

**Government of Bihar
General Administration Department**

Notification

Patna-15, Date. 30.4.26

No.-7/Astha.04-17/2019(Part-I)-G.A.D.....7631...../In exercise of the powers conferred by Article 162 of the Constitution of India, the Governor of Bihar is pleased to make the following Rules in consultation with the High Court of Judicature at Patna, Bihar to regulate the Bihar Judicial Academy (Functioning, Conduct of Business, Recruitment, Service Condition and Disciplinary) namely as follows-

Bihar Judicial Academy (Functioning, Conduct of Business, Recruitment, Service Condition and Disciplinary) Rules, 2026

PREAMBLE: Whereas, the Bihar Judicial Academy has been established on the recommendations of the Shetty Commission with the aims and objects, *inter alia*, to impart training to the Judicial Officers of State; to improve Judicial Administration and other matters incidental thereto.

And, whereas, to enhance the adjudicatory skills and to inculcate decision making quality in the Judicial Officers; to improve the efficiency of the Ministerial Officers, Staff of the High Court and Civil Courts across the State as also all matters connected with the justice delivery system.

And, whereas, to make the statutory provisions for regulating the powers and functions of the Academy/Board of Governors.

And, whereas, for regulating the Recruitments, Promotions, Disciplinary Proceedings, Service Conditions and Duties of the Officers and Staff of the Academy.

Now, therefore, in exercise of the powers so conferred the Governor of Bihar in Consultation with the Patna High Court is pleased to make the following Rules for the proper and smooth functioning of the Bihar Judicial Academy and for regulating the appointment, promotions and service conditions of the Officers and Staff of the Academy and the Board of Governors-

CHAPTER I
(PRELIMINARY)

1. Short title and commencement:

- (i) These Rules shall be called the Bihar Judicial Academy (Functioning, Conduct of Business, Recruitment, Service Condition and Disciplinary) Rules, 2026.
- (ii) It shall come into force from the date of publication in the Official Gazette of the Government of Bihar.

2. Definitions: In these Rules, unless there is anything repugnant to the subject or context,

- (a) **"Academy"** means the Bihar Judicial Academy, Gaighat, Gulzarbagh, Patna.
- (b) **"Academic Council"** means the Council constituted under Rule- 11.
- (c) **"Additional Director (Academics)"** means the Additional Director (Academics) of the Academy as per Rule- 19.
- (d) **"Additional Director (Administration)"** means the Additional Director (Administration) of the Academy as per Rule- 17.
- (e) **"Appointing Authority"** means the Director, Bihar Judicial Academy.
- (f) **"Appointment Committee"** means the committee constituted under Rule- 42.
- (g) **"Appropriate Government"** means the Government of Bihar for the matters relating to state and the Government of India for the matters relating to Central Government, as the case may be.
- (h) **"Assistant Research Scholar"** means the Assistant Research Scholar of the Academy as per Rule- 28.
- (i) **"Attendant"** means Group 'C' employee of the Academy equivalent to the Office Attendant posted for discharging special functions such as Attendant (Gardener), Attendant (Photocopier), Attendant (Genset Operator), Attendant (Kitchen), Attendant (Cleaning), Attendant (Plumber), Attendant (Hostel Room) etc.
- (j) **"Board"** means the Board of Governors of the Academy constituted under Rule- 8.
- (k) **"Chairman"** means the Chairman of the Academy nominated under Rule- 6.
- (l) **"Chief Justice"** means the Chief Justice of the High Court of Judicature at Patna.

- (m) **"Course Coordinator"** means the member of Directorate assigned to manage and coordinate training/s as assigned by the Director.
- (n) **"Deputy Director (Administration)"** means the Deputy Director (Administration) of the Academy as per Rule- 23.
- (o) **"Deputy Director (Research and Training)"** means the Deputy Director (Research and Training) of the Academy as per Rule- 25.
- (p) **"Deputation"** means the posting of any officer or employee from an outside authority for rendering services in the Academy.
- (q) **"Director"** means the Director of the Academy as per Rule- 15.
- (r) **"Directorate"** means and includes the Director, Additional Director (Academics), Additional Director (Administration), Joint Director, Deputy Director (Administration) and Deputy Director (Research & Training) of the Academy.
- (s) **"Disciplinary Authority"** in respect of Judicial Officers serving in the Academy shall be the High Court on recommendation of the Board; for faculty member, it shall be the Board exclusively and in respect of any employee, it shall be the Director.
- (t) **"Employee"** means a person serving in the Academy on any post as specified in Schedule — I and/or engaged in the field of research, teaching, training, administration, finance and consultancy at the Academy, other than those in Group- A.
- (u) **"Ex Officio Member"** means an Ex Officio Member of the Board and the Academic Council under Rule- 8 and Rule- 11 respectively.
- (v) **"Faculty Member"** means and includes Senior Faculty Members, Guest Faculty Member, and the members in the Directorate.
- (w) **"High Court"** means the High Court of Judicature at Patna.
- (x) **"Joint Director"** means the Joint Director of the Academy as per Rule- 21.
- (y) **"Office Attendant"** means Group 'C' employee of the Academy posted on different posts such as Orderly, Peon, Daftari etc.
- (z) **"Other Officers"** means Officer of the Academy other than the members in the Directorate and Faculty Members of the Academy appointed or deputed by the High Court.
- (zi) **"Patron-in-Chief"** means the Chief Justice of the High Court of Judicature at Patna as per Rule- 4.

- (zii) **"Patron"** means and includes all the sitting Judges of the High Court of Judicature at Patna.
- (ziii) **"Prescribed"** means as prescribed under these Rules or by order/notification or by any other means exercised by the Chairman in consultation with the Patron-in-Chief for proper superintendence, governance and control of the Academy.
- (ziv) **"Purchase Committee"** means a body of members of the Directorate constituted by the Director for procurement of articles and services for the Academy as per Rule- 54.
- (zv) **"Rules"** means the Bihar Judicial Academy (Functioning, Conduct of Business, Recruitment, Service Condition and Disciplinary) Rules, 2026.
- (zvi) **"Schedule"** means the Schedule appended to these Rules.
- (zvii) **"Standing Committee"** means the Standing Committee of the High Court as defined in the Patna High Court Rules.
- (zviii) **"State"** means the State of Bihar.
- (zix) **"Trainee"** means the person being imparted training or attending any other programme at the Academy.
- (zx) **"Year"** means for academic purpose, the Gregorian calendar year commencing from 1st January till 31st December and for financial purpose, the year commencing from 1st April till 31st March of the following year.
- (zxi) Words and expressions used but not defined in this Rule, shall have the same meaning as assigned in the other related Rules framed by the High Court and in absence thereof the Rules in force in the State of Bihar.

Chapter- II

(Functions of the Academy, Constitution of Board, Council and its Powers and Functions)

3. Academy and its functions: (1) The Academy shall be a body corporate with perpetual succession having a common seal and shall sue and be sued in the name of Bihar Judicial Academy. All the executive actions of the Academy shall be taken in the name of Bihar Judicial Academy. The Academy shall function under the control of the Board.

(2) Without prejudice to the generality of powers and functions of the Academy for proper and effective implementation of its aims and object, the powers and functions of the Academy shall include the following:

- (i) To conduct comprehensive training and to provide learning facilities for the Judicial Officers of the State and other stakeholders connected with justice delivery system for their capacity building.
- (ii) To conduct Induction Training Program for newly recruited Civil Judges (Jr. Div.) and Foundation Training Course for District Judges (Entry Level) Direct from Bar.
- (iii) To conduct Trainings (Orientation and Refresher Courses) and other Special Training for Civil Judges (Junior and Senior Division) and officers in the District Judge cadre and other Judicial Officers.
- (iv) To enhance the adjudicatory skills and to inculcate judge like qualities in the Judicial Officers.
- (v) To improve the efficiency of Ministerial Officers and staff working in the High Court/Civil Courts in the State.
- (vi) To undertake, organize and facilitate conference, seminar symposium, lectures, group discussion and research including organizing workshops in the districts and to provide study materials in matters relating to justice delivery system especially with a view to reduce pendency of cases, to the trainees.
- (vii) To provide literature and disseminate information relating to administration of justice and to publish journals, books, magazines, periodicals, reports relating to legal topics and skill developments.
- (viii) To conduct or co-ordinate or sponsor training programmes relating to court management, case flow management and information technology

for Judicial Officers of the State and also to facilitate training of Judicial Officers in other States and abroad.

- (ix) To co-ordinate with expert research institutes/universities/Judicial Academies and with other bodies/agencies for the purpose of enhancing skills in Administration of justice in the state.
- (x) To conduct need based training programmes for officers including Public Prosecutors, Government Pleaders, Additional Public Prosecutors, Assistant Public Prosecutors appointed by the Government of Bihar or the Central Government for the High Court/Civil Courts/Tribunals in the State including Advocates practicing in State and other stake holders connected with the justice delivery system.
- (xi) To perform research work in the field of law and its allied branches.
- (xii) Any other work assigned by the Patron-in-Chief, the Board or the Chairman.

4. Powers and Functions of Patron-in-Chief: The Chief Justice of Patna High Court shall be the Head and ex officio Patron-in-Chief of the Academy and shall have power to:

- (i) Preside over the meetings of the Board.
- (ii) Nominate a Sitting Judge of the High Court as Chairman of the Academy.
- (iii) Nominate five Sitting Judges of the High Court as Members of the Board.
- (iv) Nominate two Sitting Judges of the High Court as Members of the Academic Council.
- (v) Exercise any other power as deem fit for efficient functioning of the Academy.

5. Patron: All the sitting judges shall be ex officio Patron of the Academy, who may tender advice to the Academic Council or the Board, as the case may be, for the betterment and smooth functioning of the Academy.

6. Chairman: Patron-in-Chief shall nominate a Sitting Judge of High Court as the Chairman of the Academy.

- (i) A sitting Judge of High Court nominated as Chairman of the Academy, shall hold the office at the pleasure of the Patron-in-Chief.
- (ii) A sitting High Court Judge acting as the Chairman of Academy would be performing Honorary service.

7. Powers, duties and Functions of the Chairman:

- (i) The power to approve expenditure up to three times the financial power of the Director.
- (ii) The duties and functions of the Chairman shall be:
 - (i) To supervise the day to day academic and administrative work of the Academy.
 - (ii) To prepare the Agenda for the meeting of the Board and Academic Council through the Director.
 - (iii) To take decision regarding required engagement of contract labour at Academy.
 - (iv) To suggest improvements in overall functioning of the Academy.
 - (v) To take decisions regarding housekeeping, catering, protocol, transport, security, medical facilities etc.
 - (vi) To suggest improvements in overall functioning of the Academy.
 - (vii) To take decisions in pressing exigencies in the interest of the Academy subject to the ratification by the Board.

8. Board of Governors: There shall be a Board of Governors, consisting of the Chairman and the following members:

- a) Five sitting judges of the Patna High Court including
One Judge elevated from the State Judicial Service
to be nominated by the Patron-in-Chief of the
Academy. Member
- b) Registrar General, Patna High Court Ex Officio Member
- c) Secretary, Law-cum-Legal Remembrancer,
Government of Bihar Ex Officio Member

- d) Principal Secretary, Finance, Government of Bihar Ex Officio Member
- e) Principal District & Sessions Judge, Patna Ex Officio Member
- f) Director of the Academy Secretary Member

9. Meeting of the Board:

- (i) The meeting of the Board shall be held at least once in every quarter of a Calendar year.
- (ii) One half of the member Judge of the Board shall constitute the Quorum for the meeting of the Board.
- (iii) The meeting shall be convened and presided over by the Chairman and in his absence by the senior most member Judge of the Board. However, in the event of anticipated absence, he may authorize a member Judge next senior to him in the Board to preside over the meeting.

