



CRWC Leave Rules, 2012

Central Railside Warehouse Company Ltd.
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**CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.
CRWC LEAVE RULES, 2012**

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CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

CRWC LEAVE RULES, 2012

1.0 Title and commencement

- 1.1 These rules shall be called the Central Railside Warehouse Company Ltd. Leave Rules, 2012.
- 1.2 These rules shall come into force from the date of issue of circular.

2.0 Application

- 2.1 These rules shall only apply to all regular employees of the Company but shall not apply to the following persons :-

- (i) Employees belonging to other organizations who may be working on deputation / foreign service terms except CL/CH,
- (ii) Persons engaged on Casual / daily rates basis,
- (iii) Persons whose services have been outsourced through a placement agency, or,
- (iv) The professionals engaged as consultants for providing consultancy to the Company or on ad hoc or contract basis.

3.0 Definitions

In these rules unless there is anything repugnant in the statement or context, the words of expressions used shall be defined as follows :-

- 3.1 "Company" means Central Railside Warehouse Company Ltd. and it includes its Corporate office, various Zonal / Regional offices, Project offices, or Field units functioning under the administrative control of CRWC in any part of the country or abroad.
- 3.2 "Board " means the Board of Directors of the Company.
- 3.3 "Managing Director" means Managing Director of the Company.
- 3.4 "Management" means the Board of Directors and if authorized by the Board, the Managing Director or any other Executive of the Company so authorized.
- 3.5 "Competent Authority" with reference to the exercise of any powers under the rules means the Executive or authority to whom such powers are delegated by the management either in general or in particular.

- 3.6 “Employee” means a person in the regular employment of the Company and getting pay in the regular scale of pay.
- 3.7 “Authorized Medical Attendant” shall mean any registered medical practitioner possessing at least MBBS or its equivalent degree.
- 3.8 In case of the female employees, the words “he”, “him”, and “his” where appearing in these rules, may be read as “she”, “her” and “her” respectively.

4.0 General conditions

4.1 Right to leave

Leave cannot be claimed as a matter of right. When the exigencies of service so require, leave of any kind may be refused or revoked by the authority competent to grant it, but that authority cannot alter the kind of leave applied for except at the written request of the employee.

4.2 Regulation of claim to leave

An employee’s claim to leave is regulated by the rules in force at the time the leave is applied for and granted.

4.3 Effect of dismissal or removal from service

Any claim to leave to the credit of an employee, who is dismissed or removed from service ceases from the date of such dismissal or removal from service. An employee, who is dismissed or removed from service and is reinstated on appeal / review shall be entitled to count for leave his service prior to dismissal or removal, as the case may be.

4.4 Combination of different kinds of leave

Except as otherwise provided in these rules, any kind of leave under these rules may be granted in combination with or in continuation of another kind of leave, except Casual Leave. Casual leave, which is not recognized as leave, shall not be combined with any other kind of leave admissible under these rules.

4.5 Acceptance of service or employment while on leave

An employee while on leave shall not take up any service or employment elsewhere, including the setting up of a private professional practice of any nature (like accountant, consultant, or legal / medical practice), without obtaining the previous sanction of the competent authority.

4.6 Leave not to be granted in certain circumstances

- 4.6.1 No leave shall be granted to an employee beyond -----

- (a) the date of his retirement, or
 - (b) The date of his final cessation of duties, or
 - (c) The date of his resignation, removal, dismissal or compulsory retirement from service.
- 4.6.2 Leave shall not be granted to an employee under suspension, even if it is applied for on medical certificate.

4.7 Grant of leave

- 4.7.1 Normally leave shall not be granted to an employee until a report regarding its admissibility has been obtained from the authority maintaining the leave account. If leave is sanctioned without such report in any case, it shall be subject to admissibility being certified by the authority maintaining the leave account.
- 4.7.2 An application for leave shall be made on the prescribed form (Annexure-1) to the authority competent to grant leave. Normally, applications for leave for three days or more shall be made seven days before the date from which the leave is required.
- 4.7.3 An employee before proceeding on leave shall furnish in the application his address during the period of leave.
- 4.7.4 An employee who desires to extend his leave shall make an application to that effect to the sanctioning authority in sufficient time to reach the latter before the expiry of the leave already granted.
- 4.7.5 An employee who, applies for leave or extension of leave on medical grounds for a period exceeding three days, shall be required to submit a certificate from an Authorized Medical Attendant on the prescribed form (Annexure-2), and shall not resume duty unless he produces a 'Fitness Certificate' (Annexure-3) from the Authorized Medical Attendant.

4.8 Power to sanction leave

- 4.8.1 Leave of the following kinds shall be granted with the prior approval of the Managing Director, provided the same is otherwise is due and admissible under these rules:---
- (i) Leave of any kind for a period exceeding 3 months;
 - (ii) Leave of any kind and for any period for visiting abroad under Rule 4.10
 - (iii) Leave Not Due under Rule 8
 - (iv) Extraordinary Leave under Rule 9.2(ii), 9.3, 9.4 & 9.5;
 - (v) Child Adoption Leave under Rule 12.0
 - (vi) Special Casual Leave under Rule 15.0

(vii) Encashment of leave of leave on quitting service under Rule 17.2, 17.3, & 17.4

4.8.2 Leave of the kind, other than that mentioned in sub-rule 4.8.1 above, shall be sanctioned by the authority which has been delegated with the power to sanction leave to that employee under the existing delegation of powers.

4.9 Combination of holidays with leave

4.9.1 When the day, immediately preceding the day on which an employee's leave begins or immediately following the day on which his leave expires, is a holiday, the employee shall be deemed to have been permitted to prefix and suffix the holiday/holidays to leave except in cases where for administrative reasons permission for prefixing/suffixing holidays to leave is specifically withheld.

4.9.2 When an employee is certified medically unwell to attend office, holiday(s), if any, immediately preceding the day he is so certified shall be allowed automatically to be prefixed to leave and the holiday(s), if any, immediately succeeding the day he is so certified (including that day) shall be treated as part of leave.

4.9.3 In the case of leave on medical certificate, if the day on which an employee is certified medically fit for rejoining duty happens to be a holiday, he shall automatically be allowed to suffix such holidays to his medical leave and such day(s) shall not be counted as leave. The holiday(s), if any, proceeding the day he is so certified shall be treated as part of the leave.

Note :- The term "holiday" includes weekly off, closed holiday, restricted holiday or a day when office is declared to be closed.

