

CANTONMENT FUND SERVANTS RULES, 1937

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CANTONMENT FUND SERVANTS RULES, 1937

No. 707, dated the 18th September, 1937.1-In exercise of the powers conferred by Sec. 280 of the Cantonments Act, 1924 (2 of 1924), and in supersession of the Cantonment Fund Servants Rules, 1925, the Central Government is pleased to make the following Rules, the same having been previously published as required by sub- section (1) of the said section, namely:

1. 1 :-

(1) These rules shall be called the Cantonment Fund Servants Rules, 1937.

[(2) They shall apply to all persons employed by any Cantonment Board in India.]

2. 2 :-

In these rules, unless there is anything repugnant in the subject or context,-

(a) the "Act" means the Cantonments Act, 1924;

¹[(aa) "appointing authority" means (i) the authority empowered to make appointments to the post which the servant for the time being holds, or (ii) the authority which appointed the servant to such post as the case may be, whichever authority is the higher authority];

(b) "dependant" shall have the same meaning as that assigned to it in the Provident Funds Act, 1925;

(c) "depositor" means a servant on whose behalf a deposit is made under these rules;

¹[(cc) "disciplinary authority" means the authority competent under these rules to impose on a servant any of the penalties specified in rule 11];

(d) "lower grade servant" means daftari, peon, bheesti, mail, lamp-lighter, chowkidar, coolie or sweeper, [or any other class of servant declared by the Central Government to be a lower grade servant for the purposes of these rules];

¹[(dd) "non-supervisory post" means any appointment under a board which is not a "supervisory post];

(e) "salary" includes all fixed monthly allowances by way of pay or personal allowances, paid from cantonment funds, but does not include allowances granted to meet specific expenditure, such as, travelling, horse, conveyance or house-rent allowances, whether daily,-monthly or yearly;

(f) "servant" means a person holding a substantive whole-time appointment under a Board whether in receipt of a pension from public revenues or not, [* * *].

¹[(ff) "supervisory post" means any appointment under a Board which has been declared as a Supervisory post by the Central Government or such authority as may be authorised by it in this behalf];

(g) "sweeper" means any person who is actually employed in

collecting or removing or disposing of filth or rubbish, in cleaning roads, drains or slaughter-houses or in driving carts used for the removal of filth or rubbish; and

1 [(h) "temporary servant" in relation to a Cantonment Fund Servant includes besides the incumbent of a temporary post sanctioned under rule 9, the incumbent on a temporary basis of a substantive or permanent post under the Board.]

1. Ins. by S.R.O. 296, dated 9th November, 1981.

PART 1
GENERAL

PART 2
PENSION-CUM-GRATUITY

30. All servants who :-

(1) are in permanent service of the Board on the date of coming into force of the Cantonment Fund Servants (Amendment) Rules, 1982 and who have either opted or are deemed to have opted for the Pension-cum-Gratuity Scheme;

(2) Join service after the said date, shall be eligible for pension-cum-gratuity.]

31. 31 :-

The provisions of the Central Civil Services (Pension) Rules, 1972 as amended from time to time, shall mutatis-mutandis, govern the grant of Pension, Family Pension and Death-cum-Gratuity to eligible Servants subject to the following modifications, namely:

(a) The reference to Government Servants' shall be construed as reference to permanent Cantonment Fund Servant';

(b) The functions and powers of the 'Audit Officer' shall be discharged or exercised, as the case may be, by Executive Officer in consultation with the Local Audit Officer concerned subject to the provisions of Cl. (e) hereunder, of the 'Head of Department' by the Director, Defence Lands and Cantonments, the Commandant of 'President' by the Central Government.

(c) Provision for consultation with the UPSC wherever it occurs in the Central Civil Services (Pension) Rules, 1972 shall be deemed to have been omitted;

(d) The responsibility for preparation of pension papers shall

devolve on the Executive Officer of the Cantonment Board;

(e) Authority to sanction provisional pension including "Family Pension" and Death-cum-Retirement Gratuity, shall vest with the President, Cantonment Board;

(f) The authority to sanction final pension including "Family Pension" and "Final Death -cum-Gratuity" shall vest with the Director, Lands and Cantonments, the Command; and

(g) Where any doubt arises as to the interpretation of the Rules or their applicability in particular or in cases of doubt, it shall be referred Central Government for decision.]

PART 3

CONTRIBUTORY PROVIDENT FUND ESTABLISHMENT OF FUND

33. 33 :-

(1) The provisions of SIZE ERROR shall apply only to such servants as are not governed by the provisions of Part II.]

