

REGISTERED



GOVERNMENT OF THE PUNJAB
SPECIAL EDUCATION DEPARTMENT

ORDER

SO(Estt)40-565/2021: WHEREAS, Deputy Director (Admn), Directorate General of Special Education, Punjab, Lahore vide letter dated 24.02.2023 forwarded letter of District Education Officer (Special Education), Gujranwala dated 07.02.2023 and letter of Headmaster, Govt. Special Education Centre, Sarai Alamgir, District Gujrat dated 02.02.2023 coupled with explanation letters issued to **Ms. Amara Amjad**, Junior Special Education Teacher (BS-16), Govt. Special Education Centre, Sarai Alamgir, District Gujrat (**'accused officer'**) and extracts of attendance register and ancillary documents, whereby it has been intimated that accused officer has been found absent from duties w.e.f. 14.12.2022 till date without prior approval / permission of Competent Authority.

2. **AND WHEREAS**, keeping in view the willful and unauthorized absence of the accused officer from duty without prior approval of leave by the Competent Authority, *as delineated above* and due to availability of sufficient documentary evidence on record, *while dispensing regular inquiry*, disciplinary proceedings were initiated against the accused officer vide Show Cause Notice dated **12.05.2023** under Section 7(b) read with Section 5(1)(a) of the PEEDA Act, 2006 (**'Act'**) on the following charge of misconduct on account of absence from duty:

"You have been found absent from your duties w.e.f. 14.12.2022 till date without prior permission / approval of leave by the Competent Authority."

3. **AND WHEREAS**, through the above said Show Cause Notice, the accused officer was directed to submit her defence reply within 07-day. Accordingly the accused officer filed written reply which was examined and found unsatisfactory, therefore, in order to finalize the disciplinary proceedings, *vide letter dated 31.05.2023*, the accused officer was afforded an opportunity of personal hearing under Section 7(d) of the Act *ibid* on **12.06.2023** and for said purpose **Deputy Secretary, Special Education** was appointed as **Hearing Officer** under Section 7 (d) of the Act *ibid*.

4. **AND WHEREAS**, the Hearing Officer after affording opportunity of personal hearing to the accused officer, submitted report of hearing proceedings stating therein that the accused officer appeared on **12.06.2023** and she while reiterating the stance already taken in her written defense, *inter alia*, contended that she belonged to Lahore and was working as Junior Special Education Teacher (BS-16) at Govt. Special Education Centre, Sarai Alamgir, District Gujrat which is about 200 kms from her hometown; that she suddenly had some feminine disease and due to her serious condition, the doctor restricted her from

travel and climbing stairs. The said situation was brought into the knowledge of the then Secretary, Special Education Department, therefore, keeping in view her health conditions, her services were attached at Govt. Model School of Hearing Impaired (Girls), Chauburji, Lahore for a period of 90-days vide order dated 14.09.2022; that she performed her duties there till 13.12.2022. But, till then, her medical issues could not be resolved; that due to which she did not remain able to attend her duties at Sarai Alamgir by travelling such a long way. Therefore, she informed the Headmaster, Govt. Special Education Centre, Sarai Alamgir, District Gujrat about her health condition and requested for grant of medical leave; that she being ignorant of the official procedure, considered it sufficient to inform the Headmaster about her health condition; that she is still under treatment and the doctor has not yet allowed her to travel. Lastly, she requested that she may be exonerated from the charge.

5. **AND WHEREAS**, the Hearing Officer after hearing, observed that the defense reply submitted by accused officer coupled with record annexed therewith manifestly shows that charge of absence from duty without prior intimation / approval of leave by Competent Authority, has not been denied by the accused officer rather she has submitted that due to her medical issues she was attached/adjusted in Govt. Model High School for Hearing Impaired (Girls), Chauburji, Lahore vide order dated 14.09.2022 for a period of 90-days but after lapse of said period her medical issues were still persistent and she was unable to join back at Govt. Special Education Centre, Sarai Alamgir, District Gujrat as it was very hard for her to travel and reside there. The Hearing Officer further observed that the stance of the accused officer that since she had medical issues, her absence is justified and not intentional, is indeed misconceived and based on self-assumed facts. The stance of the accused officer also shows her causal attitude towards performance of her official duties. The accused officer neither joined at Govt. Special Education Centre, Sarai Alamgir, Gujrat after expiry of her attachment period nor filed any application for grant of medical leave. Due to absence of accused officer, the special children of the school were deprived of their right of education.

