

## H.P. STATE LEGAL SERVICES AUTHORITY



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No.112-LSA/Estt./Part-X/2018/4369-4374

18.09.2018

### OFFICE ORDER

In exercise of powers vested under Rule 4 (c) of H.P. State Legal Services Authority Rules, 1995 read with Resolution No.4 of the minutes of the meeting of Himachal Pradesh State Legal Services Authority held on 17.4.1998, **Ms. Neelam Kumari** D/o Shri Khushal Chand, Village Mehar, P.O. Tandu, Tehsil Sadar, District Mandi, H.P.-175001 (Roll No. 10059, Scheduled Caste Category) is hereby appointed as Clerk purely on contract basis on fixed monthly contractual emoluments of ₹5910+1900=7810/- P.M.

The appointee is directed to report for duty in the office of Chairman (District Judge), District Legal Services Authority, **Hamirpur** within the prescribed time subject to the acceptance and fulfillment of the following specific terms and conditions:-

### Terms and conditions

1. The appointment is being given purely on contract basis, the Appointee will have to execute a bond on the judicial paper with the concerned Chairman (District Judge), District Legal Services Authority, on behalf of the Member Secretary, H.P. State Legal Services Authority where he/she is posted that he/she has carefully gone through the conditions of the contract appointment and the conditions imposed are acceptable to him/her. The joining report will be accepted only after the execution of the requisite bond between the Head of Institution and the appointee as per **Annexure 'A'**.
2. It will be the responsibility of the concerned Chairman, District Legal Services Authority to inform this Authority joining of the concerned official.
3. That he/she shall have to qualify the typewriting test in English within 6 months of his appointment with no extension and in case he/she fails to qualify the said test, he/she shall be discharged from services.
4. That the educational and professional qualifications possessed by the candidate will be the same as prescribed by the Department for the post

of Clerk. The concerned Chairman, DLSA will also ensure that the educational and professional qualification possessed by the candidate is from a recognized University and in case of non fulfillment of requisite qualification the matter will be brought to the notice of this Authority where upon the services shall be terminated without assigning any further reasons. Relevant documents of Clerk being appointed under reserve categories may also be verified and if the verification reveals that the claim to belong to reserve categories, as the case may be is false, similar procedure shall be followed as in case General category candidate. All necessary verification to this effect is to be made by the concerned Chairman, DLSA at the time of his/her joining. Duly attested copies of certificates be kept in the Office for record.

5. He/she is required to produce all original certificates in support of his/her qualifications and age.
6. The appointee is liable to serve in any part of the State as per the administrative requirements of the Department.
7. The contractual appointee will be paid fixed contractual amount @ **₹5910+1900=7810/- P.M** (which shall be equal to minimum of the pay band + grade pay). The contract appointee will be entitled for increase in contractual amount @ **₹ 234 /-** (3% of minimum of the pay band + grade pay of the post) for further extended years and no other allied benefits such as senior/selection scales etc. will be given.
8. The contract will be renewed on year to year basis by the concerned Chairman (District Judge), District Legal Services Authority, on behalf of the Member Secretary, H.P. State Legal Services Authority subject to good performance and good conduct.
9. The service of the contract appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory.
10. The contract appointee will be entitled for one day's casual leave after putting one month's service, 10 days' medical leave and 5 days' special leave, in a calendar year. A female contract appointee with less than two surviving children may be granted maternity leave for 135 days'. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days' (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. A contract employee shall not be entitled for medical reimbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Un-availed casual leave, medical leave and special leave can be

accumulated upto the calendar year and will not be carried forward for the next calendar year.

11. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty:

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

12. An official appointed on contract basis who has completed three years of service as such at one place of posting will be eligible for transfer on need based wherever required on Administrative grounds.
13. Selected candidate will have to submit a certificate of his/her fitness from a Government Medical Officer. Women candidate pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. Such women candidate will be allowed to join upon fitness certificate from a Government Medical Officer.
14. Contract appointee will be entitled to TA/DA, if required to go on tour in connection with his/her official duties at the same rate as applicable to regular officials at the minimum of pay scale.
15. Provision of service rules like FR, SR, Leave Rules, GPF Rules & Pension Rules etc. as applicable to the regular employee will not be applicable to contract appointees.
16. The appointment to the service shall be subject to order regarding reservation in the service for Scheduled Castes/Scheduled Tribes/Other Backward Classes/other categories of persons issued by the Himachal Pradesh Government from time to time.
17. He/she will have to give a declaration to the effect that he/she has only living spouse, if married.
18. He/she will have to take an oath of allegiance/faithfulness to the constitution of India or making solemn affirmation.
19. The appointee has to produce character certificate from a Magistrate or Gazetted Officer Class-I to whom the candidate may be known for the last three years.

