

RULES FOR PROVIDENT FUND OF THE GUJARAT MEDICAL COUNCIL

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1. Definitions :-

In these rules, unless the context otherwise requires:

(a) "Family" means

(i) in the case of a male subscriber the wife and children of a subscriber, and the widow 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 rules relate, unless the subscriber subsequently indicates by express notification in writing to the Registrar that she shall continue to be regarded as a member of his family.

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

Provided that, if a subscriber by notification in writing to the Registrar 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 rules relate, unless the subscriber subsequently cancels formally in writing her notification excluding him.

Explanation 1. "Children" means legitimate children.

Explanation 2. An adopted child shall be considered to be a child, when the Registrar or if any doubt arises in the mind of the Registrar the Solicitor to the Government of Gujarat is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only:

(b) "Fund" or "Provident Fund" means the Provident Fund established and maintained under these rules:

¹ (c) "Pay" means pay, substantive and officiating, special pay or leave salary and includes dearness pay:

Explanation.- While there shall be no change in the scale of pay attached to the various posts and the basis on which dearness allowance is calculated, out of the dearness allowances and additional dearness allowance admissible, the following amount shall be treated as dearness pay in relation to pay in the different pay ranges specified below, for the purpose of computing the rate of subscription towards provident fund.

	Pay range	Amount of Dearness pay
i.	upto Rs. 1300-	36% of pay
ii.	Above Rs. 1300 and upto Rs. 12,157/-	27% of pay subject to a minimum of Rs. 108/- and
		a maximum of Rs. 243.
iii.	Above Rs. 12,157 and upto Rs. 112,399/-	Amount by which pay falls short of Rs. 2,400/-

(d) "Year" means financial year.

1. Amended by Govt. Notification No. GHP/37/GMC 1081/4534DH

dated 24-12-81.

2. Application :-

These rules shall apply to the employees of the Council for whom subscription to the provident fund is compulsory under sub-rule (3) of rule 101 of the Gujarat Medical Council Rules, 1969.

3. Management :-

The Fund shall be administered by the Registrar under the direction of the Council in accordance with these rules.

4. Constitution of Fund :-

(1) The Fund shall be made up of

(a) subscriptions.

(b) Contributions, and

(c) Interest on subscriptions and contributions.

(2) The Council shall, as soon as practicable and in any case at least every six months, invest in the name of the Council the corpus and all monies of the Fund through the State Bank of India in Government securities within the meaning of clause (a) of section 2 of the Indian Securities Act, 1920, or in securities of the nature specified in clauses (c) and (d) of section 20 of the Indian Trusts Act, 1982:

Provided that, monies which are required to be applied immediately or within twelve months may be deposited with the State Bank of India or any other Bank approved by the State Bank of India or any other Bank approved by the State Government in this behalf.

5. Rate of Subscription and Manner of Recovery :-

(1) The amount of subscription shall be fixed by the subscriber himself, subject to the following conditions, that is to say,

(a) It shall be expressed in whole rupees: and

(b) It may be any sum expressed in whole rupees not being less than 8 1/3 percent of his pay and not more than 20 percent thereof.

(2) The subscriber shall intimate to the registrar the fixation of the amount of his subscription in writing when he is first required to join the Provident Fund and thereafter, at least one month before

the commencement of each year.

[(2A) the rate of subscription towards provident fund in relation to dearness pay under clause (b) of sub-rule (1) shall have effect on and from 1st April, 1979, provided where the subscriber concerned desires to pay the arrears of subscription from 30 th September 1977 or from a subsequent date shall have effect from that date.]

(3) The amount of subscription so fixed shall remain unchanged throughout the year.

(4) Subscription as fixed by the subscriber under sub-rule (2) shall be deducted every month from his pay and credited to his account. It shall be considered as paid to the fund on the first day of the month following that in respect of which the pay is due.

6. Contributions :-

The contribution of the Council shall be equal to 8 1/3 per cent of the subscriber's pay during the year, and shall be made yearly on 31st March except in the case of death or retirement of a subscriber when the contribution of the Council to that subscriber's account shall be calculated to date. The amount of contribution payable by the Council shall be rounded off to the nearest whole rupee (i.e. fifty paise and above shall be treated as one rupee, and amounts less than fifty paise shall be ignored.).

7. Gratuity :-

(1) If an employee of the Council retires or resigns or dies while in service or if his services are terminated by the Council, the Council shall pay to such employee the gratuity at the following rates namely:

(a)	On the death or physical or	One month's pay for each
	mental disability of an	completed year of service
	employee while in service of	upto 15 years and one
	the Council.	fourth of a month's pay for
		each completed year of service
		thereafter to be paid to
		the employee or his heirs,
		executors assignees or
		nominees, as the case may
		be.
(b)	On voluntary retirement or	One month's pay for each
	resignation of an employee	completed year of service for

	after 15 years continuous	the first 15 years and one-
	service.	fourth of a month's pay per
		year of service thereafter.
(c)	One compulsory retirement	
	from service or on termination	
	of an employee's service	
	by the council:	
	(i) after completion of service	Three fourth of a month's
	of 10 years or more	pay for each completed year
	but less than 15 years.	of service.
	(ii) after completion of 15	One month's pay per year of
	years continuous service	service for the first 15 years
		and one-fourth of a month's
		pay for each completed year
		of service thereafter.

