary Authority is not the Inquiring Authority, a copy of the report of the Inquiring Authority, together with its own tentative reasons for disagreement, if any, with the findings of Inquiring Authority on any article of charge to the employee who shall be required to submit, if employee so desires, his/ her written representation or submission to the Disciplinary Authority within fifteen days, irrespective of whether the report is favourable or not to the employee.



31.3.

- (a) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties that any of the penalties specified in Rule 28 should be imposed on the employee it shall, notwithstanding anything contained in Rule 32 make an order imposing such penalty.
- (b) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge, is of the opinion that no penalty is called for, it may pass an order exonerating the employee concerned.

31.4. In the matter of promotion of employees against whom Disciplinary/ Court proceedings in criminal cases are pending, the procedure may be follow in accordance with the DoPT OM No. 22011/4/91-Estt.(A) dated 14.09.1992 and subsequent instructions of DOPT on sealed cover procedure.

32.0 Procedure for imposing Minor Penalties

32.1. Where it is proposed to impose any of the minor penalties specified in clauses (a) to (e) of Rule 28, the employee concerned shall be informed in writing of the imputations of misconduct or misbehaviour against the employee and give an opportunity to submit his/ her written statement of defence within a specified period not exceeding 15 days. The defence statement, if any, submitted by the employee shall be taken into consideration by the Disciplinary Authority before passing orders.

Note:

The memorandum of charges for minor penalties should be issued in Form VIIB (annexed).

32.2. The record of the proceedings shall include –

- (i) A copy of the statement of imputations of misconduct or misbehaviour delivered to the employee;
- (ii) His/ her defence statement, if any; and
- (iii) The orders of the Disciplinary Authority together with the reason therefor.

33.0 Appeal against the recommendation of Internal Complaints Committee (ICC) constituted under the provisions of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

33.1. Any aggrieved employee may appeal against the recommendation of Internal Complaints Committee (ICC) constituted under the provisions of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. The appeal shall be submitted to the concerned Disciplinary Authority specified in the schedule.

33.2. An appeal shall be preferred within ninety days from the date of communication of the recommendation appealed against. The appeal shall be addressed to the Disciplinary Authority and submitted to ICC whose order is appealed against. The ICC shall forward the appeal together with its comments and the records of the



case to the Disciplinary Authority within 15 days. The Disciplinary Authority shall consider whether the findings are justified or whether the penalty is excessive or inadequate and pass appropriate orders within three months of the date of appeal. The Disciplinary Authority may pass order confirming, enhancing, reducing or setting aside the penalty or remitting the case to the Authority which imposed the penalty or to any other Authority with such direction as it may deem fit in the circumstances of the case.

34.0 Communication of Orders

- 34.1.** Orders made by the Disciplinary Authority/ Appellate Authority/ Reviewing Authority or the Board, as the case may be, containing its findings shall be communicated to the employee concerned in writing by an Authority delegated for communication of Orders by the Competent Authority with a copy of
- (i) its finding on each article of charge, or where the disciplinary authority is not the inquiring authority, a statement of the findings of the disciplinary authority together with brief reasons for its disagreement, if any, with the findings of the inquiring authority and
 - (ii) Any other documents, as may be considered necessary by disciplinary authority/ appellate authority/ reviewing authority/ Board, as the case may be.

35.0 Common Proceedings

- 35.1.** Where two or more employees are concerned in a case, the Authority competent to impose a major penalty on all such employees may make an order directing that disciplinary proceedings against all of them may be taken in a common proceedings and the specified Authority may function as the Disciplinary Authority for the purpose of such common proceedings.

36.0 Special proceedings in certain cases

- 36.1.** Notwithstanding anything contained in Rule 30 or 31 or 32, the Disciplinary Authority may impose any of the penalties specified in Rule 28 in any of the following circumstances:—
- (i) the employee has been convicted on a criminal charge, or on the strength of facts or conclusions arrived at by a judicial trial ; or
 - (ii) where the disciplinary authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold an enquiry in the manner provided in these Rules; or
 - (iii) where the Board is satisfied that in the interest of the security of the Company, it is not expedient to hold any inquiry in the manner provided in these rules.
- 36.2.** Disciplinary proceedings/ Imposition of Penalty on Employees after their Retirement
- (i) The Disciplinary Authority may impose penalty on delinquent employees on conclusion of such departmental proceedings which were initiated during their service time and have continued beyond the date of their superannuation.



- (ii) Disciplinary proceedings, if instituted while the employee was in service whether before his/ her retirement or during his/ her re-employment, shall, after the final retirement of the employee, be deemed to be proceeding and shall be continued and concluded by the authority by which it was commenced in the same manner as if the employee had continued in service.
- (iii) During the pendency of the disciplinary proceedings, the Disciplinary Authority may withhold payment of gratuity or Leave encashment or both, for ordering the recovery from gratuity or leave encashment or both of the whole or part of any pecuniary loss caused to the company if have been guilty of offences/ misconduct as mentioned in Sub-section (6) of Section 4 of the Payment of Gratuity Act, 1972 or to have caused pecuniary loss to the company by misconduct or negligence, during his/ her service including service rendered on deputation or on re-employment after retirement. However, the provisions of Section 7(3) and 7 (3A) of the Payment of Gratuity Act, 1972 should be kept in view in the event of delayed payment, in the case the employee is fully exonerated.

Explanation:

If any employee has been issued a charge sheet with the offence/ misconduct on the grounds mentioned in Sec. 4(6) of the Payment of Gratuity Act, 1972 and the disciplinary proceedings is pending against the employee on the date of his superannuation, his/ her gratuity shall not be withheld by the Competent Authority, if:

- i) In cases under Sec 4(6) (a) of the Payment of Gratuity Act, 1972 - If the charge sheet does not provide/ quantify the actual extent of damage or loss sustained due to the act of willful omission, or negligence causing loss to or destruction of property belonging to the employer;
- ii) In cases under Sec 4(6) (b)(ii) of the Payment of Gratuity Act, 1972 - no criminal case is pending wherein any compliant/ FIR/ charge is filed/ framed for any offence involving moral turpitude.