4.10 Grant of leave to the employees for the purpose of visiting foreign countries

4.10.1 The employees shall apply for leave to be availed by them out of India on the prescribed form (**Annexure-4**) furnishing the following information :-

- (i) Period of leave with dates
- (ii) Country to be visited.
- (iii) Purpose / object of visit abroad.
- (iv) Address during stay in each country proposed to be visited.
- (v) Nature of work the employee is handling and other relevant factors.

- (vi) Approximate amount which is likely to be incurred for visiting abroad. It will include air fare to and fro, boarding, lodging and expenses for other purposes.
- (vii) How the amount as mentioned above will be managed.
- (viii) Detail of previous private visits to foreign countries, if any, undertaken during the last five years, indicating name of the countries visited, period with dates of each visit, purpose, expenses incurred on each visit, etc.

4.10.2 Such applications from the employees shall be forwarded along with the recommendations of the controlling officer to the competent authority for appropriate orders, after obtaining the following Information:--

- (i) Whether any disciplinary or vigilance case is pending or contemplated against the employee;
- (ii) Whether there are grounds to believe that the applicant could figure adversely on security records of the Government; and,
- (iii) The nature of work the applicant is handling in the Company, and other subsidiary factors like general behaviour, antecedents, etc.

The orders regarding grant of leave by the competent authority shall be communicated to the employee through a letter on the prescribed format (**Annexure-5**).

4.11 Recall to duty before expiry of leave

In case an employee is recalled to duty before the expiry of his leave, such recall to duty shall be treated as compulsory in all cases. The employee shall be entitled to be treated as on duty from the date on which he starts for the station to which he is ordered to proceed, and to draw :

- (i) Travelling allowance as admissible under the TA Rules for the journey; and
- (ii) Leave salary, until he joins his post, at the same rate at which he would have drawn it but for recall to duty.

4.12 Unauthorized absence from duty

4.12.1 If an employee absents himself abruptly, or applies for leave/extension of leave, which is refused in the exigencies of service and still he happens to absent himself from duty, he should be told that he should join duty within a specified date failing which he would render himself liable for disciplinary action, treating the period of his absence as unauthorized, thereby resulting in break in service.

- 4.12.2 If he joins duty by the stipulated date, he shall be allowed to do so, and the period of absence may be decided by the competent authority on merit. It shall be open to the competent authority either to treat the period of absence as leave due or as extraordinary leave, or as 'dies non'. The period treated as 'dies non' neither constitute break in service, nor count as duty for any purpose.
- 4.12.3 If the employee does not join duty by the stipulated date, it would be open to the disciplinary authority to initiate disciplinary action against him for unauthorized absence from duty, treating it as an act of misconduct.
- 4.12.4 If, however, he reports for duty before or after initiation of disciplinary proceedings, he may be taken back on duty without prejudice to the disciplinary action already initiated against him (unless he is placed under suspension). The disciplinary action may be concluded expeditiously.
- 4.12.5 The question of regularization of the period of absence from duty shall be considered only after conclusion of the disciplinary proceedings and that too after the employee represents in this regard.
- 4.12.6 Willful absence of an employee from duty, or unauthorized absence in pursuance of concerted action by a group of employees acting in combination without the approval of the competent authority shall be treated as unauthorized absence without leave, and shall cause an interruption or break in service, entailing forfeiture of entire past service and loss of pay for the period in question. However, a reasonable opportunity of representation and being heard in person, if so requested by him, shall be given before the orders regarding 'break in service' are passed.

Apart from treating the period of absence as break in service, disciplinary action may be initiated against him for such misconduct.

4.13 Maximum amount of continuous leave

Unless the Board, in view of the exceptional circumstances of the case otherwise determine, no employee shall be granted leave of any kind for a continuous period exceeding five years.

4.14 Carry forward of leave in the event of movement from other Public Enterprises / Autonomous Bodies / Ministries / Government offices to CRWC and vice versa

- 4.14.1 Whenever movement of an employee from other Public enterprises/ Autonomous Bodies/Ministries/ Government offices to the Company takes place with the consent of both the Managements, the concerned

employee shall be allowed to carry forward of earned leave as well as half pay leave, which might have been accumulated by him in his previous organization, provided the transferor organization liquidates its liability by making a lump sum payment to the Company in respect of the leave salary for earned leave and half pay leave standing to the credit of the employee on the date of his transfer. Action in this regard shall be initiated on receipt of a request from the employee concerned.

- 4.14.2 Similarly, in the event of an employee of the Company joining other Public Enterprises/Autonomous Bodies/Ministries/Government offices with the prior approval of the competent authority, the management shall make the lump sum payment to the other organization in respect of the leave salary for the earned leave and half pay leave standing to the credit of the employee concerned on the date of his leaving the Company, provided he requests to do so and the management of the other organization is prepared to allow the carry forward of such leave.

VARIOUS KIND OF LEAVE ADMISSIBLE

5.0 Earned Leave

- 5.1 Earned leave shall be credited to the leave account of an employee on the date of his joining the services of the Company at the rate of 2 ½ days for each completed calendar month of service which he is likely to render in a half year of the calendar year in which he is appointed.
- 5.2 Thereafter, earned leave shall be credited to his leave account in advance, in two installments of 15 days each on the first day of January and July of every calendar year in the following manner.
- 5.3 The leave at the credit of an employee at the close of previous half-year (i.e. on 30th June or 31st December) shall be carried forward to the next half-year, subject to the condition that the leave so carried forward plus the credit for the half-year do not exceed maximum limit of 300 days.
- 5.4 The credit for the half-year in which the employee is due to retire or resigns from service shall be afforded at the rate of 2 ½ days per completed calendar month up to the date of retirement or resignation.
- 5.5 When the employee is removed or dismissed or compulsorily retired from service or dies while in service, credit of earned leave for the last half-year shall be allowed at the rate of 2 ½ days per completed calendar month up to the end of the calendar month preceding the calendar month in which he is removed or dismissed or compulsorily retired from service or dies in service.

