

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 vide letter dated 06.12.2023 forwarded an application dated 04.11.2023 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) after availing the leave without approval of Competent Authority. Another correspondence dated 13.12.2023, 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 a period of 05-years and she assumed the charge on 18.10.2019, the service record of the accused officer 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	Not sanctioned	Contract appointee can avail 90-days leave on provision of medical certificate without pay during the contract period
11.	04.12.2023 to 15.12.2023 (12-days)	Medical Leave	Not sanctioned	Contract appointee can avail 90-days leave on provision of medical certificate without pay during the contract period

2. **AND WHEREAS**, it was also informed that comparative analysis of duty period, maternity leave and medical leave period of the accused officer given above shows that the accused officer 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 has remained absent from duty without sanctioning / approval of her unauthorized medical leave, which is also not admissible to her under the Contract Appointment Policy, 2004.

3. **AND WHEREAS**, as per record, earlier this department sanctioned 29-days medical leave w.e.f. 11.01.2022 to 08.02.2022 (without pay) in favour of the accused officer vide order dated 27.05.2022 and then for a period of 85-days medical leave w.e.f. 09.01.2023 to 03.04.2023 (without pay) was sanctioned vide order dated 22.05.2023. However, the accused officer after availing the maximum medical leave admissible to her, as per *Contract Appointment Policy, 2004*, initially availed 75-days medical leave w.e.f. 21.08.2023 to 03.11.2023, later on availed 14-days medical leave w.e.f. 20.11.2023 to 03.12.2023 and then availed 12-days medical leave w.e.f. 04.12.2023 to 15.12.2023 without approval of Competent Authority as mentioned by the Head concerned and the leave availed by the accused officer is over and above the prescribed length of medical leave admissible to her being a contract employee. The request for grant of medical leave made by the accused officer for 75-days was rejected vide order dated 08.01.2024 being not maintainable and not admissible. As per record, Deputy Director (Admn.) DGSE vide

letter dated 26.01.2024 also forwarded absence report of the accused officer alongwith complete record and charge sheet recommending therein that the disciplinary proceedings may be initiated against the accused officer.

4. **AND WHEREAS**, keeping in view the facts of the case and ancillary documents, disciplinary proceedings were initiated against the accused officer vide Show Cause Notice dated 24.01.2023 under Section 7(b) read with Section 5(1)(a) of the PEEDA Act, 2006 ('Act') on the following charge 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 wilfully absent from duty without prior 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".**

5. **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

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**Education / Hearing Officer** appointed under Section 7 (d) of the Act *ibid*. After hearing the accused officer at length, the Hearing Officer submitted report of hearing proceedings wherein it was observed that the accused officer is a contract employee and her absence period cannot be treated as a matter of routine particularly, when various other issues of complicated nature are involved in the matter. Hence, the Hearing Officer suggested initiation of regular inquiry against the accused officer.

6. **AND WHEREAS**, after examining the hearing report and other record relating to the instant case, vide order dated **15.03.2024**, disciplinary proceedings initiated through Show Cause Notice were converted into regular inquiry under Section 3 read with Section 5 of the Act *ibid* and **Mr. Qaiser Abbas Shah**, Principal (BS-19), Govt. Secondary School for Hearing Impaired, Jhang was appointed as Inquiry Officer to proceed against the accused officer on the following charges of misconduct in terms of Section 5 read with Section 9 of the Act *ibid*;

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 wilfully/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.

*Qaiser Abbas Shah*

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.**

7. **AND WHEREAS**, the Inquiry Officer after conducting thorough inquiry into the charges, *after fulfilling all requirements of the PEEDA Act, 2006*, submitted his report concluding therein that the charges of misconduct on account of absence from duty in terms of availing unauthorized / unlawful / self-claimed / self-sanctioned leave stands fully proved against the accused officer. He recommended that major penalty of '**removal from service**' may be imposed upon the accused officer and as per provisions of Contract Appointment Policy, her contract may be terminated.

8. **AND WHEREAS**, upon receipt of inquiry report, Show Cause cum Personal Hearing Notice under Section 13(4) of Act *ibid* was issued to the accused officer directing her to submit additional defense, *if any*, and also to appear on 29.08.2023 before **Deputy Secretary Special Education / Hearing Officer** appointed under Section 13(4)(c) of the Act *ibid*, for personal hearing. The Departmental Representative was also directed to appear before the Hearing Officer alongwith all record under Section 13(4)(e) of the Act *ibid*.

9. **AND WHEREAS**, the Hearing Officer after granting opportunity of personal hearing to the accused officer in presence of Departmental Representative submitted report of hearing proceedings while observing that recommendations of the Inquiry Officer for imposing major penalty of '**removal from service**' upon the accused officer is in accordance with law and also commensurates with gravity/severity of guilt of the accused officer.

