

Coir Board General Provident Fund Bye-Laws, 1977

February 20, 2013

Preamble

S.C.O. 702, dated 17th February, 1977^{1.-2}[The following bye-laws made by the Coir Board, in exercise of the powers conferred by Sec. 27 of the Coir Industry Act, 1953 (45 of 1953), and confirmed by the Central Government, are hereby published as required by sub-section (2) of the said section, namely :—]

1. Published in the Gazette of India, Pt. II, Sec. 3(ii), dated 5th March, 1977 (w.e.f. 5th March, 1977).

2. Subs. by S.O. 504 (E), dated 9th July, 1993, by Sec. 2(a).

1. Short title and commencement.

(1) These bye-laws may be called the Coir Board General Provident Fund Bye-laws, 1977,

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.

(1) In these bye-laws unless the context otherwise requires;—

(a) "Act" means the Coir Industry Act, 1953 (45 of 1953);)

(b) "Board" means the Coir Board constituted under the Act;

(c) "Chairman" means the Chairman of the Board; and "Secretary" means Secretary of the Board;

(d) "Emoluments" means pay, leave salary or subsistence grant as defined in the Fundamental Rules, and includes dearness pay and any remuneration of the nature of pay received in respect of foreign service;

(e) "Family" means—

(i) in the case of a male subscriber, the wife or wives and children of a subscriber, and the widow, or widows, and children of a deceased son of the subscriber:

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these bye-laws relate unless the subscriber subsequently intimates in writing to the Secretary that she shall continue to be so regarded;

(ii) in the case of a female subscriber, the husband and children of a subscriber, and the widow or widows and children of a deceased son of a subscriber:

Provided that if a subscriber by notice in writing expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the

subscriber's family in matters to which these bye-laws relate, unless the subscriber subsequently cancels such notice in writing;

Explanation.

In this clause, "Children" means legitimate children and includes an adoptee child, where adoption is recognised by the personal law governing the subscriber.

(f) "Fund" means the General Provident Fund constituted and established by the Board under these bye-laws;

(g) "Leave" means any kind of leave recognised by the Fundamental Rules or the Revised Leave Rules, 1933;

(h) "Servant of the Board" means a salaried officer or servant of the Board other than a person in the service of the Central Government or State Government whose services have been lent or transferred to the Board;

(i) "Year" means a financial year.

(2) Words and expressions used but not defined therein shall have the meanings respectively assigned to them in the Act, and the Provident Funds Act, 1925 (19 of 1925), or in the Fundamental Rules, as the case may be

3. Constitution of the Fund.

(1) The fund shall be maintained in rupees.

(2) The Fund shall consist of—

(i) all sums paid into the Fund under these bye-laws;

(ii) the amount of subscription together with the interest thereon in the Board's Contributory Provident Fund standing to the credit of the subscriber in respect of the persons who have opted for the pension benefits in accordance with the provisions of bye-law 18(1) of the Cair Board (Transaction of Business Conditions of Service of Employees and Maintenance of Accounts) Bye-laws, 1955;

(iii) such additions to the Fund as the Board may, from time to time, decide to make with the approval of the Central Government; and

(iv) the income from loans, deposits and investments.

(2) Sums of which payment has not been taken within five years after they become payable shall be credited to the Fund at the end of the year. Payment of such sums shall be made only under the orders of Chairman.

4. Management of the Fund.

The Fund shall vest in the Board and be managed and invested in the manner prescribed under bye-laws 25 and 26 of the Cair Board (Transaction of Business Conditions of Service of Employees and Maintenance of Accounts) Bye-laws, 1955.

5. Conditions of eligibility.

All temporary servants of the Board after a continuous service of one year and all permanent servants of the Board, other than those who retain the Board's Contributory Provident Fund benefits under the provisions of bye-law 18(3) of the Cair Board (Transaction of Business, Conditions of Service of Employees and Maintenance of Accounts) Bye-laws, 1955 and re-employed pensioners, shall subscribe to the fund.

Re-employed pensioners may, at their option, subscribe to the General Provident Fund.

Note 1.- Apprentices and Probationers shall be treated as temporary Board servants for the purpose of this bye-law.

Note 2.-A temporary Board's servant who completes one year of continuous service during the middle of a month shall subscribe to the Fund from the subsequent month.

