

འཕུན་ཚིན་ཨང་། ༠༩-༡༧༩༥ ་།

༢ དལན་ ཐེམ་ཕུག་ཁྲིམས་ཀྱི་འདུན་ས་ལས་ མཐོ་གཏུགས་ཕུལ་བའི་གཤམ་གསལ་ཚུ་ཕན་གྱི་ཚུན་གཞི་དེ་ ཆེ་མཐོའི་ཁྲིམས་ཀྱི་འདུན་སར་
ཚུན་འཛིན་ཨང་། ཆེ་མཐོ་-༠༩-༡༠༢ ་། ཅན་མར་ སྤྱི་ཚེས་ ༠༣-༠༤-༢༠༠༩ ལུ་བཀོད་གྲུབ།

མཐོ་གཏུགས་པ།		ཚུན་ཟླ།	
ངོ་མིང་	ེ འཕུག་གྲོག་མེ་ལས་འཛིན།	ངོ་མིང་	ེ ཚོད་བང་རིན་ཆེན།
ཕོ་ཚེ་	ེ	ཕོ་ཚེ་	ེ ཕོ།
ལོ་རྟགས་	ེ	ལོ་རྟགས་	ེ ༣༧
གཡུས་	ེ	གཡུས་	ེ གྲི་ཉལ།
ཞེད་འོག་	ེ	ཞེད་འོག་	ེ སྟོད་མཚོ།
ཚོང་ཁག་	ེ ཐེམ་ཕུག།	ཚོང་ཁག་	ེ བགྲིས་གཡང་ཕྱི།
མི་ཁྲུངས་ཨང་	ེ	མི་ཁྲུངས་ཨང་	ེ ༡༡༤༠༥༠༠༡༣༩༥
ཁྲམ་ཨང་	ེ	ཁྲམ་ཨང་	ེ
གྲང་ཨང་	ེ	གྲང་ཨང་	ེ
ལས་འགན་	ེ	ལས་འགན་	ེ
ངོ་ཚབ་	ེ བགྲིས་དཔལ་འབྱོར།	ངོ་ཚབ་	ེ མེད།

ཚུན་དོན་ ཏང་སྟོམས་མ་འབད་བའི་སྟོན།

2. **ཚུན་གཞིའི་རྩོད་སྲྀད།**

མཐོ་གཏུགས་པ་ འབྲུག་སློག་མེལ་ལས་འཛིན་གྱི་འཛིན་སྐྱོང་མདོ་ཆེན་རོ་ཚབ་ཀྱུན་ལེགས་རྩོམ་རྩིས་ དང་སློམ་མ་མ་འབད་བའི་སྐོར་ ཐོག་མའི་ཁྲིམས་འདུན་ལས་འབྲུན་ཆོད་གནང་མི་དེ་ལུ་ སློ་འདོད་མ་ཁེངས་པར་ མཐོ་གཏུགས་བཤེར་ཡིག་ཕུལ་མི་དེ་ **བཀའ་དོན་ཁ། ༡༡ པ་** དང་ **ཞི་ཚུན་དང་ཉེས་ཚུན་བུ་བའི་གནད་སྲྀད་ཀྱི་ཁྲིམས་དེབ་དོན་ཚན་ ༡༡༠ པའི་དགོངས་དོན་ལྟར་** རོས་ལེན་མཛད་དེ་ ཚུན་བཤེར་མཐེལ་ ཕྱིན་མཛད་གྲུབ།

2. **སློན་གསལ།**

- 2.1. ལྷ་ལོན་སློན་གསལ་ སྤྱི་ཚེས་ ༡༤.༠༢.༢༠༠༧ ལུ།
- 2.2. ཐོག་མའི་བརྗོད་དོན་ སྤྱི་ཚེས་ ༡༤.༠༢.༢༠༠༧ ལུ།
- 2.3. བཀའ་ལན་སློན་གསལ་ སྤྱི་ཚེས་ 21.02.2007 ལུ།
- 2.4. ལྷ་བ་བྱེད་སློན་གསལ་ སྤྱི་ཚེས་ 23.02.2007 ལུ།
- 2.5. སྤྱི་ཚེས་ 22.02.2007 ལུ།
- 2.6. མཐའ་བསྐྱོམས་འདྲི་གྲེང་ སྤྱི་ཚེས་ 30.02.2007 ལུ།

3. **ཞིབ་བཤེར།** **། རྩ་ཕན་གྱིས་ཕུལ་བའི་བཤེར་ཡིག་དང་ བཤེར་ལན་སོགས་དག་བཅོས་མེད་པར་འདྲ་བལུས་།**

3.1. མཐོ་གཏུགས་པ་ འབྲུག་སློག་མེལ་ལས་འཛིན་གྱི་འཛིན་སྐྱོང་མདོ་ཆེན་རོ་ཚབ་ རོམ་ཀྱུན་ལེགས་རྩོམ་རྩིས་ ཚུན་ཉོག་དའི་སྐོར་ ལས་ **སྤྱི་ཚེས་ 16-02-2007 ལུ་དབྱིན་ཡིག་ཐོག་ མཐོ་གཏུགས་ཁྲིམས་འདུན་ལུ་ཕུལ་བའི་བཤེར་ཡིག་** **སྤྱི་ཚེས་ 16-02-2007 ཅན་མའི་ནང་གསལ་མེད།**

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...Summary of the facts of the case:
 1. Your Lordships, Mr. Tshewang Rinchen (respondent) was appointed vide letter no. BPC/HRA/HR-02/2007/1178 dated July 5,2007 after zccepting all the terms reflected in the said appointed order, on probation period of one year along with other thirty six probationers. ***His appointment order is attached as an ‘Annexure I for Your Lordships kind reference.***
 2. The respondent joined the organization on August 2, 2007. He was placed under Human Resources and Administration Department (HRAD),

reporting to the then General Manager, till October 16, 2007 when the General Manager left the organization and thereafter reporting to the officiating Head of the said Department, Mr. K.B. Wakhley who was working as Executive Director, Transmission Department till February, 2008, when the new General Manager took over.