Provided that when the Patron-in-Chief participate in the meeting of the Board, he will preside over such meeting.

Provided further that the Patron-in-Chief may convene meeting of the Board at any time in case of exigency.

- (iv) In the event of a difference of opinion on any point, the same shall be decided by the majority of votes of the member Judges present in the meeting. Every member Judge shall have one vote. In case of equal vote, the matter shall be placed before the Patron-in-Chief and the decision of the Patron-in-Chief shall be final.

10. Powers and Functions of the Board: The Board shall be responsible for the Management and Administration of the affairs of the Academy. The powers and function of the Board shall be:

- (i) To take all policy decisions including amendments in the Rules.
- (ii) To grant approval to the annual and supplementary budget of the Academy.
- (iii) To take decisions with regard to Cadre formation, Cadre strength inter-se seniority and other related matters, with the approval of the patron-in-Chief.

- (iv) To make recommendations to the Government from time to time, for the creation of additional post of Officers and employees required for smooth functioning of the Academy.
- (v) To take decision on the honorarium and other allowances to be paid to the faculty members from time to time.
- (vi) To appoint Auditor for internal audit of the Academy.
- (vii) To approve the audit and expenditure report of the Academy.
- (viii) To prescribe and amend the requisite qualification for the appointment of Group B, Group C employees of the Academy and their service conditions.
- (ix) To approve terms and conditions with regard to fellowships, grant-in-aid and deputations.
- (x) To assign the powers, functions and duties to the Director and other personnel of the Academy other than prescribed in this Rule.
- (xi) To approve any expenditure exceeding the financial limits of the Chairman.
- (xii) To perform such expedient functions as assigned to the Board by the Patron-in- Chief.
- (xiii) To grant post facto approval to the decisions taken by the Academic Council or the Chairman in exigency.
- (xiv) To issue guidelines for the utilization of infrastructure of the Academy in best possible manner for the benefit of the Academy.
- (xv) To take decision on any other allied matters required for achieving the objectives of the Academy.
- (xvi) To issue guidelines on all such matters not covered under this Rule and which are necessary in the best interest of the Academy.

11. Academic Council:

(1) There shall be an Academic Council to regulate academic functions of the Academy consisting of:

- a) The Chairman of the Academy

- b) Two Judges of the High Court, to be nominated by the Patron-in- Chief
- c) Vice-Chancellor, Chanakya National Law University, Patna
or his nominee Ex Officio Member
- d) Principal, Patna Law College or his nominee Ex Officio Member
- e) Principal District and Sessions Judge, Patna Ex Officio Member
- f) Member Secretary, Bihar State
Legal Services Authority, Patna Ex Officio Member
- g) Director of the Academy Member Secretary

(2) In addition to the constitution of the Council given in Clause (1), the Patron-in-Chief may at his discretion nominate any eminent jurist/academician/person of repute connected with social service as ex-officio member of the Academic Council.

12. Powers and Functions of the Academic Council: The Academic Council shall exercise the following powers and functions:

- (i) To approve the Annual Academic Calendar and course modules for different courses.
- (ii) To determine the duration of the courses.
- (iii) To tender advice for conduct of any special training to Judicial Officers, Court Staffs and other Stakeholders connected with administration of justice.
- (iv) To tender advice on engagement of faculty members/resource persons.
- (v) To give suggestions on conducting research works, organizing seminars, conferences, holding regional workshops etc.
- (vi) To give suggestions on training methodology from time to time.
- (vii) To give suggestions on improvement of the library.
- (viii) To take decision on circulation of study materials amongst the trainees for their capacity building.

- (ix) To give suggestions on framing of evaluation policy for Judicial Officers and other trainees and the impact assessment of training programmes on the trainees.
- (x) To perform any other function as delegated by the Board relating to the academic affairs of the Academy.

Provided that the decisions of the Academic Council shall be subject to ratification by the Board in the following/succeeding two meetings.

13. Meetings of the Academic Council:

- (i) Five members of the Academic Council including at least one sitting Judge shall constitute the quorum for the meeting of the Academic Council.
- (ii) The meeting of the Academic Council shall be held at least once in every quarter of a calendar year.
- (iii) The meeting shall be presided over by the Chairman and in his absence, the senior of the two Judges nominated by the Patron-in-Chief as Member of the Academic Council.

Chapter- III
(The Directorate and Faculty Members)

14. There shall be a Director, Additional Director (Administration), Additional Director (Academics), Joint Director, Deputy Director (Administration), Deputy Director (Research and Training) and other Officers and staffs posted/deputed for functioning and conduct of business of the Academy, as mentioned in Schedule I, which Schedule is subject to revision from time to time, as per need of the Academy. The provisions of Bihar Service Code shall be applicable/adopted in cases where the Rules are silent.

15. Appointment of the Director: A Judicial Officer of Bihar, in Superior Judicial Service not below the rank of selection grade, shall be appointed to the post of Director by the Government on the recommendation of the Standing Committee.

16. Power and Functions of the Director: Director shall be the head of institution and shall exercise the following administrative and financial powers:

- (i) The Director shall exercise general supervision and administrative control over the employees including those posted in the Directorate.
- (ii) The Director shall take such decision in the financial matters as prescribed for the Head of the Department under the Bihar Financial Rules and/or under this Rule.
- (iii) The Director shall be responsible for the preparation of the annual budget, the supplementary budgets and for financial planning as well as for its submission to the Board for its approval.
- (iv) The Director shall be responsible for the implementation of the minutes of the meetings of the Board and perform such other duties as may be assigned to him by the Chairman from time to time.
- (v) The Director shall have power to assign duties to the employees of the Academy including those posted in the Directorate.
- (vi) The Director shall take all necessary actions to ensure discipline within the precincts of the Academy including the power to expel any trainee from the training session for any violation of rules and proved indiscipline and to recommend such case to the disciplinary authority for appropriate action.

- (vii) The Director shall organize trainings, seminars, workshops other than the trainings mentioned in the Academic Calendar as and when directed by the Supreme Court, High Court, Patron-in-Chief and the Chairman.
- (viii) The Director shall supervise research work performed by the Faculty Members, Deputy Director (Research and Training) and the Assistant Research Scholar.
- (ix) The Director shall exercise overall supervisory control over the administration, accounts, finance, infrastructure and other academic activities of the Academy.
- (x) The Director shall be assisted by the Additional Director (Administration), Additional Director (Academics), Joint Director, Deputy Director (Administration), Deputy Director (Research and Training) and Faculty Members for efficient functioning of the Academy.
- (xi) All correspondences for and on behalf of the Academy shall be in the name of the Director, who may, delegate his function of correspondence to any of the officers in the Directorate.
- (xii) The Director shall maintain individual dossier of the trainees mentioning their behavior, conduct, etc. during their stay and training programme at the Academy.
- (xiii) The Director shall participate and take classes in the training programmes as a Faculty Member from time to time.
- (xiv) The Director shall exercise powers of the appellate authority under the "Right to Information Act, 2005".
- (xv) The Director may delegate any of his administrative and academic powers to any member of the Directorate as per the need and exigency.
- (xvi) The Director shall have the power/authority to entrust any work to any 'Employee' [as defined in Rule 2 (t)] including the services of Attendant of any category for any other purposes meant to be served by the said Employee or Attendant, as per the requirement of the Academy.

17. Appointment of the Additional Director (Administration): A person, in Superior Judicial Service in selection grade having administrative skill,

shall be appointed to the post of Additional Director (Administration) by the Government on the recommendation of the Standing Committee.

18. Power and Functions of the Additional Director (Administration):

- (i) The Additional Director (Administration) shall work under the supervision and control of the Director and shall be responsible for financial planning including preparation of annual budget, supplementary budget and submission of report of the Director to the Board, High Court or appropriate government. He shall also be responsible for maintenance of infrastructure of the Academy. He shall be assisted by the Joint Director in financial matters, and the Deputy Director (Administration) in administrative matters of the Academy.
- (ii) The Additional Director (Administration) shall discharge such other functions and duties as assigned by the Patron-in-Chief, the Board, the Chairman, or the Director.
- (iii) The Additional Director (Administration) shall participate and take classes in the training programmes as a Faculty Member from time to time.

19. Appointment of the Additional Director (Academics): A Judicial Officer of Bihar Superior Judicial Service, shall be appointed to the post of Additional Director (Academics) by the Government on the recommendation of the Standing Committee.

Provided that a retired officer of the aforementioned rank may be appointed to the post of Additional Director (Academics) by the State Government on the recommendation of the Standing Committee.

20. Power and Functions of the Additional Director (Academics): The Additional Director (Academics) shall be responsible for;

- (i) organization of the trainings and all matters connected therewith and incidental thereto.
- (ii) preparation of curriculum, syllabus, routines of the orientation courses/refresher courses for the trainees in consultation with the Director. He shall also be responsible for conduct of all the special trainings as directed by the Patron-in-Chief, the Chairman, the Board or the Academic Council.
- (iii) publication of magazines and journals of the Academy including its academic activities.

- (iv) preparation of the training calendar in consultation with the Director and the other members of the Directorate of the Academy.
- (v) participate and take classes in the training programmes as a Faculty Member from time to time.
- (vi) perform such other functions and duties connected with academics as assigned by the Chairman or the Director.

21. Appointment of the Joint Director: A Judicial Officer of Bihar Superior Judicial Service shall be appointed to the post of Joint Director by the Government on the recommendation of the Standing Committee.

22. Power and Functions of the Joint Director: The Joint Director;

- (i) shall be responsible for the preparation of budget, sending of reports to the appropriate Government or any authority under supervision of the Director and the Additional Director (Administration).
- (ii) shall look after the accounts and finance of the Academy under the supervision of Director or Additional Director (Administration).
- (iii) shall exercise the delegated power of drawing and disbursing officer of the Academy.
- (iv) shall assist the Additional Director (Academics) in publication of magazines and Journal of the Academy and shall perform such other functions as may be assigned to him by the Director or Additional Director (Academics).
- (v) shall participate and take classes in the training programmes as a Faculty Member from time to time.
- (vi) shall exercise powers of a Public Information Officer under the "Right to Information Act, 2005".

23. Appointment of Deputy Director (Administration): A person, in the cadre of Civil Judge (Senior Division), shall be appointed to the post of Deputy Director (Administration) by the Government on the recommendation of the Standing Committee.

24. Functions of the Deputy Director (Administration): The Deputy Director (Administration) shall be the liaison officer-cum-Chief Protocol Officer of the Academy and shall:

- (i) be responsible for the day-to-day administrative affairs of the Academy.
- (ii) liaison with different departments of the Government.
- (iii) participate and take classes in the training programmes as a Faculty Member from time to time.
- (iv) perform any other work assigned by the Chairman, the Director, the Additional Director (Administration) and the Joint Director.

25. Appointment of Deputy Director (Research & Training): Two or more Judicial Officers, in the cadre of Civil Judge (Senior Division), shall be appointed to the post of Deputy Director (Research & Training) by the Government on the recommendation of the Standing Committee.

26. Functions of the Deputy Director (Research and Training): The Deputy Director (Research & Training);

- (i) shall be responsible for the day-to-day training, its management and preparation of course material for the training.
- (ii) shall collect research material and discharge other works as may be assigned to him from time to time by the Director and the Additional Director (Academics).
- (iii) shall be responsible for the collection of material for magazines/journals and for the seminars/workshops, etc.
- (iv) shall participate and take classes in the training programmes as a Faculty Member from time to time.

