

REGISTERED



**GOVERNMENT OF THE PUNJAB
SPECIAL EDUCATION DEPARTMENT**

ORDER

No. SO(Estt)36-263/2019. WHEREAS, Deputy Director (Admn.) Directorate General of Special Education, Punjab had forwarded an application of **Ms. Maham Tanveer**, Junior Special Education Teacher (MC Field) (BS-16) Govt. Special Education Centre, Kamalia ('accused officer'), wherein she had requested for grant of medical leave w.e.f. 21.08.2023 to 03.11.2023 (75 days). Another correspondence addressed to District Education Officer (Spl.Edu.), Faisalabad was received from Principal, Govt. Special Education Centre, Kamalia, wherein he had stated that the accused officer was appointed on contract basis for the period of 05 years and she assumed the charge on 18.10.2019 and the service record of said teacher is as under;

Sr. No.	Period	Duty Period / Medical Leave / Maternity Leave	Status	Provision according to Contract appointment policy, 2004
1.	18.10.2019 to 19.09.2021 (702 days)	Duty Period	-	-
2.	20.09.2021 to 18.12.2021 (90 days)	Maternity Leave	Sanctioned	Admissible 01-time Maternity Leave during the contract period
3.	19.12.2021 to 10.01.2022 (22-days)	Duty Period	-	-
4.	11.01.2022 to 08.02.2022 (29 days)	Medical Leave	Sanctioned without pay	Contract appointee can avail 90-days leave on provision of medical certificate without pay during the contract period
5.	09.02.2022 to 08.01.2023 (394-days)	Duty Period	-	-
6.	09.01.2023 to 03.04.2023 (85-days)	Medical Leave	Sanctioned without pay	Contract appointee can avail 90-days leave on provision of medical certificate without pay during the contract period
7.	04.04.2023 to 20.08.2023 (138-days)	Duty Period	-	-
8.	21.08.2023 to 03.11.2023 (75 days)	Medical Leave	Not sanctioned	Contract appointee can avail 90-days leave on provision of medical certificate without pay during the contract period
9.	04.11.2023 to 19.11.2023 (16-days)	Duty Period	-	-
10.	20.11.2023 to 03.12.2023 (14-days)	Medical Leave	Submitted to District	Contract appointee can avail 90-days

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			Accounts Officer, for leave account title	leave on provision of medical certificate without pay during the contract period
11.	04.12.2023 to 15.12.2023 (12-days)	Medical Leave	Submitted to District Accounts Officer, for leave account title	Contract appointee can avail 90-days leave on provision of medical certificate without pay during the contract period

Comparative study of duty period, maternity leave and medical leave period of the said teacher shows that she has availed unauthorized medical leave. Through said correspondence it was requested to take strict disciplinary action under PEEDA Act, 2006 as per Contract Appointment Policy, 2004 on the charge that the accused officer is absent from duty without sanctioning / approval of her unauthorized medical leave which is also not admissible to her under the policy.

2. **AND WHEREAS**, in view of the peculiar facts of the case and keeping in view the willful/unauthorized absence of the accused officer from duty and availability of sufficient documentary evidence on record, *while dispensing regular inquiry*, disciplinary proceedings were initiated against the accused officer vide Show Cause Notice dated 24.02.2024 under Section 7(b) read with Section 5(1)(a) of the PEEDA Act, 2006 ('Act') on the following charges of misconduct:

"Your engagement as a contracted employee is subject to the stipulations outlined in the Contract Appointment Policy of 2004, as well as the terms and conditions delineated in the offer of appointment dated June 13, 2019, which were duly acknowledged by you upon commencement of your service. Specifically, it is explicitly stated therein that a leave without pay for a duration of 90 days on medical grounds is permissible. However, in the event that such medical leave extends beyond a period of three months, your contractual agreement shall be subject to termination. You are presently in contravention of the explicit provisions outlined in the Contract Appointment Policy of 2004, as well as the terms and conditions specified in the offer of appointment dated June 13, 2019, which you duly accepted. This violation is evidenced by your actions, wherein subsequent to availing a 90-day medical leave from January 11, 2022, to February 08, 2022 (29 days) and from January 09, 2023, to April 03, 2023 (85 days), you subsequently sought additional medical leave, commencing from August 21, 2023, to November 03, 2023 (75 days), followed by periods from November 20, 2023, to December 03, 2023 (14 days) and from December 04, 2023, to December 15, 2023 (12 days), amounting to a cumulative period of 101 days. Throughout these periods, you remained willfully absent from duty without prior

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permission / approval of leave by the Competent Authority. Furthermore, your applications for medical leave have been duly declined, substantiated by the rationale that, being a contracted employee, post the utilization of the stipulated 90-day medical leave period, any additional leaves on medical grounds are not admissible to you under the prevailing terms and conditions. Hence, your conduct towards performance of your duties is highly prejudicial to good service / discipline and tantamount to gross misconduct”.