3. He was given specified task for successful complexion during the probation period. When he was under supervision of officiating General Manager, on dated January 16, 2008 he was specifically warned that his performance rating in the last three months has been below satisfactory and further he was advised to seek guidance from the supervisor. However, as per transaction that has taken between the respondent and his supervisor, it is crystal clear that respondent did not take much effort to comply with the advise as he could not complete even modification of already existing document where the Hon'ble Dzongkhag Court has opined that to bring this document needs expertise. ***Their mail transaction are attached as an 'Annexure II' for Your Lordships kind reference.***
4. Although probation period as per the appointment order was for one year, with the effect of passing of LABOUR AND EMPLOYMENT ACT OF BHUTAN, 2007, he was given benefit of the said legislation specifically and the term of his probation period along with the incorporation of the probations of said legislative into the BPC took some time for regulation. ***The Transaction that took place between Ministry of Labour and Human Resources (MoLHR) and BPC are attached as an "Annexure III' for Your Lordships kind reference.***
5. After incorporating the provisions of the LABOUR AND EMPLOYMENT ACT OF BHUTAN, 2007 into the BPC Services Rules and Regulations, the new General Manager issued his probation clearance where he refused to accept and appealed to the Managing Director; vide his letter of 7th April 2009. Accordingly the 136th management meeting held on April 10, 2008 decided that his probation completion form be evaluated by the supervisor (officiating General Manager, HRAD) where he had worked for the maximum periods. When his performance was evaluated, due to the fact that he failed to carry out task satisfactorily as reflected in Para number 3 in the above facts, he was rated unsatisfactory after considering his competence, character, aptitude, discipline and suitability along with the achievements of the task that has been entrusted to perform qualitatively and quantitatively by the respondent. ***The probation complexion form and***

minutes of 136th management meeting attached as an ‘Annexure IV’ for Your Lordships kind reference.

6. The respondent, even before the result of his probation evaluation form was communicated to him by the HRAD, he appealed to the Managing Director, with the threat that he will raise issues to the higher authorities. ***His appeal letter attached as an ‘Annexure V’ for Your Lordships kind reference.***
7. The managing Director, considered his appeal though there is no provision for appeal in the BPC Service Rule and Regulations to further review his case since he was on probation period. Accordingly the Committee was constituted. ***However, there is no provision in the LABOUR AND EMPLOYMENT ACT OF BHUTAN, 2007 and implicitly in BPC Service Rules and Regulations to extend his probation period.*** In order to give him another opportunity considering on the humanitarian ground recommended to transfer him to IT Cell based on the principle ‘right work for right person’ as he has graduated with Diploma in IT and more fully after his verbal acceptance to confirm in writing with the Committee which he blatantly dishonored when BPC was ready to go ahead with the recommendation of the Committee. ***Committee recommendation and observation on transfer is attached as an ‘Annexure VI’ for Your Lordships kind reference.***
8. Instead of giving his acceptance letter in writing to the Committee as agreed, he has moved application to the Managing Director stating that it was unfair judgment and he prefer for the appeal to higher authority. ***Application attached as an ‘Annexure VII’ for Your Lordships kind reference.***
9. Even after hearing the decision of the said committee, he had appealed to the Ministry of Labour and Human Resources. The Ministry declared there were no deliberate lapses on the procedure followed by the BPC. He has also lodged a complaint to Anti Corruption Commission where it was reported there is no illegality on the part of BPC. ***Letter addressed to MoLHR, and reply to said letter is attached as an ‘Annexure VIII’ and complaint to Anti Corruption Commission as an ‘Annexure VIII’ for Your Lordships kind reference.***
10. Since options to consider his service regularization was exhausted, BPC issued a letter stating the organization’s inability to regularise his service and that his letter will serve as one month notice vide letter no. BPC/HRAD/HR-04/2008/1417 dated 9th June, 2008. ***Said letter along with***

140th Management Meeting held on May 28 2008, is attached as an 'Annexure IX' for Your Lordships kind reference.

Grounds for appeal:

Your Lordships BPC most respectfully begs to submit that the judgment delivered against BPC is not on merit, and BPC is aggrieved on the following ground:

I. Judgment given based on the lapses of PMS procedure, the Hon'ble Dzungkhag Court failed to appreciate the difference between the Performance Management System and performance evaluation form for employees on probation period.

Your Lordships, BPC would like to humbly submit that the second version of the "BPC –Services rules and Regulation July 2007" (BPC-SRR) regulates the service terms and condition of its employees. BPC-SRR clause 5.2 deals with Probation and clause 6.1 deals with the Performance Management System. The two clauses are totally different in terms of its objective or in terms of its applicability.

