



## GOVERNMENT OF KERALA

### Abstract

Health & Family Welfare Department – Academic – Dr.Somervell Memorial CSI Medical College, Karakonam, Thiruvananthapuram – Fees and admission of students to MBBS course during 2013-2014 – Sanction Accorded – Orders issued.

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### HEALTH & FAMILY WELFARE (S) DEPARTMENT

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**G.O(Rt)No. 2382/2013/H&FWD**

**Dated, Thiruvananthapuram, 04.07.2013**

Read: - Agreement dated 25.06.2013 entered into Dr.Somervell Memorial CSI Medical College, Karakonam, Thiruvananthapuram and the Additional Secretary (Health & Family Welfare)

### ORDER

Government have discussed the matter of allotment of seats and fees for MBBS course to be levied with the Dr.Somervell Memorial CSI Medical College, Karakonam, Thiruvananthapuram and an agreement has been executed with the institution for the admissions during 2013-2014, as per the paper read above.

2. In the circumstances, sanction is accorded to the Commissioner for Entrance Examinations for including Dr.Somervell Memorial CSI Medical College, Karakonam, Thiruvananthapuram who has executed agreement with Government in respect of admission and collection of fees from students to be admitted for MBBS Course during 2013-2014, for allotment of students subject to the terms and conditions specified below: -

#### **3. Terms and Conditions: -**

1. 50% of the total seats in the College will be filled up by the management as allotted by Commissioner for Entrance Examinations (CEE) from the list prepared by the Commissioner for Entrance Examinations on the basis of merit from the list of students who have qualified themselves in NEET UG - 2013 Examination and in accordance with reservation principles followed by Government from time to time. The remaining 50% seats will be filled up by the Management as Management seats. Of this 50%, 35% of the total seats will be filled up by the Management and 15% of the total seats filled up by the Management from the Non Resident Indian category as prescribed in the Prospectus.
2. The College shall fill up 50% of the total seats from among students who satisfy the prescribed criteria of academic eligibility for admissions mentioned in the Prospectus. The College shall admit and fill up 35% seats from the applications received by the College in the order of the merit list of NEET UG -2013 Examination conducted by the CBSE. The College will have the right to apportion the seats within this 35%, to various categories or within the community or denominations thereof, based on *inter se* merit.



3. The Management are entitled to fill up 15% seats in the NRI category (NRI) admitting eligible students who are children/dependents of Non Resident Indians, as per the conditions stipulated in GO(MS)No.34/2013/H&FWD dated 05.02.2013 and GO(MS)No.193/2013/H&FWD dated 22.05.2013. Such students shall be liable to pay annual tuition fees up to ₹ 9,00,000/- (Rupees Nine Lakhs only) per annum.
4. The Commissioner for Entrance Examinations shall furnish the list of the students to be admitted in the college by the Management and the Management shall admit the students specified in the list. The students in the list will be given specific instructions as to the date and time of presentation before the college for admission, the amount of fees to be paid, the amount of refundable deposit to be remitted, and the records to be submitted at the time of admission. The Management need admit only those students who have complied with the instructions as required by the Commissioner for Entrance Examinations.
5. The Commissioner for Entrance Examinations shall make a maximum of two allotments only. The CEE shall furnish the final allotment list of the students to be admitted to the College on or before the 20<sup>th</sup> day of September 2013. The CEE will not re-allot students already allotted to the College and admitted in the College either by the CEE or the Management, after this final allotment.
6. The College shall be entitled to fill up those seats still remaining unfilled after the closure of allotment by the CEE. These unfilled seats from Government side shall be filled up by Government up to 20<sup>th</sup> day of September 2013. The seats still remaining vacant after 20<sup>th</sup> day of September 2013 are reverted back to the Educational Agency as additional Management seats and the Educational Agency can fill up those seats as per clause 2 above.
7. The tuition fee payable by all the students other than NRI shall be ₹ 4,00,000/- (Rupees Four Lakhs only) per annum.
8. Where a student has at the time of admission remitted fees as envisaged in the Agreement, but thereafter is found eligible for the Scholarship specified in Clause 15 below, the Management is liable to return the excess fee realised from the student within one week of the intimation of such concession by the Commissioner for Entrance Examinations, and the Management shall be liable to pay interest to the student at 18% per annum for any delay over this stipulated period of one week. Furthermore, where the student has been admitted to a College after the third allotment but has subsequently been allotted to another College on the basis of the fourth allotment, the Management is liable to return the entire fee remitted, by the student, if any, by way of Demand Draft after proper acknowledgment, within three days of the fourth allotment to the student, failing which the Management shall be liable to pay interest to the student at 18% per annum for any delay over this stipulated period.
9. In the case of SC/ST candidates the fees shall be paid by the Government, from the funds provided by the SC/ST Development Department