6. **AND WHEREAS**, the Hearing Officer further observed that the accused officer was appointed in the year 2021 on contract basis for a period of five years and she is still a contract employee and her services are governed under the Contract Appointment Policy, 2004 and the terms and conditions laid down in offer of appointment dated 13.01.2021 duly accepted by her at the time of joining Govt. service. Clause 7 (c) of Guidelines for Fixing Terms and Conditions of Contract Appointments (Annex-B) of the Contract Appointment Policy-2004 provides as under;

*(c) Leave on medical grounds without pay shall be admissible on production of medical certificate by the competent authority as per Punjab Medical Attendance Rules, 1959. **However, if medical leave continues beyond 3 months, his contract shall be liable to be terminated.***

The Hearing Officer noticed that if the absence of accused officer, *which is for more than 7 months and reasons thereof are medical grounds as per stance of the accused taken in her reply*, is adjudged on the touchstone of above stated provision of Contract Appointment Policy-2004, it makes it abundantly clear that contract of the accused officer is liable to be terminated. Whereas, Clause 7(i) of the Annexure-B of the Contract Appointment Policy, 2004 titled *Guidelines for fixing terms and conditions of Contract Appointment*, provides as under;

*(i) The competent authority may allow Extra Ordinary Leave without pay under special circumstances up to two months during the tenure of 3 to 5 years to a contract employee. **However, the contractee during the first year of his appointment shall be entitled to extra ordinary leave (EOL) without pay for 15 days only.***

The Hearing Officer further observed that above provision of Contract Appointment Policy, 2004 shows that the accused officer was also not entitled for leave without pay for a period more than two months. Hence, the absence of accused officer for more than 7 months is unjustified. The Hearing Officer further observed that the medical record attached with the reply of the accused officer shows that the accused officer was restrained from travelling by the doctor on 12.12.2022 for a period of 3 months but after that she could have travelled but she preferred to remain absent from duty and she did not file any formal application. Moreover, the accused officer got herself examined from private doctor and medical record attached with her reply has been issued by a private doctor and not by any authorized medical officer as provided under Punjab Medical Attendance Rules, 1959 and Revised Leave Rules, 1981. Furthermore, the accused officer has stated in her reply that the charge is false and baseless but she failed to rebut the charge of absence from duty. The stance taken by the accused officer in her reply is contradictory and an attempt to undermine the disciplinary proceedings.

7. **AND WHEREAS**, the Hearing Officer further observed that the accused officer took another stance that she intimated the Headmaster concerned about her medical condition and did not file formal application; she being ignorant of official procedure considered it sufficient to intimate the Headmaster, this stance of the accused officer is naïve and liable to be spurned being contrary to record. No record of communication has been provided through which it could be established that the accused officer intimated the Headmaster concerned and requested for grant of medical leave. It is admitted that the accused officer never filed application for grant of medical leave and remained absent from duty without approval of leave by Competent Authority. Moreover, it is entrenched principle of law that ignorance of law is no excuse. The stance of the accused officer could not hold field in light of record available in the file. The Hearing Officer is of the view that the absence of the accused from duty for more than 7 months, was willful, intentional, un-authorized, without approval of leave

by Competent Authority and circumstances not extenuating in nature, therefore, she does not deserve lenient view.