The main objective of the probation period is explained in Para 2 of the clause 5.2 of BPC-SRR. The second para of the clause 5.2 states that "the probation period is viewed as a period of trial where the management assesses the **Competence, character, aptitude, discipline and suitability of the candidate**". Further, Para 6 of the said provision states that "during period of probation **the service of the employee shall be terminated by giving a notice of 7 days without assigning any reason thereof**. Likewise, an employee who desires to leave during the probation period may TERMINATE HIS EMPLOYMENT BY GIVING A NOTICE OF 7 DAYS". THE ANNEXURE 9 PROBATION COMPLETION FORM IS PROVIDED SEPARATELY FOR THE PROBATIONERS. THE PROBATIONER WHO COMPLETES HIS/HER PROBATION PERIOD HAS TO FILL UP THE "PROBATION COMPLETION FORM" WHICH IS THE PERFORMANCE EVALUATION FORM FOR EMPLOYEES COMPLETING THEIR PROBATION PERIOD GIVEN UNDER ANNEXURE 9 OF BPC-SRR. THE FORM SHOULD BE PRESENTED TO HIS SUPERVISOR FOR EVALUATION AS DONE ACCORDINGLY BY THE RESPONDENT. THEREFORE, BPC WOULD LIKE TO APPEAL THAT AN EMPLOYEE ONCE SELECTED THROUGH A COMPETITIVE PROCESS, THEIR SERVICES DO NOT AUTOMATICALLY GETS REGULARIZED. THEY HAVE TO FIRST SUCCESSFULLY COMPLETE THE PROBATION PERIOD.

PERFORMANCE EVALUATION FOR THE PROBATIONER IS BASED ON THE FOLLOWING CRITERIA VIZ. CHARACTER, APTITUDE, DISCIPLINE AND SUITABILITY OF THE

CANDIDATE. ***THE SAID FORM IS ATTACHED AS AN ‘ANNEXURE X’ FOR YOUR LORDSHIPS KIND REFERENCE.***

WHEREAS, CLAUSE 6.1 PARA 1 OF THE BPC-SRR STATES THAT “PMS IS THE APPROVED MANAGEMENT TOOL FOR REVIEWING AND IMPROVING INDIVIDUAL PERFORMANCE AGAINST PRE-SET TARGETS. THE GREATEST POTENTIAL FOR CAREER ADVANCEMENT AND GROWTH COMES THROUGH BUILDING A RECORD OF EXCELLENT PERFORMANCE; THEREFORE, IT IS BPC’S POLICY AND PHILOSOPHY THAT PERFORMANCE MANAGEMENT WOULD:

- i. PROVIDE INFORMATION TO DETERMINE EMPLOYEE TRAINING NEEDS AND CAREER DEVELOPMENT WITHIN THE CORPORATION.
- ii. PROMOTE BETTER UNDERSTANDING AND ACHIEVEMENT OF CORPORATE GOALS AND OBJECTIVES.
- iii. INVOLVE A JOINT REVIEW PROCESS WITH PARTICIPATION OF BOTH EMPLOYEES AND THEIR SUPERVISOR, WHERE PERFORMANCE IS REVIEWED AGAINST PRE-AGREED WORK OBJECTIVES.
- iv. ENSURE REVIEW TAKE PLACE ON A REGULAR BASIS WITH A FORMAL WRITTEN EVALUATION TAKING PLACE AT LEAST ONCE A YEAR”.

THEREFORE, OBJECTIVELY PMS IS USED AS A TOOL TO PROVIDE ANNUAL INCREMENT (CLAUSE 4.2), DECIDING ON PROMOTION (CLAUSE 8.3), DECIDING TRAINING ELIGIBILITY CRITERIA (CLAUSE 7.3.3.x) AND OTHER INCENTIVES TO THE REGULAR EMPLOYEES AS APPROPRIATELY REFLECTED IN VARIOUS CLAUSE OF THE BPC-SRR AND IS NEVER INTENDED FOR REGULARIZATION OF EMPLOYEES ON PROBATION.

FURTHER, THE SYSTEM OF WORKING IN PMS IS TOTALLY DIFFERENT FORM THAT OF PERFORMANCE EVALUATION OF PROBATIONERS. A CERTAIN SET OF STANDARDIZED PROCEDURE ARE IN PLACE TO COMPLETE THE RATINGS UNDER THE PMS CYCLE WHICH IN BRIEF REPRODUCED BELOW.

FIRSTLY, AFTER COMPLETING THE PROBATION PERIOD, AN INDIVIDUAL EMPLOYEE IS ALLOCATED WITH THE PMS CYCLE.

SECONDLY, PERFORMANCE TARGETS ARE SET FORTH FOR ONE YEAR AS PRE-AGREED WORK OBJECTIVES TO BE PERFORMED BY THE EMPLOYEE DURING THE APPRAISAL PERIOD FOR ONE YEAR. THE TARGETS/ACTIVITIES TO BE REVIEWED DURING THE APPRAISAL PERIOD HAVE TO BE LISTED IN THE PERFORMANCE PLAN AS AGREED BY

THE EMPLOYEE AND THE SUPERVISOR. THE TARGETS ALSO CAN BE CHANGED DURING THE APPRAISAL PERIOD BECAUSE OF CHANGE IN JOB RESPONSIBILITIES BUT MUST BE AGREED BETWEEN THE EMPLOYEE AND THE SUPERVISOR. THE PERFORMANCE PLAN MUST BE DULY SIGNED AND KEPT IN RECORD.

FINALLY, AFTER COMPLETING ONE YEAR, APPRAISAL FORM HAS TO BE COMPLETED BY DISCUSSING BETWEEN THE SUPERVISOR AND THE EMPLOYEE, GOING OVER EACH COMPETENCY INDIVIDUALLY AND FINALLY AGREED AND ACCEPTED AND SIGNED BY THE EMPLOYEE, SUPERVISOR AND THE REVIEWER IN THE SPACE PROVIDED FOR IN THE APPRAISAL FORM. THE SUPERVISOR HAS TO BRIEF THE EMPLOYEE ON THEIR SHORTCOMINGS, WHERE THEY HAVE FAILED AND ALSO IDENTIFY THE AREAS OF IMPROVEMENT REQUIRED DURING THE NEXT APPRAISAL PERIOD. AS MANY AS TEN COMPETENCIES ARE MEASURED UNDER THE PMS CYCLE DEPENDING UPON THE LEVEL OF THE EMPLOYEE.