PART 4

GENERAL PROVIDENT FUND

52. 52 :-

(1) Every Board shall establish and maintain a General Provident Fund for the benefit of its all servants who are eligible for Pension-cum-Gratuity and who shall subscribe to it.

(2) The provisions of General Provident Fund (Central Services) Rules, 1960, mutatis-mutandis, shall govern the operation of the General Provident Fund subject to following modifications:

(i) Powers of "Accounts Officer" and "Advances/Payments sanctioning Authority" shall be exercised by the Executive Officer and those of the Government by the Director, Defence Lands and Cantonments, the Command.

(ii) In the event of a servant joining the General Provident Fund from the Contributory Provident Fund, the amount of his own subscription with interest accrued thereon lying in the contributory Provident Fund, the amount of his own subscription with interest accrued thereon lying in the contributory Provident Fund at his credit shall be credited in the General Provident Fund and the amount of the Board's contribution together with bonuses, if any, shall be credited in the Pension Fund as provided in rule 32(1).

(iii) On transfer of the servant from one Board to another, the Executive

53. 53 :-

The Central Civil Services (Medical Attendance) Rules, 1944, shall mutatis mutandis apply to all Cantonment fund servants, subject to the following provisions, namely:

(a) Cantonment Executive Officer shall be the controlling officer for purpose of passing medical bills and other relevant matters with the operation of medical attendance rules in respect of Cantonment fund servants ;

(b) the Director, Defence Lands and Cantonments, the Command shall be the Head of the Department for purpose of these rules.]

54. 54 :-

Nothing in these rules shall affect reservations and other concessions required to be provided for the Scheduled Castes, the Scheduled Tribes or other special categories of persons in accordance with the orders issued by the Central Government from time to time in this regard.]

SCHEDULE 1

SCHEDULE I

\\ \\ \\ \\ (See Rule 24) Security Bonds for Cantonment Servants A Form of Security Bond where Cash is taken as Security KNOW ALL MEN by these presents that I of am held and firmly bound unto the Cantonment Board of in the sum of Rs. to be paid to the said Board for which payment I bind myself, my heirs, executors, administrators and legal representatives by these presents. Whereas the above bounden was on the day of 19 appointed to and now holds the office of in the Cantonment of in the District and Whereas the said by virtue of such office is bound to keep true and faithful accounts of his dealing with all property and money which may come to his hands or possession or under his control such accounts to be kept in the form and manner that may from time to time be prescribed by duly constituted authority and also to prepare and submit such returns and accounts and other documents as may from time to time be required of him. And whereas the said has by the direction of the said Board delivered to and deposited with the Executive Officer of the said Cantonment the sum of Rs. in cash security for the due and faithful performance by the said of the duties of his said office and of any other office to which he may be appointed at any time and of other duties which may be required of him and for the purpose of securing and indemnifying the said Board and

Cantonment Fund against all loss, injury or damage which the said Board or Fund may in any way suffer or sustain by reason of the misconduct, neglect, oversight or otherwise by means of the saidor any person or persons acting under him or for whom he may be responsible. And whereas the said has entered into the above written bond is such that if the said has whilst he has held the same office of as aforesaid always duly performed and fulfilled the duties of his said office and if he shall - whilst he shall hold the said office or any other office .to which he may be appointed or in which he may act always duly perform, and fulfil all and every the duties thereof respectively and other the duties which may from time to time he required of him and shall also at all times indemnify and save harmless the said Board and Fund from alland every loss injury and damage which has been or shall or may at any times or time hereafter during the service or employment of the saidin such office as aforesaid or in any such other offices aforesaid be sustained incurred, or suffered by the said Board of Fund by reason of any act neglect failure, misconduct, default, disobedience, omission or insolvency of the said or of any person or persons acting under him or for whom he may be responsible then this obligation shall be void and of no effect otherwise the same shall be and remain in full force Provided always and it is hereby declared and agreed that the said sum of Rs. so deposited as aforesaid shall be and remain with the Executive Officer for the time being of the said Cantonment as such security as aforesaid with full power for such Executive Officer as occasion shall require to apply the said sum of Rs. or any part thereof in and towards the indemnity as aforesaid of the said Board and Fund or otherwise as aforesaid. And it is hereby lastly agreed that on the final termination of the service of the said whether such as aforesaid or otherwise the said sum of Rs. or so much thereof as shall then be in deposit and this bond shall remain with such Executive Officer as aforesaid forcalendar months as security against any loss injury or damage that may have been sustained or incurred by the said Board or Fund owing to the act neglect or default of the said , or any such other person or persons as aforesaid and which may not have been discovered until after the termination of his said service and that his liability hereunder shall continue until the expiry of the said term of..... calendar months. IN WITNESS whereof the said has hereunto set his hand and seal this day of 19 Signed, sealed and delivered by the above named in the presence of B Form of Security Bond where Cash is taken by instalments as Security KNOW ALL MEN by these presents that I of am held and firmly bound unto the Cantonment Board of in the sum of Rs. to be paid . to the said Board for which payment I bind myself, my heirs, executors, administrators and legal representatives by these presents. Whereas the above bounden was on the day of; 19 appointed to and now holds the office of..... in the Cantonment of in the District .And Whereas the said by virtue of such office is bound to keep true and faithful accounts of his dealings with all property and money which may come to his hands or possession or under his control