Note 3.-In the case of persons transferred to temporary posts under the Board from service under a Corporate Body owned or controlled by Government, the service under the Corporate Body should be treated as service under the Board for the purpose of this bye-law and the person concerned should be permitted to subscribe to the Fund immediately on his joining Board's service, if he has already completed one year's service under that Body.

6. Nominations.

(1) A subscriber shall, at the time of joining the Fund send to the Secretary a nomination conferring on one or more person the right to receive the amount that may stand to his credit in the Fund, in the event of his death, before that amount has become payable or having become payable, has not been paid :

Provided that a subscriber who has a family at the time of making the nomination shall make nomination only in favour of a member or members of his family :

Provided further that the nomination made by the subscriber in respect of any other provident fund to which he was subscribing before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this bye-law until he makes a nomination in accordance with this bye-law.

(2) If a subscriber nominated more than one person under Cl. (1), he shall specify in the nomination the amount of share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the Forms set forth in the First Schedule as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Secretary. The subscriber shall, alongwith such notice or separately, send a fresh nomination made in accordance with the provisions of this bye-law.

(5) A subscriber may provide in a nomination—

(a) in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination, provided that such other person or persons, shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber

confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.

(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein:

Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family :

Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under sub-clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under sub-clause (a) of Cl. (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of sub-clause (b) of Cl. (5) or the proviso thereto, the subscriber shall send to the Secretary a notice in writing cancelling the nomination, together-with a fresh nomination made in accordance with the revisions of this bye-law.

(7) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Secretary.

Explanation.

In this bye-law, unless the context otherwise requires, "persons" shall include a company or association or body of individuals, whether incorporated or not.

7. Subscriber's accounts.

An account shall be opened in the name of each subscriber in which shall be indicated the amount of his subscriptions with interest thereon calculated as prescribed in Cl. (2) of bye-law 12, as well as advances and withdrawals from the Fund.

8. Conditions of subscriptions.

(1) A subscriber shall subscribe to the Fund every month except during the period when he is under suspension :

Provided that a subscriber may at his option, not subscribe during any period of leave, other than leave on average pay or earned leave of less than one month or 30 days' duration, as the case may be :

Provided further that a subscriber on reinstatement after a period of suspension shall be allowed the option of paying in one or more instalments any sum not exceeding the maximum amount of arrear subscriptions payable in respect of the said period.

(2) The subscriber shall intimate his election not to subscribe during leave in the following manner, namely :—

(a) if he is an officer who draws his own pay bills, by making no deduction on account of subscription in his first pay bill drawn after proceeding on leave;

(b) if he is not an officer who draws his own pay bills, by written communication to the Secretary before he proceeds on leave. On failure to give proper and timely intimation he shall be deemed to have elected to subscribe.

Note.-The option of a subscriber once intimated under this sub-clause shall be final.

(3) A subscriber who has, under bye-law 20 withdrawn the amount standing to his credit in the Fund shall not subscribe to the Fund after such withdrawal unless he returns to duty.

9. Rates of subscriptions.

(1) The amount of subscription shall be fixed by the subscriber himself, subject to the following conditions, namely:—

(a) it shall be expressed in whole rupees;

(b) it may be any sum, so expressed, which shall not be less than 6 per cent, of his emoluments and not more than his total emoluments :

(2) For the purpose of Cl. (1), the emoluments shall be—

(a) in the case of a subscriber who was in Board's service on the 31st March of the preceding year, the emoluments to which he was entitled on that date.

Provided that—

(i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty;

(ii) if the subscriber was on deputation out of India on the said date or was on leave on the said date and continue to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India;

(b) in the case of a subscriber who was not in Board's service, on the 31st March of the preceding year, the emoluments to which he was entitled on the day he joins the Fund.

(3) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year by written communication to the Secretary or in the following manner, as the case may be —

(a) if he was on duty on the 31st March of the preceding year, by the deduction which he makes in this behalf from his pay bill for that month;

(b) if he was on leave on the 31st March of the preceding year, and elected not to subscribe during such leave, or was under suspension that date, by the deduction which he makes in this behalf from his first pay bill after his return to duty;

(c) if he has entered Board's service for the first time during the year, by the deduction which he makes in this behalf, from his pay bill for the month during which he joins the Fund;

(d) if he was on leave on the 31st March of the preceding year, and continues to be on leave and has elected to subscribe during such leave, by the deduction which he causes to be made in this behalf from his salary bill for that month;

(e) if he was on foreign service on the 31 st March of the preceding year, by the amount credited by him to the Board on account of subscription for the month of April in the current year.