20. No TA/DA shall be admissible for joining the post.

If the aforesaid offer of appointment on the terms and conditions stipulated above, is acceptable to him/her, he/she may report for duty on or before **3<sup>rd</sup> October, 2018** to their respective place along with documents required and will execute the requisite bond of contract and medical fitness certificate, failing which the offer of the appointment shall automatically stand cancelled and the candidate will have no right to claim it.

These orders are available on the website of this Authority i.e. [www.hpslsa.nic.in](http://www.hpslsa.nic.in).

  
(**Prem Pal Ranta**)  
Member Secretary  
H.P. State Legal Services Authority,  
Shimla-171009

Endst.No. As above.

Dated

Shimla-9

**18.09.2018**

Copy forwarded for information and further necessary action to:-

1. The Chairman (District Judge), District Legal Services Authority, **Hamirpur**, Himachal Pradesh with the request that **the character and antecedents** of the candidates appointed in the DLSA under his control may be **got verified within three months** of the date of their joining and reports be sent to this office within **10 days** after completion of the scheduled date/time of three months. The intimation of the joining of the candidates may also be sent.

It is requested that before accepting the joining report of the candidate, a bond on Judicial Paper (in triplicate) is required to be executed between the Head of the institution through Chairman, DLSA and the contract appointee as per specimen copy enclosed. Original copy of the bond will be retained in the office of the DLSA, other copy is to be handed over to the appointee and third copy will be forwarded to this Office alongwith copy of joining report and certificates. The joining of appointee will be treated from the date of signing of the bond.

2. The Secretary, District Legal Services Authority, Hamirpur, H.P.
3. The Assistant Controller (HPF&AS), H.P. State Legal Services Authority, Shimla.
4. The Senior Assistant (Establishment), H.P. State Legal Services Authority, Shimla-9.
5. Ms. Neelam Kumari D/o Shri Khushal Chand, Village Mehar, P.O. Tandu, Tehsil Sadar, District Mandi, H.P.-175001 through Registered/Speed Post.
6. Personal/Guard file.

  
**Member Secretary,**  
H.P. State Legal Services Authority,  
Shimla-9

**Annexure-'A'**

**Form of contract/agreement to be executed between the Clerk and the Government of Himachal Pradesh through Chairman, District Legal Services Authority on behalf of Member Secretary, H.P. State Legal Services Authority, Shimla.**

This agreement is made on this \_\_\_\_\_ in the year **2018**  
Between \_\_\_\_\_ S/o Shri \_\_\_\_\_ aged  
\_\_\_\_\_ years resident of \_\_\_\_\_,  
\_\_\_\_\_ H.P.

(hereinafter called "**First Party**"). AND the Governor of Himachal Pradesh through Chairman, District Legal Services Authority on behalf of the Member Secretary, H.P. State Legal Services Authority, Shimla, Himachal Pradesh (here-in-after the **SECOND PARTY**).

Whereas, the **SECOND PARTY** has engaged the aforesaid **FIRST PARTY** and the **FIRST PARTY** has agreed to serve as a **Clerk** on contract basis on the following terms & conditions:-

1. That the **FIRST PARTY** shall remain in the service of the **SECOND PARTY** as a **Clerk** for a period of **1 year** commencing on day of \_\_\_\_\_ and ending on the day of \_\_\_\_\_. It is specifically mentioned and agreed upon by both the parties that the contract of the **FIRST PARTY** with **SECOND PARTY** shall ipso-facto stand terminated on the last working day i.e. on \_\_\_\_\_ and information notice shall not be necessary.

Provided that for-further extension/renewal of contract period, the District Legal Services Authority shall issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed/extended.

2. The contractual amount of the **FIRST PARTY** will be **₹5910+1900=7810/-** per month.
3. The service of **FIRST PARTY** will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good or if a regular incumbent is appointed/ posted against the vacancy for which the first party was engaged on contract.
4. The contract appointee will be entitled for one day's casual leave after

putting one month's service, 10 days' medical leave and 5 days' special leave, in a calendar year. A female contract appointee with less than two surviving children may be granted maternity leave for 135 days'. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days' (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. A contract employee shall not be entitled for medical re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year.

5. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for unauthorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty:

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

6. An official appointed on contract basis who has completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
7. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnant beyond 12 weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/Practitioner.
8. Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counter-part official at the minimum of pay scale.
9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointee(s).

IN WITNESS the FIRST PARTY AND SECOND PARTY have herein to set their hands the day, month and year first, above written.

IN THE PRESENCE OF WITNESS:

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)

(Signature of the FIRST PARTY)

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)

IN THE PRESENCE OF WITNESS:

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)

(Signature of the SECOND PARTY)  
Chairman

District Legal Services Authority, \_\_\_\_\_  
on behalf of

Member Secretary  
H.P. State Legal Services Authority,  
Block No.22, S.D.A. Complex,  
Kasumpti, Shimla-9

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)