

**MEMORANDUM OF ASSOCIATION**

In exercise of the overall powers vested in it under its Memorandum of Association and Rules & Regulations, the Board of Governors of the Pondicherry Institute of Hotel Management & Catering Technology Society hereinafter referred to as the 'Society'.

The name of the Society should be the Pondicherry Institute of Hotel Management & Catering Technology Society.

The registered office of the Society shall be situated at Pondicherry Institute of Hotel Management & Catering Technology, Sudalai Street, Near Mahalakshmi Nagar, Murungapakkam, Puducherry-605 004.

In this Memorandum 'Central Government' means the Ministry/Department in the Central Government dealing with the subject and 'State Government' means the Government of Pondicherry:

1. The name of the Society shall be the Pondicherry Institute of Hotel Management & Catering Technology Society.
2. The registered office of the society shall be situated at Sudalai Street, Near Mahalakshmi Nagar, Murungapakkam, Puducherry-605 004.
3. The objects for which the Society is established are :
  - i) To establish and to carry on the administration and management of the Pondicherry Institute of Hotel Management & Catering Technology hereinafter called the 'Institute' whose function shall be:-
    - a) i. to provide instructions and training in all the crafts and skills, all the branches of knowledge both theoretical and applied, and all the organizational and management techniques, which are required for the efficient functioning of hotel and catering establishments of all kinds, as well as institutional feeding programmes in schools, industrial establishment and similar organizations.
    - ii. a) to impart instruction and training in modern and scientific techniques of management of modern hotels and hostels;
    - b) to undertakes and to associate itself with nutritional extension and development work;
    - c) to propagate economy in the handling and utilization of food stuffs;

- d) to assist in and associate itself with the efforts of the Central and State Governments to popularize wholesome non-cereal foods, particularly protective foods, with a view to the diversification of the ordinary Indian diet and the enrichment of its nutritional content;
  - e) to assist in and associate itself with the attempt of food research institutions, food scientists and food technologists to find effective and acceptable means of presenting their nutritional ideas through the development of suitable recipes and the planning of menus;
  - f) In accordance with the general policy laid down by the Central government, to prescribe course of instructions, hold examinations and grant certificates, diplomas and other awards to persons.
  - g) to fix and demand such fees and other charges may be laid down in the bye-laws;
  - h) to establish, maintain and manage halls and hotels for the residence of students and members of the staff;
  - i) to supervise and control the residence, to regulate the discipline of students of the Institute and to make arrangements for promoting their health, general welfare and cultural and cooperative life;
  - j) to institute teaching, administrative technical, ministerial and such other posts as may be necessary and to make appointments thereto in accordance with rules, bye-laws and any instructions / orders and guidelines, issued by the Central Government, from time to time.
  - k) To institute and award fellowships, scholarships, exhibitions, loans, monetary assistance, prizes and medals in accordance with the rules and bye-laws; and
  - l) Within the broad frame work of the policy laid down by the Central government to seek affiliation with universities or other appropriate academic or
- iii. to make rules and bye-laws for the conduct of the affairs of the Institute and Society and to add to amend, very rescind them from time to time.
  - iv. to give pensions, gratuities or charitable aid to the teachers, staff and other employees or ex-employees of the Society or to their wives, children or other dependents, subject to

orders/instructions issued by the Central Government in this regard from time to time.

- v. to make payments towards insurance and form and contribute to provident and benefit funds for the benefit of any person employed by the Society or of the wives, children or other relatives or dependents of such persons;
- vi. to acquire, hold and dispose of property in any manner whatsoever provided that the prior approval of the Central Government is obtained in the case of acquisition or disposal of immovable property;
- vii. to deal with any property belonging to or vested in the Society in such manner as the Society may deem fit for advancing the functions of the Institute;
- viii. to borrow and raise moneys with or without security or on the security of any Mortgage, Charge or Hypothecation or Pledge over all or any of the immovable properties belonging to the Society or in any other manner whatever subject to the approval of the Central Government;
- ix. to build, construct and maintain houses, hostels, schools or other buildings and alter, extend, improve, repair, enlarge or modify the same including any existing building and to provide and equip the same with light, water drainage, furniture, fittings, instruments, apparatus and appliances and other things for the use to which such buildings is to be put up or held.
- x. to construct or otherwise acquire, layout, repair, extend, alter, enlarge, improve and use any land, recreation or playgrounds, parks and any other immovable property belonging to or held by the Society.
- xi. to start, conduct, print, publish and exhibit any magazines, periodicals, newspapers, books, pamphlets or posters that may be considered desirable for the promotion of the objects of the Society.
- xii. to maintain a fund to which shall be credited
  - a) all moneys provided by the Central Government
  - b) all fees and other charges received by the Society

- c) all moneys received by the Society by way of grants, gifts, donations, benefactions, bequests or transfers ; and ;
  - d) all moneys received by the Society in any other manner or from any other sources.
- xiii. to deposit all moneys credited to the Fund in such bank or to invest them in such manner as the Society may with the approval of the Central Government decides;
  - xiv. to draw, make, accept, endorse and discount cheques, notes or other negotiable instruments and for these purposes to sign, execute and deliver such assurances and deeds as may be necessary;
  - xv. to pay out of the funds belonging to the Society or out of any particular parts of such funds the expenses incurred by the Society from time to time including all expenses incidental to the formation of the Society and management and administration of any of the foregoing subjects including all rent, rates, taxes, outgoings and the salaries of the employees;
  - xvi. to maintain proper accounts and other relevant records and prepare an annual statement of accounts including the balance sheet in such form as may be prescribed by the Central Government.
  - xvii. to have the accounts of the Society audited in such manner as the Central Government may direct and to forward annually to the Central Government the accounts duly certified by the auditors together with the audit report thereon;
  - xviii. to constitute such committees or sub-committees as it may deem fit.
  - xix. to delegate all or any of its powers to the Board to Governors of the Institute or to the Executive Committee to any of the committees or sub-committees.
  - xx. to do all such lawful acts, deeds or things as may be necessary, incidental or conducive to the attainment of all or any of the objects of the Society.