27. Faculty Members: There shall be Senior Faculty Member and Guest Faculty Member who shall look after the quality of training in the Academy, take classes, prepare the course curriculum as well as study materials in consultation with Additional Director (Academics).

- a) Senior Faculty Member:** A person who has retired from the cadre of Superior Judicial Service, shall be appointed on contract basis as a Senior Faculty Member by the Board in consultation with the Patron-in-Chief.
- b) Guest Faculty member:** Any person from amongst the retired High Court Judges, the retired Judicial Officers, renowned jurists including Academicians and legal practitioner of repute or from any other field;

shall be engaged from time to time as a Guest Faculty member by the Chairman of the Academy from time to time.

28. Assistant Research Scholar:

- (i) The Assistant Research Scholar shall be appointed on contract basis by the Board in consultation with the Patron-in-Chief.
- (ii) The Assistant Research Scholar shall be responsible for preparation of research materials and study materials for different courses under the supervision of Additional Director (Academics) and Deputy Director (Research & Training).

Chapter – IV
(Establishment)

29. There shall be a General Administration Section, Account Section, Hospitality Section, Protocol Section, Store Section, Library Section, Computer Section, Training Section, Research Section, and such other divisions dedicated for smooth functioning of the Academy.

30. General Administration: The Assistant Administrative Officer shall be the in-charge of General Administration Section of the Academy. He shall be assigned sensitive duties such as handling of confidential matters, tenders, bill, etc. He shall function under the control of the Deputy Director (Administration). He shall be responsible for:

- (i) Daily scrutiny of attendance register, scrutiny of casual leave and other leave applications.
- (ii) Daily allocation of works to Head Clerk and stenographers and ensuring their work completion.
- (iii) Marking of daily receipts and their proper distribution.
- (iv) Preparation of duty roster of the staff of the Academy.
- (v) Scrutiny of Dak, their speedy disposal and maintenance of dispatch registers.
- (vi) Daily inspection of the office to ensure that no paper or file has been overlooked.
- (vii) Timely submission of arrear report and other returns, scrutiny of monthly/ half yearly/annual reports.
- (viii) Timely supply of liveries to Group-C employees and their proper maintenance and use by the employees.
- (ix) Maintenance of all confidential administrative matters including individual dossiers of the trainees.
- (x) Scrutiny of entries of service book and leave account of all employees of the Academy.
- (xi) Processing of cases of appointments, promotions, increments, etc. of employees of the Academy.
- (xii) Weeding out of unwanted papers with the permission of the Director.

- (xiii) Checking and ensuring proper maintenance of all registers required to be maintained in each section.
- (xiv) Ensuring the maintenance and security arrangement of the Academy and timely opening and closing of office.
- (xv) Scrutiny of leave applications, LTC claims and other claims put up by the employees for sanction and their timely settlement.
- (xvi) Daily disposal of files of Administrative and other matters put up by the Clerks.
- (xvii) Scrutiny of all proposal for purchases viz. Stationery, consumables, spare parts, etc. and to hire services.
- (xviii) Supervising the preparation of all types of budgets and submission of the same in time.
- (xix) Issuing administrative instructions to employees on direction of the Deputy Director (Administration).
- (xx) Conducting physical verification of the stocks/equipment/materials as per Rules and submission of report to the Deputy Director (Administration).
- (xxi) Other miscellaneous works as assigned by the Director/Additional Director (Administration)/Deputy Director (Administration).

31. Account: The Account Section of Academy shall function in accordance with the Bihar Financial Rules, as amended from time to time. The Accountant shall be the in-charge of Account Section of the Academy who shall be assisted by the staff of the Accountant Department. The Accountant shall exercise administrative control over the Section. He shall function under the control of Joint Director. The duties of Accountant shall include:

- (i) To prepare budgets/preparation of Budgets.
- (ii) Handling of payroll duties and making timely payments of pay and allowances to the officers and employees of Academy.
- (iii) Preparation of the bills of vendors (including government) and honorarium to the faculty members on time.
- (iv) Preparation of financial reports including maintenance of accounts.
- (v) Compliance by audit standards.

- (vi) Maintenance of cash book and placing it before Joint Director for verification.
- (vii) Assisting purchase committee in procurement of articles and service through quotation, tender or direct purchase.
- (viii) Attending other miscellaneous work as assigned by the Director/Additional Director (Administration)/Joint Director/Deputy Director (Administration).

32. Hospitality: The Hospitality Section of Academy shall manage housekeeping, catering, Gardening and other activities essential for maintenance of Academy. The Manager Hospitality shall be the in-charge of this Section who shall be assisted by the Assistant Manager Hospitality and the Chief Cook of the Academy. The Manager Hospitality shall exercise administrative control over the Section. He shall function under the control of Deputy Director (Administration). The Manager Hospitality shall:

- (i) Prepare hostel room allotment list for the trainees for verification and approval by Deputy Director (Administration).
- (ii) Organize and coordinate all services such as housekeeping, catering, laundry, maintenance of equipment (Air Conditioner, Geyser, Television, Water Purifier, Water Cooler, Intercom etc.) bill payment/recharge of subscriptions (DTH, Telephone) to ensure uninterrupted services.
- (iii) Supervise and evaluate employees engaged in Housekeeping, Gardening and Catering services.
- (iv) Ensure that supplies and equipment are adequate in quantity and quality.
- (v) Enforce adherence to regulations, quality and safety standards
- (vi) Ensure that all records of service, supply and utilisation are maintained properly and place before Deputy Director (Administration) for scrutiny from time to time.
- (vii) Make sure that all equipment and fixtures are in working condition.
- (viii) Ensure that every guest is properly attended during his stay in the Campus of the Academy.
- (ix) Maintain proper housekeeping standards, and attend to the complaint of the trainees.

- (x) Engagement of sweepers, room attendants, gardeners, mess employees, to ensure hygiene and cleanliness in the buildings, mess, kitchen and campus of the Academy.
- (xi) Supervise the work of the Receptionist and ensure proper maintenance of visitor's book and check-in register.
- (xii) Attend to other miscellaneous works as assigned by the Director/ Additional Director (Administration)/Deputy Director (Administration).

33. Protocol: The Protocol Section of the Academy shall be headed by the Protocol Officer who shall be assisted by the Assistant Protocol Officer. The Protocol Officer shall exercise administrative control over the Section. He shall function under the control of the Deputy Director (Administration). The duties of Protocol Officer shall:

- (i) Plan and orchestrate V.I.P. visits, meetings, trainings, seminars, conferences and special events.
- (ii) Pay attention to details such as reception/departure off the dignitaries, guests and resource persons, vehicular movement, seating arrangements.
- (iii) Properly attend to the V.I.P.s and ensure that every guest in the Academy is accorded due respect.
- (iv) Attend to other miscellaneous work as assigned by the Director/Additional Director (Administration)/Deputy Director (Administration).

34. Store: All procurements, stocks, disbursement and disposal shall be managed as per Bihar Financial Rules, as amended from time to time, and guidelines issued by the Government or the Board.

The Store Keeper shall exercise administrative control over the Section. He shall be assisted by the Assistant Store Keeper. He shall be in-charge of stock and its disbursement and disposal. He shall function under the control of Deputy Director (Administration). His duties shall be as follows:

- (i) To ensure that all non-recurring items/ equipment/ furniture etc. are entered in the Dead Stock Register. All recurring/consumables

like stationery, housekeeping materials, etc. items are entered in the Stock Register. Accession Register is maintained for all type of purchases, Issue Register is maintained for all types of issues from the Store and Indent Register is maintained for all types of requisitions.

- (ii) To ensure that Information entered in the Dead Stock Register includes Date of Purchase, Cost, Purchase Order Number, Section, and Budget head of expenditure.
- (iii) To ensure that Description of equipment entered in the Dead Stock Register includes the Make, name of Manufacturer, Model Number, Serial Number, and Academy Identification Number as well as asset category Warranty period.
- (iv) To Maintain receipts, records, and withdrawals of the stockroom in a stock register in a fair and clear manner without overwriting, cutting and duplication. Current records as to movement of equipment to be maintained in a manner that any item of equipment can be located for inspection or inventory purpose within a reasonable time. The responsible user section shall notify the Store Keeper of any change in location of equipment.
- (v) To Place stock registers before Deputy Director (Administration) for periodic verification.
- (vi) To receive, unload, and stock supplies.
- (vii) To perform other stock-related duties, including returning, packing and collecting supplies.
- (viii) To inspect deliveries for damage or discrepancies and report those to Account for reimbursements and record keeping.
- (ix) To rotate stock and coordinate the disposal of surpluses.
- (x) To manage all documentation to confirm proper stock levels and maintain inventory control. Place annual/ supplementary budget of Stores before Account Section.
- (xi) Coordinate the handling of freight, the movement of equipment, and carrying out of minor repairs.
- (xii) To maintain record of the issues in the following manner:

- (a) Stores shall be issued only against the issue slip furnished by the concerned section counter signed by the Deputy Director (Administration). The issue slips or entries in the Issue Register shall be serially numbered, dated and posted in the stock register in the chronological order. In the case of consumable stores frequently issued, the issue entries in the stock register may be made weekly or monthly at convenience, taking into account the total quantity issued during the period.
 - (b) Non-consumable Stores: Issue of articles on loan for short period will not be struck off from the register. All the receipts for issues will be recorded properly to trace the location. The location of such stores will be specified in the 'remarks' column of the register. Unserviceable stores, losses, written off articles will be struck off from the register wherein the order of sanctioning the write off shall invariably be quoted and balances reduced accordingly.
 - (c) Consumable Stores: shall be issued to the extent actually required and shall be struck off from the register on furnishing of issue slips and entry in the Issue Register indicating the name of the article, quantity and purpose for which it is required including the requisitioning Section. These entries shall be signed by the individuals receiving and issuing the articles and approved by the Deputy Director (Administration).
- (xiii) To collect consumed/exhausted articles and maintain stock of damaged and destroyed articles not fit for repair or reuse.
 - (xiv) To ensure that the equipment is properly tagged, and bar code labels or permanent markers are put on the equipment.
 - (xv) Attend to other miscellaneous works as directed by the Director/ Additional Director (Administration)/Deputy Director (Administration).

35. Library: The Academy shall have reference Library to maintain Books, Journals, Periodicals, Magazines, Newspapers, e-resources, etc. for trainees and resource persons. The Library shall be managed and maintained by a

Librarian, who shall be assisted by the Assistant Librarian. The Librarian shall exercise administrative control over the Library. He shall function under the control of Deputy Director (Research & Training). The duties of the Librarian shall be as follows:

- (i) Selecting, developing, cataloguing and classifying library resources.
- (ii) Answering readers' queries.
- (iii) Maintain library systems and special computer applications.
- (iv) Exercise control over the employees of Library, including their training and/or other supervisory duties as may be assigned.
- (v) Ensuring that library services meet the needs of particular groups of users (e.g. trainees, researchers, resource persons).
- (vi) Supporting research and training sections.
- (vii) Developing Information Technology facilities for e-library access.
- (viii) Assisting readers to use computer equipment, conduct literature searches etc.
- (ix) Promoting the library's resources to users.
- (x) Attend to other miscellaneous work as assigned by the Director/Additional Director (Administration)/Additional Director (Academics)/Deputy Director (Administration).