37.0 Employees on deputation from the Central Government or the State Government, etc.

37.1. Where an order of suspension is made or disciplinary proceeding is taken against an employee, who is on deputation to the Company from the Central or State Government, or another public undertaking, or a local authority, the authority lending his/her services (hereinafter referred to as the "lending authority") shall forthwith be informed of the circumstances leading to the order of his/her suspension, or the commencement of the disciplinary proceeding, as the case may be.

37.2. In the light of the findings in the disciplinary proceeding taken against the employee:—

- (a) If the Disciplinary Authority is of the opinion that any of the minor penalties should be imposed on the employee, it may pass such orders on the case as it deems necessary after consultation with the Lending Authority; provided that in the event of a difference of opinion between the Disciplinary and the Lending Authority, the services of the employee shall be placed at the disposal of the Lending Authority.



(b) If the Disciplinary Authority is of the opinion that any of the major penalties should be imposed on the employee, it should replace his/ her services at the disposal of the Lending Authority and transmit to it the proceedings of the enquiry for such action as it deems necessary.

37.3. If the employee submits an appeal against an order imposing a minor penalty on the employee under sub-rule 37.2(a), it will be disposed of after consultation with the Lending Authority;

Provided that if there is a difference of opinion between the Appellate Authority and the Lending Authority, the services of the employee shall be placed at the disposal of the Lending Authority, and the proceedings of the case shall be transmitted to that Authority for such action as it deems necessary.



Chapter-V

Appeals

38.0 Appeals

- 38.1.** An employee may appeal against an order imposing upon the employee any of the penalties specified in Rule 28 or against the order of suspension referred to in Rule 25. The appeal shall lie to the Authority specified in the schedule.
- 38.2.** An appeal shall be preferred within one month from the date of communication of the order appealed against. The appeal shall be addressed to the Appellate Authority specified in the schedule and submitted to the Authority whose order is appealed against. The Authority whose order is appealed against shall forward the appeal along with the records of the case as sought by the Appellate Authority or on his/ her behalf to the Appellate Authority within 15 days. The Appellate Authority shall consider whether the findings are justified or whether the penalty is excessive or inadequate and pass appropriate orders within three months of the date of appeal. The Appellate Authority may pass order confirming, enhancing, reducing or setting aside the penalty or remitting the case to the Authority which imposed the penalty or to any other Authority with such direction as it may deem fit in the circumstances of the case.

Provided that if the enhanced penalty which the Appellate Authority proposes to impose is a major penalty specified in clauses (f) to (j) of Rule 28 and an inquiry as provided in Rule 30 has not already been held in the case, the Appellate Authority shall direct that such an enquiry be held in accordance with the provisions of Rule 30 and thereafter consider the record of the inquiry and pass such orders as it may deem proper. If the Appellate Authority decides to enhance the punishment but an enquiry has already been held as provided in Rule 30, the Appellate Authority shall give a show cause notice to the employee as to why the enhanced penalty should not be imposed upon the employee. The Appellate Authority shall pass final order after taking into account the representation, if any, submitted by the employee.

Such appeals, wherein the same individual who was Disciplinary Authority and later on became the Appellate Authority in the same disciplinary case within the provision under Sl.No. 2 (a), 2(b), 3(a), 4(a) and 4(c) of the Schedule under Rule 28 shall be disposed off by the Sub-Committee of CIL Board consisting of Director (Finance), Director (Technical) & Director (P&IR) of CIL.

In case where Memorandum of disciplinary proceedings and/ or penalty order appealed against was issued by the Disciplinary Authority who later on became Functional Director, CIL and Appellate Authority and/ or the Chairman-cum-Managing Director of the concerned Company and Appellate Authority within the provision under Serial No.2(c), 3(b) and 4(b) respectively of the schedule under Rule 28, such appeal shall be decided by the Chairman, CIL.



39.0 Review

- 39.1.** Notwithstanding anything contained in these rules, the Reviewing Authority as specified in the schedule may call for the record of the case within twelve months of the date of the final order and after reviewing the case pass such orders thereon as it may deem fit.

"Provided that if the enhanced penalty, which the Reviewing Authority purposes to impose; is a major penalty specified in clauses (f) to (j) of Rule 28 and an enquiry as provided under Rule 30 has not already been held in the case, the Reviewing Authority shall direct that such an enquiry be held in accordance with the provisions of Rule 30 and thereafter consider the record of the enquiry and pass such order as it may deem proper. If the Reviewing Authority decides to enhance the punishment but an enquiry has already been held in accordance with the provisions of Rule 30, the Reviewing Authority shall give show cause notice to the employee as to why the enhanced penalty should not be imposed upon the employee. The Reviewing Authority shall pass final order after taking into account the representation, if any, submitted by the employee.

The Coal India Limited, Board of Directors may at any time call for the records of any inquiry, review any order and pass necessary order, as it may deem fit.

Note:

A Committee to be chaired by Director (P&IR), CIL with Director (Finance), CIL and Director (Technical), CIL as members will process those cases which are beyond 12 months of date of final order for placing before the Board with the approval of the Chairman, CIL.

40.0 Services of Orders, Notices, etc.

- 40.1.** Every order, notice and other process made or issued under these rules shall be served in person on the employee concerned or communicated to the employee by registered post at his/ her last known address.

41.0 Power to relax time-limit and to condone delay

- 41.1.** Save as otherwise expressly provided in these rules, the authority competent under these rules to make any order may, for good and sufficient reasons or if sufficient cause is shown, extend the time specified in these rules for anything required to be done under these rules or condone any delay.

42.0 Savings

- 42.1.** Nothing in these rules shall be construed as depriving any person to whom these rules apply, of any right of appeal which had accrued to the employee under the rules, which have been superseded by these rules.
- 42.2.** An appeal pending at the commencement of these rules against an order made before the commencement of these rules shall be considered and orders thereon shall be made, in accordance with these rules.