(4) The amount of subscription so fixed may be enhanced or reduced once at any time during the course of a year:

Provided that when the amount of subscription is so reduced, it shall not be less than the minimum prescribed in Cl. (1);

Provided further that if a subscriber is on leave without pay or leave on half pay or half average pay for a part of a calender month and has elected not to subscribe during such leave, the amount of subscription payable shall be proportionate to the amount of days spent on duty including leave, if any, other than those referred to above.

10. Transfer to foreign service or deputation out of India.

When a subscriber is transferred to foreign service or sent on deputation out of India, he shall remain subject to the provisions of the Fund in the same manner as if he were not so transferred or sent on deputation.

11. Realisation of subscriptions.

(1) The Board shall have power to deduct from the emoluments of any subscriber the subscription due from him and the principal and interest on the advance, if any, made to him from the Fund.

(2) When emoluments are drawn from any other source the subscriber shall forward his dues monthly to the Secretary :

Provided that in the case of a subscriber on deputation to a body corporate, owned or controlled by Government, the subscription shall be recovered and forwarded to the Secretary by such body.

12. Interest.

(1) The Board shall pay to the credit of the account of a subscriber interest at such rates as may be determined for each year by the Central Government for the General Provident Fund (Central Services) according to the method of calculation prescribed from time to. time by them :

Provided that, if the rate of interest determined for a year is less than 4 per cent., all subscribers to the Fund in the year preceding that for which the rate has for the first time been fixed at less than 4 per cent., shall be allowed interest at 4 per cent.:

Provided further that a subscriber who was previously subscribing to any of the Provident Funds, referred to in bye-law 23 and whose subscriptions, together with interest thereon, have been transferred to his credit in this fund under the said bye-law shall also be allowed interest at 4 per cent., if he had been receiving that rate of interest under a provision similar to that of the first proviso to this bye-law.

(2) Interest shall be credited with effect from the 31st March of each year in the following manner—

(i) on the amount to the credit of a subscriber on the last day of the preceding year, less any sum withdrawn during the current year—interest for twelve months;

(ii) on sums withdrawn during the current year interest from the beginning of the current year upto the last day of the month preceding the month of withdrawal;

(iii) on all the sums credited to the subscriber's account after the last day of the preceding year—interest from the date of deposit upto the end of the current year;

(iv) the total amount of interest shall be rounded off to the nearest whole rupee (fifty paise counting as the next higher rupee):

Provided that when the amount standing to the credit of a subscriber has become payable, interest shall thereupon be credited under this bye-law in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be, upto the date on which the amount standing to the credit of the subscriber becomes payable.

(3) In this bye-law, the date of deposit shall, in the case of recovery from emoluments, be deemed to be the first day of the month in which it is recovered, and in the case of an amount forwarded by the subscriber, shall be deemed to be the first day of the month of receipt, if it is received by the Secretary before the fifth day of that month, but it is received on or after the fifth day of that month, the first day of the next succeeding month:

Provided that where there has been a delay in the drawal of pay or leave salary and allowances of a subscriber and consequently the recovery of his subscription towards the Fund, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriber was due under the rules, irrespective of the month in which it was actually drawn;

Provided further that in the case of an amount forwarded in accordance with the proviso to Cl. (2) of bye-law 11, the date of deposit shall be deemed to be the first day of the month if it is received by the Secretary before the fifteenth day of that month.

(4) In addition to any amount to be paid under bye-law 19, 20 or 21 interest thereon upto the end of the month preceding that in which the payment is made, or upto the end of the sixth month after the month in which such amount became payable whichever of these periods be less, shall be payable to the person to whom such amount is to be paid :

Provided that where the Secretary has intimated to that person (or his agent) a date on which he is prepared to make payment in cash, or has posted a cheque in payment to that person, interest shall be payable only upto the end of the month preceding the date as intimated, or the date of posting the cheque, as the case may be.

(5) The interest on amounts which under Cl. (2) of bye-law 11, Cl. (5) of bye-law 14, bye-law 19 or 20 are placed to the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively prescribed under Cl. (1) and so far as may be in the manner rescribed therein.