4. No immovable property of the Society shall be disposed of in any manner whatsoever without the prior approval of the Central Government.
5. The Central Government may issue such instructions to the Society or to the Institute as it may consider necessary from time to time for the furtherance of the objects of the society and for ensuring proper functioning and control of the Institute and the Society shall comply with such instructions.
6. The Central Government may appoint one or more persons to review the work and progress of the Society or Institute and to hold enquiries into the affairs thereof and to report thereon in such manner as the Central Government may stipulate. Upon receipt of such report the Central Government may take action and issue such directions as it may consider necessary in respect of any of the matters dealt with in the report and the Society or Institute as the case may be bound to comply with such directions.
7. The income and property of the Society, however derived shall be applied towards the promotion of the objects as set forth in this Memorandum of Association subject nevertheless in respect of the grants made by the Central Government to such limitations as the Central Government may, from time to time, impose. No part of the income and property of the Society shall be paid or transferred directly or indirectly by way of dividends, bonus or otherwise howsoever by way of profit to the person who at any time are or have been members of the Society or to any of them or to any person claiming through them or any of them provided that nothing herein contained shall prevent the payment in good faith of remuneration of any member thereof or any person in return for any service rendered to the Society or for travelling allowances, halting, or other similar charges;
8. The designation and addresses of the first member of the Governing Body of the Society (referred to in the rules and bye-laws as the Board of Governors) to which by rules and bye-laws of the Society, the management of its affairs is entrusted are;

We, the several persons whose designation and addresses are given below, having associated ourselves for the purpose described in this

Memorandum of Association, do hereby subscribe our names to this Memorandum of Association, and set our several and respective hands hereinto and form ourselves into a Society under (as approved in the 23<sup>rd</sup> Board meeting held in January 2018)

**ANNEXURE-II**

<b>Sl. No.</b>	<b>Name &amp; address of present Board Members since January 2018</b>	
1	The Chief Secretary to Government Chief Secretariat, Puducherry-605001.	Chairman
2	The Secretary to Government (Tourism), Chief Secretariat, Puducherry-605001.	Member
3	The Director, Ministry of Tourism, HMC Division, Govt. of India, No.1, Sansad Marg, New Delhi-110001.	Member
4	The Director (Studies), National Council for Hotel Management & Catering Technology, A-34, Sector-62, Noida-201301.	Member
5	The Chief Financial Controller, Ministry of Civil Aviation & Tourism, Rajiv Gandhi Bhawan, B-Block, Safdurjung Airport, New Delhi-110003.	Member
6	The Regional Director (South), Ministry of Tourism, Govt. of India Tourist Office, No.154, Anna Salai, Chennai-600002.	Member
7	The General Manager, Hotel Pondicherry Ashok (ITDC), Chinna Kalapet, Puducherry-605014.	Member
8	The Director, Department of Tourism, Puducherry-605001.	Member
9	The Managing Director, Puducherry Tourism Development Corporation Ltd., Puducherry	Member
10	The Principal, Institute of Hotel Management & Catering Technology, 4 <sup>th</sup> Cross Street C.I.T. Campus, TTTI – Taramani PO., Chennai-600113.	Member
11	The Director, Directorate of Higher and Technical Education, Pipmate Complex, Lawspet Road, Puducherry-8.	Member
12	The Principal, Pondicherry Institute of Hotel Management & Catering Technology, Puducherry	Member Secretary

**(List of previous Board Members from 1993-2017)**

<b>Sl.No.</b>	<b>Addresses &amp; Occupations of Members</b>	<b>Remarks</b>
1	The Chief Secretary to Govt., Chief Secretariat, Puducherry-605001.	Chairman
2	The Secretary to Govt.(Tourism), Chief Secretariat, Puducherry-605001.	Member
3	The Director, Ministry of Tourism, HMC Division, Govt. of India, No.1, Sansad Marg, New Delhi-110001.	Member
4	The Director (Studies), National Council for Hotel Management & Catering Technology, A-34, Sector-62, Noida-201301.	Member
5	The Financial Controller, Ministry of Civil Aviation & Tourism, Rajiv Gandhi Bhawan, B-Block, Safdurjung Airport, New Delhi-110003.	Member
6	The Regional Director (South), Ministry of Tourism, Govt. of India Tourist Office, No.154, Anna Salai, Chennai-600002.	Member
7	The General Manager, Hotel Pondicherry Ashok (ITDC), Chinna Kalapet, Puducherry-605014.	Member
8	The Director, Department of Tourism, Puducherry-605001.	Member
9	The Managing Director, Puducherry Tourism Development Corporation Ltd., Puducherry	Member
10	The Principal, Institute of Hotel Management & Catering Technology, G.V. Raja Road, Kovalam, Thiruvananthapuram-695527.	Member (Technical Expert)
11	The Director, Directorate of Technical Education, Govt. of Tamilnadu, Chennai-600025.	Member
12	The Principal, Pondicherry Institute of Hotel Management & Catering Technology, Puducherry	Member Secretary