8. **AND WHEREAS**, after having considered all aspects and material related to the case, reply of the accused officer with documents annexed therewith and report of Hearing Officer, it has been noticed by the undersigned that the accused officer was appointed in 2021 and by virtue of this fact, the accused officer is still a contract employee and her services are governed under the Contract Appointment Policy, 2004 and the terms and conditions laid down in offer of appointment dated 13.01.2021 duly accepted by her at the time of joining Govt. service. Clause 7(i) of the Annexure-B of the Contract Appointment Policy, 2004 titled *Guidelines for fixing terms and conditions of Contract Appointment*, provides that the competent authority may allow Extra Ordinary Leave without pay under special circumstances up to two months during the tenure of 3 to 5 years to a contract employee. However, the contractee during the first year of his appointment shall be entitled to extra ordinary leave (EOL) without pay for 15 days only. This clause made it abundantly clear that the accused officer was also not entitled for leave without pay for a period more than two months.

9. **AND WHEREAS**, as far as stance of accused officer that her absence, *which is for more than 7 months*, is due to medical grounds/reasons is concerned, it is noted that nothing had estopped the accused officer to at-least inform the department but as per record she neither applied for leave nor informed this department and preferred to proceed on leave without obtaining prior sanction of leave by competent authority. This fact is sufficient to establish that leave of the accused officer was unlawful and unauthorized and the same squarely tantamounts to misconduct. It is further noted that as per clause 7(c) of Contract Appointment Policy-2004, leave on medical grounds without pay shall be admissible on production of medical certificate by the competent authority as per Punjab Medical Attendance Rules, 1959. However, if medical leave continues beyond 3 months, his contract shall be liable to be terminated. The accused officer has not placed on record medical certificate duly issued by competent authority as per Punjab Medical Attendance Rules, 1959 which makes it abundantly clear that contract of the accused officer is liable to be terminated.

10. **AND WHEREAS**, absence from duty is a grave misconduct as defined under Section 2(n)(vii) of the Act *ibid* and entails serious consequences. Due to the absence of the accused officer, *who is still a contract employee*, from duties, *for a period which is more than 7 months*, special students of the Centre remained deprived of their right of education. It is manifestly clear that the conduct and careless attitude of the accused officer toward performance of her official duties, *being contract employee*, shows that she is not interested in performing Government job and her further retention in Government service will not serve any useful purpose for the department and special students.

11. **NOW THEREFORE**, I, **Saima Saeed**, Secretary Special Education being Competent Authority in the instant case, *for reasons recorded herein*

Saima Saeed

above, in exercise of powers vested upon me under Section 7(f) read with Section 4 of the Act *ibid*, am of the view that willful absence from duty without approval of leave by Competent Authority squarely falls within ambit of misconduct as defined under Section 2(n)(vii) of the Act *ibid* and constitutes culpable wrongdoing. Record fully corroborates that the accused officer has been found guilty of charge of absence from duty and the conduct of the accused towards performance of her official duty remained prejudicial to good service discipline and tantamounts to gross misconduct, therefore, *keeping in view the gravity of proven charge*, major penalty of "**Removal from service**" in terms of Section 4(1)(b)(v) is hereby imposed upon the accused officer and accordingly as per Clause 3(XVIII)(8) of the Contract Appointment Policy, 2004 her contract is hereby terminated.



(SAIMA SAEED)
SECRETARY to
GOVERNMENT OF THE PUNJAB
SPECIAL EDUCATION DEPARTMENT /
COMPETENT AUTHORITY

Dated Lahore, the
July 24th /2023

No. & Date Even:

A copy is forwarded for information and necessary action to the:-

1. **Accountant General** Punjab, Lahore.
2. **Director General**, Special Education Punjab, Lahore.
3. **Statistical Officer**, Directorate General of Special Education, Punjab, Lahore.
4. **District Education Officer (Special Education)**, Gujranwala to ensure delivery of this order to the accused under intimation to this department.
5. **Headmaster**, Govt. Special Education Centre, Sarai Alamgir, District Gujrat to ensure deliver of this order to the accused under intimation to this department.
6. **Accused officer concerned / Ms. Amara Amjad**, Junior Special Education Teacher (BS-16), Govt. Special Education Centre, Sarai Alamgir District Gujrat resident of House No. 35, Street No.3, Block-B, Eden Value Homes, Near Thokar Niaz Baig, Lahore.
7. **PS to Secretary** Special Education Department, Lahore.


SECTION OFFICER (ESTT.)