42.3. The proceedings pending at the commencement of these rules shall be continued and disposed as far as may be, in accordance with the provisions of these rules, as if such proceedings were proceedings under these rules.

42.4. Any misconduct, etc., committed prior to the issue of these rules which was a misconduct under the superseded rules shall be deemed to be a misconduct under these rules.

43.0 Removal of doubts

43.1. Where a doubt arises as to the interpretation of any of these rules, the matter shall be referred to the Chairman, CIL for final decision.

44.0 Amendments

44.1. The Coal India Limited Board may amend, modify or add to these rules, from time to time and all such amendments, modifications or additions shall take effect from the date stated therein.

45.0 Repeal

45.1. These rules supersede all the existing rules in respect of Conduct, Discipline and Appeal Rules 1978 and their amendments concerning Executive cadre employees of Coal India Limited and its subsidiaries to the extent modified.



Form – I
(Rule 6.1)

Statement regarding employment of relatives in the Company

1. Name of the Office (in full) :
2. Present Post held : Area
3. Present basic pay and scale :
4. Date of joining the Company :

Particulars of the relatives employed in Company					
Name & Designation	Colliery/ Office/ Deptt. in which employed	Basic Pay and scale	Relationship with employee	Date of appointment of the relative employed in the Company	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Signature of the employee

Date



Form – II
(Rule 6.1)

**Declaration regarding relations connected with Firms/ Business House doing
Business with the Company**

1. Name of the Office (in full) :
2. Present Post held :
3. Place of posting :
4. Present basic pay and scale :
5. Date of joining the Company :

I, the undersigned, hereby declare that none of my relations are/ the following relations are in connection with any firms or business houses engaged in business dealing with the Company.

Sl. No.	Complete address of the firm/ business house doing business with the Company with name of proprietor/ partner/ manager.	Nature of relationship of the Officer with proprietor/ partner/ manager of the said firm or business house.	Nature of business dealings with the Company	Nature of pecuniary of other interest of the Officer having relations with said firm/ business house.
(1)	(2)	(3)	(4)	(5)

2. I also undertake to inform the management immediately about the changes that may take place regarding the connections of my relations with the firms doing business with the Company.

3. I further declare that I shall not participate in decisions relating to award of contracts/ giving orders for purchase or sale or any other matter to the advantage of the firm where my relation(s) is/ are having connection.

Place:

Date:

Signature

*Strike off whichever is not applicable.



Form – III
(Rule 16.1)

Statement regarding any kind of business done by the employee either in his/ her own name or in the name of his/ her family members or benami

1. Name of the Office (in full) :
2. Present Post held : Area
3. Present basic pay and scale :
4. Date of joining the Company :

Details of the Business	Name of the person in whose name the business is held/ conducted	Relationship of the employee in whose name the business is held/ conducted	Approximate monthly income
(1)	(2)	(3)	(4)

Signature of the employee

Date



Form – IV A
(Rule 19.2/ 19.3)

Form for giving prior intimation or seeking previous sanction in respect of immovable property

1.	Name and designation	:
2.	Scale of pay and present pay	:
3.	Purpose of application – Sanction for transaction/ prior intimation of transaction	:
4.	Whether property is being acquired or disposed of	:
5.	Probable date of acquisition/ disposal of property	:
6.	Made of acquisition/ disposal	:
7.	(a) Full details about location viz. Municipal No./ Street/ Village/ Taluk District and State in which situated	:
	(b) Description of the property, in the case of cultivable and dry or irrigated land	:
	(c) Whether freehold or leasehold	:
	(d) Whether the applicant's interest in the property is in full or part (in case of partial interest the extent of such interest must be indicated)	:
8.	Sale/ purchase prices of the property (Market value in the case of gifts)	:
9.	In case of acquisition, sources or sources from which finance/ proposed to be financed	
	(a) Personal savings	:
	(b) Other sources giving basis	:
10.	In the case of disposal of property was requisite sanction, information obtained/ given for its acquisition? (A copy of the sanction/ acknowledgement should be attached)	:
11.	(a) Name and address of the party with whom transaction is proposed to be made	:
	(b) Is the party related to the Applicant? If so, state the relationship.	:



	(c) Did the applicant have any dealings with the party in his official capacity at any time or is the applicant likely to have any dealings with him in the near future?	:
	(d) How was the transaction arranged? (Whether through any statutory body or a private agency through advertisement or through friends and relatives, full particulars to be given.)	:
12.	Any other relevant fact which the applicant may like to mention.	:

DECLARATION

I, hereby declare that the particulars given above are true. I request that I may be given permission to acquire/ dispose of property as described above from/ to the party whose name is mentioned in item 11 above.

OR

I, hereby intimate the processed acquisition/ disposal of property by me as detailed above. I declare that the particulars given above are true.

Station:

Date:

Signature:

Designation:

Note 1: In the above form, different portions may be used according to requirement.

Note 2: Where previous sanction is asked for, the application should be submitted at least 30 days before the success date of the transaction.



Form – IV B
(Rule 19.3/ 19.4)

Form for giving prior intimation or seeking previous sanction in respect of movable property

1.	Name of the Employee	:
2.	Scale of pay and present pay	:
3.	Purpose of application – Sanction for transaction/ prior intimation of transaction	:
4.	Whether property is being acquired or disposed of	:
5.	(a) Probable date of acquisition/ disposal of property	:
	(b) If the property is already acquired/ disposed of actual date of transaction	:
6.	(a) Description of the property (e.g. Car/ Scooter/ Motor Cycle/ Radiogram/ Jewellery/ Loans/ Insurance Policies, etc.)	:
	(b) Make Model (and also Registration No. in case of vehicles) where necessary	:
7.	Made of acquisition/ disposal (purchase/ sale/ gift/ mortgage/ lease or otherwise)	:
8.	Sale/ purchase price of the property (Market value in the case of gifts)	:
9.	In case of acquisition, sources from which financed proceed to be financed.	:
	(a) Personal savings	:
	(b) Other sources giving details	:
10.	In the case of disposal of property, was requisite sanction/ intimation obtained/ given for its acquisition? (A copy of the sanction/ acknowledgement should be attached)	:
11.	(a) Name and address of the party with whom transaction is proposed to be made/ has been made	:
	(b) Is the party related to the Applicant? If so, state the relationship.	:
	(c) Did the applicant have any dealings with the party in his official capacity at	:



	any time or is the applicant likely to have any dealings with him in the near future?	
	(d) Nature of official dealings with the party	:
	(e) How was the transaction arranged? (Whether through any statutory body or a private agency through advertisement or through friends and relatives, full particulars to be given.)	:
12.	Any other relevant fact which the applicant may like to mention.	:

DECLARATION

I, hereby declare that the particulars given above are true. I request that I may be given permission to acquire/ dispose of property as described above from/ to the party whose name is mentioned in item 11 above.