36. Computer Section: The Academy shall have Computer Laboratory, Information & Communication Technology (ICT) infrastructure, Smart Interactive Class Rooms and Communication Network (wired/wireless). There shall be a System Officer assisted by System Assistants to manage and maintain ICT infrastructure of the Academy. The System Officer shall function under the control of Deputy Director (Administration). He shall exercise administrative control over the Section. The duties of System Officer shall be as follows:

- (i) To manage ICT infrastructure such as servers, computers, laptops, scanners, printers, Local Area Network, Internet Connectivity, communication equipment such as switches, routers, modems, Wi-Fi, U.P.S., etc.

- (ii) To manage training infrastructure such as Smart Interactive Class Room system, Projectors, Digital Display/Video Wall, Digital Podium, Audio-Visual System, Video Conferencing System, etc.
- (iii) Interaction with vendors for maintaining and supporting the equipment.
- (iv) Installation and maintenance of Operating System, office tools, customized application etc.
- (v) To assist in training of judicial officers and Court staffs.
- (vi) Ensure proper use of office equipment and address any malfunctions.
- (vii) Such other technical support/ duties as assigned by the Academy or the High Court from time to time.
- (viii) Scan documents for digitization of records/files of all sections of Academy and print files, when needed.
- (ix) Comply with data integrity and security policies.
- (x) Attend to other miscellaneous work as assigned by the Director/Additional Director (Administration)/Deputy Director (Administration).

37. Training: The Training Section shall be manned by Clerks, Stenographer and Data Entry Operator and other staff as and when required. The section shall be controlled by Deputy Director (Research & Training). The functions of this section shall be as follows:

- (i) Prepare list of Training Batches for preparation of Academic Calander and for Sparing of Trainees for training programmes, for placing it before the Additional Director (Academics) for approval of the High Court.
- (ii) Prepare and maintain attendance sheet and absentee report of the trainees for verification by the Course Coordinator of that training programme.
- (iii) Receiving and maintaing record of leave and other applications from the trainees and placing it before the concerned Course Coordinator.
- (iv) Compile requests received from the trainees for rescheduling or exemption from the training programme, for placing it before

Additional Director (Academics) for communication to the High Court for appropriate order/direction.

- (v) Maintain digital data of the trainees.
- (vi) To compile and maintain data of training programmes topicwise according to priorities and requirements while maintaining its confidentiality.
- (vii) Attend to other miscellaneous work as assigned by the Director/Additional Director (Administration)/Additional Director (Academics)/Deputy Director (Administration).

38. Research: The Research Section shall function under the control of the Additional Director (Academics), who shall be assisted by Deputy Director (Research & Training) and Assistant Research Scholar. They shall be assisted by one or more Clerk and Stenographer.

The function of this Section shall be as follows:

- (i) Preparation of course curriculum and study material for training programmes.
- (ii) Compilation of feedbacks and impact assessment of training programmes on justice delivery system.
- (iii) Evaluation of guest faculty members and their core area of expertise.
- (iv) Evolving techniques and methodology for imparting training in most effective manner.
- (v) Publishing magazines, journals, articles, etc. on regular intervals.
- (vi) Prepare document of special training/conference/seminar for research and publication.
- (vii) Suggest the topics for training/seminar/conference based on need, feedback, direction and changes (amendment or ruling) in the legal field.
- (viii) Perform any other research works as directed by the High Court.
- (ix) Attend to other miscellaneous work as assigned by the Director.

Chapter - V
(Service Conditions and Disciplinary Rules)

39. Pay & Allowances: The Pay & Allowances of the Director, Additional Director (Administration), Additional Director (Academics), Joint Director, Deputy Director (Administration) and Deputy Director (Research & Training) shall be the same as they were drawing as a judicial officer in their parent cadre. In addition, thereto, they will be entitled to receive special pay/teaching allowance and other facilities to which they are entitled in their parent cadre and any other allowance as may be determined by the Board with the approval of the Patron-in-Chief.

40. Residential Facilities: The Director, Additional Director (Administration), Additional Director (Academics), Joint Director, Deputy Director (Administration) and Deputy Director (Research & Training) shall be provided with a residential quarter in the campus of the Academy, subject to its availability, otherwise, they will be entitled to receive house rent allowance as per their entitlement in their parent cadre.

41. Appointment of officers and employees of the Academy either on substantive post or on deputation: The Board, in consultation with the Patron-in-Chief, shall determine the number of Group-B, Group-C posts in the Academy together with their pay and allowance, from time to time with approval of the Government.

- (i) The Appointment of officers and employees of the Academy in Group-B, Group-C shall be either by direct recruitment or by deputation as prescribed under Schedule-I.
- (ii) The Patron-in-Chief or the Board, may, at any time, repatriate the officers and employees of the academy appointed on deputation.
- (iii) The other officers and employees, working on deputation in the Academy, shall be entitled to get deputation allowances and other allowances as admissible from time to time, under the Bihar Service Code.

42. Appointment of employees by direct recruitment/deputation:

- (i) There shall be an Appointment Committee consisting of the Director, Additional Director (Administration) and Additional Director (Academics) of the Academy.
- (ii) The eligibility, criterion for academic and other qualifications for the officers and employees shall be as prescribed in schedule-I.

- (iii) The minimum age of eligibility of the candidates for direct recruitment to the Group-B, Group-C posts shall be 21 years and the maximum age shall be relaxed as per the provisions of State Government in force for different categories of candidates.
- (iv) Procedure for appointment shall be determined by the Board from time to time.
- (v) All direct recruitments shall be made by the appointing authority on the recommendation of the Appointment Committee subject to the approval of the Board.
- (vi) Any deputation on Group-B, Group-C posts shall be made by the Board with approval of the Standing Committee of the High Court.
- (vii) For administrative exigencies any Group- B, Group-C employee can be sent on deputation to the High Court or the Civil Courts and vice versa.

43. Reservation: In the matter of appointment, the Appointment Committee shall follow the reservation policy in force in the State.

44. Probation:

- (i) The Initial appointment of any employee shall be made on probation for a period of two years.
- (ii) Appointing Authority may for reason to recorded in writing, extend the period of probation for further one year.
- (iii) On satisfactory completion of the probation period or extended period of probation, the service of the employee may be confirmed on the post on which his/her appointment is made by the order of Appointing Authority with the approval of the Board on confirmation he/she shall become eligible to be considered for the considered for promotion in terms of the Rules.
- (iv) The direct recruit shall be liable to be removed from service if his/her performance or conduct during probation period and/or in the extended period of probation, is found not to be satisfactory.

45. Seniority:

- (i) The seniority of persons appointed by direct recruitment shall be determined according to their rank in the merit list in their respective cadre.
- (ii) The seniority of the promoted officer shall be determined as follows -

a) If they are promoted on different dates, then, according to the date of promotion.

b) If they are promoted on the same date, then on the basis of their seniority in the grade from which they are promoted.

(iii) Inter-se Seniority.

46. Appointment by Promotion and Compassionate Ground: Any appointment by way of promotion of the employees to the higher post in the Academy shall be made by the Appointing Authority with the approval of the Board, on the basis of merit-cum-seniority on the recommendation of the Appointment Committee. Appointments may also be made on compassionate ground in appropriate cases with the approval of the Board on the recommendation of the Appointment Committee of the Academy as per the rules applicable to the State Government employees under the Bihar Service Code as amended from time to time.

47. Modified Assured Career Progression (MACP): Modified Assured Career Progression shall be given to the employees of the Academy in the manner as may be prescribed for the State Government employees, from time to time, by the Appointment Committee with approval of the Board.

48. Superannuation/Retirement: The age of superannuation/retirement of the employees of the Academy shall be the same as applicable to the State Government employees under the Bihar Service Code as amended from time to time.

49. Leave: The employees of the Academy shall be entitled to leave facilities as admissible to State Government Officers and staffs under the Bihar Service code.

50. Conditions of service of Judicial Officers on deputation: The conditions of Service of Judicial Officers on deputation shall be the same as in their respective parent cadre.

51. Disciplinary proceeding: The Appointing Authority or any authority appointed by the Board shall be the disciplinary authority and any disciplinary proceeding initiated against an employee of the Academy shall be governed by the Rules and circulars issued by the Government applicable to the Judicial Officers and employees of the Civil Courts as in force.

52. Appointment of employees on contract:

- (i) Appointments on contract basis shall be made on the post sanctioned by the State Government through open advertisement and in the manner as may be prescribed by the Board from time to time.
- (ii) The essential qualification for appointment on contract shall be the same as prescribed for substantive appointment.
- (iii) All such appointments shall be made by the Board or through the committee constituted by the Board with approval of the Patron-in-Chief.
- (iv) Such appointment shall be made initially for a period not exceeding three years, which, on completion of satisfactory service, may be extended at the discretion of the Board, if the requirement for engagement of contractual workers still subsists.
- (v) Remuneration to the employees appointed on contract basis shall be such as may be approved by the State Government on recommendation of the Board.

Provided that remuneration of a retired employee appointed on contract basis shall be the salary attached to the post on which he/she is appointed less the Pension + Dearness Allowance received by him/her.

- (vi) An appointee on contract basis shall be entitled for Leave and/or to such other benefits as may be determined by the Board from time to time.
- (vii) Such appointment shall automatically stand terminated on expiry of the period of contract unless extended as per clause (iv).
- (viii) It shall be essential for a candidate to produce Medical Fitness Certificate issued from the office of Chief Medical Officer, certificate of good conduct issued by the last employer/ any respectable member of the society and a self-declaration regarding criminal antecedent or pending criminal case, if any, on affidavit, at the time of appointment.
- (ix) It shall be essential for all appointees to execute an agreement in conformity with the format prescribed in schedule-II appended to these Rules.
- (x) All contract appointments are terminable on one month notice given by either party and/or if the person so appointed violates any of the term or conditions of the agreement entered into between the parties.

- (xi) The officers and employees appointed on contract posts, shall have no claim for their absorption in the Academy.
- (xii) Persons engaged in Group-C posts on contract or daily wage basis, on the date of enforcement of this Rules, shall be eligible for consideration of their case for absorption against the post held by them subject to the conditions determined by the Board as a onetime measure against the sanctioned posts.

Chapter- VI
(Finance, Audit and Account)

53. Procedure for Purchase of articles, equipment, stationery, etc.: The procedure laid down in the Bihar Financial Rules, as amended from time to time shall be applicable to all procurements of articles and services.

The directions issued by the Board shall also be followed strictly while making the procurements. The following procedure shall be applied for purchase of stores/equipment:

- (i) Articles/equipment/stationery shall be purchased after ascertaining the present stock of material available with the section/department.
- (ii) While purchasing any Articles/equipment the utility of a similar equipment if any, available with the Academy, shall be ascertained. The old equipment shall be used if its repair is feasible and economical.
- (iii) Purchase process shall be initiated taking into consideration the requisition of the Articles/equipment/stationery made by different various sections in a year subject to availability of budgetary provision etc. and after obtaining administrative approval of the Director/Chairman/Board.
- (iv) In the case of articles frequently required throughout the year, viz., stationery, hardware material etc., the Academy may enter into Annual Rate Contract or contract for such a period as may be considered necessary.
- (v) All the purchases of articles/equipment/stationery, books and journals shall be placed before the purchase committee for approval.
- (vi) Normally repeat orders will not be permissible however the Academy may place such orders owing to exigencies within six months from the date of first supply order, after recording reasons therefor.

54. Purchase Committee: There shall be a purchase committee constituted by the Director consisting of the three or more members of the Directorate. The Purchase Committee shall meet regularly to recommend purchase of articles/equipment/stationery, book & journal or services through purchase processes viz. quotation, tender, single tender, etc. as per the Bihar Financial Rules and the Financial Sanction limit of the Director/Chairman/Board.