- 5.6 If an employee has availed of extraordinary leave and/or the period of unauthorized absence treated as 'dies non' or the period of suspension having been treated as 'non-duty', if any, in a half-year, the credit to be afforded to his leave account at the commencement of next half-year shall be reduced by 1/10th of such period subject to maximum of 15 days. If the employee had already availed of more leave than what was due, the excess amount of leave salary shall be recoverable from him.
- 5.6.1 Where an employee ceases to be in service in the course of a particular half-year, due to retirement, resignation, death or any other cause, the amount of earned leave which would be credited to his leave account shall also be reduced by 1/10 of the period of extra ordinary leave/absence/suspension/dies-non availed by him from the commencement of that half-year to the date he ceases to be in service.
- 5.7 While affording the credit of earned leave in the above manner, fractions of a day shall be rounded to the nearest day (i.e. fraction of 0.5 or more shall be rounded to one day, whereas the fraction of less than 0.5 shall be ignored).
- 5.8 When an employee joins a new post without availing full joining time for the reasons that either he is ordered to join the new post at a place of posting without availing of full joining time to which he is otherwise entitled, or he proceeds alone to the new place of posting and joins the post without availing full joining time and takes the family later within the permissible period of time for claiming traveling allowance for the family, the number of days of joining time as admissible under the rules of the Company reduced by the number of days actually availed of, shall be credited to his leave account as earned leave. This is subject to the condition that the earned leave at his credit together with the un-availed joining time shall not exceed 300 days.
- 5.9 Any part or whole of the earned leave can be availed of as leave and it is not necessary that it should be en cashed.
- 5.10 Maximum earned leave that may be granted to an employee at a time shall be 180 days.
- 5.11 An employee, who proceeds on earned leave, is entitled to leave salary equal to the pay and other admissible allowances drawn immediately before proceeding on earned leave.

6.0 Half pay leave

- 6.1 The half pay leave account of every employee shall be credited with half pay leave in advance, in two installments of ten days each on the first day of January and July of every calendar.
- 6.2 The leave shall be credited at the rate of $\frac{5}{3}$ days for each completed calendar month of service which he is likely to render in the half-year of the calendar year in which he is appointed.
- 6.3 The credit for the half-year in which an employee is due to retire or resigns from service shall be allowed at the rate of $\frac{5}{3}$ days per completed calendar month up to the date of retirement or resignation.
- 6.4 When an employee is removed or dismissed or compulsorily retired from service or dies while in service, credit of half pay leave for the last half-year shall be allowed at the rate of $\frac{5}{3}$ days per completed calendar month up to the end of the calendar month in which he is removed or dismissed or compulsorily retired from service or dies in service. Leave salary already paid in excess, if any, shall be recovered.
- 6.5 Where a period of absence or suspension of an employee has been treated as dies non or he has availed extraordinary leave without pay in a half-year, the credit to be afforded to his half pay account at the commencement of the next half-year, shall be reduced by one-eighteenth of the period of dies non/absence/extraordinary leave subject to a maximum of ten days.
 - 6.5.1 Where an employee ceases to be in service in the course of a particular half-year, due to retirement, resignation, death or any other cause, the amount of half pay leave which would be credited to his leave account shall also be reduced by one-eighteenth of the period of extra ordinary leave/absence/suspension/ dies-non availed by him from the commencement of that half-year to the date he ceases to be in service.
- 6.6 While affording credit of half pay leave, fraction of a day shall be rounded off to the nearest day (i.e. fraction of 0.5 or more shall be rounded tone day, whereas the fraction of less than 0.5 shall be ignored).
- 6.7 Half pay leave can be availed of with or without medical certificate and even when the earned leave is due to him.
- 6.8 An employee on half pay leave is entitled to leave salary equal to half the amount of leave salary admissible in case of earned leave.

7.0 Commuted Leave

7.1 Commuted leave not exceeding half the amount of half pay leave due may be granted on medical certificate to an employee, subject to the following conditions :-

- a. The leave sanctioning authority is satisfied that there is reasonable prospect of the employee's returning to duty on its expiry ;
- b. When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave due.

7.2 Half pay leave up to a maximum of 180 days may be allowed to be commuted during the entire service (without production of medical certificate) where such leave is utilized for an approved course of study certified to be in the public interest by the leave sanctioning authority.

7.3 Commuted leave up to a maximum of 60 days may also be sanctioned to a female employee, at her request, without production of a medical certificate, in continuation of maternity leave or child adoption leave, if otherwise admissible.

7.4 Commuted leave may be granted at the request of the employee even when earned leave is due to him.

7.5 Where an employee, who has been granted commuted leave, resigns from service, or at his request permitted to retire under Voluntary Retirement Scheme (VRS), without returning to duty, the commuted leave shall be treated as half pay leave and the difference between the leave salary in respect of commuted leave and half pay leave shall be recovered.

However, if the retirement is by reason of ill-health incapacitating him from further service or in the event of death, no such recovery shall be made.

7.6 Leave salary for the period of commuted leave will be equal to the leave salary admissible in case of earned leave.

8.0 Leave Not Due

8.1 Leave Not Due may be granted to a permanent regular employee at his request limited to a maximum 360 days in the entire service on medical certificate subject to the following conditions :-

- (a) When he has no earned leave or half pay leave at his credit;
- (b) The leave sanctioning authority is satisfied that there is reasonable prospect of the employee returning to duty on its expiry;

- (c) Leave Not Due shall be limited to the half pay leave he is likely to earn thereafter ;
- (d) Leave Not Due shall be debited to the half pay leave the employee may earn subsequently.

8.2 Leave Not Due may also be granted such regular employees (who are still awaiting confirmation), as are suffering from TB, Leprosy, Cancer or Mental Illness, for a period not exceeding 360 days during the entire service, subject to fulfillment of conditions in sub-rule 8.1 above and also subject to the following conditions, namely :-

- (a) that the employee has put in a minimum of one year's continuous service in the Company;
- (b) that the post from which the employee proceeds on leave is likely to last till his return to duty ; and
- (c) that the request for grant of such leave is supported by a medical certificate issued by the Medical Officer In charge of the hospital / institution recognized by the Government for specialized treatment of Tuberculosis, Leprosy, Cancer, Mental Illness, as the case may be, where the employee is undergoing treatment.

8.3 Where an employee, who has been granted Leave Not Due resigns from service or at his request permitted to retire under Voluntary Retirement Scheme, without returning to duty, the Leave Not Due already granted shall be cancelled, his resignation or retirement taking effect from the date on which such leave commenced, and the leave salary already paid shall be recovered.

8.4 Where an employee, who after having availed himself of Leave Not Due returns to duty but resigns or retire from service before he has earned such half pay leave, he shall be liable to refund the leave salary to the extent the leave has not been earned subsequently.

8.5 However, if the retirement is by reason of ill-health incapacitating him from further service or in the event of death, no such recovery shall be made.