3. **AND WHEREAS**, through the above said Show Cause Notice, the accused officer was directed to submit her written reply within 07-days. The accused officer submitted written reply which was considered and found unsatisfactory, therefore, in order to finalize the disciplinary proceedings, the accused officer was granted opportunity of personal hearing under Section 7(d) of Act *ibid* and for this purpose she was directed to appear before the Deputy Secretary, Special Education / Hearing Officer appointed under Section 7 (d) of the Act *ibid*.

4. **AND WHEREAS**, the Hearing Officer after affording an opportunity of personal hearing to the accused submitted hearing report whereby, he observed that the accused officer was appointed as Junior Special Education Teacher (MC Filed) (BS-16) vide order dated 18.10.2019 and posted at Govt. Special Education Centre Kamalia. The written response submitted by the accused officer delineates her denial of the charges, asserting that her absence from duty was not deliberate or intentional but rather attributable to medical and health issues, along with extenuating circumstances beyond her control. The Hearing Officer observed that a wade through the record reveals that the accused officer availed medical leaves for 29 days w.e.f. 11.01.2022 to 02.02.2022 and later for 85 days w.e.f. 09.01.2023 to 03.04.2023, but being contract employee, she was entitled for 90 days medical leave (*these leaves were sanctioned by the department vide orders dated 27.05.2022 and 27.05.2023 respectively*). After availing above medical leaves the accused officer filed another application for grant of medical leave w.e.f. 21.08.2023 to 03.11.2023 for a period of 75 days and before decision on the application absented herself from duty (*the request of the accused officer after due consideration was rejected by the Competent Authority vide order dated 08.01.2024*) and subsequently she remained absent from duty w.e.f. 20.11.2023 till date (*for a period more than 3 months*) on the ground of medical issues without prior permission / approval of leave by the Competent Authority which manifestly shows her irresponsible behavior towards discharge of her official duties. The accused officer availed self-sanctioned medical leaves w.e.f 21.08.2023 till 03.11.2023 without waiting for the approval of the competent authority and thereafter availed medical leave w.e.f 20.11.2023 till date. The leave application of the accused officer has been rejected vide order dated 08.01.2024, thus the same cannot be termed as period spent on leave. However, if, *for an instant merely for the sake of arguments*, the period w.e.f. 21.08.2023 till 03.11.2023 and w.e.f. 20.11.2023 till date (*the period during which the accused officer remained on self-claimed medical leave which spans over more than 5 months*) is considered on medical grounds, even then the absence of the accused

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officer w.e.f. 21.08.2023 to 03.11.2023 and again w.e.f. 20.11.2023 till date is deliberate, willful and unauthorized because she is not entitled for such long leave being a contract employee.

5. **AND WHEREAS**, the Hearing Officer further stated that the accused officer through her written reply has attempted to argue that the misconduct on account of absence from duty which has been committed by her is curable in nature, hence she deserves lenient treatment. Another stance of the accused officer as evinces from the perusal of written reply is that she considers her case to be covered under Revised Leave Rules, 1981, it is observed that the stance of the accused officer is misplaced and indeed misconceived because being contract employee her services are governed under the provisions of the Contract Appointment Policy, 2004 read with terms and conditions contained in offer letter duly signed by her at the time of joining the service. At this juncture, the accused officer cannot resile from the agreed and settled terms of service and assert otherwise.

6. **AND WHEREAS**, the Hearing Officer observed that the accused officer the accused officer has cited specific facts, encompassing but not limited to medical issues and the communication of her medical condition, including the transmission of medical certificates to the Headmaster concerned. These particulars necessitate the formal recording of evidence and statements from witnesses through a regular inquiry. This is also essential to determine the relevance and impact of the above-mentioned facts on the case of the accused officer or to establish their lack of influence. The Hearing Officer concluded that the accused officer has contested the facts associated with the case, rendering them contentious. Consequently, the circumstances have become subject to dispute, warranting the initiation of a formal inquiry. Resolving the factual intricacies and arriving at a well-founded conclusion is deemed challenging through summary proceedings. Therefore, a comprehensive regular inquiry is deemed necessary to elucidate the actual facts of the matter.

7. **AND WHEREAS**, the hearing report and other record relating to the instant case has been examined and it is found that since the absence has been denied by the accused officer, therefore, any penalty imposed based on summary proceedings will be against the interest of justice and will also defeat the provisions of PEEDA Act, 2006 and merits of the case. Therefore, the undersigned hereby orders initiation of disciplinary proceedings afresh against the accused officer under Section 3 read with Section 5 of the Punjab Employees Efficiency, Discipline and Accountability Act, 2006 by appointing **Mr. Qaiser Abbas Shah, Principal (BS-19), Govt. Secondary School for Hearing Impaired, Jhang** as Inquiry Officer to proceed against the accused Officer in terms of Section 5 read with Section 9 of the Act *ibid*.