OR

I, hereby intimate the acquisition/ disposal of property by me as detailed above. I declare that the particulars given above are true.

Station:

Date:

Signature:

Designation:

Note 1: In the above form, different portions may be used according to requirement.

Note 2: Where previous sanction is asked for, the application should be submitted at least 30 days before the success date of the transaction.



Form – V A
(Rule 19.1 (c))

Statement showing details of assets (other than immovable property liabilities on first appointment and also submission of return on 1st January of each calendar year

Name :

Designation :

Date of joining :

Basic Salary :

ASSETS					LIABILITIES
A. Liquid Assets & Investments (including deposits & LIC Policies)					1. Liabilities to the Bank Financial Institution 2. Liabilities to friends & relatives 3. Other liabilities, if any.
Description	Amount/ Original Price	Held in the name of & relationship	How acquired	Annual income derived	
(1)	(2)	(3)	(4)	(5)	
B. Movable properties					
Description	Amount/ Original Price	Held in the name of & relationship	How acquired	Annual income derived	
(1)	(2)	(3)	(4)	(5)	

Date:

Signature:

N.B. Additional sheets may be attached where necessary.

Note-1: In the case of share, securities, debentures, etc. face value and approximate market value as on the date of statement may be mentioned.

Note-2: In the case of Life Insurance Policies, the date of maturity may also be stated.

Note-3: Under B, information may be given regarding items like (a) Gold/ Gold ornaments, approximate weight only be stated. (b) Silver including ornaments, etc. (approximate weight) (c) Other precious metals, items of jewellery, precious stones forming part of jewellery, etc. Approximate value to be stated (i) Car, (ii) Scooters/ Motor Cycles, (iii)



Refrigerator/ Air Conditioners, Radio/ Radiogram/ Television sets and any other articles, the value of which is individually is more than ₹10,000/-.

Note-4: In column 4, may be indicated whether the property was acquired by purchase, gift or otherwise.

Note-5: Under liabilities, brief details should be given.

Date:

Signature:



Form – V B
(Rule 19.1 (e)/ 19.5)

Statement showing details of immovable property on first appointment and also on 1st January of each calendar year (e.g. Lands, House, Shops, other buildings, etc.)

Name :
Designation :
Organization :
Date of joining :
Basic Pay :

Sl. No.	Details/ Description of property and its location (See Notes 1 & 5 below) House/ Building/ Land No.	If not in own name, state in whose name held and his/ her relationship, if any to the employee	How and when acquired (See Notes 2 & 6 below)	Value of the property (See note 3 below)	Total annual income from the property	Remarks
1	2	3	4	5	6	7

Note-1: If the property is not wholly owned the extent of share may also be indicated.

Note-2: For the purpose of col. 4, the term 'lease' would mean a lease of immovable property from year to year or for any term exceeding one year of reserve yearly rent. When, however, the lease of immovable property is obtained from a person having official dealings with the employee, such a lease should in this column irrespective of the term of the lease whether it is short term or long term, and the periodicity of the payment of rent.

Note-3: Col. 5 should be shown:

- (a) Where the property has been acquired by purchase, mortgage or lease, the price of premium paid for such acquisition.
- (b) Where it has been acquired by lease the total annual rent thereof also and
- (c) Where the acquisition is by inheritance, gift or exchange the approximate value of the property so acquired.

Note-4: The annual return in respect of immovable property may also be submitted in this form as on 1st January.

Note-5: Name of District, Division, Taluka & Village in which the property is situated and also its distinctive number, etc. will be given in col. 2.

Note-6: Whether by purchase, mortgage, lease, inheritance, gift or otherwise & name with details of person/ persons concerned are also be given in column.

Date:
Signature:



Form – V C
(Rule 19.1 (c))

Statement of Assets & Liabilities

Detailed Statement in respect of Shares/ Debentures purchased under Promoters'/ Employees quota as on 1st January of each calendar year in Officers own name and also those held in the names of spouse and dependent children.

Name :
Designation :
Organization :
Date of joining the PSU :
Basic Salary :
P.F. Index No. :

Sl. No.	Name of the Company	No. of shares	Face value	Cost of acquisition	Whether promoters'/ Employees' quota	How acquired	Position held at the time of acquisition and if the Company had any borrowing of other facilities at that time
1	2	3	4	5	6	7	8

A. Self :
B. Spouse and Dependent Children :

(2) Any addition/ deletions to this statement as on 1st January, And the profit/ loss incurred by me are given below:

Place:

Date:

Signature: _____



Annexure

(To be submitted along with the Assets & Liabilities Statement as on 1st January of every year)

Form for giving information where total transactions in shares, securities, debentures and investment in mutual fund schemes, etc. exceed ₹10,000/- during the calendar year as on 1st January

1.	Name and designation	:
2.	i) Scale of pay and present pay	:
	ii) P.F. Index No.	:
3.	Details of each transaction made in shares, securities, debentures, mutual funds scheme, etc. during the calendar year.	:
4.	Particulars of the party/ firm with whom transaction is made	
	(a) Is party related to you?	:
	(b) Did you have dealings with the party in your official capacity at any time or is the applicant likely to have any dealings with you in the near future?	:
5.	Source or sources from which financed?	
	(a) Personal savings	:
	(b) Other sources giving details	:
6.	Any other relevant fact which you may like to mention.	:

Declaration:

I hereby declare that the particulars given above are true.