8.6 Leave salary for Leave Not Due will be equal to the leave salary admissible in case of half pay leave.

9.0 Extraordinary Leave

9.1 Extraordinary leave without pay and allowance may be granted to an employee in special circumstances, (i) when no other leave is admissible or (ii) when other leave is admissible, but the employee applies in writing for grant of this leave.

- 9.2 An employee, who is still awaiting confirmation, (including a contract employee) may be granted Extraordinary leave on any one occasion up to the following maximum limit:-
- (i) 3 months on grounds other than illness.
 - (ii) 6 months (including 3 months' extraordinary leave under sub-clause (i) above) on the grounds of self illness provided his request is supported by a medical certificate of an Authorized Medical Attendant, and also that the employee has completed one year's continuous service on the date of commencement of this leave.
- 9.3 A regular employee, who has completed one year's continuous service may be granted leave up to a maximum period of 18 months for undergoing the treatment of Tuberculosis, Leprosy, Cancer or Mental Illness, provided the request for this leave is supported by a medical certificate issued by the Medical Officer In charge of the hospital / institution recognized by the Government for specialized treatment of these diseases respectively.
- 9.4 A permanent regular employee, who has completed 3 years continuous service may be granted leave up to 24 months if the same is required for the purpose of prosecuting studies certified to be in the interest of the Company.
- 9.4.1 The employee, who is granted extraordinary leave under this sub-rule, shall be required to serve the Company for at least three years after return to duty on expiry of such leave. He shall execute a Bond in the prescribed form (Annexure-6) undertaking to refund to the Company the actual amount of expenditure incurred by the Company during such leave (on account of various perquisites / facilities etc. as admissible and availed of) with interest thereon in the event of his not returning to duty on expiry of such leave or quitting the service before the stipulated period of three years after return to duty.
- 9.5 Employees belonging to the Scheduled Castes or the Scheduled Tribes may, for the purpose of attending the Pre-Examination Training Courses at the centres notified by the Government from time to time, be granted extraordinary leave in relaxation of these rules.
- 9.6 Two spells of extraordinary leave, if intervened by any other kind of leave, shall be treated as one continuous spell of extraordinary leave for this purpose.
- 9.7 The leave sanctioning authority may commute retrospectively periods of unauthorized absence without leave into extraordinary leave.

9.8 No leave salary is admissible during the extraordinary leave.

10.0 Maternity Leave

10.1 A female employee with less than two surviving children may be granted maternity leave by leave sanctioning authority for a period of 180 days from the date of its commencement. During such period, she shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.

10.2 Maternity leave not exceeding 45 days may also be granted to a female employee (irrespective of the number of surviving children) during the entire service in case of miscarriage including abortion on production of medical certificate by the Authorized Medical Attendant.

10.3 Maternity leave may be combined with leave of any other kind. Notwithstanding the requirement of production of medical certificate (for grant of commuted leave or Leave Not Due) leave of the kind due and admissible (including commuted leave for a period not exceeding 60 days and leave not due) up to a maximum period of two year may, if applied for, be granted in continuation of maternity leave.

10.4 Maternity leave shall not be debited against the leave account.

Explanation :-

1. Maternity leave as admissible may be granted a female employee irrespective of her marital status.
2. Since the term 'abortion' does not include "threatened abortion", maternity leave under sub-rule 10.2 cannot be granted in the case of "threatened abortion".

11.0 Paternity leave

11.1 A male employee with less than two surviving children, may be granted Paternity leave for a period of 15 days, during the confinement of his wife for childbirth, i.e., up to 15 days before, or up to six months from the date of delivery of the child. If Paternity leave is not availed of within the specified period, such leave shall be treated as lapsed.

11.2 During such period of 15 days, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.

11.3 The Paternity leave may be combined with leave of any other kind and it shall not be debited against the leave account.

12.0 Child Adoption Leave

- 12.1 A female employee, with less than two surviving children, on valid adoption of a child below the age of one year may be granted Child Adoption Leave for a period 180 days or up to the date on which the adopted child attains the age of one year, whichever is earlier. The leave so granted shall commence immediately after the date of valid adoption.
- 12.2 During the period of this leave, she shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.
- 12.3 In continuation of the child adoption leave so granted, a female employee on valid adoption of a child may also be granted, if applied for, leave of the kind due and admissible (including leave not due and commuted leave not exceeding 60 days without production of medical certificate) for a period up to one year reduced by the age of the adopted child on the date of valid adoption, without taking into account child adoption leave.

Provided that this facility shall not be admissible in case she is already having two surviving children at the time of adoption.

- 12.4 Child adoption leave shall not be debited against the leave account.

13.0 Study Leave

- 13.1 Study leave to a permanent regular employee with due regard to the exigencies of service to enable him to undergo a special course of study consisting of higher studies or specialized training in a professional or a technical subject having a direct and close connection with the sphere of his duty or for the studies which may not be closely or directly connected with his duty, but which are capable of widening his mind in a manner likely to improve his ability as an employee of the Company, will be considered for adoption and implementation in CRWC whenever situation shall arise in the interest of the Company in future.

14.0 Casual Leave

- 14.1 Casual leave is a concession granted to an employee enabling him to stay away from his workplace for short period on account of urgent private work or illness etc. As far as possible, it should be applied in advance, except when an employee is prevented from attending office by unforeseen circumstances. Casual leave is not a recognized form of leave. An employee on casual leave is not treated as absent from duty and his pay is not intermitted.

- 14.2 An employee shall be entitled to 12 days casual leave in a calendar year.
- 14.3 Those joining the Company during the middle of a calendar year shall be entitled to casual leave proportionately @ one day for each completed month left in that calendar year. Similarly, the employees, who leave the service of the Company during the middle of a calendar year on account of superannuation, retirement, resignation, removal / dismissal / compulsory retirement or die while in service, shall be entitled to casual leave proportionately @ one day for each completed month of service rendered in that calendar year.
- 14.4 It can be combined with Special Casual Leave but cannot be combined with any other kind of leave or joining time.
- 14.5. Casual leave can be taken while on tour, but no daily allowance shall be admissible for the period.
- 14.6 Sundays, holidays, restricted holidays and weekly offs can be prefixed or suffixed to casual leave. Sundays/Holidays/restricted holidays/ weekly offs falling during a period of casual leave are not counted as part of casual leave. This is subject to the condition that the total absence including intervening Sundays and holidays should not exceed ten days on any one occasion.
- 14.7 Leave Travel Concession can be availed of during the casual leave.
- 14.8 Casual leave can be taken for half-day also i.e. either in the forenoon session or in the afternoon session. For the purpose of grant of half-day's casual leave, the lunch interval will be taken as the dividing line.
- 14.9 Casual leave, if not availed during the calendar year will lapse with the close of year and cannot be carried forward.