**RULES AND REGULATIONS OF THE PONDICHERRY INSTITUTE OF  
HOTEL MANAGEMENT & CATERING TECHNOLOGY SOCIETY.**

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<b><u>SHORT TITLE:</u></b>	1.	These Rules and Regulations may be called 'Rules and Regulations' of the Pondicherry Institute of Hotel Management & Catering Technology (Pondicherry) Society.
<b><u>DEFINITION:</u></b>	2.	<p>In these Rules:-</p> <ul style="list-style-type: none"> <li>a. 'Society' means the Pondicherry Institute of Hotel Management and Catering Technology (Pondicherry) Society.</li> <li>b. 'Institute' means the Pondicherry Institute of Hotel Management &amp; Catering Technology.</li> <li>c. 'Central Government' means Ministry of Department in the Central Government dealing with the subject.</li> <li>d. 'Chairman' means except where the contest otherwise requires, the Chairman of the Society.</li> <li>e. 'Principal' means the Principal of the Pondicherry Institute of Hotel Management and Catering Technology. In these Rules and Regulations, the 'Principal' shall also mean Secretary of the Society wherever the context so requires.</li> <li>f. 'State Government' means Ministry or Department in the State Government dealing with the subject.</li> </ul>
<b><u>REGISTERED OFFICE:</u></b>	3.	The office of the Society shall be situated at Pondicherry Institute of Hotel Management & Catering Technology, Puducherry or whereto it may be removed with prior approval of the Government to a resolution passed in that behalf by the Board of Governors of the Society.
<b><u>MEMBERSHIP:</u></b>	4.i.	<p>The Society shall consist of the following members:</p> <ul style="list-style-type: none"> <li>a. Chairman nominated by the Central Government.</li> <li>b. Two representatives of the State. One being the Registrar of Pondicherry University, Ex-officio or it there be no such person the officer who is for the time being in-charge of the Registrar's function, whether in addition to other function or otherwise.</li> <li>c. Four representatives of the Central Government. One of them being Financial Adviser to the Department of the Government</li> </ul>



		<p>of India dealing with the subject or his nominee.</p> <p>d. An expert on catering technology to be nominated by the Central Government.</p> <p>e. Two persons from the hotel Industry to be nominated by the Central Government.</p> <p>f. Principal/Member Secretary.</p>
	ii.	The Central Government may at any time appoint any other person to be a member of the Society.
	5.	The Society shall keep a roll of members and every member of the Society shall sign the roll and state therein his name, designation, occupation and address. No person shall be deemed to be a member or be entitled to exercise any of the rights and privileges of a member unless he has signed the roll as aforesaid.
	6.	If a member of the Society shall change his address, he shall notify his new address to the Principal; but if he fails to notify his address, the address in the roll of members shall be deemed to be his address.
	7.	Should any member of the Society (Other than the Chairman, the Expert on Catering Technology nominated by the Central Government and the Principal, Pondicherry Institute of Hotel Management & Catering Technology) be unable to attend a meeting of the Society, he may appoint an authorized representative as proxy to take his place at that meeting the Society and such representative shall have all the rights and privileges of a member of the Society including the right to vote for that meeting.
<b><u>TENURE OF MEMBERS:</u></b>	8. i.	When a person becomes a member of the Society by reason of the office he holds, his membership shall terminate when he ceases to hold that office.
	ii.	A member of the Society nominated by the Central Government or by the State Government shall continue to be a member during the pleasure of the Central Government or the State Government as the case may be.
	iii.	The tenure of every person nominated by the Central Government under Rule 4(i) © & (e) and Rule (ii) shall ordinarily be 3 years unless terminated earlier under Rule 8 (ii).
<b><u>CESSATION OF MEMBERS</u></b>	9.	A member of the Society shall cease to be a member of the Society, if he dies, resigns, becomes of unsound mind, be adjudged or adjudicated as insolvent or he convicted of a criminal offence involving moral turpitude or if he is removed from the membership of the Society or if he (other than the Principal) accepts a full-time appointment in the Institute, or if he does not attend three consecutive meetings of the Society without leave of the Chairman.