THEREFORE, FORM THE PROCEDURES ADOPTED IN APPLYING THE PMS, IT IS VERY CLEAR THAT PMS IS NOT APPLICABLE TO THE PERSON ON THE PROBATION PERIOD WHEREBY COURT NEED NOT TAKE EFFORT TO INTERPRET WORD EMPLOYEE AS DONE BY THE DZONGKHAG COURT AS PROVISIONS AND THE ULTIMATE INTENTION OF BPC-SRR AND PMS OBJECTIVES ARE VERY CLEAR.

THE RESPONDENT IS WELL AWARE THAT PMS RATING IS NOT APPLICABLE TO HIM AND HAS ACCORDINGLY FILLED UP THE PROBATION COMPLETION FORM (ANNEXURE 9) OF THE BPC-SRR WHICH IS THE PERFORMANCE APPRAISAL FORM FOR PROBATIONERS AS STATED ABOVE AND SUBMITTED TO HIS SUPERVISOR *AND NOT THE PMS FORM*. IN FACT, THE RESPONDENT HAS *NEVER FILLED UP THE PMS FOR*. BPC HAS GIVEN EFFECT TO THESE SAME PROCEDURES TO OTHER 36 EMPLOYEES WHO JOINED WITH THE RESPONDENT. THEREFORE, BPC WOULD LIKE TO APPEAL WHY A DIFFERENT SET OF RULES AND PROCEDURES SHOULD BE APPLIED TO HIM?

OWING TO THESE DIFFERENCES, THE HON'BLE DZONGKHAG COURT HAS FAILED TO APPRECIATE AND COMPREHENDED THE DIFFERENCES BETWEEN TWO PROVISIONS, AND THE JUDGMENT GIVEN BASED ON THE LAPSES ON THE PMS PROCEDURE IS THEREFORE ERRONEOUS. IN VIEW OF ABOVE, BPC WOULD LIKE TO SUBMIT THAT THE INDIVIDUAL DISCUSSION OF THE RATING AND EVALUATION OF EACH COMPETENCY DID NOT ARISE NOR WAS REQUIRED BY THE RULES AS INDICATED IN THE JUDGMENT MADE BY THE COURT. *PERFORMANCE EVALUATION FORMS FILLED UP BY 36 OTHER EMPLOYEES*

WHO HAVE COMPLETED THE PROBATION PERIOD AND THE SUBSEQUENT PMS FORMS ARE ATTACHED AS AN 'ANNEXURE XI' FOR YOUR LORDSHIPS KIND REFERENCE.

II. THE JUDGMENT GIVEN ON THE GROUND OF TRANSFER WITHOUT FOLLOWING PMS PROCEDURE IS ERRONEOUS.

YOUR LORDSHIP CLAUSE 9 OF BPC-SRR IS VERY CLEAR THAT EMPLOYEE HAS TO ACCEPT THE TRANSFER FROM TIME TO TIME AND THIS WAS ALSO CLEARLY SPELLED OUT IN THE RESPONDENTS APPOINTMENT ORDER. THERE IS NO RELATIONSHIP BETWEEN PMS PROCEDURE AND TRANSFER. AN EMPLOYEE IS TRANSFERRED BASED ON THE NEED OF THE ORGANIZATION OR IN ORDER TO BENEFIT THE EMPLOYEE. THE TRANSFER OF RESPONDENT WAS BASED ON THE PRINCIPLE 'RIGHT WORK FOR RIGHT PERSON' AND ON THE HUMANITARIAN GROUND THAT HE MAY IMPROVE IF GIVEN OPPORTUNITY TO WORK IN THE FIELD WHERE HE HAS BEEN TRAINED OR POSSESSES ADEQUATE SKILLS AND KNOWLEDGE. THIS STEP TAKEN BY BPC WAS A REMEDIAL MEASURES WHEREBY THE RESPONDENT COULD CONTINUE WORKING IN BPC.

MOREOVER, BPC WOULD NOT BE IN POSITION TO TRANSFER EMPLOYEES BY THIS TYPE OF OBJECTION SINCE IT WOULD SET AS PRECEDENTS THEREBY RENDERING FUNCTIONING OF BPC DIFFICULT. BPC IS THUS SERIOUSLY CONCERNED BY THE INTERVENTION OF THE JUDICIARY IN SUCH ADMINISTRATIVE MATTERS SUCH AS "TRANSFER" WHICH BPC STRONGLY ASSERTS IS WITHIN THE FULL ADMINISTRATIVE AUTHORITY OF THE MANAGEMENT. THEREFORE, BPC HUMBL Y SUBMIT TO THIS HON'BLE HIGH COURT TO LOOK INTO THE CONSEQUENCES OF THE JUDGMENT OF THE LOWER COURT VERY SERIOUSLY. ***CLAUSES 9 BPC-SRR PERTAINING TO TRANSFER IS ATTACHED AS AN 'ANNEXURE XII' FOR YOUR LORDSHIPS REFERENCE.***

