## GOVERNMENT OF PUDUCHERRY DIRECTORATE OF SCHOOL EDUCATION \*\*\*\*\*

No.29118/DSE/Estt.I/D3/2024

Puducherry, dt. 27.12.2024

## **MEMORANDUM**

Sub: DSE - Estt.I - Offer of Engagement as Guest Balasevika - Orders - Issued.

Ref.: 1. Notification No.29118/DSE/Estt.II/D/2018, dt. 05.07.2019 of the Directorate of School Education, Puducherry.

2. G.O.Ms. No.46, dated 07.11.2017 of Secretariat Wing, Directorate of School Education, Puducherry.

3. Order dated 22.02.2023 of the Hon'ble High Court, Madras in the Writ Petition No.18791 of 2020.

In pursuance of the Notification and G.O. cited above and in compliance with the order dated 22.02.2023 of the Hon'ble High Court, Madras in the Writ Petition No.18791/2020, the individuals listed in the Annexure to this Memorandum are considered for engagement as Guest Balasevika and posted in the schools noted against each under the following conditions on purely contractual basis:

- 1. The period of contract shall be one year from the date of engagement or till the date of closure of the academic year whichever is earlier. The contract may, however, be extended by mutual consent on the terms and conditions to be decided at that time.
- 2. It will be purely a stopgap arrangement for the particular academic year or until the posts are filled on regular basis, whichever is earlier.
- 3. The individual will be disengaged with commencement of annual vacation and the engagement will come to an end.
- 4. She may be re-engaged after re-opening of Schools, if necessity arises continuing the arrangement, subject to her satisfactory performance in previous academic year, with the approval of the Secretary to Govt. (Education). However, no re-employment will be made beyond three years.
- 5. She shall report before the concerned Officer on or before 08.01.2025.
- 6. She should get medical fitness certificated from Medical Officer not below the rank of a civil surgeon and submit to the Joint Director/Chief Educational Officer/Deputy Director of Education (Women), Puducherry, Chief Educational Officer, Karaikal through the Head of School concerned.
- 7. She shall submit herself to the orders and directions of the Director of School Education, Govt. of Puducherry and of Inspecting Officer/Head of School concerned under whom she may from time to time be placed by the Director of School Education, Govt. of Puducherry.
- 8. She shall be subject to the provisions for determination of the agreement made for the purpose as stipulated in the terms and conditions made in G.O.Ms.No.46, dated 07.11.2017 on consolidated wage of Rs.22,000/- (Rupees Twenty Two Thousand only) per month on year to year contract basis.

- 9. She shall also serve at all the time, discharge herself efficiently and diligently all the responsibilities assigned as a Balasevika under the orders, directions and instructions of the Director of School Education and the Inspecting Officer/Head of School concerned and shall do all acts to discharge all the duties that may be required of her to be done in such capacity as engaged.
- 10. She shall devote her whole time and attention to the duties and responsibilities, attached to the post of Guest Balasevika and subject to as hereinafter mentioned and shall not engage directly or indirectly in any trade or business work or occupation on her own account.
- 11. She should not absent herself from duty without getting prior permission of the Head of the School. Incase if she was unable to attend the school on medical grounds, she should produce necessary medical certificate to the concerned officer through the Head of the School. The individual is informed that the wage will not be paid for the absence period since her engagement is purely on contract basis. The individual is further informed that she is liable for disciplinary action for unauthorized absence as per rule in force.
- 12. She at all times will, truly and faithfully account for and deliver to the person who is engaged or posted as her successor all materials, documents, book, papers and reports which will or may at any time come to her hands or be under her charge on account of the Government and shall confirm to and obey all such orders, direction and regulation as she may from time to time receives from her superior authorities.
- 13. The service of the individual may at any time during the tenure of service under this agreement be terminated by the Director of School Education by giving one month's notice on the part of the employer except in case of termination for want of vacancy. The individual may also break her contract at any time during the tenure of service, by giving one month's notice to the Director of School Education, Government of Puducherry.
- 14. If she should observe and comply with all the terms, conditions, stipulation and provisions of these present, it shall be paid to her for such time as she shall be in the said contract service and perform the duties herein before mentioned but not otherwise, consolidated wage of Rs.22,000/- (Rupees Twenty Two Thousand only) per month for the post of Guest Balasevika.
- 15. The engagement will be on no work-no wage basis.
- 16. During the period of contract the individual will not be eligible for any other allowances like DA, HRA, Transport Allowance, etc., or Bonus.
- 17. She shall during her contract service be eligible for one day casual leave for every completed month of service. She is entitled for regular and public holidays. She is not eligible for any other leave other than this.
- 18. She shall not be eligible for any service benefits including pension, invalid pension, retirement benefits and bonus etc., taking into account the period of her contract service.
- 19. She shall not have any claim for regularization of her services in the post of Guest Balasevika for fixation of seniority and sanction of increment by virtue of this engagement on any account, for any reason whatsoever.