15.0 Special Casual Leave

Special casual leave may be granted to the employees in the following circumstances :--

- 15.1 **Sports events.**_____ (a) Special casual leave may be granted for a period not exceeding 30 days in any one calendar year for -----
- (i) participating in sporting events of national/international importance;
 - (ii) coaching / administration / management of teams participating in sporting events of national/international importance;
 - (iii) attending training or coaching camps under National Institute of Sports, Patiala;

- (iv) attending training or coaching camps under Rajkumari Amrit Kaur Coaching Scheme or similar All India Coaching or Training Schemes;
- (v) attending coaching camps in sports organized by National Sports Federation / Sports Boards recognized by Government;
- (vi) participating in mountaineering expeditions having approval of the Indian Mountaineering Foundation;
- (vii) participating in trekking expeditions having approval of the Indian Mountaineering Foundation or are organized by Youth Hostels Association of India;

Explanation :--

1. Managers / coaches /Masseurs / Doctors as may be approved or required by the Federations to administer/coach/manage the teams participation in sports events of National/International importance may be treated as integral part of the teams for the purpose of allowing them the same facilities as are admissible to sportspersons for such participation.
 2. Persons getting seriously injured or hospitalized during Sporting events are also entitled to special casual leave within the aforesaid ceiling of 30 days.
 3. Quantum of special casual leave for period not exceeding 30 days in a calendar year allowed to the employees for the purposes indicated in items (iii) to (vii) will cover also their attending the pre-selection trial camps connected with sporting events of national / international importance.
 4. The period of absence in excess of 30 days should be treated as regular leave of the kind admissible.
- (b) Special Casual Leave may also be granted to the employees for a period not exceeding ten (10) days in any one calendar year for participating in inter-Public Undertakings tournaments and sporting events.

15.2 For cultural activities : Special Casual Leave may be granted ---

- (a) Up to 30 days in any calendar year to the employees for taking part in cultural activities like dance, drama, music, poetic symposiums etc. of an All-India, or inter-State character organized by the Central Secretariat Sports Control Board or on its behalf.
- (b) Up to 15 days in any calendar year to the employees for participating in dancing/singing competitions at Regional, National or International level (including events such as Festivals of India, abroad) organized

by Government of India or a Government sponsored body (i.e., Institutions / Organizations substantially controlled by Government and which receives substantial assistance from the Government in the form of grant-in-aid).

- (c) Not exceeding ten days in any calendar year for participating in inter-Public Undertakings cultural competitions, like dance, drama, music, poetic symposiums etc.

Note --- Special casual leave is NOT admissible for practice in connection with such cultural activities, or for participation in cultural activities organized locally.

15.3 For Family Planning : Special casual leave for family planning is granted to the employees, as indicated below ---

15.3.1 A male employee, who under goes Vasectomy operation may be granted a maximum of 5 working days special casual leave. If he undergoes the said operation for a second time due to failure of the first, special casual leave not exceeding 5 days may be granted again on production of a certificate from the Medical Authority concerned to the effect that the second operation was performed due to failure of the first operation.

15.3.2 A male employee, whose wife undergoes Tubectomy, Laproscopic or Salpingectomy operation for the first time or for the second time due to failure of the first operation may be granted special casual leave not exceeding 4 days from the date of her operation, on production of a medical certificate.

15.3.3 A Female employee who undergoes Tubectomy, Laparoscopy or Salpingectomy operation for the first time or for the second time on account of failure of the first operation may be granted special casual leave not exceeding 10 days on production of a medical certificate.

15.3.4 The female employees, who undergo Salpingectomy operation along with Medical Termination of Pregnancy (MTP) and avail the facility of maternity leave will NOT be entitled to 14 days of special casual leave.

15.3.5 A female employee whose husband undergoes Vasectomy operation may be granted one day special casual leave, to enable her to attend on her husband.

15.3.6 In case of post-sterilization operation complications.--- An employee who requires special casual leave beyond the period of leave prescribed for undergoing sterilization operation owing to the development of post-operation complications may be allowed special casual leave to cover the period for which he or she is **hospitalised** on account of post-operational

complications, subject to the production of a certificate from the concerned Hospital Authorities.

However, such employees who after sterilization operation **do not remain hospitalised** but at the same time, are not found fit to go to work, subject to the production of a medical certificate from the appropriate authority in the concerned hospital, may be sanctioned commuted leave if so requested by him/ her.

15.3.7 For undergoing recanalization operation. --- Employees, who undergo operation for recanalization may be granted special casual leave up to a period of 21 days or actual period of hospitalisation as certified by the Authorized Medical Attendant, whichever is less, The grant of special casual leave for this purpose is subject to the following conditions:--

- (i) The operation should have been performed in a Hospital / Medical College / Institute where facilities for recanalization are available. If the operation is performed in a private hospital, it should be one nominated by the State Government/Union Territory Administration for performing recanalization operations.
- (ii) The request for grant of special casual leave is supported by a medical certificate from the doctor who performed the operation to the effect that hospitalisation of the employee for the period stipulated therein was essential for the operation and post-operation recovery.

The concession indicated above is admissible to the employees who ---

- (a) are unmarried; or
- (b) have less than two children; or
- (c) Desire recanalization for substantial reasons, e.g., a person has lost all male children or all female children after Vasectomy/Tubectomy operation performed earlier.

15.4 Treatment of absence on account of Natural Calamities, Bandh, etc.:

Special Casual Leave may be granted to the employees residing at places far from their work place, who are unable to attend office due to dislocation of traffic arising out of natural calamities, bandhs etc.

15.4.1 Treatment of absence on account of Bandh, picketing, curfew, etc. :

Where the competent authority is satisfied that the absence of individual concerned was entirely due to reasons beyond his control, special casual leave may be granted to regularize the absence as under:

- (a) If the absence was due to failure of transport facilities special casual leave may be granted to those who had to come from a distance of more than 5.0 Kms. to their place of duty ;
- (b) If the absence was due to picketing or disturbances or curfew, special casual leave may be granted without insisting on the condition about the distance between residence and place of duty.