III. THE HON'BLE DZONGKHAG COURT HAS NOT APPRECIATED THE FINDINGS GIVEN BY MINISTRY OF LABOUR AND HUMAN RESOURCES.

YOUR LORDSHIPS, BPC WOULD LIKE TO FURTHER SUBMIT THAT RESPONDENT HAS ALSO APPROACHED TO THE MINISTRY OF LABOUR AND HUMAN RESOURCES ON THE SUBJECT STATING BPC HAS VIOLATED THE LABOUR ACT. MOLHR VIDE LETTER NUMBER MOLHR/DoL-LRD-06/2008/575 DATED 4TH JULY 2008 CONFIRMED THAT BPC'S ACTIONS WERE WITHIN THE PURVIEW OF LABOUR ACT AND THERE WAS NO DELIBERATE DELAY IN CONFIRMING THE PROBATION PERIOD. THEREFORE, BPC HUMBL Y SUBMIT THIS HON'BLE HIGH COURT TO CONSIDER AND APPRECIATE THE FINDING OF THE SAID MINISTRY. ***LETTER APPEALED TO THE MOLHR AND REPLY TO SAID LETTER IS ATTACHED AS AN 'ANNEXURE VIII' IN PARA 9 IN THE ABOVE FACTS OF CASE FOR YOUR LORDSHIPS KIND REFERENCE.***

WHEREFORE, IN THE LIGHT OF THE ABOVE POINTS, IT IS PRAYED THAT THIS HON'BLE COURT OF JUSTICE MAY PLEASE;

- a. THAT THE DECISION OF THE ROYAL COURT OF JUSTICE, THIMPHU DZONGKHAG BE DISMISSED;
- b. THAT IN THE INTEREST OF THE ORGANIZATION THE COST OF THE LITIGATION BE AWARDED; AND
- c. TO PASS SUCH OTHER ORDER OR DIRECTION THAT THIS HON'BLE COURT OF JUSTICE DEEMS FIT IN THE INTEREST OF JUSTICE AND EQUITY.

3.2. ཚུན་ལྷོ་མཚོ་དབང་རིན་ཆེན་ནས་ ཚུན་ཉལ་དེའི་རྣམས་ལས་ གྱི་ཚེས་ 27-09-2009 ལུ་ རྫོང་ཁོང་ཡི་གཞི་གཞུང་ མཐོ་གཞུང་གི་མི་མས་འདུན་ལུ་ཕུལ་བའི་བཤེར་ལན་ གྱི་ཚེས་ 27-09-2009 ཅན་མའི་ནང་གསལ་ལེན་

“...IN RESPONSE TO THE SUBMISSIONS MADE BY BPC ON JULY 16, 2009, I WOULD LIKE TO MAKE MY SUBMISSIONS AS UNDER:

- 1. In Para 3 under “Summary of the Fact of the case”, BPC has submitted that I have failed to carry out the tasks assigned to me.
In this regard, I would like to submit that BPC’s submissions do not convey the true picture. I have completed the tasks that were assigned to me with full dedication and sincerity. The tasks assigned to me and carried out are listed out and attached as **Annexure – 1**.
- 2. BPC further states, under Para 5, that I “refused to accept” my “probation clearance” and appealed to the Managing Director. BPC is deliberately trying to mislead the Hon’ble Court by submitting false facts. From the submissions I have made before the District Court, it is very evident that I didn’t put up an appeal to the MD right after I was initially rated by Mrs. Chhomo (present GM of HRAD). Moreover, I do not have the option or Authority to “refuse to accept” the “probation clearance” as claimed by BPC.

I would like to present before this Hon’ble Court the true facts so that justice can be done. I have not made the appeal soon after I got the rating from Mrs. Chhomo. The truth is that, few days after I was rated ‘good’ by Mrs. Chhomo,

she has issued a transfer order on April 7, 2008 (copy attached as **Annexure – 2**). This transfer order, transferring me from HRA Department to Engineering & Design Division (EDD), was without any basis and it was neither in my interest nor in the best interest of BPC. Moreover, Mrs. Chhomo does not have the authority to make such inter-departmental transfers.

I was interviewed for and appointed as the Deputy Manager in Human Resources and Administration Department. This appointment was mainly based on my relevant qualifications and past experiences in human resource management. Though the appointment letter mentions a probation period of one year, it was clearly against the provisions of the Labour and Employment Act, 2007. It is true that the appointment letter contains a clause on transfer but it doesn't say that even unjustifiable transfers can be made at the whims and fancies of the concerned officials. I was issued a transfer order transferring me from HR to IT (EDD) - two completely different fields. I found no apparent wisdom and justifiable basis for that transfer order which compelled me to submit a written appeal to the Managing Director. The MD, after reviewing my submissions, had put a remark on my appeal letter to revoke my transfer.

If Mrs. Chhomo had the sole authority to make inter-departmental transfers and if my transfer was valid, why has the MD revoked my transfer after I have submitted the appeal letter?

3. Under Para 6, BPC further misinforms the Hon'ble Court that "even before the result of my probation evaluation form was communicated to me, I had appealed to the Managing Director'. I have submitted two appeals to the MD (copies of my appeal letters attached as **Annexure – 3**). As submitted above, my first appeal was made after I received the illogical transfer order. And my second appeal was made after I was rated as 'unsatisfactory' by Mr. K. B. Wakhley. BPC's submission that I appealed even before my evaluation result was communicated to me is totally false and it is an attempt by BPC to get a

favorable judgment by misleading the Hon'ble Court. I would like to earnestly request this Hon'ble Court to kindly take note of this.

4. Under Para 7 of BPC's submissions, BPC has submitted that recommendations were made to transfer me to IT on 'humanitarian ground' based on the principle 'right work for right person'. BPC's submissions are very contradictory. On one hand, it is mentioned that my transfer was on 'humanitarian ground and, on the other hand, it was based on the principle 'right work for right person'.

How can that attempted transfer be based on 'humanitarian ground'? First of all, when there are enough highly qualified people looking for employment, it is unthinkable that BPC would consider my 'transfer' on 'humanitarian ground'. Secondly, BPC's submission that transfer was to give me another opportunity and on 'humanitarian ground' is entirely false. My transfer order was issue few days after I was initially rated by Mrs. Chhomo and my appeal was against the transfer made without any basis.