55. Purchase/Supply/Work Orders: While issuing the purchase/supply/work order the following points should be taken into consideration:

- (i) No purchase/supply/work order shall be issued without approval of the Director/Chairman/Board on the recommendation of Purchase Committee.
- (ii) Purchases shall not be split up to avoid the sanction from higher authority.
- (iii) After the quotation/tender rates have been approved by the competent authority, the supplier shall be informed accordingly and asked to execute an agreement as per terms and conditions given at Schedule III. On execution of the agreement, and on obtaining minimum performance security deposit (by way of conversion of Earnest Money Deposit), a written supply order shall invariably be issued by Director or any Officer authorized by him by a written order indicating the requirements of various articles, accepted rates, delivery schedule and other conditions agreed upon in connection with the purchases.

56. General Principles of management of Account: The account of Academy shall be managed as per Bihar Financial Rules, as amended from time to time. The account of Academy shall be maintained in the following manner:

- (i) Every officer/employee of the Academy shall exercise the same vigilance in respect of expenditure incurred in connection with the transactions of the Academy, as a person of ordinary prudence would exercise in respect of expenditure of his own money.
- (ii) Every officer/employee incurring or authorizing expenditure from the Academy Funds shall be guided by high standards of financial propriety.
- (iii) All expenditures are to be sanctioned by the Director/Chairman/Board as per their financial power of sanction.
- (iv) A Cash Book mentioning the receipts and expenditure is to be maintained by the Account Section of the Academy, which shall be duly verified by the Joint Director of the Academy every two months.
- (v) No authority shall exercise its powers of sanctioning expenditure to pass an order which will be directly or indirectly to his own benefit and advantage.

- (vi) Responsibility of internal control over Financial Matters shall lie with Joint Director, who shall ensure that appropriate and adequate arrangements exist to comply with the regulations and financial procedures and that records are accurately maintained.
- (vii) Every expenditure shall require an administrative approval by the competent authority as per the financial sanction limit and nature of expenditure. All sanctions for expenditure shall indicate the details of provisions under the relevant budget head wherefrom expenditure is to be met. A sanction order shall come into force from the date of issue unless any other date is specified therein.
- (viii) All moneys received by or on behalf of the Academy either as dues of the Academy or for deposit or otherwise, shall be brought into Academy account without delay. The sums received shall forthwith be deposited into the authorized bank or the Treasury of the State Government and appropriation of receipts towards any expenditure shall be strictly prohibited.
- (ix) No duplicate copy of a receipt for money received, or of a bill or other document for the money already paid, shall be issued on the ground that original has been lost. If any necessity arises for such a document, a certificate may be given that on a specified day a certain sum on a certain account was received from or paid to a certain person.
- (x) The accounts and financial records of the Academy shall be maintained for every financial year in the prescribed forms and registers. No account shall be maintained on loose sheets or loosely bound volumes.
- (xi) No addition or alteration or modification of any register or form prescribed under the Bihar Financial Rules or introduction of any new form shall be allowed without the prior sanction of the Chairman/Board.
- (xii) The pages of all account books shall be serially numbered and each page shall bear a stamp of the Academy. The Joint Director shall record on each book a certificate of the number of pages it contains.
- (xiii) Every correction or alteration in accounts shall be made neatly in red ink (a single line being drawn through the original entry to be corrected) and attested by the dated initials of the officer drawing the bill or person preferring the claim, while those in the pay orders shall

be similarly attested by the officer signing them. Erasures shall be absolutely forbidden and no document with an erasure shall be accepted.

57. Details of Receipt Books, Cheque Books, etc.: The details of the receipt books, forms, Cheque Books and articles having money value brought in stock by the Academy shall be maintained in separate registers. The following instructions regarding maintenance of such registers shall be strictly observed:

- (i) The stock of receipt books, forms etc., shall be in the custody of the Accountant who shall maintain an account thereof. The details of Receipt Books, Cheque Books etc., shall be recorded on different registers.
- (ii) As soon as the books are received the total number of receipts contained in each book shall be examined and certified by the Accountant on the reverse of last page of the book. Where the number of receipt books is large such certificate shall be recorded before a receipt book is issued for use. All the receipt books duly certified will then be recorded in the main stock register and will be countersigned on the last page by the Joint Director.
- (iii) Not more than one receipt book shall be issued to the collection staff at a time unless it is immediately required for use. Fresh issues shall not be made until after the completed books are returned and when this is not possible, the Accountant shall return the completed receipt book immediately after its completion.
- (iv) The note of every issue of a receipt book etc., in the register and its return after completion shall be attested by the clerk maintaining the account.
- (v) The books shall be issued in a serial order, the number of receipts contained therein shall be noted in the register.
- (vi) Unless the partly used receipt books are brought into use during the next year under the order of the Joint Director, the unused receipts shall be cancelled at the close of the financial year and an endorsement to that effect shall be made by the Accountant.
- (vii) On receipt of the completed books or during inspection, the entries made therein shall be carefully scrutinized by the Joint Director and the originals of receipts therein shall be counted to see that none have

been removed or misused and a certificate to that effect shall be recorded on the reverse of the last original receipt. Erasures and corrections shall be critically scrutinized and the used books shall be kept in the custody of the Accountant for the purpose of annual audit.

- (viii) The Accountant shall ensure that money collected daily shall be deposited in the account of Academy or treasury or as per the rules in force.
- (ix) Actual physical verification of the stock of receipt books shall be carried out twice a year (last week of September and March) by the Assistant Administrative Officer and a certificate to that effect shall be recorded in the stock register under his signature. The stock register shall be countersigned by Joint Director.

58. Expenditure: All expenditures incurred from the Academy funds is to be regulated in the following manner:

- (i) The Academy shall make its expenditure under different heads within the Budget approved by the Board.
- (ii) The expenditure incurred shall conform to the relevant provisions of the Act, Statutes, Ordinances, Regulations and Rules framed by the State Government.
- (iii) Every expenditure shall require an administrative sanction, either by special or general order, to be accorded by the Director/Chairman/the Board, as the case may be.
- (iv) All bills shall be prepared in the printed forms/computerized forms stating full particulars as regards the amount, the name of the payee and the nature of claims so as to be amenable for its identification at any later date in consonance with the provisions of Comprehensive Financial Management System (CFMS). The bills shall be prepared and signed by the Accountant. The amount of the bill shall be written in words as well as in figures.
- (v) When a bill is presented on account of charges incurred under special orders, the order sanctioning the charges shall be quoted in the bill. Copies of sanctions accompanying the bill shall be duly certified as true copies by the Joint Director.
- (vi) The payment shall be made only on the basis of an order passed by the authorized signatory. Dates of payments shall, wherever possible, be noted in the acknowledgement. If for any reason, it is not possible

to note the date of payment by the payee, the date of actual payment shall be noted by the person responsible for making the payment under his initials.

- (vii) Every voucher shall ordinarily bear or have attached to it an acknowledgement of the payment signed by the person for whom or on whose behalf the claim is presented. No payment shall be made in the absence of the necessary acknowledgement. If a voucher is lost, a certificate of payment prepared in manuscript and signed by the Joint Director and endorsed, if necessary, by his superior officer shall be placed on record. Full particulars of the claim shall invariably be set forth.

- (viii) Every claim received in the Sections of Academy shall be checked by the in-charge of that section before forwarding to the Account Section for payment in the following manner:
 - a) All claims for supply of material shall be received in Stores Section.
 - b) All works claims (maintenance, repair, labour charges, photography/ videography, publication, printing, etc.), all other claims pertaining to administrative sections and refund claims shall be received in General Administration Section.
 - c) All pay claims, honorarium claims, G.P.F advance bills, medical reimbursements, LTC/HTC, etc. shall be received in Account Section.
 - d) All claims for managing the catering, garden and housekeeping shall be received in Hospitality Section.
 - e) All claims for fuel for vehicles based on log book entry shall be received in Protocol Section.
 - f) All claims for supply of books, magazines, journals, newspapers and like claims shall be received in Library Section.
 - g) On the receipt of supplier's Bill, an endorsement shall be made by the in-charge of the concerned section regarding the article/equipment/ stationery/book/journal received, inspected and taken on charge in the following manner:

1. Article/equipment/stationery/book/journal received
on.....

2. Certified that the article/equipment/stationery/book/journal mentioned in the bills have been inspected/verified and found to be in accordance with the supply order and are correct.

3. Entry taken in Stock/Dead Stock Register page..... Sl. No.....

In-charge of the Section

(ix) All proposals for administrative sanctions shall be routed through proper channel. In case of the academic matters, proposals for administrative sanction shall be routed through the Additional Director (Academics). Proposals related to financial matters shall be routed through the Joint Director. In case of administrative and other sections proposals for administrative sanction shall be routed through the Additional Director (Administration)/Deputy Director (Administration).

59. Recoveries of over-payment:

(1) Over-payments made during any financial year shall be adjusted immediately on detection by deduction from the outstanding bills/dues payable to the person concerned.

(2) Where no such bill /dues are outstanding for payment to the person to whom over payment has been made, the overpayment shall be recoverable from the person concerned/his legal heir/assignees as a public demand under the Bihar and Orissa Public Demand Recovery Act, 1914.

60. Payment in case of Death: In case of death of the payee, the amount payable, shall be paid to his legal heirs. The claimant shall furnish a certified copy of Probate/Succession Certificate/Letters of Administration along with the original document which shall be returned to him after verification. In case he has not obtained any representation to the estate of the deceased, the following procedure shall be applicable:

(i) Where the amount payable is less than Rs.50,000/- (fifty thousands) the same may be paid to the legal heirs of the deceased or to one heir who is authorized by all the other legal heirs of the deceased, on the strength of a certificate that they are the sole legal heirs, issued by a Gazetted Officer, Special Executive Magistrate or Deputy Director (Administration)/Head of the Department (in case of the employee) and on production of an indemnity bond duly stamped and executed by all the heirs.

- (ii) Where the amount payable is over Rs.50,000/- (fifty thousands) but less than Rs.1,00,000/- (one lakh) the payment of the dues may be made to the legal heirs of the deceased or to one heir who is authorized by all the other heirs on production of an indemnity bond being executed in favour of the Academy on a stamped paper of the requisite amount by all the legal heirs of the deceased and two approved sureties together with a certificate from a Gazetted Officer, Head of the Department (in case of the employee) to the effect that the claimants are the only legal heir to the estate of the deceased.
- (iii) A claim exceeding Rs.1,00,000/- (one lakh) may be settled on production of succession certificate from the competent authority.

61. Stale Cheques/ Demand Drafts, Cheques/Demand Drafts Lost or Misplaced: The Accountant shall submit a report of all time-barred cheques/demand drafts (DDs) on the tenth of every month indicating whether the intimations were sent to the parties concerned and shall take further actions to write back the cheques or issue fresh cheques or revalidate the demand drafts under the orders of the Joint Director.

If the cheque/DD is lost or misplaced by the payee, the bank concerned shall be advised immediately to stop payment thereof. Normally a fresh cheque/DD shall be issued only after the expiry of the period of three months from the date of issue of the cheque/DD. Should the payee, however, desire the cheque/DD to be issued to him earlier, it shall be issued only after the receipt of the advice from the bankers to the effect that they have taken note of the instructions to stop payment against lost cheque/DD and on obtaining from the payee an indemnity bond duly executed by payee.

62. Banking Arrangements: The setting up of Academy bank accounts, including the mandate for each account and subsequent changes to the mandate, must be approved by the Board of Governors upon the recommendation of Director, Bihar Judicial Academy. All such bank accounts shall be in the name of the "Director, Bihar Judicial Academy".