<b><u>RESIGNATIONS:</u></b>	10.i.	The Chairman may resign his office by a letter addressed to the Central Government and his resignation shall take effect from the date it is accepted by the Central Government.
	ii.	A member may resign office by a letter addressed to the Chairman under intimation to the authority by whom he was nominated and such resignation shall take effect from the date it is accepted by the Chairman.
<b><u>VACANCIES:</u></b>	11.	The Society shall function, notwithstanding any vacancy therein and notwithstanding any defect in the appointment or nomination of any of its members and no act or proceeding of the Society shall be invalid merely by reason of the existence of any vacancy therein or if any defect in the appointment or nomination of any of its members. Any vacancies arising shall be filled by the Central Government within a period of three months. If the same is not filled within three months, the Board shall have the option to nominate a person in such a vacancy for the remainder of the tenure.
<b><u>MEETINGS OF THE SOCIETY</u></b>	12.i.	The Society shall meet whenever the Chairman thinks fit, provided that the Chairman shall call a meeting of the Society upon a written requisition of not less than four members specifying the subject of the meeting proposed to be called. Provided further that the annual general meeting of the Society shall be held at least once in every year as required under the Societies Registration.
	ii.	For every meeting of the Society fifteen days notice shall be given provided that the Chairman may, for reasons to be recorded call a special meeting on such notice as he may deem fit.
	iii.	Five members of the Society including any representative authorized under Rule 6 shall constitute a quorum at any meeting. Out of the minimum five which constitutes a quorum, one must be a representative of the Central Government and another the Principal/Secretary of the Institute/Society.
	iv.	In case of difference of opinion amongst the members, the opinion of the majority shall prevail provided that in the event of disagreement by the Central Government representative representing Ministry of Finance on any financial matter, the same would be referred to the Ministry of Tourism and the Finance Minister for a decision.
	v.	Each member of the Society, including the Chairman shall have one vote and if there shall be an equality of votes on any question to be determined by the Society, the Chairman or member presiding shall have

		an additional or casting vote.
	vi.	Every meeting of the Society shall be presided over by the Chairman and in his absence, by a member chosen by the members present to preside on the occasion.
	vii.	All the meetings of the Board of Governors shall be deemed to be meeting of the Society.
	viii.	Any business which it may be necessary for the Society to perform except such as may be placed before its meetings, may be carried out by circulation among all its members in India and any resolution so circulated and approved by a majority of the members signing shall be as effectual and binding as if such resolution had been passed at a meeting of the Society: provided that atleast five members of the Society have recorded their views on the resolution.
<b>BOARD OF GOVERNORS COMPOSITION POWERS MEETING ETC.</b>	13.	The general superintendence, direction and control of the affairs of the Society and its income and property shall be vested in the Board of Governors hereinafter called the Board.
	14.	The members of the Board shall be the same as the members of the Society.
	15.	Should any member of the Board (Other than the Chairman, the Expert on Catering Technology nominated by the Central Government and the Principal of the Pondicherry Institute of Hotel Management & Catering Technology be unable to attend a meeting of the Board, he may appoint an authorized representative as a proxy to take his place at the meeting of the Board and such representative shall have all the rights and privileges of a member of the Board including the right to vote for that meeting only.
	16.	The Board shall function, notwithstanding any vacancy therein and notwithstanding any defect in the appointment or nomination of any of its members.
	17.i.	<p>Within the broad framework of policy laid down by the Central Government or instructions/orders issued by them from time to time the Board may amend their byelaws to provide for all or any of the following matters:-</p> <ul style="list-style-type: none"> <li>a. the formation of Department of teaching;</li> <li>b. the fees to be charged for courses of study in the Institute and for admission to the examinations for conferment of the awards;</li> <li>c. the institution of fellowships, scholarships, exhibitions, loans, prizes and medals.</li> </ul>

		<p>d. the creation and classification of posts, the method of appointment and determination of the terms and conditions of service of teaching and other staff of the Institute subject to prior approval of the Central Government in all such matters.</p> <p>e. the constitution of terminal benefits like pension, provident fund etc. for the benefit of the officers, teachers and other staff of the Institute.</p> <p>f. the establishment and maintenance of halls and hostels.</p> <p>g. The conditions of residence of students of the Institute and the levying of fees for residence in the halls and hostels and of other charges; and</p> <p>h. Other matters of relevance and importance in the administration of educational institutions.</p>
	ii.	The Board may, by resolution, appoint such committees for such purposes and with such powers as the Board may think fit. The Board may co-opt such persons to these committees as it considers suitable, either from amongst the members of the Board of Governors or outsiders.
	iii.	The Board may, by resolution, delegate to a committee or the Chairman such of its powers for the conduct of its business as it may deem fit, subject to the condition that action taken by any committee or the Chairman under the powers delegated to them by this rule shall be reported for confirmation at the next meeting of the Board.
	iv.	The Board may pass such resolutions as it may deem fit on the annual report, the annual accounts and the financial estimate.
	18.i.	Ordinarily, the Board shall meet once in every six months and fifteen days notice shall be given of each meeting and a copy of the proceedings of such meeting shall be furnished to the Central Government as soon as possible after the meeting; <u>provided</u> that the Chairman may, whenever he thinks fit, and shall, on the written requisition of not less than two members, call a special meeting.
	ii.	Five members of the Board, including any representative authorized under Rule 15 shall constitute a quorum at any meeting of the Board.
	iii.	In case of difference of opinion amongst the members, the opinion of the majority shall prevail provided that in the event of disagreement by the Central