BPC further claims that my transfer was based on the principle 'right work for right people'. Does this mean that I was the wrong person to be in HR? If so, how was I interviewed and selected through competitive selection procedures? I was appointed as a Deputy Manager in HR because I was competent, both by qualification and experience.

5. BPC further claims that Ministry of Labour & Human Resources had "declared that there were no deliberate lapses on the procedure followed by BPC". This is also not a true picture. Upon my appeal to the Department of Labour, the Department issued two letters (copies attached as **Annexure – 4**) which stated that there was "no deliberate delay in confirming the probation period" and that performance evaluation "falls outside the purview of the Labour and Employment Act" and that I could take up the matter with any other authority I deemed appropriate.

Further, BPC states that consequent to my complaint to the Anti-Corruption Commission, it has “reported that there is no illegality on the part of BPC”. I would like to request this Hon’ble Court to required BPC to produce a copy of the ACC Report which says there was no illegality involved at BPC. The verbal information I received was that ACC has asked BPC to let the Board deal with the case. If what BPC states is true, BPC should be able to produce a copy of the report which says there was no illegality.

RESPONSE TO BPC’S “**GROUND FOR APPEAL**”

1. BPC has preferred this appeal mainly on the ground that “Performance Management System” was not applicable to me.

Firstly, BPC never raised this issue in any of the hearings at the District Court. Since this issue was not at all raised at the District Court when there were ample opportunities being provided by the Hon’ble Court, can BPC raise a new issue at the Appellate Court? Secondly, in most of the submissions made before the District Court, BPC has always implied that all rules and procedures were followed.

Even if new issues are allowed to be raised before this Hon’ble Court, PMS Manual was, in fact, applicable in my case as well. Chapter 3 of the PMS deals with “Applicability” (copy of Chapter 3 of PMS is attached as **Annexure – 5**). The first para of the chapter states that “*The Performance Management System applies to all regular employees of the Corporation, contract employees, employees on secondment from the Royal Government of Bhutan or any other employee who has been hired to work under the Corporation on wage and whose employment is reasonably expected to continue for over a year*”.

Second para of the Chapter further states “*Excluded are the members of the board of Bhutan Power Corporation Limited and the Managing Director*”.

From the two paras of the Chapter on Applicability, it is crystal clear that PMS was applicable to me.

BPC has submitted that para 6 of clause 5.2 of BPC service rules states that “during period of probation the service of the employee shall be terminated by giving a notice of 7 days without assigning any reason thereof”. This is also a false submission. There is no mention of ‘notice of 7 days’ in clause 5.2 of the BPC service rules (copy of the said clause attached as **Annexure – 6**). BPC has made repeated false submissions for reasons which only BPC will know. I request the Hon’ble Court to take note of all the false submissions BPC has made to mislead this Hon’ble Court which may lead to failure in delivering justice. This is a serious cause for concern and should be strictly dealt with as per the rules/procedures in place.

BPC Service Rules is applicable to all employees – including those on probation. Clause 6.1 of the Service Rules states that Performance Management System is the approved management tool for reviewing and improving individual performance. It further states that Performance Management would involve a joint review process with participation of both employees and their supervisor.

The fact the PMS is mentioned in the Service Rules makes it clear that PMS is applicable to all employee including those on probation. The requirement of joint review process has not been followed and I do not have any idea how I was evaluated and finally rated as ‘unsatisfactory’.

BPC has submitted that “PMS is totally different from that of performance evaluation of probationers”. I fail to understand how they are different in their applicability. BPC further states that “after completing the probation period, an individual employee is allocated with the PMS cycle”. Where is this mentioned? BPC should produce evidence/source of this before this Hon’ble Court.

BPC has failed to appreciate the Judgment delivered by the Hon’ble District Court and, instead, claims that “the Hon’ble Dzongkhag Court has failed to appreciate and comprehend the differences between the two provisions and the

judgment given based on the lapses on the PMS procedures is therefore erroneous”. PMS, in fact, is applicable to all –including those on probation – and procedures mentioned in the PMS have been disregarded by BPC. Therefore, there is no flaw in the judgment of the Hon’ble District Court.

2. On their second ground for appeal, BPC has submitted that employees have to accept transfer from time to time and that BPC is “seriously concerned by the intervention of the Judiciary in such administrative matters such as ‘Transfer’ which BPC strongly asserts is within the full administrative authority of the Management”.

I have never disputed the fact that BPC can transfer its employees from time to time in the interest of the Corporation. But all transfers should be made only with the objective to serve the Corporation’s interest and such transfers should be made by following the procedures and by the relevant authority. My transfer was made single-handedly by the General Manager of HRAD and the transfer was for reasons other than serving the interest of the corporation or the employee. The transfer was without any logical reasons and not made by the competent authority.

If my transfer was made for just grounds and by the competent authority, I would have no reason to make an appeal to the Managing Director. The fact the MD has put a remark on my appeal to revoke the transfer order issued by GM, HRAD itself shows that my transfer was not just. I would have gracefully accepted my transfer if it was made by the competent authority and for valid reasons and not based on some hidden reasons best known to the General Manager, HRAD.

BPC’s “serious concerns” regarding Judiciary’s “intervention” in “such administrative matters such as ‘transfers’ is unfounded and almost laughable. If Judiciary is restrained from intervening in such illogical, unjustifiable transfer which is neither in the interest of the corporation or the employee, I see no other authority or institution which will be capable of protecting the individuals

from unjust actions of the management. If the transfer was made by the competent authority and within the reasons and procedures, I am sure Judiciary would not have dealt with such matters.