8. The Inquiry Officer will proceed against the accused officer on the following charges of misconduct:

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1. The engagement of the accused officer as a contract employee is subject to the provisions outlined in the Contract Appointment Policy, 2004, as well as the terms and conditions delineated in the offer of appointment dated June 13, 2019, which were duly acknowledged by her upon commencement of her service. It is explicitly stated therein that a leave without pay for a duration of 90 days on medical grounds is permissible. However, in the event that such medical leave extends beyond a period of three months, her contractual agreement shall be subject to termination. The accused contravened these explicit provisions outlined in the Contract Appointment Policy, 2004, as well as the terms and conditions specified in the offer of appointment dated June 13, 2019, which she duly accepted. This violation is evidenced by her actions, wherein subsequent to availing a 90-day medical leave from January 11, 2022, to February 08, 2022 (29 days) and from January 09, 2023, to April 03, 2023 (85 days), she subsequently sought additional medical leaves, commencing from August 21, 2023, to November 03, 2023 (75 days), followed by periods from November 20, 2023, to December 03, 2023 (14 days) and from December 04, 2023, to December 15, 2023 (12 days), amounting to a cumulative period of 101 days. Throughout these periods, she remained willfully/unauthorizedly absent from duty without prior permission / approval of leave by the Competent Authority. Furthermore, the application for grant of medical leave have been declined / rejected by the Competent Authority vide order dated 08.01.2024 substantiated by the rationale that, being a contract employee, post the utilization of the stipulated 90-days medical leave period, any additional leaves on medical grounds are not admissible under the prevailing terms and conditions and Contract Appointment Policy, 2004.

2. The accused officer is absent from duty w.e.f. 16.12.2023 till date without approval of leave by the Competent Authority which shows that conduct of the accused officer towards performance of her duties is highly prejudicial to good service / discipline and tantamount to gross misconduct.

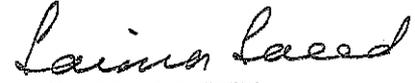
9. The accused officer is directed to submit her written defense to the Inquiry Officer, within 07 days of the receipt of this order. If she fails to submit her written defense within the prescribed period, it shall be presumed that either she has no defense to offer or she has declined to offer the same and she has accepted the charges.

10. Mr. Farhan Rasool, Senior Special Education Teacher (HI Field) (BS-17) Govt. Deaf & Defective Hearing School for Boys, Gujrat is appointed as Departmental Representative in terms of Section 9(1)(c) read with Section 12 of the Act *ibid.*

11. In case, the accused officer desires to consult any record on which the aforesaid charges are based or is relevant to the aforesaid charges, she may do so with prior arrangement with the Departmental Representative within **03** days of the receipt of this Order.

12. The Inquiry Officer will submit his report and recommendations to the undersigned within sixty days (**60 days**) of the initiation of inquiry in terms of Section 10(6) of the Act *ibid*.

Dated Lahore the
March 15th / 2024

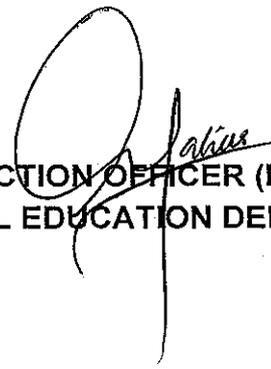

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SECRETARY SPECIAL EDUCATION /
COMPETENT AUTHORITY

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. District Accounts Officer, Faisalabad.
4. District Education Officer (Special Education), Faisalabad to ensure the delivery of this Notice to the accused officer on her official and residential address under intimation to this department.
5. Inquiry Officer / **Mr. Qaiser Abbas Shah**, Principal (BS-19), Govt. Secondary School for Hearing Impaired, Jhang.
6. **Mr. Farhan Rasool**, Senior Special Education Teacher (HI Field) (BS-17) Govt. Deaf & Defective Hearing School for Boys, Gujrat / Departmental Representative to ensure delivery of this order to the accused officer and discharge duties as per Section 12 of the PEEDA Act, 2006.
7. Principal, Govt. Special Education Centre, Kamalia to ensure the delivery of this order to the accused officer on her official and residential address and through all possible means under intimation to this department.
8. Accused officer / **Ms. Maham Tanveer**, Junior Special Education Teacher (MC Field) (BS-16), Govt. Special Education Centre, Kamalia, District Toba Tek Singh. Resident of House No. 322, H-Block, Mohallah Ali Pur, Okara.
9. PS to Secretary Special Education Department.


SECTION OFFICER (ESTT.)
SPECIAL EDUCATION DEPARTMENT