- 20. Notwithstanding anything herein before contained, she shall not be entitled to receive in whole or part of the benefits of any improvements that may be sanctioned by the Government, subsequent to the date of these presents in the terms and conditions of service of members of the category of the service to which she may, for the time being, belong unless otherwise decided by the Government and the decision of the Government in respect of such improvement in the terms and conditions of such service of her, shall operates so as to modify to that extent the provisions of these presents.
- 21. If due to any misconduct or negligence on the part of the individual, the Government may sustain any loss or damage, such loss or damage shall be made good by her.
- 22. She is liable for transfer to any place by the Director of School Education, Government of Puducherry.
- 23. She should perform the duties allotted by the Head of the School every day completely and she should leave the school with the permission of the Head of the School.

(P.PRIYTARSHNY)
DIRECTOR OF SCHOOL EDUCATION

To

The Individuals .....With instructions to report for duty before the Head of Office concerned along with this order copy....

## Copy to

- 1. The Director of Accounts & Treasuries, Puducherry.
- 2. The Deputy Director of Accounts & Treasuries, Karaikal.
- 3. The Deputy Director (Women Education), Puducherry.
- 4. The Chief Educational Officer, Karaikal.
- 5. The Deputy Inspector of Schools, Zone-I, Puducherry.
- 6. The Deputy Inspector of Schools, Zone-I/II, Karaikal.
- 7. The Head of Schools concerned.
- 8. The P.S. to DSE/P.A. to DD(A).
- 9. EDP section, DSE, Puducherry .....with instructions to upload on the website.
- 10. File copy/Spare.

Annexure to the memorandum No.29118/DSE/Estt.I/D3/2024, dated 27.12.2024

SI.No.	Name and Address	
DI.NO.		Schools in which engaged
1.	S. ABIRAMI, No.01, Nesavalar Street, Shanmugapuram, Puducherry - 605009.	Government Primary School, Sanjeevirayanpet, Puducherry.
2.	M. BASIRA BEEBI, No.15, Y.V. Pillai Street, Puducherry.	Government High School, Sethur, Karaikal.
3.	I. KAYATHIRI, No.5, Mariamman Koil Street, Sooramangalampet, Pallineliyanur Post, Puducherry - 605107.	Government Primary School, Subarayapuram, Karaikal.
4.	D. MEENA, No.24, Sri Bhagavan Kalki Nagar, Thanathumedu, Sinkirikoil Post, Puducherry - 605007.	Bharathidasan Government Middle School, Karaikal.
5.	M. ANANDAJOTHI, No.05, Fifth cross street, Bharathiyar Street, Vasthan nagar, Villianur, Puducherry - 605110.	Government Primary School, Pandaravadai, Karaikal.
6.	S. PRAVINA, No.3, II cross, Kennedy Nagar, Puducherry - 605001.	Government Primary School, Manampet, Karaikal.
7.	M. ABINAYA, No.7, Ranganathan Street, Nethaji Nagar - II, Uppalam, Puducherry - 605001.	Government Primary School, Rayanpalayam, Karaikal ( <i>spared to</i> Government Primary School, Poovam, Karaikal).
8.	M. ANITHA, No.17, Rangavillas thottam, Muthialpet, Puducherry - 605003.	Government Primary School, Kovilpathu, Neravy, Karaikal.

(P. PRIYTARSHNY)
DIRECTOR OF SCHOOL EDUCATION