Place:

Date:

Signature:

Designation:



Form – V D
(Rule 16.6)

Sl. No.	Name & Designation of the Officer	Name of the Country visit	Duration of Stay	Source of Funding	Remarks



Form VI
(Rule 25.1)

No.....

Name of the company

Place of issue Dated.....

ORDER

Whereas a disciplinary proceeding against

Sri/Smt.....

(Name & designation of the employee) is
contemplated/ pending.

Whereas a case against

Sri/Smt.....

(Name & designation of the employee) in
respect of an original offence is under
investigation/inquiry/trial.

Now, therefore, the undersigned has been directed to inform that the Competent Authority in exercise of the powers conferred by rule 25.1 of CIL CDA Rules, hereby place the said Sri/ Smt.....under suspension with immediate effect.....and until further order.

It has been further ordered that during the period this order will remain in force the headquarters of Sri/Smt.....(name & designation of the employee) shall be(name of place) and said.....Sri/ smt.....will not leave the headquarters without obtaining the previous permission of the Competent Authority.

Signature of Delegated Authority

1. Copy to Sri/Smt.....(name & designation of the employee). Orders regarding subsistence allowance admissible to him during the period of his suspension will issue separately.
2. Copy to Sri/Smt.....(name & designation of the lending authority) for information.
3. The circumstances in which the order of the suspension was made are as follows :
(Here give details of the case and reasons for suspension)



Note:

Paras 2 and 3 should not be inserted in the copy of the order of suspension sent to the employee to be suspended.

Distribution:

- 1.
- 2.



Form VIA
(Rule 25.3(i))

No.....

Name of the company.....

Place of issue.....

ORDER

Whereas a case against Shri/Smt..... (Name and designation of the employee) in respect of criminal offence is under investigation.

And whereas the said Shri/Smt..... was detained in custody on..... for a period exceeding fortyeight hours.

Now, therefore, the undersigned has been directed by the Competent Authority (authority competent to suspend) to inform that the said Shri/Smt..... is deemed to have been suspended by the Competent Authority with effect from the date of detention i.e..... in terms of sub rule 25.3 (i) of the CIL CDA Rules and will remain under suspension until further orders.

Signature of Delegated Authority



Form VIIA
(Rule 30)

Memorandum

1. The undersigned has been directed to inform that the Competent Authority proposes to hold an inquiry against Shri..... under rule 30 of the CIL CDA Rules. The substance of the imputations of misconduct or misbehaviour in respect of which the inquiry is proposed to be held is set out in the enclosed statement or articles of charge (Annexure I). A statement of the imputations of misconduct or misbehavior in support of each article of charge is enclosed (Annexure II). A list of documents by which, and list of witnesses by whom, the articles of charge are proposed to be sustained are also enclosed (Annexure III and Annexure IV).
2. The undersigned has been directed to further inform that Shri..... is to submit within 10 days of the receipt of this Memorandum a written statement of his defense and also to state whether he desires to be heard in person.
3. He is informed that an inquiry will be held only in respect of those articles of charge as are not admitted. He should, therefore, specifically admit or deny each article of charge.
4. Shri..... is hereby further informed that if he does not submit his written statement of defense on or before that date specified in para 2 above or does not appear in person before the Inquiring Authority or otherwise fails or refuses to comply with the provisions of Rule 30 of the CIL CDA Rules, or the orders/directions issued in pursuance of the inquiry against him exparte.
5. The undersigned has been directed to bring to the attention of Shri..... to Rule 21 of the CIL CDA Rules, under which no public servant will bring or attempt to bring any outside influence to bear upon any superior authority to further his interests in respect of matters pertaining to the service under the company. If any representation is received on his behalf from another person in respect of any matter dealt with in these proceedings it will be presumed that Shri..... is aware of such a representation and that it has been made at his instance and action will be taken against him for violation of Rule 21 of the CIL CDA Rules.
6. The receipt of the Memorandum may be acknowledged.

To:
Shri.....

.....

.....
Name & Designation of the Delegated Authority



Annexure -1

Statement of articles of charge framed against Shri
.....

(Name and designation of the employee)

Article- I

That the said
Shri..... while
functioning as.....during the period.....

Article -II

That during the aforesaid period and while functioning in the aforesaid office, the said
Shri.....

Article III

That during the aforesaid period and while functioning in the aforesaid office, the said
Shri.....



Annexure II

Statement of imputation of misconduct or misbehavior in support of the articles of charge framed against

Shri.....

(Name and designation of the employee)

Article -I

Article- II

Article - III

Annexure III

List of documents by which the articles of charge framed against shri..... (Name & designation of the employee) are proposed to be sustained.

- 1.
- 2.
- 3.

Annexure IV

List of witnesses by whom the articles of charge framed against shri.....(Name and designation of the employee) are proposed to be sustained.

- 1.
- 2.
- 3.



Form VIIB
(Rule 32)

Memorandum

1. Shri.....(designat
ion) (Office in which working)
.....is hereby informed that it is proposed to take action against
him under Rule 32 of the CIL CDA Rules. A statement of the imputations of
misconduct or misbehaviour on which action is proposed to be taken as mentioned
above is enclosed.
2. Shri.....fails to submit his
opportunity to make such representation as he may wish to make against the
proposal.
3. If Shri.....fails to
submit his representation within 10 days of the receipt of this Memorandum, it will
be presumed that he has no representation to make and orders will be liable to be
passed against Shri.....ex parte.

The receipt of this Memorandum should be acknowledged by Shri
.....

Signature

(Name & Designation of the Delegated Authority)

To:

Shri
.....