However, if the employee had applied or applies for leave for the day or the days of the Bandh for genuine reasons, e.g. medical grounds, of which the competent authority is satisfied, leave of the kind due and admissible, including casual leave, may be granted.

15.5 During Elections:

During General Elections / By-Elections to Lok Sabha / State Assembly, the employees enrolled as bona fide voters in a constituency but having offices in another constituency, may be granted a day's special casual leave on the day of Election in their home constituency to enable them to exercise their franchise

15.6 Blood Donation---- Special casual leave for one day may be granted for donating blood to recognized Blood Banks on working days.

15.7 Combination of special casual leave with regular / casual leave. --- Special casual leave may be prefixed as well as suffixed to regular leave or casual leave. However, the special casual leave is not permitted to be prefixed / suffixed both to regular and casual leave. It should be prefixed / suffixed either to regular leave or to casual leave.

16.0 Advance of Leave Salary

16.1 An employee proceeding on leave for a period not less than 30 days may be sanctioned an advance in lieu of leave salary up to a month's pay and allowances admissible on that leave salary after deductions on account of Income Tax, Provident Fund, House Rent, Repayment of Advances, etc., so that there is no financial risk involved.

16.2 The advance so paid shall be adjusted in full in the leave salary bill in respect of the leave availed of. In cases where the advance cannot be so adjusted in full, the balance will be recovered in the next payment of pay or/and leave salary.

16.3 The advances may be sanctioned by the leave sanctioning authority in respect of the employees working under them. Managing Director may sanction the advance for himself.

17.0 Encashment of Leave

A. While in service

17.1 An employee during the course of his employment may, on his request, be granted cash equivalent of leave salary of the earned leave asked for, subject to the condition that the total period of en-cashment of leave should not exceed 90 days and the balance of at least 60 days should remain at individual's credit after allowing encashment of earned leave. Encashment of leave shall be allowed to an employee only once in a calendar year.

17.1.1 Leave salary for encashment of leave in case of a regular employee shall be calculated on the basis of basic pay and dearness allowance payable on the date of application. House Rent Allowance and Compensatory (City) Allowance, or any other allowance shall not be taken into account.

17.1.2 Amount paid towards leave encashment shall not be reckoned as wages/salary for the purpose of over time, provident fund, bonus or any other purpose.

17.1.3 Employees, who are under suspension, shall not be eligible for encashment of leave under these rules.

B. At the time of quitting service

17.2 An employee, who quits service under the following circumstances, shall be granted *suo moto* cash equivalent of leave salary for full amount of Earned Leave at his credit on the date of his quitting service, subject to a maximum of 300 days and (b) cash equivalent to Half Pay Leave at his credit subject to the total of earned leave and half pay leave at credit not exceeding 300 days:-

- (i) Retirement;
- (ii) Premature retirement either as a result of review, or compulsory retirement as a measure of penalty under CRWC (Conduct, Discipline and Appeal) Rules, 2012;
- (iii) Permanent absorption in a Public Enterprise/Autonomous Body/ Ministry/ Government office etc.
- (iv) Invalidation from service on medical ground
- (v) Death.

17.2.1 Cash equivalent in respect of earned leave shall be calculated as follows:-

Pay admissible on the date quitting service plus dearness	Number of days of earned leave at the
--	--

$$\text{Cash equivalent of earned leave} = \frac{\text{allowance admissible on that pay}}{30} \times \text{credit subject to the maximum of 300 days}$$

No House Rent Allowance or Compensatory (City) Allowance or any other allowance shall be payable.

17.2.2 Cash equivalent of half pay leave shall be worked out in the same manner on the basis of half pay leave salary. However, cash equivalent payable for Half Pay Leave shall be equal to leave salary as admissible to Half Pay Leave plus Dearness Allowance admissible on the leave salary. To make up the short fall in Earned Leave, no commutation of Half Pay Leave shall be permissible.

17.3 In the event of the death of an employee while in service, the quantum of cash equivalent of leave salary as computed in the above manner shall be payable suo moto to the family of the deceased employee in the following order of preference:---

- (i) Widow, and if there are more widows than one, to the eldest surviving widow, or to the husband, if the deceased was a female employee;

Explanation. ----- The expression "eldest surviving widow " shall be construed with reference to the seniority according to the date of marriage of the surviving widows and not with reference to their ages.

- (ii) eldest surviving son; or an adopted son;
- (iii) eldest surviving unmarried daughter;
- (iv) eldest surviving widowed daughter;
- (v) father;
- (vi) mother;
- (vii) eldest surviving brother who is below the age of 18 years;
- (viii) eldest surviving unmarried sister;
- (ix) eldest surviving widowed sister;
- (x) eldest surviving married daughter;
- (xi) eldest child of the eldest predeceased son.

17.4 An employee who resigns or voluntary quits service of the Company after serving at least for five complete years, may be granted, suo moto, cash equivalent to 75% of earned leave at his credit on the date of cessation of service subject to encashment of maximum of 225 days earned leave. While doing so, the fraction of a day shall be rounded off to nearest day.

17.5 Cash equivalent of earned leave / half-pay leave is not admissible in case of an employee, who is dismissed or removed from service.

- 17.6 The leave sanctioning authority may withhold whole or part of cash equivalent of leave otherwise admissible under these rules in the case of an employee who retires from service on attaining the age of retirement while under suspension, or while disciplinary or criminal proceedings are pending against him, if in the view of such authority there is a possibility of some money becoming recoverable from him on conclusion of the proceedings against him. On conclusion of the proceedings, he will become eligible to the amount so withheld after adjustment of the Company's dues, if any.
- 17.7 The amount of cash equivalent payable under these rules shall be subject to deductions on the following account:--
- (i) Income Tax,
 - (ii) Statutorily enforceable recoveries, and,
 - (iii) In case of serving employees, any other recovery specifically ordered by the competent authority. However, in case of retirement / resignation / death etc., Company's dues shall also be recoverable from this amount.

18.0 Setting of earned leave towards notice period

An employee, who intends to resign from service, is required to give notice as prescribed in the terms and conditions of his appointment/ service contract. Management may, at its discretion, accept the request of an employee to adjust the notice period or any part thereof against the earned leave to the extent it is encashable under these rules.