63. Enquiry for loss of money or article/equipment/stationery, etc. of Academy: Whenever any embezzlement or misappropriation of the Academy money or other valuables, or loss of money or article/equipment/stationery, etc., by theft, negligence or otherwise is discovered, inquiry shall be made at once by the officer duly authorized by the Director in this behalf and the fact of embezzlement, misappropriation or loss shall be immediately reported by the Director to the Board of Governors. When the matter has been fully inquired into, the concerned officer shall send a complete report to the

Director showing the total sum of money or value of article/equipment/stationery, etc., misappropriated or lost, the manner in which the misappropriation was effected or the loss caused and the steps taken to recover the money or to punish the offenders and to prevent the recurrence of similar embezzlements or losses in future. The Director, Bihar Judicial Academy, in turn shall report the matter related to such embezzlement, misappropriation or loss to the Board of Governors.

64. Procedure for withdrawal of Advances from Academy Funds: All claims of advances shall be sanctioned as per the Bihar Financial Rules and Bihar Treasury Code. The following principle shall guide the withdrawal of advances:

- (i) The withdrawal of advance should be against the specific budgetary provision.
- (ii) The amount of the advance is to be utilized specifically for the purpose for which it was sanctioned.
- (iii) Advances will be issued to the person/vendor on the approval of the Director/Chairman/Board only if it appears necessary. The responsibility for adjustment of these advances shall be on the Accountant.
- (iv) No second advance or subsequent advances will ordinarily be granted unless the first advance for the same head of the account is fully recouped.
- (v) All advances except those for which specific time limit for refund/adjustment is provided elsewhere in the Bihar Financial Rules, should, as far as possible, be settled within one month and in any case before the end of the Financial Year.
- (vi) The refund balance of the advance shall be remitted in the account of the Academy immediately after the purpose of the advance is over and the same shall be deposited in government treasury.

65. Re-appropriation: The procedure for re-appropriation from one budget head to another shall be as under -

- (i) The re-appropriation shall be allowed only in accordance with the Bihar Financial Rules, Bihar Budget Manual and other circulars/regulations.

- (ii) The Director is authorized to forward the request for re-appropriation to the Government on the recommendation of the Joint Director.
- (iii) The changes made due to re-appropriation shall be put before the Board for information.
- (iv) The changes in budget estimates made due to re-appropriation shall be mentioned in the column of 'Revised Budget Estimates'.
- (v) Expenditure which is not provided or contemplated in the Budget Estimates and sanctioned by the Board normally may not be met by re-appropriation.
- (vi) No re-appropriation may be made to meet any expenditure which is likely to involve further outlay in future years.
- (vii) No re-appropriation from provision for non-recurring expenditure is permissible in order to provide for additional recurring expenditure.
- (viii) No re-appropriation shall be made to utilize the savings or to meet the excess in respect of the provision for pay and allowances for sanctioned posts.

66. Internal Audit:

(1) The Academy shall conduct its internal audit annually through an independent auditor from amongst the panel of Auditors duly approved by the Board.

(2) The Internal auditor shall have an unrestricted right of access to all vouchers, documents, books of accounts and computer data and to any other information which is considered relevant for the purpose of internal audit.

67. Statutory Audit:

(1) The Board shall authorize the Director to get Statutory Audit of the Academy done by the Office of Accountants General, Bihar, Patna as per the law in force.

(2) The audit report so prepared by the Auditors will be submitted to the Director by the Joint Director. The Director will review the compliance submitted by concerned section and if in his opinion, the compliance report requires an approval by the Board, he shall obtain such approval before submitting his report to the Accountant General, Bihar, Patna along with his recommendation.

68. Physical Verification of articles/equipment and Stocks: All furniture, equipment, etc. must be marked or tagged with unique identification number and recorded in stock register.

69. Instruction for Physical Verification: All stock verification, preparation of inventories and disposal of stocks shall be done as per provisions of Bihar Financial Rules and other regulations of the State Government issued from time to time in the manner prescribed in Rule- 71. While making a physical verification, the following instructions shall invariably be followed:

- (i) A periodical inspection of stores shall be made by Assistant Administrative Officer, who shall submit a report of surplus/shortage and obsolete articles/equipment/stationery to the Deputy Director (Administration) to issue orders for their disposal/availability as the case may be, with approval of the Director. The inspection in the case of perishable/consumables stores shall be conducted every six months and in case of other stores once a year.
- (ii) Verification shall always be made in the presence of the in-charge of the section or of a responsible person deputed by him.
- (iii) All discrepancies noticed by the Assistant Administrative Officer shall be brought to the notice of the In-charge of the Section immediately so that account may be reconciled.
- (iv) Shortages and damages as well as unserviceable articles/equipment/ stationery, shall be immediately reported to the Deputy Director (Administration) to write off the loss.
- (v) Assistant Administrative Officer shall physically verify the stock shown in the Dead Stock Register as on 30th June and shall submit a certificate to the Deputy Director (Administration) in the following format before 15th July every year-

"Certified that we have inspected the Register of articles of dead stock/ equipment/ consumable and have found that it has been properly kept up-to-date and that the articles mentioned therein are actually held in stock and that no articles have been written off, except under proper sanction, which sanction has been duly recorded on the return under signature of the Deputy Director (Administration)".

70. Physical Verification of Library Books: The following procedure shall be followed for physical verification of books in the library attached to the Academy:

- (i) All books and journals in the Library shall be catalogued properly.
- (ii) There shall be a physical verification of the books and journals by the Librarian every year.
- (iii) The annual verification would always be subject to surprise check by any officer duly authorized by the Director.
- (iv) A certificate of verification of books/journals together with his finding shall be recorded by the Librarian in the prescribed register.

71. Results of physical verification of stock and Inventories: The Stock Verification team shall identify all discrepancies disclosed during stock verification. The verification report shall include a signed statement of the Assistant Administrative Officer/ Librarian, as the case may be, that its physical inventory of all or certain classes of articles/equipment/stationery/books/journals was completed on a given date and that the official records were found to be in agreement with the physical inventory, except for the discrepancies reported. The report and signed statement shall be furnished immediately on completion of the physical verification for the perusal of the Director through the Deputy Director (Administration). The verification report together with the report of the Director shall be placed before the Board for its approval.

Losses due to depreciation shall be analyzed and recorded under the following heads:

- (i) Normal fluctuations of market prices.
- (ii) Fair wear and tear.
- (iii) Lack of foresight in regulating the purchases.
- (iv) Neglect after purchase.

Losses otherwise than due to depreciation, shall be recorded under following heads:

- (i) Losses due to theft or fraud.
- (ii) Losses due to neglect.

- (iii) Losses due to natural (an act of God) and other calamities, e.g. fire, enemy action, etc.
- (iv) Anticipated losses on account of surpluses of obsolete stores or of purchases in excess of requirements and other losses due to damage etc.

72. Disposal of Stocks/Equipment/Material:

A. Rules of the disposal of articles/equipment/stationery rendered unserviceable: The result of physical verification shall be communicated to the Deputy Director (Administration) & the concerned Section together with a list of articles/equipment/stationery, etc. as are found deficient, obsolete and unserviceable (declared by competent authority) in the form prescribed below -

- (i) Sr. No.
- (ii) Description of article
- (iii) Opening Stock of articles/equipment/stationery
- (iv) Stock of articles/equipment/stationery usable
- (v) Balance stock found unserviceable/deficient and their value
- (vi) Excess quantity
- (vii) Remarks

The list of such articles together with the report and recommendations of the Deputy Director (Administration) shall be placed before the Director for consideration.

After the report of the Deputy Director (Administration) has been accepted, a list of the articles to be disposed of by auction shall be forwarded to the Academy Store Section who will arrange for the auction of stores.

The articles listed for write off and/or for auction shall be struck off from the register on the directions of the Director after mentioning the receipt number and the date under which the sale proceeds of auction have been deposited in the government treasury.

B. Lost or Stolen Property and Equipment:

When a determination has been made that Academy property or equipment has been lost or stolen, the individual or section accountable for the property or equipment shall immediately notify the Campus Security and then prepare and submit a complete written report to the Director & seek approval to lodge a Police Complaint by the concerned Section. A copy of the report must be sent to the Assistant Administrative Officer and Campus Security Section. The employees may be charged for any loss of or damage to Academy property that is attributable to negligence or unauthorized use by such employee(s). Such loss of articles/equipment/stationery shall be recorded in the relevant ledger/register/account book for audit purpose.

C. Trade-in of Equipment (Purchase of Equipment under Buy Back):

Concerned Section must prepare and submit a written request whenever equipment is being traded-in for new equipment. The request shall include a complete description and identification of the equipment, the vendor, the monetary value offered for the equipment, and requisition number. The request shall accompany the requisition, with a copy to the Stock Verification Section. After the equipment has been traded in, the department must notify the Stock Verification Section and provide the copy of its purchase order along with the complete details of the old equipment including the depreciated value & request for the Write Off from the Dead Stock Register.

73. Terms and Conditions for Agreement: The terms and conditions for an agreement are given in Schedule III in the standard format. This form shall be made applicable to all the contracts to be executed on behalf of the Academy. The conditions so present shall be incorporated in the tender documents. Any change required in this agreement/tender document, considering the nature of items, shall be made after approval by the Director/Chairman/Board as the case may be.

Chapter- VII
(Miscellaneous)

74. Appeal:

- (i) An appeal shall lie to the Board against an order passed by the Director.
- (ii) An appeal against the order of the Chairman shall lie before the Patron-in-Chief, whose decision shall be final.

75. Residuary Powers: Nothing in this rule shall be deemed to affect the powers of the Patron-in-Chief to make such orders from time to time with respect to any matter incidental or ancillary to these Rules not specifically provided with or with regard to any matter which may not have been provided for.

Provided that in case of urgency the above power may also be exercised by the Chairman subject to the approval by the Board in its next meeting.

76. Interpretation: All questions, relating to the interpretation of the provisions of this Rule shall be referred to the Patron-in-Chief, whose decision thereon shall be final.

77. Removal of doubts and difficulties: Where any doubt or difficulty arises in giving effect to any of the provisions of this Rule, the decision of the Patron-in-Chief thereon shall be final.

78. Savings: Notwithstanding anything contained in this Rule, anything done or any action taken or any appointment made by the Academy prior to coming into force of these Rules shall be deemed to have been duly done or taken by the Academy under these Rules.

Schedule - I (See Rule 14)			
Essential Qualification with method of appointment/recruitment			
Sl. No.	Category of post	Essential Qualification & Eligibility Condition	Method of recruitment
On Deputation			
Group-A (Gazetted)			
1	Director	A Judicial Officer not below the rank of Principal District Judge in selection grade scale.	On deputation as prescribed under Rule-15.
2	Additional Director (Administration)	A Judicial Officer in the rank of District Judge in selection grade.	On Deputation or otherwise as prescribed under Rule-17.
3.	Additional Director (Academics)	A Judicial Officers in the rank of District Judge or a retired officer of the aforementioned rank may be appointed to the post on the recommendation of the Standing Committee.	On Deputation or otherwise as prescribed under Rule-19.
4.	Joint Director	A Judicial Officer in the cadre of Additional District Judge.	On Deputation as prescribed under Rule-21.
5.	Deputy Director (Administration)	A Judicial Officer in the cadre of Civil Judge (Senior Division)	On Deputation as prescribed under Rule-23.
6.	Deputy Director (Research & Training)	A Judicial Officer in the cadre of Civil Judge (Senior Division)	On Deputation as prescribed under Rule-25.