Form VIII
(Rule 16.5)

Bond cum Undertaking

(To be executed on a non-judicial stamp paper of the appropriate value)

To be obtained from the concerned Functional Director(s)/ CMD along with Non Dues Certificate prior to release of terminal benefits

KNOW ALL MEN BY THESE PRESENTS THAT

WE _____ s/d/o _____ resident of _____
presently working as _____ in (Name of CPSE) (hereinafter called 'the Obligor') and (i) Shri _____ s/d/o _____ r/o _____
(ii) Shri _____ s/d/o _____ r/o _____
(hereinafter called "the Sureties") do hereby jointly and severally bind ourselves and respective heirs, executors and administrators to pay to the _____
(Name of CPSE) on demand the sum of ₹ _____ (Rupees _____)
) equivalent to the basic pay drawn by the Obligor during the last six months of his/ her tenure in (Name of CPSE) or ₹10 (ten) lakhs, whichever is more, together with interest thereon from the date of demand at Government rates, for the time being in force, on Government loans or, if payment is made in a Country other than India, the equivalent of the said amount in the currency of that Country converted at the then prevailing official rate of exchange between that Country and India AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Company.

1. AND WHEREAS the Obligor has been appointed to the position of Director/ CMD in (Name of the CPSE) (hereinafter called "The Company") in terms of Offer of Appointment ref. No. _____ dated _____. The aforesaid terms of the offer were accepted by him/ her and the obligor assumed office on _____.
2. AND WHEREAS in terms of the aforesaid Offer of Appointment it is required that in the event of Obligor's retirement/ resignation from the Company, the Obligor will not accept any appointment or post, whether advisory or administrative, in any firm or Company whether India or Foreign, with which the Company has or had business relations within one year from the date of Obligor's retirement/ resignation, without prior approval of the Government.
3. AND WHEREAS it was also required in terms of the aforesaid Offer of Appointment, that terminal benefits due to Obligor, in the event of his/ her retirement/ resignation from the services of Company, would not be released unless a bond regarding aforesaid restrictions on the post retirement is executed by him/ her.
4. AND WHEREAS for the better protection of the Company, the Obligor has agreed to execute this bond with such condition as herein under contained.
5. AND WHEREAS the said Sureties have agreed to execute this bond as sureties on behalf of the above Obligor.



6. NOW THE CONDITIONS OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of Obligor's failure to abide by the restriction pertaining to acceptance of employment or post, whether advisory or administrative, in any firm or Company whether Indian or Foreign, with which the Company has or had business relations, within one year from the date of Obligor's retirement/ resignation, without prior approval of the Government. Obligor shall become liable for payment of the sum equivalent to the bond amount to (Name of CPSE). In the event of the aforesaid failure and upon the Obligor failing to pay the sum of equivalent to the bond amount to (Name of CPSE), the Company will be at liberty to initiate appropriate civil action for recovery of the aforesaid bond amount from the Obligor. This will be without prejudice to the rights of the Company to initiate any other action as deemed fit in the circumstances of the case.

AND upon the Obligor Shri _____ and, or Shri _____ and, or Shri _____ and Shri _____, the Sureties aforesaid making such payment, the above written obligation shall be void and no effect otherwise it shall be and remain in full force and virtue.

PROVIDED ALWAYS that the liability of the Sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance act or omission of the Company or any person authorized by it (whether with or without the consent or knowledge of the Sureties) nor shall it be necessary for the Company to sue the Obligor before suing the sureties Shri _____ and Shri _____ or any of them for amounts due hereunder.

THE bond shall in all respects be governed by the laws of India for the time being in force and the rights and the liabilities hereunder shall where necessary be accordingly determined by the appropriate Courts in India.

In witness whereof, these present have been signed by a duly authorized officer on behalf of the Company and by the other person(s) party thereto.

Signed and delivered by the above Obligor along with his sureties on this _____
Day of _____ Month _____ 20_____.

Signature of Obligor

1. Sign of Surety :
Name :
Designation :
Office to which attached :

In the presence of _____
For and on behalf of the Company

2. Sign of Surety :
Name :
Designation :
Office to which attached :

This bond should be executed accordingly & accepted by the accepting authority *

Signature of the Accepting Authority



*The accepting authority for Directors/ MD/ and CMD of CPSEs would be as under:

Directors	CMD/ MD of the concerned CPSE
MD	Chairman of the concerned CPSE
CMD	Secretary of the concerned administrative Ministry/ Department



Form IX
(Rule 17.2)

Proforma for intimation for transactions in shares, securities, debentures, investment in mutual fund schemes, etc.

1. Name of the Executive: _____
 - (a) Designation: _____
 - (b) Service to which belongs: _____
 - (c) EIS No. _____
2. Scale of Pay and present pay: _____
3. Details of each transaction made in shares, securities, debentures, mutual fund scheme, etc. during the calendar year _____
4. Particulars of the party/ firm with whom transaction(s) is made:
 - (a) Is party related to the applicant? _____
 - (b) Did the applicant have any dealings with the party in his/ her official capacity at any time or is the applicant likely to have any dealings with him in the near future _____
5. Source(s) from which financed:
 - (a) Personal savings
 - (b) Other sources giving details
6. Any other relevant fact which applicant may like to mention

Declaration

I hereby declare that the particulars given above are true.

Place:

Date:

Signature

Designation



SCHEDULE

Sl. No.	Grade of employee	Penalties	Disciplinary Authority	Appellate authority	Reviewing Authority
(1)	(2)	(3)	(4)	(5)	(6)
1.	All employees posted in CIL or any of the Subsidiaries	All penalties	Chairman, CIL	CIL Board	
2.	Employees posted in CIL (Hq) & other allied Offices except NEC				
2. (a)	All employees working in the departments under the administrative control of a Functional Director except Chairman, CIL	All penalties except those under rule 28.1 (h) to (j)	Concerned Functional Director of CIL	Chairman, CIL	CIL Board
2 (b)	All employees working in the departments directly reporting to Chairman, CIL	All penalties except those under rule 28.1 (h) to (j)	Director (P&IR), CIL	Chairman, CIL	CIL Board
2 (c)	Employees upto E6 grade	All minor penalties	Head of divisions of CIL HQ in respect of officers working under them	a) Concerned Functional Director b) Director (P&IR), CIL for officers working in the departments directly reporting to Chairman, CIL	Chairman, CIL
3.	Employees posted in NEC				
3 (a)	All employees	All penalties except those under rule 28.1 (h) to (j)	Director in-charge of NEC	Chairman, CIL	CIL Board
3 (b)	Employees upto E6 grade	All minor penalties	GM, NEC	Director in-charge of NEC	Chairman, CIL