19.0 Repeal and Savings

- 19.1 On the commencement of these rules, every rule in force immediately before such commencement shall, in so far as it provides for any of the matters contained in these, cease to operate.
- 19.2 Notwithstanding such cesser of operation, any thing done or any action taken or leave earned by, or granted to, or accrued to the credit of an employee, under the old rule, shall be deemed to have been done, taken earned, granted or accrued under the corresponding provisions of these rules.

- 20.0.** The instructions already available in the form of Government decision, explanation, or clarification under the Central Civil Services (Leave) Rules, 1972, (applicable to the Government servants), may be considered as guiding principle for deciding an individual case on any such point, which is not covered by these rules, arising in the Company.

21.0 Removal of doubts

In the event of any doubt regarding interpretation of these rules, or matter relating thereto, the decision of Managing Director shall be final and binding.

22.0 Amendments

Board of Directors may, at their discretion, amend, modify, alter or rescind any of these rules, at any time.

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

CRWC LEAVE RULES, 2012

Annexure-1

APPLICATION FOR LEAVE / EXTENSION OF LEAVE

1. Name of the applicant
2. Post held
3. Office / Section / Department
4. Pay
5. Nature and period of leave applied for and date from which required
6. Sundays and holidays, if any, proposed to be prefixed/suffixed to leave
7. Grounds on which leave is applied for
8. Date of return from last leave and the nature and period of that leave
9. I propose/do not propose to avail myself of leave travel concession for the block years
10. Address during leave period

Signature of applicant
(with date)

11. Remarks and/or recommendation of the Controlling Officer.

Signature (with date)
Designation

CERTIFICATE REGARDING ADMISSIBILITY OF LEAVE

Certified that (nature of leave) for days fromtoadmissible under rule of the Company.

Signature (with date)

Designation

Orders of the Authority competent to grant leave

.....

Signature with date and designation

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

CRWC LEAVE RULES, 2012

Annexure-2

**MEDICAL CERTIFICATE FOR LEAVE OR EXTENSION OF LEAVE OR
COMMUTATION OF LEAVE**

Signature of the employee.....

I,..... after careful personal examination of the case hereby certify that Shri/Smt/Kumari..... whose signature is given above, is suffering from and I consider that a period of absence from duty of with effect from is absolutely necessary for the restoration of his/her health.

Dated.....

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

CRWC LEAVE RULES, 2012

Annexure-3

MEDICAL CERTIFICATE OF FITNESS TO RETURN TO DUTY

Signature of the employee

.We, the members of Medical Board I,
..... Civil Surgeon/Staff Surgeon/Authorized Medical
Attendant/ Registered Medical Practitioner of
do hereby certify that we/I have carefully examined Shri/Smt/Kumari
..... whose signature is given
above, and find that he/she has recovered from his/her illness and is now fit to
resume duties in Govt./Corporate Service. We/I also certify that before arriving
at this decision, we/I have examined the original medical certificate(s) and
statements of the case (or certified copies thereof) on which leave was granted
or extended and have taken these into consideration in arriving at our/my
decision.

Members of the Medical Board

- (1)
- (2).....
- (3).....

Dated

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

CRWC LEAVE RULES, 2012

Annexure-4

Application for sanction of leave to be availed of outside India

To,

.....
.....
.....
(Through Proper Channel)

Sir,

Sub.:- Sanction of leave to be availed of outside India.

I am in possession of passport No.issued by
.....which I have obtained on the basis of the 'No Objection
Certificate' issued by you vide letter No.dated The passport is
valid up to

I wish to proceed tofor the purpose of I request that I may
kindly be granted permission for the same.

My application for sanction of leave from.....to..... is enclosed
herewith.

My service particulars and other details are given below:-

1. Name. :
2. Father's Name :
3. Designation :
4. Date of Birth :
5. Date of appointment in CRWC :
6. Pay Scale with Rate of pay :
6. Place of working :
7. Present residential address :

8. Permanent address. :

9. Place of residence during :
the last 2 years.

10. Duration of the visit from.....
to.....

11. Address while abroad. :

Contd... Annexure-4

(Contd. Page-2 of Annexure-4)

12. Estimated expenditure indicating the source from which expenses will be met with
13. If prior sanction of the competent authority as per CRWC (Conduct, Discipline & Appeal) Rules, 2010 for the transaction of the source of funds has been obtained, please give particulars of the same.
15. Detail of previous private visits to foreign countries, if any, undertaken during the **last five years**, indicating name of the countries visited, period with dates of each visit, purpose, expenses incurred on each visit, etc.

I declare that :-

- (i) I will not request for release of foreign exchange from Company and will make my own arrangements for the foreign exchange required for the trip.
- (ii) I will not over-stay abroad except with the prior approval of the competent authority.
- (iii) I will not seek any financial assistance from any foreign country / institution / agency for my itinerary.
- (iv) I will not pursue any study or training programme, while abroad, without prior permission of the competent authority.
- (v) I will not take up any employment in any business profession or vocation for profit / remuneration / salary during my visit abroad.
- (vi) I will not indulge in any activity, which may be prejudicial to the interests of my own country or any other foreign country and my activities during my visit/stay abroad will not affect the friendly relations between my country and any other country/countries.
- (vii) I will promptly inform the management about any change of address, which may take place during my stay abroad.
- (viii) I will not enter into any contract marriage with a person other than an Indian national without prior intimation to the Company.
- (ix) I will adhere to the relevant provisions of the CRWC (Conduct, Discipline & Appeal) Rules, in case I enter into any transaction for movable or immovable property during my stay abroad.
- (x) I will not accept the cost of passage to a foreign country and / or hospitality by way of free board and lodging there from any individual, industrial or commercial firm, organization etc. having official dealing with me or CRWC, either directly or through its agents / representatives in India.

(contd. Page-3 of Annexure-4)

- (xi) I am fully aware that I am liable for an action under CRWC (Conduct, Discipline & Appeal) Rules, in case I violate any of the provisions of the said Rules while I am abroad.

Yours faithfully,

(Signature of applicant)

Name _____

Station:-

Date:-

Encls : Leave application.

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

CRWC LEAVE RULES, 2012

Annexure-5

Performa for sanction of leave to be availed out side India

No.

Date :

To,

Sub : Sanction of leave to be availed outside India.

**Ref.: Application dated..... of Shri
received under his letter No.....
dated.....**

With reference to the application of Shri received under his letter referred to above, competent authority has accorded sanction to the grant ofdays Earned leave / Half Pay leave / Extraordinary leave from to for going to *.....