Contractual Basis
Group -A (Gazetted)

Sl. No.	Category of post	Essential Qualification and Eligibility Condition	Method of recruitment
1	Senior Faculty Member	Retired Judge of Bihar Superior Judicial Service having teaching experience.	Selected and appointed on contract basis as prescribed under Rule-27(a).
2	Assistant Research Scholar	Doctorate in Law with NET-JRF. or LL.M. with good academic record.	Selected and appointed on contract basis as prescribed under Rule-28(i).

Staffing Pattern of Academy (Non-Gazetted)
(Direct Recruitment or through Promotion or on Deputation)

Staffing Pattern of Academy (Non-Gazetted) (Direct Recruitment or through Promotion or on Deputation)			
Sl. No.	Designation (Group) Status	Required Qualification	Method of Recruitment
1	Assistant Administrative Officer (Group- B)	Graduate in any discipline having minimum 02 years of experience in office Management or Graduate with 02 years of experience in the pay band of PB-2 on Grade Pay 4200/-	On promotion on seniority-cum-merit basis from the seniority list of eligible candidates, who are Graduates, in the cadre of Head Clerk in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post having minimum 2 years of experience

2	Personal Assistant (Group- B)	Graduate in any discipline with shorthand having speed of 80 wpm in English with 40 wpm speed of typing on computer. Preference will be given to person knowing bilingual Stenography having 05 years of experience of the post	By direct recruitment, through written test, Short Hand/Typing Test and Interview conducted by the Appointment Committee of Academy and approval by the Board Or on promotion on seniority-cum-merit basis from the seniority list of eligible candidates in the cadre of Stenographer in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post having minimum 05 years of experience
3	Stenographer (Group- C)	Graduate in any discipline with shorthand having speed of 80 wpm in English with 40 wpm speed of typing on computer. Preference will be given to person knowing bilingual Stenography	By direct recruitment, through written test, shorthand/typing and interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
4	Head Clerk (Group- C)	Intermediate in any discipline having knowledge of Computer and English	On promotion on seniority-cum-merit basis from the seniority list of eligible candidates in the cadre of Upper Divisional Clerk in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post

5	Data Entry Operator (Group- C)	Bachelor of Computer Application	By direct recruitment, through written test and interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
6	Attendant (Photocopy Machine Operator) (Group- C)	Matriculate with knowledge of Photocopy Machine operation	By direct recruitment through written test, Photocopy Machine operation test & Interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
7	Office Attendant (Group- C)	Matriculate having knowledge of reading and writing in working English and Hindi and skill to ride bicycle	By direct recruitment, through written test and interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post having minimum 2 years of experience
8	Upper Divisional Clerk (Group- C)	Intermediate in any Discipline with 02 years of experience in the pay band of PB-2 on Grade pay 1900 in accounts department.	On promotion on seniority-cum-merit basis from the seniority list of eligible candidates in the cadre of Lower Divisional Clerk in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same

			or equivalent post having min 2 years of experience
9	Lower Divisional Clerk (Group- C)	Intermediate in any Discipline and Computer Knowledge with Hindi/English Typing	85% By direct recruitment, through written test and Interview conducted by the Appointment Committee of Academy and approval by the Board And 15% on promotion on seniority-cum-merit basis from the seniority list of eligible candidates in the cadre of Office Attendant/Attendant in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post and on Compassionate Ground in appropriate cases as per the applicable Govt. Rules.
10	Manager Hospitality (Group- B)	Degree in Hospitality Management with 02 years of experience of the trade or Degree in Management with Specialization in Hospitality Management with 02 years of experience of the Trade/Diploma in Hospitality Management with 05 years of experience of the trade	By direct recruitment, through written test and Interview conducted by the Appointment Committee of Academy and approval by the Board or on promotion on seniority-cum-merit basis from the seniority list of eligible candidates in the cadre of Assistant Manager Hospitality in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post having minimum 2 years of experience

11	Assistant Manager Hospitality (Group- C)	Degree in Hospitality Management Or Diploma in Hospitality Management with 02 years of experience of the trade	By direct recruitment through written test & Interview conducted by the Academy and approved by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
12	Chief Cook (Group- C)	Degree/Diploma in Cooking/catering having minimum 03 years of experience of the trade	By direct recruitment, through written test and Interview conducted by the Appointment Committee of Academy and approval by the Board or on promotion on seniority-cum-merit basis from the seniority list of eligible candidates in the cadre of Assistant Cook in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post having minimum 2 years of experience
13	Assistant Cook (Group-C)	Matriculate with Minimum two years of experience	By direct recruitment, through written test and Interview conducted by the Appointment Committee of Academy and approval by the Board or on promotion on seniority-cum-merit basis from the seniority list of eligible candidates in the cadre of Kitchen Attendant in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same

			or equivalent post having minimum 2 years of experience
14	Attendant (Room Attendant) (Group- C)	Matriculate with 02 years of experience in Housekeeping Service	By direct recruitment through written test & Interview conducted by the Academy and approved by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
15	Attendant (Electrician-cum-Genset Operator) (Group- C)	Matriculation with 03 years of experience in the trade	By direct recruitment through written test & Interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
16	Attendant (Kitchen Attendant) (Group- C)	Matric with minimum one-year Experience	By direct recruitment through written test & Interview conducted by the Academy and approved by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
17	Attendant (Plumber) (Group-C)	Matric with knowledge of the trade	By direct recruitment through written test & Interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post

18	Attendant (Gardener) (Group-C)	Matric with Knowledge of gardening	By direct recruitment through written test & Interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
19	Attendant (Sweeper) (Group-C)	Matric	By direct recruitment through written test & Interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
20	Protocol Officer (Group- B)	Graduate in any discipline having good communication skill in English	By direct recruitment, through written test and Interview conducted by the Appointment Committee of Academy and approval by the Board or on promotion on seniority-cum- merit basis from the seniority list of eligible candidates in the cadre of Assistant Protocol Officer in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post having min. 2 years of experience

21	Assistant Protocol Officer (Group- C)	Graduate in any discipline with good communication skill in English	By direct recruitment through written test & Interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
22	Driver (Group- C)	Matriculate with 4- wheeler driving knowledge and minimum 5 years LMV driving experience	By direct recruitment through written test, motor driving test & Interview conducted by the Appointment Committee of Academy and approval by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
23	Librarian (Group- B)	Graduate in Library Science, preference will be given to minimum 5 years of experience and knowledge of computer or State/Central Government Employee holding equivalent post with knowledge of computer	By direct recruitment, through written test and Interview conducted by the Appointment Committee of Academy and approval by the Board or on promotion on seniority-cum-merit basis from the seniority list of eligible candidates in the cadre of Assistant Librarian in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post having minimum 2 years of experience

24	Assistant Librarian (Group- C)	Graduate in Library Science, preference will be given to minimum 2 years of experience and knowledge of computer or State/Central Government Employee holding equivalent post with knowledge of computer	By direct recruitment through written test & Interview conducted by the Academy and approved by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
25	Attendant (Book Binder) (Group- C)	Matric with skill of book binding	By direct recruitment through written test & Interview conducted by the Academy and approved by the Board or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post
26	System Officer (Group- B)	M.C.A. or B.E./B. Tech/M.Sc./M. Tech in Information Technology/Computer Science/Electronics & Communication, or M.B.A. (Information Technology) from recognized University established by Law in India with minimum 60% marks with 02 years of experience. or B.Sc. (Computer Science or I.T./B.C.A./B.Sc. in Physics/Mathematics Statistics/Operations Research/ Computer Science/Post Graduate Diploma in Computer Science/ Computer Application from recognized University by Law in India with minimum 60% marks	By direct recruitment, through written test and Interview conducted by the Appointment Committee of Academy and approval by the Board or on promotion on seniority-cum-merit basis from the seniority list of eligible candidates in the cadre of System Assistant in Academy or on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post having minimum 2 years of experience

		with 05 year experience	
27	System Assistant (Group- C)	<p>B.C.A. with 60% marks in aggregate or equivalent grade from recognized University established by Law in India with 1(one) year experience from reputed Institution/Organization.</p> <p>or</p> <p>B.Sc. with 1 year Post Graduate Diploma in Computer Science / Application with 60% marks in aggregate or equivalent grade from recognized University established by Law in India with 02 years of experience from reputed Institution/Organization or Diploma holder from Polytechnic in Computer Science/Engineering</p> <p>or</p> <p>Electronics & Telecommunication with 60% marks in aggregate or equivalent grade from recognized University established by Law in India with 05 years of experience from reputed Institution/Organization.</p>	<p>By direct recruitment through written test & Interview conducted by the Academy and approved by the Board</p> <p>or</p> <p>on deputation from Civil Courts/Central & State Govt. employees working on the same or equivalent post</p>

Note : The number of posts required for the Academy shall be decided by the Board of Governors from time-to-time.

SCHEDULE - II

Agreement for Employment on Contract Basis

The agreement is entered into between the Bihar Judicial Academy, Patna on the one hand and Sri....., Son/Daughter/Husband of....., resident of P.S..... District..... in the State of..... on the other, on this the day of for employment on Fixed Tenure basis on the terms and condition hereunder prescribed-

1. That this employment is for the post of on Fixed Tenure basis.
2. That this employment on Fixed Tenure basis shall be for a fixed period of years and which, under special circumstances, may be extended for a further period of on satisfactory completion of contractual period and as may be desired by Board of Governors, Bihar Judicial Academy, Patna.
3. That as monthly remuneration is fixed lump-sum of Rs. (in words also) and on other allowances or perquisite shall as available to a Government Servant shall be payable or admissible.
4. That no claim of appointment on regular basis or regularization of service, in future, based on this employment, on Fixed Tenure basis shall be permissible.
5. That the employment, on fixed tenure basis, is liable to be terminated prior to the expiry of the period of Fixed Tenure at the instance of either of the parties to this agreement on giving one month prior notice, in writing, or one months fixed remuneration.
6. That the employment, on Fixed Tenure, on the above terms and conditions of this agreement, shall be applicable to both of the parties. If the person, employed on Fixed Tenure basis, violates any of the terms and conditions of the above agreement, then, the agreement shall be deemed to have automatically terminated.

Employed Person

Bihar Judicial Academy, Patna

SCHEDULE - III

Standard Terms and Conditions for an Agreement/Tender Document

By accepting the Standard Form of an agreement (hereinafter referred to as "the agreement") the Vendor accepts the Terms and Conditions included herein, unless the Vendor notifies his objections.

1. Acknowledgment and Acceptance of agreement-

This agreement constitutes an offer from the Academy and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referred in the agreement are incorporated herein by reference.

2. Changes Amendments-

The Academy shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the Academy unless sufficiently justified by a vendor and accepted by the Academy in a form of amendment/ Change Order issued and signed by the Academy.

3. Delivery/Force Majeure-

If any Material is not delivered by the date specified therein, the Academy reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by instalment shall not be construed as obligatory unless agreed upon by both the parties. The Academy shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless

arrangements for such early delivery have been confirmed with the receiving party.

If the Vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the Academy, at its option, may elect to take delivery of Material in its unfinished state and to pay such proportion of the contract price as it deemed reasonable.

4. Price/Taxes-

Prices stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The Vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to this order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable sales, excise, value-added, GST or similar taxes until and unless specified in the schedule.