13. Advances from the Fund.

(1) The Secretary may sanction the payment to any subscriber of an advance consisting of a sum of whole rupees and not exceeding an amount equal to three months' pay or half the

amount standing to his credit in the Fund, whichever is less, for one or more of the following purposes—

(a) to pay expenses in connection with the illness or a disability, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him;

(b) to meet the cost of higher education, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him in the following cases, namely :—

(i) for education outside India for an academic, technical, professional or vocational course beyond the High School stage; and

(ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is for not less than three years;

(c) to pay obligatory expenses on a scale appropriate to the status which by customary usage the subscriber has to incur in connection with marriages or other ceremonies of himself Or of his children or of any other person actually dependent on him:

Provided that the condition of actual dependence shall not apply in the case of a son or daughter of the subscriber;

Provided further that the condition of actual dependence shall not apply in the case of an advance required to meet the funeral expenses of the parent of a subscriber;

(d) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other source :

Provided that the advance under this clause shall not be admissible to a subscriber who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against the Board in respect of any condition of service or penalty imposed on him;

(e) to meet the cost of his defence where the subscriber is prosecuted by Board in any court of law or where the subscriber engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part.

(2) An advance shall not, except for special reasons to be recorded in writing, be granted to any subscriber in excess of the limit laid down in Cl. (1) or until repayment of the last instalments of any previous advance together with interest thereon, provided that if the reason is of a confidential nature it may be communicated to the Secretary personally and/or confidentially.

Note.-For the purpose of this bye-law, pay includes dearness pay, where admissible.

14. Recovery of advances.

(1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct: but such number shall not be less than twelve, unless the subscriber so elects and more than twenty-four. In special cases where the amount of advance exceeds three months' pay of the subscriber under Cl. (2) of bye-law 13, the sanctioning authority may fix such number of instalments to be more than twenty-four but in no case more than thirty-six. A subscriber may at his option, repay more than one instalment in a month.

Each instalment shall be a number of whole rupee, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

(2)

(a) Recovery shall be made in the manner prescribed in Bye-law 11 for the realisation of subscriptions, and shall commence, with the issue of pay for the month following the one in which the advance was drawn;

(b) recovery shall not be made except with the subscriber's consent while he is in receipt of subsistence grant or is on leave other than leave on average pay or earned leave of less than one month of 30 days' duration, as the case may be. The recovery may be postponed, on the subscriber's written request by the sanctioning authority during the recovery of the advance of pay granted to the subscriber.

(3) If more than one advance has been made to the subscriber, each advance shall be treated separately for the purpose of recovery.

(4)

(a) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent, of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal;

(b) interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal, but if the period referred to in sub-clause (a) exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly instalments. The method of recovery shall be that as prescribed in Cl. (2). Payments, shall be rounded to the nearest rupee in the manner prescribed in sub-clause (iv) of Cl. (2) of Bye-law 12.

(5) If an advance has been granted to a subscriber and drawn by him and the advance is ; subsequently disallowed before repayment is completed, the whole or balance of the ; mount withdrawn shall, with interest at the rate provided in Bye-law 12, forthwith be repaid by the subscriber to the Fund, or in default, be ordered by the Secretary to be recovered by deduction from the emoluments of the subscriber in a lump-sum or in monthly instalments not exceeding twelve as may be directed by the authority competent t) sanction an advance for the grant of which, special reasons are required under Cl. (2) of I ye-law 13.

(6) Recoveries made under this bye-law shall be credited as they are made to the subscribers' account in the Fund.

15. Wrongful use of advance.

Notwithstanding anything contained in these e-laws, if the sanctioning authority is satisfied that money drawn as an advance from ; Fund under Bye-law 13 has teen utilised for a purpose other than that for which sanction was given for the drawal of money, the amount in question shall with interest at ; rate provided in Bye-law 12 forthwith be repaid by the subscriber to the Fund, or in u -fault, be ordered to be recovered by deduction in a lump-sum or in such number of monthly instalments as may be determined by the Secretary/Chairman, from the emoluments of the subscriber, even if he be on leave. If the total amount to be repaid be n ore than half the subscriber's emoluments recoveries shall be made in monthly instalment from his emoluments till the entire amount is repaid by him.

Note.-The term 'emoluments' in this bye-law does not include subsistence grant.