		Government representative representing Ministry of Finance on any financial matter, the same would be referred to the Ministry of Tourism and the Finance Minister for a decision.
	iv.	Each member of the Board including the Chairman, shall have one vote, and if there shall be an equality of votes on any question to be determined by the Board, the Chairman or member presiding shall have an additional or casting vote.
	v.	Every meeting of the Board shall be presided over by the Chairman and, in his absence, by a member chosen by the member present to preside on the occasion.
	vi.	Any business which it may be necessary for the Board to perform, except such as may be placed before its meetings, may be carried out by circulation among all its members in India and any resolution so circulated and approved by a majority of the members signing shall be as effectual and binding as if such resolution had been passed at a meeting of the Board have recorded their views on the resolution.
<b><u>EXECUTIVE COMMITTEE COMPOSITION POWERS, MEETINGS ETC.</u></b>	19.i.	Out of the members of the Board of Governors the following shall constitute an Executive Committee: <ul style="list-style-type: none"> <li>a) The Secretary (Tourism) or if there be no such person the officer who is for the time being the administration head of the department which is in charge of Tourism, whether in addition to other functions or otherwise.</li> <li>b) Two of the representatives of the Central Government to be specified by the Central Government.</li> <li>c) The expert nominated by the Central Government to the Board of Governors; and</li> <li>d) The Principal of the Institute as the Convenor of the Executive Committee</li> </ul>
	20.	It shall be the duty of the Executive Committee to see that the decisions taken by the Board of Governors are implemented.
	21.	The Executive Committee shall exercise all or any of the powers and functions of the Board of Governors, subject to the general superintendence direction and control of the Board.
	22.	The Executive Committee shall functions, notwithstanding any vacancy therein and notwithstanding any defect in the appointment or nomination of any of its members; and no act or proceedings of the Executive Committee shall be invalid merely by reason of the existence of any vacancy therein or of any defect in the appointment or nomination of any of its members.
	23.i.	The Executive Committee shall meet as often as

		necessary and atleast once in three months and 10 days notice shall be given of each such meeting, and a copy of the proceedings of such meeting shall be furnished to the Board of Governors and to the Central Government as soon as possible after the meeting PROVIDED that the convenor may, whenever he thinks fit, and shall on the written requisition of not less than two members, call a special meeting.
	ii.	The meeting of the Executive Committee shall be presided over by a member elected to preside over that meeting. If there is any difference of opinion with regard to the Chairman, the meeting shall be presided over by the Convenor of the Executive Committee or in the absence by the other representatives of the Central Government.
	iii.	Three members of the Executive Committee present in person shall constitute a quorum at any meeting of the Committee.
	iv.	In case of difference of opinion amongst the members, the opinion of the majority shall prevail provided that in the event of disagreement by the Central Government representative representing Ministry of Finance on any financial matter, the same would be referred to the Minister for Tourism and the Finance Minister for a decision.
	v.	Each member of the Executive Committee including the Chairman elected for the meeting shall have one vote, and if there shall be an equality of votes on any question to be determined by the Committee, the Chairman elected for the meeting shall have an additional or casting vote.
	vi.	Any business which it may be necessary for the Executive Committee to perform, except such as may be placed before its meetings, may be carried out by circulation among all its members in India and any resolutions so circulated and approved by the majority of the members signing shall be as effectual and binding as if such resolution had been passed in a meeting of the Committee; PROVIDED that atleast three members of the Committee have recorded their views on the resolution.
<b><u>PRINCIPAL:</u></b>	24.i.	The Board shall with the prior approval of the Central Government appoint the Principal of the Institute.
	ii.	The Principal shall be Principal Academic and Executive Officer of the Institute and shall be responsible for the proper administration of the Institute and for the importing of instruction and the maintenance of discipline. All other staff of the Institute shall be subordinate to the Principal.
	iii.	The Principal shall be the custodian of records, the funds of the Institute and such other property of the Institute as the Board may commit to his charge.

	iv.	The Principal shall act as member Secretary of the Society, the Board, and as Convenor of the Executive Committee and other committees of the Society or the Board. He shall discharge all functions of the Secretary as provided in the Societies Registration Act.
	v.	The Principal shall have such other powers and shall perform such other duties as may be delegated to him by the Board.
	vi.	The Principal shall have the power to re-delegate his powers to any of his subordinates with the approval of the Board.
	vii.	In the event of the occurrence of any vacancy in the office of the Principal or if the Principal is unable to discharge his functions owing to absence, illness or any other cause, it shall be open to the Board to authorize any person to exercise such powers, functions and duties of the Principal as the Board may deem fit.
<b><u>ACCOUNTS AUDIT AND REPORTS</u></b>	25.	Within six months of the closing of the previous financial year the society shall submit to the Central Government for their approval Budget estimates for the ensuing year, along with a report on the working of Institute and an audited statement of accounts showing the income and expenditure for the previous year that the Budget Estimates for the first year will be submitted in accordance with such directions as the Central Government may issue in this respect.
<b><u>SOCIETY TO BE SUED IN THE NAME OF THE SECRETARY</u></b>	26.	For the purpose of Section 6 of the Societies Registration the person in whose name the Society may sue or be sued shall be the Secretary of the Society.
	27.	All contracts for and on behalf of the Society shall be executed by the Principal of the Institute if the value of the contract is Rs.50,000/- or less, and by the Principal of the Institute and the convenor of the Executive Committee if the value of the contract exceeds Rs.50,000/-. The Board may also authorize any person to enter into contracts on behalf of the Society subject to such restrictions and conditions as the Board may impose.
<b><u>ALTERATION ETC. OF PURPOSES AND OF RULES</u></b>	28.	Subject to the prior approval of the Central Government, the Society may alter, extend or abridge any purpose for which it is established provided it carries out the procedure prescribed in that behalf by
	i.	
	ii.	These Rules may be altered with the consent of the Central Government at any time by a resolution passed by a majority of two-thirds of the members present at any meeting of the Society which shall have been duly convened for the purposed.
	29.	The Society may be dissolved in accordance with the provisions of after obtaining the previous consent of

		the Central Government.
	30.	If on the winding up or the dissolution of the Society there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to any of its members or distributed amongst them, but subject to provisions of the Act be disposed off as the Government may determine.