such accounts to be kept in the form and manner that may from time to time be prescribed by duly constituted authority and also to prepare and submit such returns and such accounts and other documents as may from time to time be required of him And Whereas the saidhas by the direction of the said Board agreed to deliver to and deposit with the Executive Officer of the said Cantonment the sum of Rs. in cash by monthly deductions of Rs. to be made from the salary of the said by the head of his office until the full sum of Rs. shall be so delivered and deposited as security for the due and faithful performance by the saidof the duties of his said office and of any other office to which he may be appointed at any time and of other duties which may be required of him and for purposes of securing and indemnifying the said Board and Cantonment Fund of the Cantonment against all loss, injury or damage which the said Board or its successors may in any way suffer or sustain by reason of the misconduct, neglect, oversight or otherwise by means of the said or any person or persons acting under him or for whom he may be responsible And Whereas the said has entered into the above bond in the penal sum of Rs. as a further security for the due performance by him of the duties of his said office and of any other office to which he may be appointed at any time and of other the duties which may be required of him and for the indemnity of the said Board and Fund against all such loss, injury or damage as aforesaid. Now the condition of the above written bond is such that if the said has whilst he has held the said office ofas aforesaid duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office to which he may be appointed or in which he may act always duly perform and fulfil all and every the duties thereof respectively and other duties which may from time to time be required of him and shall also at all times indemnify and save harmless the said Board and Fund from all and every loss injury and damage which has been or shall or may at any times or time hereafter during the service or employment of the said in such office as aforesaid or in any such other office as aforesaid be sustained incurred or suffered by the said Board or Fund by reason of any neglect, failure, misconduct, default, disobedience, omission or insolvency of the said or of any person or persons acting under him or for whom he may be responsible then this obligation shall be void and of no effect otherwise the same shall be and remain in full force. Provided always and it is hereby declared and agreed that the said sum of Rs. or so much thereof as shall for the time being be deposited shall be and remain with the Executive Officer for the time being of the Cantonment as such security as aforesaid with full power for such Executive Officer as occasion shall require to apply the said sum of Rs. or any part thereof in and towards the indemnity as aforesaid of the said Board and Fund or otherwise as aforesaid. And it is hereby lastly agreed that on the final termination of the service of the said whether as such as aforesaid or otherwise the said sum of Rs. or so much thereof as shall then be in deposit and this bond shall remain with such Executive Officer as aforesaid for calendar months as security against any loss injury or damage that may have been sustained or incurred by the said Board or Fund owing to the act neglect or default of the saidor any such other person or persons as aforesaid and which may not have been discovered until after the termination of his

said sevice and that his liability hereunder shall continue until the expiry of the said term of calendar months. IN WITNESS whereof the said has hereunto set his hand and seal this day of 19 Signed, sealed and delivered by the above named in the presence of Form of Security Bond where Government Securities are taken as Security KNOW ALL MEN by these presents that I of am held and firmly bound unto the Cantonment Board of in the sum of Rs. to be paid to the said Board for which payment I bind myself, my heirs, executors, administrators and legal representatives by these presents. Whereas the above bounden was on the day of 19 appointed to and now holds the office ofin the Cantonment of in theDistrict And Whereas the said by virtue of such office is bound to keep true and faithful accounts of his dealings with all property and money which may come to his hands or possession or under his control such accounts to be kept in the form and manner that may from time to time be prescribed by duly constituted authority and also to prepare and submit such returns and such accounts and other documents as may from lime to time be required of him And Whereas the said has by the direction of the said Board delivered to and deposit with endorsed over to the Executive Officer of the said Cantonment Government Securities to the extent of Rs. as security for the due and faithful performance by the saidof the duties of his said office and of any other office to which he may be appointed at any time and of other the duties which may be required of him and for the purpose of securing and indemnifying the said Board and Cantonment Fund of the said Cantonment against all loss, injury or damage which the said Board or Fund may in any way suffer or sustain by reason of the misconduct, neglect, oversight or otherwise by means of the said or any person or persons acting under him or for whom he may be responsible And Whereas the said has entered into the above bond in the penal sum of Rs. as further security for the due performance by him of the duties of his said office and of any other office to which he may be appointed at any time and of other the duties which may be required of him and for the indemnity of the said Board and Fund against all such loss, injury or damage as aforesaid Now the condition of the above written bond is such that if , the said has whilst he has held the said office as aforesaid always duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office to which he may be appointed or in which he may act always duly perform and fulfil all and every the duties thereof respectively and other the duties which may from time to time be required of him and shall also at all times indemnify and save harmless the said Board and Fund from all and every loss injury or damage which has been or shall or may at any times or time hereafter during the service or employment of the said in such office as aforesaid or in any such other office as aforesaid be sustained or suffered by the said Board or Fund by reason of any act neglect, failure, misconduct, default, disobedience, omission or insolvency of the said or of any person or persons acting under him or for whom he may be responsible