16. Withdrawals from the Fund.

Subject to the condition specified herein, withdrawals may be sanctioned by the Secretary at any time after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of retirement or superannuation, whichever is earlier, from the amount standing to his credit in the Fund, for one or more of the following purposes, namely :—

(a) meeting the cost of higher education, including where necessary the travelling expenses of any child of the subscriber in the following cases, namely :—

(i) for education outside India for academic, technical, professional or vocational course beyond the High School stage;

(ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage provided that the course of study is for not less than three years;

(b) meeting the expenditure in connection with the marriage of the subscriber's sons or daughters and any other female relation actually dependent on him;

(c) meeting the expenses in connection with illness including where necessary, the travelling expenses of the subscriber or any person actually dependent on him;

(d) building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of loan expressly taken for this purpose, or reconstructing, or making additions or alterations to a house already owned or acquired by a subscriber;

(e) purchasing a house-site or repaying any outstanding amount on account of loan expressly taken for this purpose;

(f) for constructing a house on a site purchased under Cl. (e).

Note.—A subscriber who has availed himself of an advance under the Scheme of the Ministry of Works and Housing for the grant of advances for house-building purposes, or has been allowed any assistance in this regard from any other Government source or from the Board, shall be eligible for the grant of final withdrawal under Cls. (d), (e) and (f) for the purposes specified therein and also for the purpose of payment of any loan taken under the aforesaid scheme subject to the limit specified in the proviso to Cl. (1) of Bye-law 17.

17. Conditions for withdrawal.

(1) Any sum withdrawn by a subscriber at any time for one or more of the purposes specified in Bye-law 16 from the amount standing to his credit in the Fund shall not, ordinarily exceed one-half of such amount or six months' pay, whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit upto 3/4ths of the balance at his credit in the Fund having due regard to (i) the object for which the drawal is being made, (ii) the status of the subscriber, and (iii) the amount to his credit in the Fund :

Provided that in the case of a subscriber who has availed himself of an advance under the scheme of the Ministry of Works and Housing for the grant of advances for house building purposes, or has been allowed any assistance in this regard from any other Government source, or from the Board, the sum withdrawn under this sub-clause with the amount of advance taken under the aforesaid scheme or the assistance taken from any other Government source or from the Board shall not exceed Rs. 75,000 or five years' pay, whichever is less.

(2) A subscriber who has been permitted to withdraw money from the Fund under Bye-law 16 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it has been withdrawn, and if he fails to do so, the whole of the sum so withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump-sum together with interest thereon at the rate determined under Bye-law 12 by the subscriber to the Fund, and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump-sum or in such number of monthly instalments, as may be determined by the Secretary/Chairman.

18. Conversion of an advance into withdrawal.

A subscriber who has already drawn or may draw in future an advance under Bye-law 13 for any of the purposes specified in Cls. (a), (b) or (c) of Bye-law 16, may convert at his discretion by written request addressed to the Secretary, the balance outstanding against it (with interest) into a final withdrawal on his satisfying the conditions laid down in Bye-laws 16 and 17.

19. Final withdrawal of accumulations in the Fund.

When a subscriber quit; the service the amount standing to his credit in the Fund shall become payable to him :

Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service shall, if required to do so by the Board, repay any amount paid to him from the Fund in pursuance of this bye-law with interest thereon at the rate provided in Bye-law 12 in the manner provided in the proviso to Bye-law 20. The amount so repaid shall be credited to his account in the Fund.

Explanation I.

A subscriber who is granted/refused leave shall be deemed to have quitted the service from the date of compulsory retirement or on the expiry of an extension of service.

Explanation II.

A subscriber, other than one who is appointed on contract or one who has retired from service and is subsequently re-employed with or without a break in service, when he is transferred without any break in service to a new post under a State Government or in another department of the Central Government (in which he is governed by another set of Provident Fund Rules) and without retaining any connection with his former post. In such case, his subscriptions together with interest thereon shall be transferred—

(a) to his account in the other Fund in accordance with the bye-laws of that Fund, if the new post is in another department of the Board, or

(b) to a new account under the State Government or Central Government concerned if the new post is under a State Government/Central Government if that Government consents, by general or special order, to such transfer of subscriptions and interest.

Note.-Transfers shall include cases of resignations from service in order to take up appointments in Central Government or under the State Government without any break and with proper permission of the Board; in cases where there has been a break in service it shall be limited to the joining time allowed to transfer to a different station. The same shall hold good in cases of retrenchments followed by immediate employment.

Explanation III.

When a subscriber is transferred, without any break, to the service under a body corporate owned or controlled by Government, the amount of subscriptions, together with interest thereon, shall not be paid to him but shall be transferred, with the consent of that body to his new Provident Fund Account under that body. Transfer shall include cases of resignation from service in order to take up appointment under a body corporate owned or controlled by Government, without any break and with proper permission of the Board. The time taken to join the new post shall not be treated as a break in service if it does not exceed the joining time admissible to a Government servant on transfer from one post to another.