This permission is subject to the condition that he will keep in view the declaration / undertaking given by him in his letter referred to above for being observed / followed scrupulously.

Signature of the HOD (P&A)

* Names of the countries proposed to be visited should be mentioned.

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.
CRWC LEAVE RULES, 2012

Annexure-6

BOND TO BE EXECUTED BY AN EMPLOYEE WHO IS GRANTED EXTRAORDINARY LEAVE FOR STUDY

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

KNOW ALL MEN BY THESE PRESENTS THAT WE,
_____ resident of _____

in the District of _____ at present employed as
_____ Department _____ in Central Railside Warehouse
Company Ltd. (hereinafter called "the Obligor") and Shri/Shrimati/Kumari

_____ son/daughter of _____ of _____

and Shri/Shrimati/Kumari _____ son/daughter of _____

_____ (hereinafter called "the Sureties, do hereby jointly and severally bind ourselves and our respective heirs, successors, executors and administrators, to pay to the CRWC, New Delhi (hereinafter called the 'Company' which expression shall include its successors and assigns) on demand the sum of Rs. _____ (Rupees _____ only) together with interest thereon from the date of demand at market rates for the time being in force AND TOGETHER with all costs between the attorney and client and all charges and expenses that shall or may have been incurred by the Company.

WHEREAS the Company has at the request of the above bounden Shri/Shrimati / Kumari) _____ employed as a _____, granted him/her regular leave, followed by extraordinary leave without pay and allowances, for a period of _____ months _____ days with effect from _____ in order to enable him/her to study at _____

AND WHEREAS the Company has appointed/will have to appoint a substitute to perform the duties of _____ during the period of absence of Shri/ Shrimati/ Kumari _____ on extraordinary leave.

AND WHEREAS for the better protection of the Company, the Obligor has agreed to execute this bond with two Sureties with such condition as hereunder written.

(Page 2 of Annexure-6)

AND WHEREAS the said Sureties have agreed to execute this Bond as sureties on behalf of the bounden _____.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT, in the event of the above bounden, Shri/Shrimati/Kumari _____ failing to rejoin on the expiry of the period of extraordinary leave, the post originally held by him/her and serve the Company after rejoining for such period not exceeding a period of _____ years as the Company may require or refusing to serve the Company in any other capacity as may be required by the management on a salary to which he/she would be entitled under the rules, the said Shri/Shrimati/Kumari _____ or his/her executors and administrators shall forthwith pay to the Company on demand the said sum of Rs. _____ together with interest thereon from the date of demand at market rates for the time being in force.

AND upon the Obligor Shri/Shrimati/Kumari _____ and or Shri/ Shrimati / Kumari _____ and, or Shri/ Shrimati / Kumari _____ the Sureties aforesaid making such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in 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 them (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/Shrimati/Kumari _____ and Shri/Shrimati/Kumari _____ 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 liabilities hereunder shall where necessary be accordingly determined by the appropriate Courts in India.

(Page 3 of Annexure-6)

Signed and dated this _____ day of _____ two thousand and

Signed and delivered by the Obligor
above named Shri/Shrimati/Kumari

in the presence of _____

Witnesses: 1. _____
2. _____

Signed and delivered by the Surety
above named Shri/Shrimati/Kumari

in the presence of _____

Witness: 1. _____
2. _____

Signed and delivered by the Surety
above named Shri/Shrimati/Kumari

in the presence of _____

Witness: 1. _____
2. _____

ACCEPTED

(Authorized Signatory)
For and on behalf of the Central Railside
Warehouse Company Ltd.

**CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.
CRWC LEAVE RULES, 2012**

Annexure-7

BOND TO BE EXECUTED BY AN EMPLOYEE, WHEN PROCEEDING ON STUDY
LEAVE (TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

KNOW ALL MEN BY THESE PRESENTS THAT WE _____
residents of _____ in the District of
_____ at present employed as _____ in the
Department _____ in Central Railside Warehouse Company Ltd. hereinafter
called "the Obligor") and Shri/Shrimati/Kumari _____
son/ daughter of _____ and
Shri/Shrimati/Kumari _____
_____ son/daughter of _____ (hereinafter called
"the Sureties") do hereby jointly and severally bind ourselves and our respective heirs,
successors, executors and administrators to pay to the Central Railside Warehouse
Company Ltd., a Company having its at New Delhi (hereinafter called "the Company"
which expression shall include its successors and assigns) on demand the sum of
Rs. _____ (Rupees _____
_____ only) together with interest thereon from the date of demand
at market rates for the time being in force AND TOGETHER with all costs between
attorney and client and all charges and expenses that shall or may have been incurred
by the Company.

WHEREAS the Obligor is granted study leave by the Company.

AND WHEREAS for the better protection of the Company, the Obligor has
agreed to execute this Bond with such condition as hereunder is written:

AND WHEREAS the said Sureties have agreed to execute this Bond as Sureties
on behalf of the above bounden _____

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATIONS IS THAT in
the event of the Obligor Shri/Shrimati/Kumari _____ failing to
resume duty, or resigning from service or otherwise quitting service without returning to
duty after the expiry or termination of the period of study leave or failing to complete the
course of study or at any time within a period of three years after his return to duty, the

(Page 2 of Annexure-7)

Obligor and the Sureties shall forthwith pay to the Company or as may be directed by the Company, on demand the said sum of Rs. _____ (Rupees _____ only) together with interest thereon from the date of demand at market rates for the time being in force.

AND upon the Obligor Shri/Shrimati/Kumari _____ and or Shri/Shrimati/Kumari _____ and, or Shri/Shrimati/Kumari _____ the Sureties aforesaid making such payment the above-written obligation shall be void and of 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 them (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/Shrimati/Kumari _____ and Shri/Shrimati/Kumari _____ or any of them from 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 liabilities hereunder shall where necessary be accordingly determined by the appropriate Courts in India.

Signed and dated this _____ day of _____ two thousand and _____

Signed and delivered by the Obligor
Above named Shri/Shrimati/Kumari

in the presence of _____

Witnesses: 1. _____
2. _____

(Page 3 of Annexure-7)

Signed and delivered by the Surety
above named Shri/Shrimati/Kumari

in the presence of _____

Witness: 1. _____
2. _____

Signed and delivered by the Surety
above named Shri/Shrimati/Kumari

in the presence of _____

Witness: 1. _____
2. _____

ACCEPTED

(Authorized Signatory)

**For and on behalf of the Central Railside
Warehouse Company Ltd.**