## **PONDICHERRY INSTITUTE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY**

### **STAFF REGULATIONS**

In pursuance of the relevant provision of the Memorandum of Association and Rules of the Pondicherry Institute of Hotel Management & Catering Technology Society, the Board of Governors hereby makes the following regulations, namely:

#### CHAPTER I

##### **1. SHORT TITLES, COMMENCEMENT AND APPLICATION:**

- i. These regulations may be called the Pondicherry Institute of Hotel Management & Catering Technology Society's (Staff) Regulations.....
- ii. They shall come into force at once.
- iii. They shall apply to all the employees of the Society. In respect of the persons employed by the Society on Agreement/Contract, the rules shall be those as may be specifically provided in the Contract or Agreement as the case may be. In respect of the persons appointed on deputation from the Central or State Government, all matters relating to such employees shall be governed by the terms of deputation and if on any specific matter there is no provision about the same in terms of deputation reference should be made to the parent Government or Department as the case may be.

##### **2. DEFINITIONS:**

In these regulations, unless the context otherwise requires

- a. "Appendix" means an Appendix to these regulations;



- b. "Appointing Authority" means the authority prescribed in Regulation 5;
- c. "Board of Governors" means the Board of Governors of the Society;
- d. "Chairman" means the Chairman of the Board of Governors;
- e. "Secretary" means the Secretary of the Society;
- f. "Society" means the Pondicherry Institute of Hotel Management & Catering Technology.
- g. "Employee" means a persons who is in the whole time service of the Society but does not include a person employed by the Society on daily wages;
- h. "Executive Committee" means the Executive Committee of the Society.
- i. "Institute" means the Pondicherry Institute of Hotel Management & Catering Technology, Pondicherry.
- j. "Principal" means the Principal of Pondicherry Institute of Hotel Management & Catering Technology, Pondicherry.
- k. "Central Government" means Ministry or Department in the Central Government dealing with the subject.
- l. "State Government" means Ministry or Department in the State Government dealing with the subject.

### **3. INTERPRETATION:**

Board of Governors reserves to itself the right to interpret the rules in accordance with the Government policy laid down by the Government.

### **4. CLASSIFICATION OF POSTS:**

The classification of the posts in the Society and the scales of pay attached thereto shall be as set out in due course and shall be subject to such orders as may be issued by the Society from time to time in conformity with the orders/instructions issued by the Central Government/State Government from time to time.

## **CHAPTER II**

### **5. STRENGTH OF STAFF:**

The Board of Governors shall from time to time determine with the approval of the Central Government the strength of the staff both permanent and temporary under the various categories required for carrying out its functions subject to the norms, orders/guidelines prescribed by the Central/State Government from time to time.

**6. APPOINTMENTS:**

- i) Appointments (from Appendix II) to posts in Group 'C' and 'D' shall be made by the Principal and appointments to posts in Groups 'A' and 'B' shall be made by the Board of Governors and by the Executive Committee respectively or by a duly constituted Sub-Committee authorized by the Board to hold such selections provided that the appointment of the Principal shall be made in accordance with the provisions of Rule 24(i) of the Rules & Regulations of the Society.

**ii) Qualifications for appointments**

The qualifications for appointment to the post in various cadres in the Institute shall be such as may be determined by the Principal/Executive Committee/ Board of Governors from time to time in accordance with any orders/instructions issued by the Central/State Government in this respect.

**iii) Methods of Recruitment**

Recruitment to the posts may be made:

- a) by direct recruitment;
- b) by promotions; and
- c) by appointment of employees borrowed from Government Departments and other Institutions;
- d) on contract.

Note:- Appointment to a post in any grade by promotion shall be made whether in a permanent or officiating capacity from amongst employees serving the posts in the next lower grade.

**iv) Adhoc appointment**

Notwithstanding anything contained in the above rules the Board of Governors/Executive Committee may by a general or special order and subject to such conditions as it may specify in such order delegate to any authority the power to made adhoc appointments.

**v) Superannuation**

- a) All employees of the Institute except Grade 'D' employees shall retire on attaining the age of 58 years provided that the Board of Governor may if satisfied that the interest of the

Society so requires and in consideration of the outstanding nature of work done by an employee, extend by an order in writing, with the prior approval of the Central/State Government, the period of service of any employee beyond the age of superannuation on the existing terms and conditions or on re-employment or on contract service for any period not exceeding two years in aggregate, subject to any instructions/ orders issued by the Central/State Government in such matters Grade 'D' employees shall retire on attaining the age of 58 years.

- b) Notwithstanding anything contained in Regulation (a) an employee shall on invalidation by the appropriate medical authority, cease to be in service on account of complete and permanent incapacitation determined in accordance with the relevant rules applicable to comparable categories of Central/State Government employees from time to time.

**vi) Probation**

1. Every employee shall, on appointment to any post (whether on promotion or otherwise) be on probation for a period of two years commencing from the date of regular appointment; And the probation may be extended for a maximum of one year in blocks of 6 months.
2. In the case of teaching staff, the employee is required to complete Teacher Training Course prior to confirmation, failing which the probationary period will be extended till the time of completing the Teacher Training Programme.
3. Nothing in this regulation shall apply to the persons employed on deputation from Central / State Governments or on Institute.