Sl. No.	Grade of employee	Penalties	Disciplinary Authority	Appellate authority	Reviewing Authority
4.	Employees posted in Subsidiaries & its Joint Ventures				
4 (a)	All employees	All penalties except those under rule 28.1 (h) to (j)	CMD of the concerned Subsidiary	Chairman, CIL	CIL Board
4 (b)	Employees upto E6 grade	All minor penalties	Concerned Functional Director	CMD of the concerned Subsidiary	Chairman, CIL
4 (c)	All employees from different Subsidiaries nominated as leaders/ members of CIL Coal Stock Measurement Teams	All penalties except those under rule 28.1 (h) to (j)	Director (Technical), CIL	Chairman, CIL	CIL Board

Note:

1. Jurisdiction of the Disciplinary Authority shall be determined with respect to Company/ Unit where the alleged misconduct was committed.
2. Allied Offices of CIL (Hq) means establishments directly attached to CIL(Hq) like RSOs, IICM, CIL New Delhi Office, Joint Ventures of CIL, Ministries or any other Establishments as decided by the Chairman, CIL.



Appendix I

Illustrations on the imposition of penalty

a. Censure

A minor penalty of censure is imposed on an employee on 15.01.2020.

Basic Pay when penalty is imposed	₹70,000/-
Currency period of penalty	15.01.2020
Basic Pay during & after the currency period of penalty	₹70,000/- (no change)
Annual Increment	Applicable on 01.04.2020 – Basic Pay would be ₹72,100/-

b. Withholding of increments of pay with or without cumulative effect

- (i) The penalty of withholding of one increment for a period of two years is imposed on an employee on 15.01.2020 without cumulative effect.

Basic Pay when penalty is imposed	₹70,000/-
Currency period of penalty	15.01.2020 to 31.03.2022
Basic Pay during the currency period of penalty	Annual increment due on 01.04.2020 will be withheld for two years i.e., upto 31.03.2022. As such, the Basic Pay w.e.f. 15.01.2020 will be as under: (i) ₹70,000/- (from 15.01.2020 to 31.03.2020 – no change) (ii) ₹70,000/- (from 01.04.2020 to 31.03.2021 – one increment withheld for 1 st year) (iii) ₹72,100/- (from 01.04.2021 to 31.03.2022 – one increment given but the earlier one increment is withheld for 2 nd year)
Basic Pay after the currency period of penalty is over*	₹76,500/- w.e.f. 01.04.2022 {Basic Pay restored without cumulative effect}

*Basic Pay is restored without cumulative effect by considering notional Basic Pay during the currency period of penalty as under:

- (i) ₹70,000/- (from 15.01.2020 to 31.03.2020 – no change)
(ii) ₹72,100/- (from 01.04.2020 to 31.03.2021 – notional 1st increment)
(iii) ₹74,270/- (from 01.04.2021 to 31.03.2022 – notional 2nd increment)



- (ii) The penalty of withholding of one increment for a period of two years is imposed on an employee on 15.01.2020 with cumulative effect.

Basic Pay when penalty is imposed	₹70,000/-
Currency period of penalty	15.01.2020 to 31.03.2022
Basic Pay during the currency period of penalty	Annual increment due on 01.04.2020 will be withheld for two years i.e., upto 31.03.2022. As such, the Basic Pay w.e.f. 15.01.2020 will be as under: (i) ₹70,000/- (from 15.01.2020 to 31.03.2020 – no change) (ii) ₹70,000/- (from 01.04.2020 to 31.03.2021 – one increment withheld for 1 st year) (iii) ₹72,100/- (from 01.04.2021 to 31.03.2022 – one increment given but the earlier one increment is withheld for 2 nd year)
Basic Pay after the currency period of penalty is over	₹74,270/- w.e.f. 01.04.2022 {Basic Pay fixed with cumulative effect}

c. Withholding of promotion

The penalty of withholding of promotion is imposed on an employee on 15.01.2020 for a period of two years i.e., promotion will be withheld against 2 cut-off dates namely 30.09.2020 & 30.09.2021.

Basic Pay when penalty is imposed	₹70,000/-
Currency period of penalty	15.01.2020 to 30.09.2021
Basic Pay during & after the currency period of penalty	No reduction in Basic Pay. All annual increments will be given from the due dates.
Eligibility for promotion	(i) Will not be considered for promotion against cut-off dates 30.09.2020 & 30.09.2021 (ii) Will be considered for promotion only from the cut-off date 30.09.2022 & onwards.

d. Recovery from pay or leave encashment of the whole or part of any pecuniary loss caused to the Company by negligence or breach of orders or trust

The penalty of recovery of ₹1,00,000/- from pay through 8 equal monthly instalments is imposed on an employee on 15.01.2020.



Basic Pay when penalty is imposed	₹70,000/-
Currency period of penalty	15.01.2020 to 31.08.2020
Basic Pay during & after the currency period of penalty	No reduction in Basic Pay. All annual increments will be given from the due dates.
Recovery from pay	₹1,00,000/- to be recovered from pay through 8 equal monthly instalments i.e., ₹12,500/- to be recovered from salary of Jan' 2020 to Aug' 2020.

Note:

If the employee is already separated, the recovery would be done from the terminal dues payable to the employees like leave encashment, gratuity (for specific cases as specified in these Rules), performance related pay, yearly amount payable to retired employees for outpatient/ domiciliary treatment under CPRMSE or through any other means as decided by the concerned Disciplinary Authority.

e. Reduction to a lower stage in the scale of pay

- (i) The penalty of reduction by one stage lower in the scale of pay without cumulative effect for a period of two years is imposed on an employee on 15.01.2020 with immediate effect. During the period of such penalty, the employee will earn increments of pay.