then this obligation shall be void and of no effect otherwise the same shall be and remain in full force Provided always and it is hereby declared and agreed that the said Government Promissory Notes for Rs.

..... so delivered and endorsed as aforesaid or such other Government Security or Securities to the same amount as the said Executive Officer may consent from time to time to accept and receive in lieu or exchange for the same and the interest thereof shall be and remain with the Executive Officer for the time being of the said Cantonment as such security as aforesaid with full power for such Executive Officer as occasion shall require to sell and dispose of the said Government Securities or a sufficient portion thereof with the interest thereon and to supply the proceed' thereof in and towards the indemnity as foresaid of the said Board and Fund or otherwise as aforesaid but that nevertheless the interest accruing on the said Government Securities may in the meantime be paid over as the same shall be realised if such Executive Officer shall think fit to the said

..... And it is hereby lastly agreed that on the final termination of the service of the said whether as such as aforesaid or otherwise the said Government Promissory Notes for Rs.or any notes that may have been substituted therefor and this bond shall remain with such Executive Officer as aforesaid for calendar months as security against any loss injury or damage that may have been sustained or incurred by the said Board or Fund owing to the act, neglect or default of the said

..... or any such other person or persons as aforesaid and which may not have been discovered until after the termination of his said service and that his liability hereunder shall continue until the expiry of the said term of calendar months. IN WITNESS whereof the said has hereunto set his hand and seal this day of

..... 19 Signed sealed and delivered by the above named in the presence of D Form of Security Bond where the Postal Savings Bank Deposits are taken as Security KNOW ALL MEN by these presents that I of am held and firmly bound unto the Cantonment Board of in the sum of Rs.

..... to be paid to the said Board for which payment I bind myself, my heirs, executors, administrators and legal representatives by these presents. Whereas the above bounden

..... was on the day of 19 appointed to and now holds the office of in the Cantonment of in the District And Whereas the said

..... by virtue of such office is bound to keep true and faithful accounts of his dealings with all property and money which may come to his hands or possession or under his control such accounts to be kept in the form and manner that may from time to time be prescribed by duly constituted authority and also to prepare and submit such returns and such accounts and other documents as may from time to time be required of him And Whereas the said has by the direction of the said Board delivered to and deposited with the Executive Officer of the said Cantonment the Post Office Savings Bank Pass Book of him the said

..... showing' a sum of Rs. at credit of the said in the Postal Savings Bank at as security for the due and faithful performance by the said;..... of the duties of his said office to which he may be appointed at any time and of other duties which may be required of