**vii) Medical Fitness**

Every person appointed for the first time to any post in the Institute shall, before joining duty in the posts be required to furnish a medical certificate of fitness in the form prescribed in Appendix I from a competent authority or from an authority as may be prescribed by the Institute. No such certificate need be furnished if;

- a) an employee has come on deputation;
- b) an employee is re-employed, provided break in the two appointments is less than 3 months;

- c) an employee has already been medically found fit, medical certificate of fitness will have to be obtained by the employee concerned at his own cost. However, on production of valid receipt, the amount of fee may be reimbursed to him.

**viii) Termination of Services:**

- a) i) No employee other than a person on deputation from the Central Government or any State Government or an Institute shall leave or discontinue his service in the Institute except after giving one month's notice in writing of his intention to do so to the Principal.
- ii) Provided further that where an employee has completed the period of probation and stands confirmed, the period of such notice shall be three months.
- iii) However, if an employee wants to leave service instantaneously, he may be permitted to do so by depositing with the Institute pay and allowances for the period of notice, as the case may be.
- iv) Provided that the appointing authority may, for reasons to be recorded in writing, waive, either wholly or in part, the requirements to payment of such compensation.
- b) i) The Institute may at any time and without assigning any reasons, terminate the services of any employee who has not completed his probation, after giving one month's notice in writing or a month's pay and allowances in lieu thereof.
- ii) The Institute may at any time and without assigning any reason terminate the services of any employee who has not completed his probation, after giving one month's notice in writing or a month's notice or pay and allowances in lieu thereof.
- c) In case of Group 'C' and Group 'D' employees, the Principal shall be the competent authority while Executive Committee for Group 'B' posts and above, shall be the competent authority. However, the Executive Committee will exercise this power only after the Board of Governors has accorded its approval in this behalf.
- d) Nothing contained in these Regulations shall affect the right of the appointing authority to retire, remove or dismiss an employee without giving any notices or pay in lieu of notice in accordance with the provisions of relevant rules concerning 'conduct and discipline' of employees.

**ix) Change in terms and conditions of Services**

When the financial and administrative control are handed over to the State Government, the rules and regulations, terms &

conditions shall be governed as per the State Government as applicable to the Institute from time to time.

### **CHAPTER III**

#### **GENERAL CONDITIONS OF SERVICE**

In all matters relating to service conditions such as fixation of pay, increments, counting of service for increments, compulsory deductions, optional deductions, grant of special pay, personal, honorarium and fee, Dearness Allowance, Additional Dearness Allowance, Interim Relief, Leave Travel Concession, Compensatory Allowance, House Rent Allowance, Children Educational Allowance, House Building Allowance, Festival Allowance, Advances for purchase of Conveyances, Travel and Admissibility of Travel Allowance, Classification, Control & Appeal Rules, Conduct Rules, Contributions to Contributory Provident Fund, Joining Time, Leave Entitlement and Conditions for grant of various kinds of leaves, Medical Rules, Gratuity and Terminal Benefits etc., the Central/State Government Rules on the subject, as applicable to comparable categories of Central/State Government Employees/Servants, shall Mutatis Mutandis be applicable to the corresponding categories of the employees of the Society subject to any orders/amendments/instructions issued by the Central/State Government adopts a specific provision/rule in respect of any specific service matters, the employees of the Institute shall be subject to those provisions in respect of such specified matters.

When the financial and administrative control are handed over to the State Government, the rules and regulations, terms and conditions shall be governed as per the State Government as applicable to the Institute from time to time.

**Note:** i) The above list is only illustrative and not exhaustive. All matters which may not have been spelt out above shall also be regulated in the same manner as in the case of Central/State Government Servants of corresponding categories.

ii) Employees of the Institute shall be eligible to contribute to Contributory Provident Fund under the terms and conditions as laid down in Contributory Provident Fund (India) Rules, 1962 as amended from time to time.

### **CHAPTER IV**

## **RESIDENTIAL ACCOMMODATION**

i. Out of the residential accommodation owned by the Society, the Society may at its discretion make available such residential accommodation as it considers appropriate to the pay, rank and status of an employee, and on such rate of monthly license fee as it considers reasonable. The Society will not have any authority to hire accommodation and give it to staff members.

ii) In deciding the suitability of such residential accommodation to an employee's pay, rank and status as well as to determining the license fee to be recovered from the employee for such accommodation, the Society will bear in mind the scales of accommodation and the rates of house rent in force under the Central/State Government rules governing the allotment of residential accommodation to its employees, but the decision of the Society in regard to such questions shall be final.

iii) If an employee refuses to accept the residential accommodation made available by the Society and if the Society does not consider his reasons for doing so adequate and acceptable, the Society may stop the house rent allowance payable to him in terms of relevant rules.

v) Accommodation of appropriate scale will be allotted to the employee strictly in accordance with the 'Rules' drawn up for allotment of such residential accommodation.

## **CHAPTER V**

Regulations not covered by these Rules will be governed by Government of India's instructions in that behalf.