Basic Pay when penalty is imposed	₹76,500/-
Currency period of penalty	15.01.2020 to 14.01.2022
Basic Pay during the currency period of penalty	Reduction to a lower stage in the time scale of pay for a period of two years i.e., from 15.01.2020 to 14.01.2022. As such, the Basic Pay w.e.f. 15.01.2020 will be as under: (i) ₹74,270/- (from 15.01.2020 to 31.03.2020 – one stage reduced) (ii) ₹76,500/- (from 01.04.2020 to 31.03.2021 – annual increment given) (iii) ₹78,800/- (from 01.04.2021 to 14.01.2022 – next annual increment given)
Basic Pay after the currency period of penalty is over*	₹81,170/- w.e.f. 15.01.2022 {Basic Pay restored without cumulative effect}



**Basic Pay is restored without cumulative effect by considering notional Basic Pay during the currency period of penalty as under:*

- (i) ₹76,500/- (from 15.01.2020 to 31.03.2020 – no change)
- (ii) ₹78,800/- (from 01.04.2020 to 31.03.2021 – notional 1st increment)
- (iii) ₹81,170/- (from 01.04.2021 to 14.01.2022 – notional 2nd increment)

- (ii) The penalty of reduction by one stage lower in the scale of pay with cumulative effect for a period of four years is imposed on an employee on 15.01.2020 with immediate effect. During the period of such penalty, the employee will earn increments of pay.

Basic Pay when penalty is imposed	₹76,500/-
Currency period of penalty	15.01.2020 to 14.01.2024
Basic Pay during the currency period of penalty	Reduction to a lower stage in the time scale of pay for a period of four years i.e., from 15.01.2020 to 14.01.2024. As such, the Basic Pay w.e.f. 15.01.2020 will be as under: (i) ₹74,270/- (from 15.01.2020 to 31.03.2020 – one stage reduced) (ii) ₹76,500/- (from 01.04.2020 to 31.03.2021 – 1 st annual increment given) (iii) ₹78,800/- (from 01.04.2021 to 31.03.2022 – 2 nd annual increment given) (iv) ₹81,170/- (from 01.04.2022 to 31.03.2023 – 3 rd annual increment given) (v) ₹83,610/- (from 01.04.2023 to 14.01.2024 – 4 th annual increment given)
Basic Pay after the currency period of penalty is over	₹83,610/- w.e.f. 15.01.2024 {Basic Pay fixed with cumulative effect}

f. Reduction to a lower grade

- (i) The penalty of reduction to E3 grade for a period of two years is imposed on an E4 grade employee on 15.01.2020 with immediate effect. On completion of two years, the employee will be restored to his original E4 grade along with seniority & pay without any cumulative effect. During the period of such penalty, the employee will not earn increments of pay.

Basic Pay & Grade when penalty is imposed	₹76,500/- & E4 grade
Present & Back Deemed Date of the grade when penalty is imposed	Present Deemed Date - E4 grade → 27.12.2019 Back Deemed Date - E3 grade → 30.09.2016



Currency period of penalty	15.01.2020 to 14.01.2022
Basic Pay during the currency period of penalty	Reduction to a lower grade for a period of two years i.e., from 15.01.2020 to 14.01.2022. As such, the Basic Pay w.e.f. 15.01.2020 will be ₹74,270/- (from 15.01.2020 to 14.01.2022 – Basic fixed as if the employee continued in lower grade & annual increments withheld)
Grade & Present Deemed Date during the currency period of penalty	E3 grade & 30.09.2016
Basic Pay, Grade & Present Deemed Date after the currency period of penalty is over*	₹81,170/-, E4 grade & 27.12.2019 w.e.f. 15.01.2022 {Basic Pay, Grade & Seniority restored without cumulative effect}

*Basic Pay is restored without cumulative effect by considering notional Basic Pay during the currency period of penalty as under:

- (i) ₹76,500/- (from 15.01.2020 to 31.03.2020 – no change)
- (ii) ₹78,800/- (from 01.04.2020 to 31.03.2021 – notional 1st increment)
- (iii) ₹81,170/- (from 01.04.2021 to 14.01.2022 – notional 2nd increment)

- (ii) The penalty of reduction to E3 grade for a period of two years is imposed on an E4 grade employee on 15.01.2020 with immediate effect. On completion of two years, the employee will be restored to his original E4 grade with seniority fixed at the lower most of his grade on the date of punishment. During the period of such penalty, the employee will not earn increments of pay.

Basic Pay & Grade when penalty is imposed	₹76,500/- & E4 grade
Present & Back Deemed Date of the grade when penalty is imposed	Present Deemed Date - E4 grade → 27.12.2019 Back Deemed Date - E3 grade → 30.09.2016
Currency period of penalty	15.01.2020 to 14.01.2022
Basic Pay during the currency period of penalty	Reduction to a lower grade for a period of two years i.e., from 15.01.2020 to 14.01.2022. As such, the Basic Pay w.e.f. 15.01.2020 will be ₹74,270/- (from 15.01.2020 to 14.01.2022 – Basic fixed as if the employee continued in lower grade & annual increments withheld)
Grade & Present Deemed Date during the currency period of penalty	E3 grade & 30.09.2016
Notional Basic Pay on notional annual increment	(i) ₹76,500/- (from 15.01.2020 to 31.03.2020) (ii) ₹78,800/- (from 01.04.2020 to 31.03.2021 – annual increment given)



	(iii) ₹81,170/- (from 01.04.2021 to 14.01.2022 – next annual increment given)
Basic Pay, Grade & Present Deemed Date after the currency period of penalty is over*	₹81,170/- , E4 grade & 15.01.2020 w.e.f. 15.01.2022 {Basic Pay & Grade restored with loss in Seniority}

**Basic Pay is restored without cumulative effect by considering notional Basic Pay during the currency period of penalty as under:*

- (i) ₹76,500/- (from 15.01.2020 to 31.03.2020 – no change)
- (ii) ₹78,800/- (from 01.04.2020 to 31.03.2021 – notional 1st increment)
- (iii) ₹81,170/- (from 01.04.2021 to 14.01.2022 – notional 2nd increment)