him and for the purpose of securing and indemnifying the Board and Cantonment Fund of the said Cantonment against all loss injury or damage which the said Board or Fund may in any way suffer or sustain by the misconduct, neglect, oversight or otherwise by means of the said or any person or persons acting under him or for whom he may be responsible And Whereas the said has entered into the above bond in the penal sum of Rs. as further security for the due performance by him of the duties of the said office and of any other office to which he may be, appointed at any time and of other the duties which may be required of him and for the indemnity of the said B.oard and Fund against all such loss, injury or damage as aforesaid. Now the condition of the above written bond is such that if the said has whilst he has held the said office of as aforesaid always duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office to which he may be -appointed or in which he may act always duly perform and fulfil all and every the duties thereof respectively and other the duties which may from time to time be required of him and shall also at all times indemnify and save harmless the said Board and Fund from all and every loss injury and damage which has been or shall or may at any times or time hereafter during the service or employment of the said such office as aforesaid be sustained incurred or suffered by the said Board or Fund by reason of any act neglect, failure, misconduct, default, disobedience, omission or insolvency of the said or any person or persons acting under him or for whom he may be responsible then this obligation shall be void and of no effect otherwise the same shall be and remain in full force Provided always and it is hereby declared and agreed that the said Postal Savings Bank Pass Book and all money for the lime being standing to the credit of the said in the Post Office Savings Bank at and the interest on all such monies shall be and remain with and at the disposal of the Executive Officer for the time being of the said Cantonment as such security as aforesaid with full power for such Executive Officer as occasion shall require to withdraw from the said Postal Savings Bank the monies deposited therein and for the time being at the credit of the said and the interest thereon or so much thereof respectively as shall be required and to apply the same in and towards the indemnity as aforesaid of the said Board and Fund or otherwise as aforesaid but that nevertheless the interest accruing on the said monies may .in the meantime be paid over as the same shall be realised if such Executive Officer shall think fit to the said And it is hereby lastly agreed that on the final termination of the Service of the said whether as such as aforesaid or otherwise the said Postal Savings Bank Pass Book and the monies for the time being at credit of the said in the said Postal Savings Bank and this bond shall remain with such Executive Officer as aforesaid for calendar months as security against any loss, injury or damage that may have been sustained or incurred by the said Board or Fund owing to the act neglect or default of the said or any such other person or persons as aforesaid and which may not have been discovered until after the termination of his said service and that his liability hereunder shall continue until the expiry of the said term of calendar months. IN WITNESS whereof the said has hereunto set his hand and seal this day of

19 Signed, sealed and delivered by the above named in the presence of E Form of Security Bond where a fidelity insurance policy is taken as Security KNOW ALL MEN by these presents that I of am held and. firmly bound unto the Cantonment Board of in the sum of Rs. to be paid to the said Board for which payment I bind myself, my heirs, executors, administrators and legal representatives by these presents. Whereas the above bounden was on the day of 19 appointed to and now holds the office of in the Cantonment of- in the District And Whereas the said by virtue of such office is bound to keep true and faithful accounts of his dealings with all property and money which may come to his hands or possession or under his control (such accounts to be kept in the form and manner that may from time to time be prescribed by duly constituted authority) and also to prepare and submit such returns and such accounts and other documents as may from time to time be required of him And Whereas to secure the due and faithful performance by the said of the duties of his office and Of any other office which he may hold under the aforesaid Board, and to indemnify themselves against any loss, injury or damage which the said Board may any way suffer or sustain by reason of his misconduct, neglect, oversight or otherwise through him or any person acting under or for him the said Board have entered into a Fidelity Insurance Policy for a sum of Rs. with the Company of for a period of and the said has authorised the said Board or realise by monthly deductions from the salary that he may be drawing from time to time such sums as may be necessary to defray the cost of the premia to be paid on account of the aforesaid policy or on account of any other Policy of Insurance which the said Board may hereafter take out for the purpose of indemnifying themselves as aforesaid during the period of service with them of the said. Now the condition of the above written bond is such that if the said..... has whilst he has held the said office of as aforesaid always duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office to which he may be appointed or in which he may act always duly perform and fulfil all and every the duties thereof respectively and other the-duties which may from time to time be required of him and shall also at all times indemnify and save harmless the said Board and Fund from all and every loss, injury and damage which has been or shall or may at any limes or time hereafter during the service or employment of the said in such office as aforesaid or in any such other offices aforesaid be sustained incurred or suffered by the said Board or Fund by reason of any act neglect, failure, misconduct, default, disobedience, omission or insolvency of the said or of any person or persons acting under him or for whom he may beresponsible or if the said Board have realised from the aforesaid Insurance Company or any other Insurance Company the amount of the Policy which the said Board may have taken out with such Insurance Company to indemnify themselves as aforesaid then this obligation shall be void and of no effect otherwise the same-shall be and remain in full force. And it is hereby agreed that on the final termination of

the service of the said this bond shall remain with the said Board for calendar months as security against any loss or injury or damage that may have been sustained or incurred by the said Board or Fund owing to the act neglect or default of the said or any such other person or persons as aforesaid and which may not have been discovered until after the termination of his said service and which is not covered by any Policy of Insurance as aforesaid and that his liability hereunder shall continue until the expiry of the said term of calendar months. IN WITNESS whereof the said has hereunto set his hand and seal this day of 19 Signed, sealed and delivered by the above named In the presence of

SCHEDULE 2

SCHEDULE 2