5. Inspection and Acceptance-

All Material covered by this order may be inspected and tested by the Academy or its designee at vendors cost. If deemed necessary by the Academy, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the Academy during the performance. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the Academy may, by written notice to the Vendor-

- a) rescind the purchase/supply order as to such non-conforming Material;
- b) accept such Material at an equitable reduction in price;
- c) reject such non-conforming Material and require the delivery of suitable replacements;
- d) if the Vendor fails to deliver suitable replacements promptly, the Academy, with notice of seven business days, may replace or correct such Material and charge the Vendor the additional cost occasioned thereby, or terminate this order for default.

No inspection (including source inspection) test, approval (including design approval) or acceptance of Material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the Academy in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

6. Warranty-

The Vendor warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry as per Indian Standard Institution (ISI) or similar standard. The Vendor's specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the Academy.

a) In addition to any other express or implied warranties, the Vendor warrants that the Material furnished pursuant to this order will be:

1. free from defects in title, workmanship and material;
2. free from defects in design except to the extent that such items comply with detailed designs provided by the Academy;
3. of merchantable quality and suitable for the purposes, if any, which are stated in the tender/quotation.

b) If any material covered by this agreement is found not to be as warranted, the Academy may, by written notice to the Vendor:

1. reject such defective material and require the delivery of suitable replacements.
2. if the Vendor fails to deliver suitable replacements promptly, the Academy, with notice of seven business days, may replace or correct such material and charge the Vendor the additional cost occasioned.

c) Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered.

7. This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the Material.

Nothing herein, however, shall limit the Academy's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.

8. Rights granted to the Academy in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.

9. Patent Indemnity-

The Vendor agrees to indemnify, hold harmless and defend the Academy, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the Academy's) associated herewith. The Academy reserves the right to be represented in any such action by its own counsel at its own expense.

10. Indemnity-

The Vendor will indemnify, defend and hold the Academy, and its trainers and trainees, harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors. The Academy reserves the right to be represented in any such action by its own counsel at its own expense.

11. Assignment 'Subcontracting' sublet-

The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the Academy.

12. Cancellations-

The Academy may cancel this agreement in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this order.

The Academy may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Vendor, effective when sent, in the event that the Vendor:

- a) fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- c) files a voluntary petition in bankruptcy; or
- d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- e) voluntarily ceases trading; or
- f) merges with or is acquired by a third party; or
- g) assigns any of its rights or obligations under the Order to a third party without the Academy's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the Academy may have in Law or in Equity, the Academy may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the Academy such work in progress or completed material as may be requested by the Academy. The Academy shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the Academy prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the Academy.

13. Rescheduling-

The Academy may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within ten (10) working days) of any necessary rescheduling.

14. Shipping, Packaging and Labelling-

All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the Academy's packaging specification.

15. The Vendor as an Independent Contractor-

The Vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the Academy. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.

The Vendor expressly waives any and all rights which may or may not exist to claim any relief under the Academy's comprehensive insurance policy, worker's compensation or unemployment benefits.

16. Invoicing / Payments / Set-Offs -

After each completion of supply/purchase order, the Vendor shall send duplicate invoices including item number to the Academy's concern Department.

Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this agreement. The Academy shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the Academy with respect to this agreement.

17. Compliance with Laws-

By acceptance of this agreement, the Vendor agrees to comply with the requirements of all the existing laws. The Vendor also agrees to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor further agrees to indemnify and hold the Academy and its trainers and trainees harmless from any loss or damage that may be sustained by the Academy, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.

18. Reproduction of Documentation-

The Academy shall have the right at no additional charge to use or incorporate all or portions of material found in the Vendor's literature and/or reproduce the Vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The Vendor agrees to advise the Academy of any Updated Information

relative to the foregoing literature and documentation with timely written notice.

19. Law of the Contract-

This agreement shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of the Patna Civil Court.

Form No. 'A'

BIHAR JUDICIAL ACADEMY

Section:

Date:

Subject : Administrative approval for purchase of Articles/Equipment/Machinery.

The store material/equipment are required for the Section. The details of this purchase are as under-

Sr. No	Details of stores material equipment	Qty.	Estimated Cost	Technical Specifications	The details of present stock with Section - Qty. Value	The approval of the following Committees is necessary - (i) Purchase (ii) Director (iii) Chairman (iv) Board	Budget Provision for current year
1	2	3	4	5	6	7	8

- (i) Justifications for purchase of above store material/equipment
- (ii) Budget Head
 - a) Budget provision for the current year
 - b) Cumulative expenditure incurred so far Rs
 - c) Balance provision for above purchase
- (iii) Whether the preliminary works i.e. civil work and electrical works for installation of equipment etc. are completed before purchase. If not, the period required for completion of such work and action taken for completion of such work.
- (iv) Whether the arrangement for storage of the said material/equipment is made and provision for maintenance cost after warranty period is anticipated.
- (v) Name of manufacturer/authorized dealers/wholesaler/Retailer and their address.

(vi) The said purchase is to be affected by inviting tenders/fixing annual rate contracts or placing orders with the existing rate contract firm/directly Co-operative Consumer Store by calling sealed quotation. As per delegation of powers, administrative approval of..... is required for above purchase, which may be accorded for estimated expenditure of Rs.....

In-Charge of the Section

Joint Director

Director/ Chairman

FORM NO. 'B'

BIHAR JUDICIAL ACADEMY

MATERIAL REQUISITE NOTE

(To be prepared in triplicate)

Section:

Requisite No:

Date:

To,

Deputy Director (Administration)

Bihar Judicial Academy

Kindly Supply the following materials for the use of our department section.

Sl. No.	Description with size/weight and other specifications along with Company/maker	Quantity Required	Value (Rs.)	Existing Stock with user/Section	Consumption / Day/Month	Budget Head and balance provision
1	2	3	4	5	6	7

Justification for requirement.....

End: Administrative sanction dt in Form. A is enclosed.

Signature

In-Charge of the Section

Requisition note received on

- **Date:**
- **Name of receiving clerk:**
- **Signature:**

FORM NO. 'C'

BIHAR JUDICIAL ACADEMY

Purchase Order/Supply Order/Work Order

Section:

Ref No:

Date:

To,

M/s

.....

Sub: Purchase Order for

Ref: Your Tender/ Quotation No. Dt.....

Sir/Madam,

Your Tender/Quotation dt. is sanctioned by Purchase Committee of Bihar Judicial Academy. You are requested to supply the following articles on the terms and conditions mentioned herein which you have accepted in the Agreement.

Sl. No.	Material/Equipment	Description & Specification	Quantity	Rate unit	per	Amount Rs
1	2	3	4	5		6

Terms and Conditions

1. Delivery Period: within weeks from the date of issue of supply order.
2. Place of Delivery: The material/equipment shall be delivered at Bihar Judicial Academy.
3. Price; Inclusive of all taxes, installation and delivery/supply on the above-mentioned address.

4. Discount, if any:
5. Octroi: At actual/ extra/ Not Applicable
6. Warranty/Guarantee
7. Term of Payment- 75% payment after delivery and the remaining 25% after the inspection of material/equipment regarding quality, quantity, condition.
8. Penalty clause- On failure to supply/deliver the ordered material/equipment within the stipulated time (as mentioned above), the concerned vendor shall be liable for penalty. The Academy reserves the right to cancel the order in such cases as mentioned in the agreement.
9. Other (Please see overleaf)
10. Special Instruction (If any) Receipt of this order may please be acknowledged.

Signature

(Authorised Person)

FORM NO. 'D'

BIHAR JUDICIAL ACADEMY

Sub: Administrative approval for repairs of Articles/Equipment/Material submitted-

The following equipment/machinery of section needs repairs for effective use. The details are as under:

Sl. No.	Articles Material / Equipment	Date of Purchase & Warranty period	Date from which it is under repair	Estimated Expenditure. For repairs	Item of repairin g work	Technical specificati on	Budget Provision available during current Year
1	2	3	4	5	6	7	8

Justification for repair.....

In-Charge of the Section

BIHAR JUDICIAL ACADEMY

After Sales Service Record

- Name _____ of _____ the
Equipment/Material.....
- Date of Purchase.....
- Guarantee period from To
- Warranty period from To
- Annual Maintenance contract with M/s.....
- A.M.C. Period from To
- Minimum routine visit under A.M.C.
- Minimum emergency visits.....

REPORT OF SERVICE DURING A.M.C. PERIOD

Sl. No.	Date	Machinery		Service received		Amount charged
		Preventive maintenance	Break down maintenance	Prompt/Delay	Satisfactory/Non-Satisfactory	

In-charge of the Section

Form No. 'F'

BIHAR JUDICIAL ACADEMY
SANCTION TO QUOTATION/ TENDER

Section:

Ref No:

Date:

M/s

.....

Sub: Sanction to Quotation/Tender and Invitation for Agreement

Ref: Your Tender/Quotation No. Dt.

Sir/Madam,

Your tender/quotation dt. for purchase of
is sanctioned by Purchase Committee of the Academy.

In this regard, you are requested to execute the agreement with the Academy regarding terms and condition of supply of the required material/articles in the format prescribed by the Academy.

The purchase supply order will be placed after the execution of this agreement and on payment of performance security at 5% of the value of contract.

Thanking You.

Yours faithfully

Signature & Designation

Encl: Copy of Draft Agreement

BIHAR JUDICIAL ACADEMY

Section:

Sub: Sanction for Bill for Purchase of Material/Equipment/Services.

Submitted -

The administrative approval for purchase of material/ equipmentwas accorded by vide order dated of which bill no..... dated for Rs. submitted for sanction. (Copies of administrative approval, the purchase Committee Resolution and supply order are attached herewith).

Before payment of said bill, the following checks are scrutinized -

1. The Security Deposit of Rs. /Bank Guarantee for the said amount is already paid / furnished by the supplier.
2. The material / equipment as per ordered specifications are received in good condition at stipulated date and the certificate that effect on recorded on bill.
3. The said material / equipment is entered into Accession Register & Dead stock Register / Stock Register of the Academy.
4. The warranty / guarantee certificate letter is furnished by the supplier.
5. The Security Deposit of Rs. and Income Tax and surcharge/Education Cess amounting to Rs. is to be deducted from the Bill.
6. The advance of Rs..... is given to Shri/supplier which is adjusted through the bill.
7. The bill is received as per term and conditions of supply order, which is payable within days from date of receipt of bill.
8. The said material/equipment is delayed by weeks, for which extension is not granted by competent authority for which, the liquidated damages of Rs. is to be deducted from bill as per term of agreement.

9. The amount of bill payable is debited to Budget head code under which balance provision of Rs. is available.
10. The net amount of bill amounting to Rs..... may be sanctioned.

Accountant Deputy Director (Administration) Joint Director

By order of the Governor of Bihar,


(Rajnish Kumar)

Additional Secretary to the Govt.

Memo No. 7/Astha.04-17/2019(Part-I)G.A.D.7631./Patna, Dated 30.4.26

Copy forwarded to Superintendent, Govt. Press, Gulzarbagh, Patna for publication in forth coming issue of Govt. Gazette.

2. Kindly send 200 (Two hundred) copies to this department.


Additional Secretary to the Govt.

Memo No. 7/Astha.04-17/2019(Part-I)G.A.D.7631./Patna, Dated 30.4.26

Copy forwarded to Accountant General (A & E), Bihar, Patna/Registrar General, High Court, Patna/Special Secretary, Cabinet Secretariat in reference to Cabinet Item No.-19 dated 29.04.2026/Secretary, Law Department, Bihar, Patna/Director, Bihar Judicial Academy, Gaighat, Gulzarbagh, Patna/All District and Session Judge/All Departments/ All Head of Departments and I.T. Manager, GAD, Bihar, Patna for information and necessary action.


Additional Secretary to the Govt.