Provided that if the employee of the Council who is not entitled to receive gratuity under clause (b) or (c) and who retires, or resigns or whose services are terminated by the Council after completion of at least five year's continuous service, he shall also be paid gratuity at the rate of half month's pay for each completed year of service.

(2) Gratuity shall also be payable to an employee who is dismissed from the service of the Council:

Provided that where the dismissal is on account of any misconduct, it shall be open to the Council to deduct from the amount of gratuity payable, an amount not exceeding one-third of the amount of gratuity payable:

Provided further that where the dismissal is on account of dishonesty or for causing loss to the property of the Council, it shall be open to the Council to make deduction from the amount of gratuity payable, to the extent of the whole of the loss caused to the Council.

(3) Pay shall be computed on the basis of 12 months' pay immediately preceding death, retirement, resignation or termination. It shall be exclusive of dearness and other allowances.

[Provided that the dearness pay as defined in clause (c) of rule 1 shall be counted as pay for the purpose of gratuity.]

8. Rate of Interest :-

(1) Interest, at the same rate as is fixed by the Government of Gujarat from time to time for a subscriber to the General Provident Fund shall be allowed by the Council on the amount at the credit of a subscriber, and shall be credited annually on the 31st March or when any subscriber, quits service or dies while in service, on the date of his quitting service, or death, as the case may be.

(2) If the interest payable under this rule exceeds the interest earned by the Council on the investments of the Provident Fund, such excess shall be provided by the Council.

9. Accounts :-

(1) A separate account shall be kept for each subscriber showing the amount of his own personal subscriptions, with the interest thereon as it accrues, and his share of the yearly contribution of the Council with interest thereon and the amount of advances outstanding, if any. The account shall be maintained in whole rupees, fractions of a rupee equal to or exceeding fifty paise being counted as one rupee and fractions of a rupee less than fifty paise being ignored. A copy of his account for the previous year shall be furnished to each subscriber not later than 31st July in each year.

(2) The Council shall deposit each year in the Fund an amount to be fixed, with reference to the charges to be met by the Council in payment of liability to the Fund,

(3) The following books of account shall be maintained:- (a) Provident Fund Ledger, (b) Register of subscribers: (c) Provident Fund Cash Book: (d) Register of Advances and Recoveries: (e) Investment Register; and (f) Interest Account Book.

10. Circumstances in which accumulations are payable :-

The total sum at the credit of a subscriber shall be payable to him on the termination of his service subject to the right of the Council to deduct therefrom any sum due to themselves, provided that, the total sum deducted shall not exceed the total of their contributions credited to his account and, provided that

(a) a subscriber who resigns his post within five years after his admission to the Fund shall be entitled to receive his own subscriptions and his share in the complete accrued interest of the Fund, and with the sanction of the Council also the contribution made to his account by the Council.

(b) If a subscriber is permanently disabled or Invalidated he will ordinarily receive his subscriptions, the contribution of the Council in his behalf, and his share in the whole of the accrued interest at whatever stage of his service, he is disabled or invalidated.

(c) If a subscriber is dismissed or removed from service on grounds of gross misconduct or fraud, he shall not be entitled to any contribution by the Council. Such a subscriber shall be entitled to receive his own subscriptions and his share in the complete accrued interest of the Fund, provided that, if the order of dismissal is subsequently cancelled, the amount of the contribution of the Council to his account shall, on his reinstatement in the service, be replaced at his credit in the Fund.

11. Payments :-

When the amount standing to the credit of a subscriber in the Fund or the balances thereof after any deduction under rule 10 becomes payable, it shall be the duty of the REgistrar to make Payment as provided in section 4 of the Provident Fund Act, 1925.

12. Advances :-

(1) The President, in the case of the Registrar, and the Registrar, in the case of other staff, may at their discretion, grant advances to subscribers out of the fund towards any of the following purposes:

(a) to pay expenses incurred in connection with the illness of a subscriber or a member of his Family:-

(b) to pay expenses in connection with marriages or other ceremonies which by the religion of the subscriber is Incumbent upon him to perform and in connection with which it is obligatory that expenditure should be incurred.

(2) The advances shall not ordinarily exceed three months' pay and shall in no case exceed the amount of the subscriber's subscriptions including accrued interest.

(3) When an advance has already been granted to a subscriber, no subsequent advance shall be granted to him, except for every special reasons to be recorded in writing, until at least twelve calendar months have elapsed since the complete repayment of the advance taken.