3. In their third ground for appeal, BPC has submitted that “The Hon’ble Dzongkhag Court has not appreciated the findings given by Ministry of Labour and Human Resources” and has requested the Hon’ble Court to “consider and appreciate the finding of the said Ministry”.

As evident from Annexure – 4, Department of Labour has never mentioned that my PMS rating was fair. On the other hand, it has mentioned that PMS is not within their purview and I have been advised by those letters to take the matter to any other appropriate authority I deemed appropriate. Therefore, the question of Hon’ble District Court not appreciating the DoL’s findings does not arise.

All three grounds of appeal mentioned by BPC are baseless and I plead before this Hon’ble Court not to allow appeals on such fancy grounds.

I was rated as ‘unsatisfactory’ by Mr. K. B. Wakhley for reasons I have submitted before the District Court. It was mainly based on personal grudge aimed at ruining my career and life. There are no reasons due which I should be rated ‘unsatisfactory’.

As per the PMS, if I were to be rated ‘unsatisfactory’, I should have been monitored on a day-to-day basis as required by the manual. My rating should have been given in front of me and with discussions so that I was made aware of the reasons for any poor rating. Chapter 4 of the PMS Manual states the conditions for unsatisfactory rating as, “*The employee has clearly not functioned at an accepted level of performance. He/she is not performing at even the most basic level, and has demonstrated only a few, if any, of the competencies required for his/her job. **Serious interventions are required on a day-to-day basis to get work out the person. The Supervisor has to constantly monitor the functioning of the employee and has to spend considerable time in either correcting the work of the employee or guiding him***” (copy of

Chapter 4 attached as **Annexure – 7**). These conditions were not fulfilled even to a minimum extent. Therefore, my rating was not just.

During the hearings at the District Court, I have requested BPC to produce any evidence which proves my short-comings but BPC failed to produce any evidence to prove my short-comings, incompetency, poor aptitude, etc. I have already produced evidences in the District Court to show my competencies and, with the permission of this Hon'ble Court, I would like to provide these evidences during the evidentiary hearing.

Mr. K. B. Wakhley rated me as 'unsatisfactory' and this lead to my ultimate termination from service. BPC has failed to prove my 'unsatisfactory' performance either to me or before the District Court. Moreover, both BPC Service Rules and the Labour and Employment Act confer authority on BPC to terminate an 'unsatisfactory' employee during the probation period. My probation period was for a period of six months and why was I not terminated within those six months if I was really 'unsatisfactory' as claimed by Mr. Wakhley and BPC? I received my termination notice order only on June 9, 2008 – more than ten months after my appointment.

BPC do not have enough and reasonable ground for appeal. Taking into consideration this fact and the submissions BPC and I have made before the Hon'ble District Court, I would like to pray before this Hon'ble Court:

1. That BPC's appeal be dismissed for insufficient grounds and to uphold the judgment of District Court.

In addition, I would like to pray before this Hon'ble Court:

1. That corporate veil be lifted and concerned officials be held responsible and liable for their conduct which was against the justice, procedures, fairness and reasonability.
2. That I be provided appropriate compensation for the harassment and stress that I had to go through for not fault of mine in addition to the loss of

income I have unjustifiably suffered from the time of termination till the date of judgment.

3. That BPC be directed to provide me reasonable cost for litigation including penalty for making an inappropriate appeal without valid grounds.
4. That any other directives be issued in the interest of justice as deemed fit by this Hon'ble Court.

The respondent begs leave of this Hon'ble Court to submit additional information, documents, evidences and other submissions wherever need arises during the proceeding of the case....”

3.3. **མཚོ་གཞུགས་པ་ འབྲུག་གྲོག་མེལ་ས་འཛིན་གྱི་ཚབ་བཀོལ་དཔལ་འབྱོར་ནས་ ཚུན་ཉོག་དེའི་རྒྱུ་ལས་** **སྤྱི་ཚེས་**
23-02-2009 ལུ་ཚེང་ཁ་དེ་ཡི་གཞོན་གྱི་ མཚོ་གཞུགས་མིམས་འདུན་ལུ་ཕུལ་བའི་སྐབས་ལྟེན་ **སྤྱི་ཚེས་23-02-**
2009 ཚན་མའི་ནང་གསལ་ལམ་མཆོག་

“...The BPC most respectfully begs to submit following evidences to the appeal no. 39/BPC/MD/2009 dated July 16, 2009.

1. Annexure I.
His appointment order no. BPC/HRA/HR-02/2007/1178 dated July 5, 2007.

2. Annexure II.
Their mail transactions as evidences for his unsatisfactory rating.

3. Annexure III.
The transaction that took place between MoLHR and BPC with regard to BPC-SRR.

4. Annexure IV.
The probation completion form submitted by respondent and minutes of 136th Management Meeting and transfer order dated BPC/HRA/HR-03/2008/838 dated April 7, 2008, and letter addressed to respondent no. BPC/HRA/HR-09/2008/968 dated April 24, 2008.

5. Annexure V.

His appealed letter addressed to MD dated May 15, 2008 and dated June 3, 2008.

6. Annexure VI.

Committee recommendation letter.

7. Annexure VII.

Application forwarded to MD dated June 9, 2008 by respondent.

8. Annexure VIII.

Letter addressed to MoLHR by respondent and replied to said letters.

9. Annexure IX.

Letter no. BPC/HRA/HR-08/2008/1417 dated June 9, 2008 and minutes of 148th Meeting held on May 28, 2008.

10. Annexure X.

Copy of BPC-SRR, clause 5.2, 6.1 and probation completion form and PMS form.

11. Annexure XI.

Probation completion form for 36 employees and PMS form submitted by 36 employees who joined the BPC along with respondent.

12. Annexure XII.

Copy of BPC-SRR relating to transfer....”