10. **AND WHEREAS**, perusal of findings and recommendations of the Inquiry Officer, additional defense reply submitted by accused officer and report of Hearing Officer coupled with record available in file shows that the inquiry proceedings have been conducted by the Inquiry Officer in accordance with the provisions of PEEDA Act, 2006 and due process as provided under the law has been adopted by the Inquiry Officer. During inquiry proceedings, the accused officer was provided ample opportunity to vindicate her stance and prove her innocence but she failed to do so. Pertinently, as per record, right of cross examination was also provided to the accused officer but despite exercise of such right by the accused officer, nothing in her favour could be brought on record. The accused officer failed to substantiate her stance and to place on record any new piece of evidence to rebut the evidence already available on record. It is observed that the findings and recommendations of the Inquiry Officer are based on record, made after considering all aspects of the case and taking into consideration the entire circumstances involved in the case. It is further observed that recommendations of the Inquiry Officer are substantiated with reasons / findings and no exception can be taken from

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the same. It transpires from perusal of record that Inquiry Officer after applying judicious mind and fulfilling all requirements of law has recommended imposition of penalty. *Prima facie*, the same are in consonance with the record and spirit of the law. It is further noticed that charges of misconduct stood proved against the accused officer and accordingly the penalty recommended by the Inquiry Officer commensurates with gravity of guilt of the accused officer.

11. **AND WHEREAS**, it is further noticed that as per record, the accused officer was appointed as Junior Special Education Teacher (MC Field) (BS-16) on contract basis for a period of five years and posted at Govt. Special Education Centre, Kamalia and she is a still a contract employee. After receipt of absence report, disciplinary proceedings were initiated against the accused officer initially through Show Cause Notice dated 24.01.2024 on the charge of misconduct on account of absence from duty which were later on converted into regular inquiry so as to meet the ends of justice and to give proper, fair and transparent opportunities to the accused officer to vindicate her stance and to prove her innocence.

12. **AND WHEREAS**, perusal of additional defense reply submitted by accused officer shows that the accused officer while denying the charge has herself admitted that she remained absent from duty without approval of her leave but the reasons given by the accused officer for her absence are medical / health issues. The accused officer has further stated that her absence from duty was neither wilful nor intentional rather happened due to medical / health issues and extenuating circumstances which were beyond her control. This stance was taken by the accused officer during the course of inquiry proceedings and same has been duly evaluated and considered by the Inquiry Officer, in light of provisions of Contract Appointment Policy and it has been observed by the Inquiry Officer that being contract employee, the accused officer was not entitled to such a long leave on medical grounds, hence her stance is not worth consideration. The appended documents along with the additional defense reply submitted by the accused officer have been meticulously reviewed, and the position taken by her in her additional defense and reply submitted before the Inquiry Officer has been duly considered. An examination of the record indicates that the accused officer earlier availed medical leave for a period of **29-days** w.e.f. 11.01.2022 to 02.02.2022, and subsequently availed medical leave for a period of **85-days** w.e.f. 09.01.2023 to 03.04.2023. Even though being a contractual employee, *in view of explicit provision of Contract Appointment Policy, 2004*, she was entitled to 90-days of medical leave but the said leaves were sanctioned by the department through orders dated 27.05.2022 and 22.05.2023 respectively. Following the availing of the aforementioned medical leaves (*whereby she availed medical leave in excess of leave admissible to her on medical grounds being contract employee*), the accused officer submitted another application on 04.11.2023 for medical leave from 21.08.2023 to 03.011.2023 for a duration of **75-days**, *this leave application was filed by the accused officer on 04.11.2023 after availing the said leave, moreover, this leave was not admissible to her in view of leave already availed by her*. After availing this unauthorized leave and prior to a decision on this application, she again absented herself from duty initially w.e.f.

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20.11.2023 to 03.12.2023 (14-days) and then w.e.f. 04.12.2023 till 15.12.2023 (12-days) and then later on w.e.f. 16.12.2023 she is continuously absent from duty without filing of an application (*this fact is not denied by the accused officer*). Record further shows that the request of the accused officer dated 04.11.2023 for *ex-post facto* sanction of medical leave w.e.f. 21.08.2023 till 03.11.2023 (75-days) was rejected through an order dated 08.01.2024. It is also worth noting here that no application for grant of any kind of leave for periods w.e.f. 20.11.2023 to 03.12.2023 (14-days), w.e.f. 04.12.2023 till 15.12.2023 (12-days) and w.e.f. 16.12.2023 till 03.01.2024 (19-days) (*the date on which the accused officer asserted to have filed application for letting her join duty*) was ever filed by her. This conduct evidently demonstrates her irresponsible behaviour towards the discharge of her official duties. It is also sufficient to observe that the accused officer merely submitted a request for "joining" on 03.01.2024, after availing unauthorized leave, hence the same does not merit consideration as she had already violated terms and conditions of her contract duly accepted by her at the time of her appointment.