Note.-In terms of explanation III when a subscriber is transferred, without any break, to the service under a body corporate, owned or controlled by Government, the amount of subscriptions together with the interest thereon is not paid to him but is transferred with the consent of that body to his new Provident Fund account under that body.

Interest in the type of cases mentioned above should be allowed in accordance with the provisions of Cl. (4) of Bye-law 12 as if the Board's servant concerned quitted service.

In terms of these bye-laws interest on Provident Fund balances is allowed upto the end of the month preceding that in which the payment is made or upto the end of the sixth month from the month in which the accumulated amount became payable, whichever of these periods be less. It is, therefore, emphasised on the Administrative authorities that transfer of Provident Fund balance in such cases should be effected as early as possible within a period of six months of the transfer of the person concerned.

20. Retirement of subscriber.

When a subscriber—

(a) has proceeded on leave preparatory to retirement, or

(b) while on leave, has been permitted to retire or been declared by a competent medical authority to be unfit for further service;

the amount standing to his credit in the Fund shall, upon application made by him in that behalf to the Secretary, become payable to the subscriber:

Provided that the subscriber if he returns to duty shall, if required to do so by Board, repay to the Fund for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this bye-law with interest thereon at the rate provided in Bye-law 12 in cash or securities or partly in cash and partly in securities, by instalments or otherwise, by recovery from his emoluments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under Cl. (2) of Bye-law 13.

21. Procedure on the death of subscriber.

On the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable, before payment has been made—

(i) when the subscriber leaves a family—

(a) if a nomination made by the subscriber in accordance with the provisions of Bye-law 6 or of the corresponding rule/bye-law heretofore in force in favour of a member or members of his

family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;

(b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares :

Provided that no share shall be payable to

(i) sons who have attained majority;

(ii) sons of a deceased son who have attained majority;

(iii) married daughters whose husbands are alive;

(iv) married daughters of a deceased son whose husbands are alive. If there is any member of the family other than those specified in sub-clauses (i),

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of sub-clause (i) of the first proviso;

(ii) when the subscriber leaves no family, if a nomination made by him in accordance with the provisions of Bye-law 6 or of the corresponding rule/bye-law heretofore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

22. Manner of payment of amount in the Fund.

(1) When the amount standing to the credit of a subscriber in the fund becomes payable, it shall be the duty of the Secretary to make payment on receipt of a written application in this behalf as provided in Cl. (3).

(2) If the person to whom under these bye-laws, any amount is to be paid, is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act, 1912, the payment shall be made to such manager and not to the lunatic.

(3) Any person who desires to claim payment under this bye-law shall send a written application in that behalf to the Secretary. Payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

Note.-When the amount standing to the credit of a subscriber has become payable under Bye-laws 19, 20 or 21, the Secretary shall authorise prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

23. Procedure on transfer to Board's service of a person from the service under a body corporate, owned or controlled by Government.

If a Board servant admitted to the benefit of the Fund was previously a subscriber, to any Provident Fund of a body corporate, owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act, 1860 or of the State Government or Central Government, the amount of his subscriptions and the employer's contribution, if any, together with the interest thereon shall be transferred to his credit in the Fund with the consent of that body. His service will not count towards Pension under the Board. In case, he was a subscriber to the Contributory Provident Fund, he may, at his option refund the employer's contribution together with interest thereon to the Board whereupon his service prior to the date of his permanent transfer will count for pension.

24. Relaxation of the provisions of the rule in individual Cases.

When the Board is satisfied that the operation of any of these bye-laws causes or is likely to cause undue hardship to a subscriber, Board may, notwithstanding anything contained in these bye-laws deal with the case of such subscriber in such manner as may appear to them to be just and equitable.

25. Annual statement of account to be supplied to subscriber.

(1) As soon as possible after the close of each year, the Secretary shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1st April of the year, the total amount credited or debited, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Secretary shall attach to the statement of account an enquiry whether the subscriber—

(a) desires to make any alteration in any nomination made under Bye-law 6 or under the corresponding bye-law heretofore in force;

(b) has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to Cl. (1) of Bye-law 6.

(2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors, if any, should be brought to the notice of the Secretary within one month from date of the receipt of the statement.