## **CHAPTER VI**

The following powers will be exercised by the authorities given against each:

Sl.No.	Nature of Power	Extent of power	Authority competent to exercise it
1.	<u>Matters regarding Medical Examination:</u> i) For appointment ii) For grant of leave <b>iii)</b> For any other purpose	Full	Principal
2.	<u>Probation period:</u> i) Initial probation ii) Extension of probation iii) Completion of probation	Full	Appointing Authority

3.	<u>Extension of Services:</u> i) <u>Beyond Superannuation/and re-employment/contract employment</u>	Full	Board of Governors subject to approval of the Central Government.
4.	<u>Appointments:</u>	Group A Group B Group C & D	Board of Governors Board of Governors Principal
5.	<u>Termination of Services:</u>	Group A Group B Group C & D	Board of Governors Board of Governors Principal
6.	<u>Reduction in Establishment:</u>	Full	Board of Governors
7.	<u>Disciplinary Authority:</u>	Group C & D Group A & B	Principal Board of Governors Executive Committee
8.	<u>Pay Fixation</u>	Full	Principal
9.	<u>E.B. Crossing</u>	All Employees	Principal
10.	<u>Grant of Spl. Advance / Increments.</u>	-do-	Appointing Authority
11.	<u>Allowances admissibility of decision regarding</u>	-do-	Principal
12.	<u>Adoption of rate of pay and allowances</u>	-do-	Board of Governors.
13.	<u>Grant of leave – all kinds</u>	-do-	Principal
14.	<u>Detailing for duty during vacation</u>	All Employees	Principal
15.	<u>Accommodation</u>	-do-	Principal
16.	<u>T.A/D.A</u>	-do-	Principal
17.	<u>Travel by Air</u>	-do-	Executive Committee in the case of entitled Officers and Board of Governors with approval of the Central/State Government in the case of non-entitled Officer.
18.	<u>Gratuity and other retirement benefits</u>	-do-	Appointing Authority
19.	<u>Relaxation/Interpretation of any rule</u>	-do-	

Note: i) In respect of any of the above matters concerning the Principal and decision will be taken at the level of the Board of Governors with the approval of the Central/State Government.

- ii) For affecting better day to day administration Principal may delegate his power to any authority subordinate to him.
- iii) Financial powers shall be exercised as per Bye laws of the Society.

APPENDIX – I

MEDICAL CERTIFICATE OF FITNESS FOR APPOINTMENT

I, Dr.....hereby certify that I have examined Shri/Smt./Kum..... a candidate for employment in the Pondicherry Institute of Hotel Management & Catering Technology, Pondicherry Society and cannot discover that Shri/Smt./Kum..... has any disease (communicable or otherwise), constitutional weakness or bodily infirmity except.....

I do not consider this a disqualification for employment in the Pondicherry Institute of Hotel Management & Catering Technology, Pondicherry Society. His/Her age according to his/her own statement to ..... years and by appearance.....years.

His / Her signature/Thumb impression are / is given below:

Dated the .....  
the

Name and Designation of

Doctor.

Form of appointment

APPENDIX II

REGISTERED A/D

PONDICHERRY INSTITUTE OF HOTEL MANAGEMENT & CATERING  
TECHNOLOGY,

No.....

Date:.....

Dear Sir/Madam,



With reference to your application dated..... the interview for which you appeared on..... I have been authorized to offer you on behalf of the Pon

dicherry Institute of Hotel Management & Catering Technology, Pondicherry Society a post of ..... at the Institute.

The terms and conditions of this appointments will be as follows:

- i) Pay: Rs..... per month in the pay scale of .....
- ii) Allowances, leave and other terms and conditions: These will be laid as laid down in the "Staff regulations' of the Society. The allowances etc. are comparable to those attached to similar posts under the Central/State Government.
- iii) Nature of appointment: The appointment will be on probation for a period of 24 months in the manner laid down in the Staff Regulations aforesaid. In the case of Teaching Staff, the employee is required to complete Teacher Training Programme during the probationary period.
- iv) Notice of Termination: During the period of probation, the appointment may be terminated at any time by one month's notice given by either side, viz. yourself or the Society without assigning any reasons. After your appointment is confirmed, the appointment may be terminated at any time by three month's notice given by either side without assigning any reasons. The Society, however reserves the right of termination your services forthwith or before the expiry of the stipulated period of notice by making payment to you of a sum equivalent to the pay and allowances for the period of notice or the unexpired portion thereof.
- v) Medical Fitness Certificate: You will be required to produce within one month of appointment a Medical Certificate of fitness at your own cost from a Medical Practitioner or authority nominated by the Society.
- vi) Place of duty: Your place of duty will be at the Pondicherry Institute of Hotel Management & Catering Technology, Pondicherry Society or such other place as the Board of Governors of the Institute may decide.
- vii) Documents to be produced: The following original certificate should be produced for inspection and return:-
  - a) Degrees, Diplomas or Certificates of Educational and other Technical Qualifications.

- b) The Matriculation Certificate or other acceptable proof or your date of birth; and
- c) A Character Certificate from a Gazetted Officer of the Government of India / Government of Pondicherry.

If any declaration given or information furnished by you proves to be false or if you are found to have willfully suppressed any material information, you will be liable to removal from service and such other action as may deem necessary.

VIII) I hereby understand that when the financial and administrative control are handed over to the State Government, I shall be governed by the rules and regulations, terms and conditions as per the State Government as applicable to the Institute from time to time.

If you accept the offer on the above terms, you should communicate your acceptance to the undersigned by ..... If no reply is received by the prescribed date, this offer will be treated as cancelled.

No travelling allowances shall be allowed for joining the appointment.

Please acknowledge receipt of this letter.

Yours faithfully,

For and on behalf of the Pondicherry  
Institute  
Of Hotel Management & Catering  
Technology,  
Pondicherry Society.