13. **AND WHEREAS**, 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.**

(Emphasis provided)

As observed above, the accused officer earlier availed medical leave for a period of 29-days from 11.01.2022 to 02.02.2022 and subsequently for 85-days from 09.01.2023 to 03.04.2023. Even though being a contract employee, she was entitled to only 90-days of medical leave but the said leaves on medical grounds were sanctioned by the department through orders dated 27.05.2022 and 22.05.2023, respectively. It is observed that at this point, she availed leaves on medical ground for a period of more than 90-days and in view of above stated clause of Contract Appointment Policy-2004, her contract was liable to be terminated at that particular point of time but the department followed the due process and on the touchstone of above referred clause of Contract Appointment Policy, 2004, her request for grant of further medical leave was rejected vide order dated 08.01.2024.

14. **AND WHEREAS**, the accused officer, in her written defense, has attempted to argue that her misconduct, specifically her absence from duty, is curable in nature and thus she deserves lenient treatment. The accused officer also claims that her case falls under the Revised Leave Rules, 1981. However, this stance is both misplaced and misconceived, as her employment as a contract employee is governed by the provisions of the Contract Appointment Policy, 2004, along with the terms and conditions outlined in the offer letter she accepted upon joining the service. Therefore, Revised leave Rules, 1981 are not applicable to her

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case. Furthermore, at this juncture, the accused officer cannot deviate from the agreed and settled terms of service and assert otherwise. Nonetheless, the stance of the accused officer is incongruent with the documented facts. It is also observed that overall conduct of the accused officer, including unauthorized absence from duty without approval of leave, paints a clear picture of gross misconduct.

15. **AND WHEREAS**, perusal of record also shows that the accused officer after 15.12.2023 (*the day on which alleged self-sanctioned medical leave which the accused officer availed expired*) never filed an application for grant of leave on medical ground or any other kind of leave and remained absent from duty w.e.f. 16.12.2023 till 03.01.2024 (*the date on which she filed application for letting her join the duty*). The stance of the accused officer that she approached office of Headmaster concerned and office of District Education Officer (Spl. Edu.), Faisalabad was considered by the Inquiry Officer and the Inquiry Officer observed that the accused officer could not prove her stance through evidence. It is further observed in this regard that even during the course of personal hearing, no document in order to substantiate this stance has been put forth by the accused officer, hence in absence of any documentary evidence, this stance does not hold water. As far as stance of the accused officer that she filed application dated 03.01.2024 in the office of Secretary Special Education for letting her join her duty is concerned, it is observed that this stance of the accused officer also could not hold field for reasons more than one; *firstly*, the accused officer was required to submit her joining in the office of Principal concerned and her application in the office of Secretary Special Education was not maintainable; *secondly*, as per record, the Principal concerned forwarded absence report of the accused officer vide letter dated 13.12.2023, hence after remaining unauthorizedly absent from duty on the pretext of medical leave that was not admissible to her as per Contract Appointment Policy, 2004, the accused officer was not entitled to be allowed to join duty unless disciplinary proceedings be initiated against her and same are concluded as per law. Moreover, there exists sufficient incriminating documentary evidence which connects the accused officer with commission of charges levelled against her, hence she cannot absolve herself from the charges of absence from duty merely on the basis of filing of application for allowing her to join duty after violating terms and conditions of her appointment.

16. **NOW THEREFORE**, I, **Salma Saeed**, Secretary Special Education being Competent Authority in the instant case, *in light of peculiar facts and circumstances of the case and for reasons recorded herein above*, am of the view that the accused officer has been found guilty of misconduct on account of absence from duty in terms of availing self-sanctioned medical leave beyond 90-days which was not admissible to her under Contract Appointment Policy, 2004 being contract employee and the charges stood proved against her. Therefore, *keeping in view the gravity of proven charges and while agreeing with the recommendations of the Inquiry Officer*, in exercise of powers vested upon me under Section 13(5)(ii) read with Section 4 of the PEEDA Act, 2006, 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. Consequently, all pending applications of the accused officer whereby she sought direction to allow her joining are also rejected being devoid of merits.



(SAIMA SAEED)  
SECRETARY to

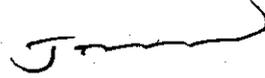
GOVERNMENT OF THE PUNJAB  
SPECIAL EDUCATION DEPARTMENT /  
COMPETENT AUTHORITY

Dated Lahore, the  
28<sup>th</sup> August, 2024

**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), Faisalabad to ensure delivery of this order to the accused officer under intimation to this department.
5. Headmaster / Headmistress, Govt. Special Education Centre, Kamalia, District Toba Tek Singh to ensure deliver of this order to the accused under intimation to this department.
6. Accused officer concerned / **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.
7. PS to Secretary Special Education Department.
8. Master File.



SECTION OFFICER (ESTT.)  
SPECIAL EDUCATION DEPARTMENT