26. Accounts and Audit.

(1) All sums paid into and from the Fund under these bye-laws shall be accounted for in the books of the Board in an account named "The Cair Board General Provident Fund Account".

(2) Such accounts shall be examined and audited annually by the auditors appointed under sub-section (2) of Sec. 17 of the Act.

(3) All expenses of the Fund shall be met from the income of the Funds as far as possible. If the income is not sufficient to meet all expenses, the deficit shall be met from the Cair Fund.

(4) The custody and disbursement of the Fund shall be regulated under Bye-laws 25 and 26 of the Cair Board (Transaction of Business, Conditions of Service of Employees and Maintenance of Accounts) Bye-laws, 1955, exactly in the same manner as the Funds of the Board.

27. Winding up of the Fund.

(1) The Fund shall be wound up—

(a) if the Board were to be dissolved by notification under Sec. 11 of the Act; or

(b) by a resolution of the Board approved by the Central Government.

(2) On the winding up of the Fund, the assets shall be realised and distributed amongst subscribers in accordance with their accounts.

28. FIRST SCHEDULE

FIRST SCHEDULE

[Bye-law 6 (3)]

Subscriber's name : Shri/Smt

Depositor Account No.

Nomination Register Folio No.

SUBSCRIBER'S NOMINATION

I. When the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below who is a member of my family as defined in Bye-law 2 of the Cair Board General Provident Fund Bye-laws, 1977 to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid :—

1. Name and address of the nominee in the event of subscriber's death.....

2. Relationship with subscriber.....

3. Age.....

4. Name, address and relationship of person, or persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

Dated this.....day of.....19.....at.....

Signature of subscriber.....

Designation.....

Address.....

Signature of two witnesses with addresses.

(1)

(2)

N.B.-The subscriber should draw lines across the blank space below his last entry to prevent insertion of any names after he has signed.

Column 4 should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

Subscriber's name : Shri/Smt.

Depositor Account No.

Nomination Register Folio No.

SUBSCRIBER'S NOMINATION

II. When the subscriber has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below, who are members of my family as defined in bye-law 2 of the Cair Board General Provident Fund Bye-laws, 1977 to receive the amount that may stand to my credit in the Fund in the event of my death, before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :—

Name and address of nominees in the event of the subscriber's death	Relationship with subscriber	Age	Amount of share of accumulations to be paid to each	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.
1	2	3	4	5	6

Dated this.....day of 19.....at.....

Signature of subscriber.....

Designation.....

Address.....

Signature of two witnesses with addresses.

(1)

(2)

N.B.-The subscriber should draw lines across the blank space below his last entry to prevent insertion of any names after he has signed.

Column 4 should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

Subscriber's name : Shri/Smt.

Depositor Account No.

Nomination Register Folio No.

SUBSCRIBER'S NOMINATION

III. When the subscriber has no family and wishes to nominate one person.

I, having no family as defined in Bye-law 2 of the Cair Board General Provident Fund Bye-laws, 1977, hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid :—

1.Name and address of the nominee.....

2.Relationship with subscriber.....

3.Age.....

4. Contingencies (**) on the happening of which the nomination shall become invalid
.....

5. Name, address and relationship of the person, or persons, if any, to whom the right of the nominee shall pass, in the event of his predeceasing the subscriber.....

Dated this.....day of..... 19.....at.....

Signature of subscriber.....

Designation.....

Address.....

Signature of two witnesses with addresses.

(1)

(2)

N.B.

The subscriber should draw lines across the blank space below his last entry to prevent insertion of any names after he has signed.

Column 4 should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

Subscriber's name : Shri/Smt.

Depositor Account No.

Nomination Register Folio No.

1.Note.-Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

SUBSCRIBER'S NOMINATION

IV. When the subscriber has no family and wishes to nominate more than one person.

I, having no family as defined in bye-law 2 of the Coir Board General Provident Fund Bye-laws, 1977, hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :—

Name and address of nominees in the event of the subscriber's death	Relationship with subscriber	Age	*Amount of share of accumulations to be paid to each	**Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.
1	2	3	4	5	6

Dated this.....day of.....19.....at.....

Signature of subscriber.....

Designation.....

Address.....

Signature of two witnesses with addresses :

(1)

(2)

N.B.-The subscriber should draw lines across the blank space below his last entry to prevent insertion of any names after he has signed.

***This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.**

****Where a subscriber who has no family makes a nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.**