10. The College shall be entitled to collect from every student admitted to the College irrespective of whether they have been allotted by CEE under reservation or otherwise or by the Management, Caution Deposit of ₹ 10,000/- (Rupees Ten Thousand only) and other expenses and such other permitted amounts, from students joining in the College. The College can also collect from students their proportionate share of fees payable to the Universities. Such fees and amounts shall be specifically listed out in the Prospectus and published each year by the College. The Management and the College will ensure that no consideration in cash or kind other than those specified above shall be received, accepted or collected in any form whatsoever from any student admitted to the college.
11. The Commissioner for Entrance Examinations shall allot 15% of the total seats (i.e. 15 in every batch of 100 for MBBS course) from among the students belonging to the Community to which the Educational Agency belongs, on the basis of merit. For allotment under these categories, the College shall inform the CEE before the 31<sup>st</sup> day May, 2013 regarding the community, criteria for eligibility and documents to be submitted for the same. This right is at the option of the College. The CEE should obtain such documents from students before 15<sup>th</sup> June 2013, so that allotment based on the merit to such seats can be done in the online counselling process along with other seats. If sufficient number of candidates are not available under this category, the balance seats will be available as Government seats for allotment by the CEE during the online counselling. The CEE shall allot the above said seats based on the following break up.
- (i) 13 (Thirteen) seats shall be allotted from among the candidates based on *inter se* merit from amongst the members of SIUC Nadar Community under South Kerala Diocese of Church of South India
  - (ii) One seat shall be allotted from among the candidates based on *inter se* merit from amongst the members of SC/ST candidates of South Kerala Diocese of Church of South India.
  - (iii) One seat shall be allotted from among the candidates based on *inter se* merit from amongst the members of Non Nadar SIUC other than the categories mentioned as (i) and (ii) above under South Kerala Diocese of Church of South India
  - (iv) In the event of absence of candidates in categories (ii) and (iii) above, the seats shall be allotted from Category (i).
  - (v) The respective categories to claim their status under South Kerala Diocese of Church of South India shall be based on the membership certificates issued by the Bishop of South Kerala Diocese of Church of South India, LMS Compound Thiruvananthapuram.
12. The College can retain the Tuition fee remitted by the student, in the event the student admitted under the Management quota or Government quota, discontinues his/her studies for any reason at any time after 20<sup>th</sup> September 2013. Further, in case, any student admitted to the College decides to cancel



the admission for any reason whatsoever, the Educational Agency shall be entitled to collect the tuition fee of the entire course. However, in the event of the seat so falling vacant being filled up by a new candidate, the tuition fee collected as per this clause shall be refunded.

13. The College shall be bound to report to the CEE, the seats remaining unfilled after the admission following the second allotment. If the College fails in so furnishing the exact details of unfilled seats, then all the seats, for which the CEE has allotted students for the MBBS course of the College, shall be deemed to have been filled. Seats that are not reported to the CEE on the date specified after the admissions are to be closed following the second allotment shall not be available for filling up as additional seats for admission as stipulated above. Furthermore, default in reporting such unfilled seats shall be deemed to be a violation of the Agreement, and the first party shall have the right including retaining the share of the tuition fee remitted by the student with the CEE, recommending to the University cancellation of affiliation of the course for which such admissions have been made in breach of the Agreement and for withholding permission for the renewal of validity of the course for the succeeding years.
14. The Consensual Agreement entered into with Dr.Somervell Memorial CSI Medical College, Karakonam, Thiruvananthapuram is valid for the Academic Year 2013-2014 only and shall not prejudicially affect the rights of the parties by virtue of the clauses herein, in respect of the cases pending before any Court of Law.
15. The College will set apart a sum of ₹ 40,00,000/- (Rupees Forty Lakhs only), for a batch of 100 MBBS students, to be provided as Scholarship in the form of tuition fee waiver to students from Below Poverty Line (BPL) families, other financially poor and the marginalized, the criteria for which will be specified by Government. The said money will be kept in a separate fund by the Management. However, if the number of candidates admitted in any batch is less than 100 for MBBS course, the above said sum will also be proportionately reduced.
16. The scholarship amount can be apportioned among the BPL and the other eligible candidates, in the proportion decided and announced by the Government as per GO(Rt)No.3498/2012/H&FWD dated 20.10.2012. The beneficiaries of this scheme will be confined to those allotted by the Commissioner for Entrance Examinations.
17. If there is an excess money remaining after covering the students from BPL families and those falling in the category 'economically poor' as defined by Government, the rest of the amount will be pooled in a scholarship fund for assisting students from 'BPL' and 'economically poor' families in the subsequent years.
18. The College reserves the right to seek an enquiry by any competent Agency of the income claimed by any student for availing the scholarship to avoid malpractices. In case it is found that, any candidate has availed the scholarship

by furnishing false information, the amount so claimed could be forfeited from such candidates and admission can be cancelled.

19. Both parties to the Consensual Agreement shall place the Agreement before the Fee Regulatory Committee and file the same for the approval and ratification of the Admission Supervisory Committee.
20. The Management and college will ensure that no consideration in cash or kind other than those specified above shall be received; accepted or collected in any form whatsoever from any student admitted by the Educational agency to the College. It shall be the liability of the Management and the College jointly and severally to redress complaints from the students, parents or interested parties on any matter other than those covered by the terms and conditions of this agreement. Where the second Party fails to redress any complaints referred to as above or on any matter covered under this agreement, it shall be the duty of the First Party to take such steps as required to redress the complaint.
21. Nothing in the agreement shall be deemed as a surrender of the unconditional right of the College regarding admission of students in all the seats in the college.

By Order of the Governor  
**RAJEEV SADANANDAN,**  
Principal Secretary to Government

To

The Commissioner for Entrance Examinations, Thiruvananthapuram  
The Director of Medical Education, Thiruvananthapuram  
The Director of Health Services, Thiruvananthapuram  
The Registrar, Kerala University of Health Sciences, Thrissur  
The Principal Accountant General (A&E/Audit), Kerala, Thiruvananthapuram  
The Manager, Admission Supervisory Committee for Professional  
Colleges, Ram Mohan Palace (Old High Court Building), Ernakulam  
✓ The Principal, Dr. Somervell Memorial CSI Medical College, Karakonam, Thiruvananthapuram  
The Finance Department  
The SC/ST Development Department  
The Higher Education Department  
Stock File/Office Copy

Forwarded/By Order,

  
Section Officer