(4) The amount of any advance to a subscriber under this rule shall be debited to a separate account of such subscriber as against his

own contributions to the Fund and will operate to reduce protanto the amount standing to his credit in the Fund, from time to time, until the advance shall be recovered, the recoveries being credited to the said account as and when made. No Interest will be credited to the account of any subscriber to whom an advance has been made of any amount for the time being debited to his account as representing an outstanding advance.

(5) An advance shall be recovered from the monthly pay of the subscriber in such number of equal monthly installments, not being more than 36 in any case, as the sanctioning authority at the time of sanctioning the advance may direct. The recovery shall commence on the first occasion after the advance is made, when the subscriber draws pay or leave salary on full pay for a whole month and shall be in addition to the usual subscription.

Note.- A subscriber may, however at his option make repayment in less than the number of installments fixed as hereinabove provided. No installments will be recovered from the salary of any subscribe who is on leave, unless such leave is leave on full pay. When two or more advances are made, each advance should be treated separately and the monthly deduction of not less than 1/24th of each advance shall be made until the advance is cleared.

(6) The installments shall be paid by compulsory deductions from substantive pay and shall be in addition to the usual subscriptions.

(7) When an advance is repayable in twelve installments, an additional installment representing Interest at the rate of 3-½ percent of the amount of the advance shall be paid in the month following that in which the last installment is paid. Similarly two additional installments representing interest, each at the rate of 3-1/2 percent of the total amount of the advance, shall be paid when the advance is repayable in more than 12 installments. In calculating interest as above, a fraction of a rupee shall be taken at the next higher whole rupee if it exceeds fifty paise, and shall be ignored if it does not.

13. Withdrawal from Fund :-

(1) Subject to the provision of this rule the Council may, at any time after completion of twenty-five yeas of service of a subscriber or within five years before the date of his retirement on superannuation, which ever is earlier, sanction withdrawal by him from the amount standing to his credit in the Fund for meeting

expenditure in connection with the marriage of the subscriber's son or daughter or any other female relation dependent on him.

(2) In respect of the marriage of the subscriber's son or daughter or a female relation dependent on him the sum withdrawn by the subscriber under sub-rule (1) shall, subject to sub-rule (3), not exceed-

(a) three months' pay in the case of his son, and six months' pay in any other case, of the subscriber: or

(b) the amount actually subscribed by him alongwith interest thereon standing to his credit: whichever is less.

(3) In special cases, the maximum limit in clause (a) of sub-rule (2) may be relaxed by the Council, but in no case shall the amount sanctioned exceed six months' pay, in the case of his son, and ten months' pay in any other case, of the subscriber.

(4) If two or more marriages are to be celebrated simultaneously, the amounts admissible in respect of each such marriage' shall be determined as if the withdrawals are sanctioned separately one after another.

(5) In respect of the same marriage, the subscriber may either withdraw the money under sub-rule (1) of this rule or draw an advance under rule 12.

(6) A subscriber, who has already drawn or may draw in future a refundable advance under rule 12, may convert at his discretion, by written request, the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in this rule.

(7) Withdrawal by a subscriber from the amount standing to his credit in the fund shall be permitted not earlier than three months preceding the month in which the marriage actually takes place.

(8) A subscriber shall furnish a certificate to the Council within the period of one month from the date of marriage, or if he is on leave within one month on return from leave, that the money has actually been utilised for the purpose for which it was 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 together with the interest thereon at the rate determined under Rule 8, from the month of withdrawal shall be redeposited into the fund forthwith by the subscriber.

14. Nomination :-

(1) The Registrar shall, as soon as may be, require every subscriber to the fund to make a nomination conferring the right to receive the amount that may stand to his credit in the fund in the event of his death before quitting service of retirement from the service of the Council.

(2) Each subscriber who at the time of joining the Fund, has a family, shall fill in and sign the nomination in Form "A" appended to these rules. A subscriber who, at the time of joining the Fund, has no family, shall fill in and sign the nomination in Form 'B' appended to these rules. Provided that a nomination made in Form 'B' shall be deemed to have been made in accordance with these rules only for so long as the subscriber has no family.

(3) If the subscriber at any time acquires a family, he shall fill in and sign the nomination in Form "A" and forward the same to the Registrar as provided hereinabove, and if he has under this rule nominated any person other than a member of his family, he shall cancel the previous nomination.

(4) A subscriber may in his nomination distribute the amount that may stand to his credit in the Fund amongst his nominees at his own discretion.

(5) A nomination may be cancelled by a subscriber and replaced by any nomination which is permitted to be made under this rule.

15. Interpretation :-

The power of interpreting these rules and of deciding cases of dispute or doubt is vested in Government whose decision on all matters appertaining to and arising out of these rules or the disputes there under shall be final.