3.c. ཚུན་ལྷན་འཇོག་ཆེད་བའ་རིན་ཆེན་ནས་ ཚུན་ཚོགས་དེའི་རྒྱུ་ལས་ སྤྱི་ཚེས་ 20-02-2008 ལུ་ རྫོང་ལའི་

ཡིག་ཐོག་ མཚོ་གཏུགས་ཁྲིམས་འདུན་ལུ་ཕུལ་བའི་སྐབས་ལྟེན་ སྤྱི་ཚེས་ 20-02-2008 ཚན་མའི་ནང་གསལ་ལམ་མཆོག་

“...I SUBMIT MY REBUTTAL TO EVIDENCES SUBMITTED BY BPC AS UNDER:

1. Through Annexure I, BPC has submitted a copy of my appointment order focusing mainly on the ‘transfer clause’. I would like to submit that I have never refuted BPC’s right to transfer me from time to time in corporation’s interest.

My appointment order doesn't say that I can be transferred at the whims and fancies of the General Manager, HRAD based on reasons which are neither in my interest nor in the interest of the corporation. I was issued a transfer order transferring me from HR to IT – two completely different fields. Moreover, General Manager, HRAD do not have the sole authority to make such inter-departmental transfers. I found no wisdom and justifiable basis for that transfer order which compelled me to put up a written appeal to the Managing Director. The Managing Director, after reviewing my submissions, had put a remark on my appeal letter to revoke my transfer. This speaks volumes about the reasonability and justifiability of that transfer order.

The MD's remark was made on my appeal letter submitted on April 7, 2008. While BPC can produce all other letters/documents, I fail to understand why a copy of my letter dated April 7, 2008 cannot be produced by BPC before this Hon'ble Court. I plead before this Hon'ble Court that this fact be noted and given due consideration.

2. BPC's Annexure II contains mail correspondences with Mr. Wakhley. I would like to submit that most of the mails sent by Mr. Wakhley were after some personal problems arose between us. The mails are related to drafting of Administrative procedures and guidelines. It is important to note that I was also simultaneously involved in carrying out other important works such the BPC vehicle policy, muster roll regularization documents, reviewing the service rules and many others that are mentioned in the tasks that I have carried out during my employment with BPC(attached in my submission of evidences; annexure-1).

BPC vehicle policy was completed and successfully implemented. Muster roll regularization work was initially assigned to Ms. Leela. This work was later entrusted on me by the formal GM, Mr. Namgye Penjore and I was making good progress on it when suddenly, Mr. Wakhley decided to take away the work from me. I have almost completed the work (evidence submitted separately). It is important to know what changes have been made on the

work I have already done. The work was taken away from me when it was almost complete and the credit for the said work was given to someone who had nothing much to do it the said work.

I have also been reviewing the service rules and referring to other relevant documents like the civil service rules and the Labour Act. It takes time to review such huge documents and come out with the best possible outcome. However, before I could complete the work, BPC finally could recruit a lawyer. Mr. Wakhley verbally told me that lawyer is the right person to review the service rules and that's why the work was given to the lawyer. It is not due to my failure to carry out the work given to me.

It is also important to know that during the time that I was engaged in doing the administrative guidelines and procedures, I was asked to make presentation to the newly recruited engineers and it took some of my time (evidence submitted separately). The effort I have made towards making the presentation and its quality can be found out from any of the engineers that I made the presentation to.

BPC claims that in more than a month, I have just prepared two-page of administrative procedures and guidelines. This is not true. As will be evident from Annexure I of the evidences that I will be submitting, it is clear that I have made good progress on the work. On December 17, 2007, I have submitted 2-pages of the document to Mr. Wakhley. On January 16, 2008, I submitted 6-pages of the document. On January 30, 21 pages of the document were completed and submitted to him. The document, running into 35 pages was completed and submitted to Mr. Wakhley on February, 12, 2008. I am submitting evidences for these separately. In spite of making such progress and soliciting his comments, Mr. Wakhley has neither commented on the document nor made corrections.

After the administrative procedure and guidelines were completed, I was involved in preparing the HR Manual during Ms. Chhomo's time and the

final document running into more than 50 pages were completed and submitted to her on May 11, 2008.

BPC has also submitted that I took leave and did not attend the Annual Conference. This is a false submission because I have attended the said conference. Whether I was on leave or not, it can be found from the attendance register and if needed, I can call witnesses to prove that I was present at the conference. I have also marked my presence on the conference register.

3. I have no comments on Annexure III submitted by BPC.
4. BPC has submitted the meeting minutes and the letter issued to me. In the letter (BPC/HRA/HR-09/2008/968) submitted by BPC, BPC has mentioned “This is keeping in line with the PMS rule...”. This clearly shows that BPC was applying PMS rule on me. BPC now claims that PMS doesn’t apply to me, which is contradictory and irrational.
5. BPC has submitted copies of my letters dated May 15 and June 3, 2008. Why has BPC failed to submit a copy of my first appeal letter dated April 7, 2008? This is the letter on which MD has put his remark to revoke the discriminatory and harassing transfer imposed on me by the General Manager, HRAD.
6. The committee was formed to look into the rating given by Mr. Wakhley, The committee wasn’t formed to look into the transfer issue. However, during the hearing, the committee talked about the transfer and also repeatedly ordered me to make an apology to Mr. Wakhley for no fault of mine. I have not made any commitment before the committee and it cannot be said that I failed to fulfill the commitment when I have not made one.

It is also important to note that constitution of the committee was in itself flawed. Three of the four members of the committee were general managers who are also part of the management team. Mr. Wakhley was the one who rated me. These three committee members and Mr. Wakhley were also part of the team that took the ultimate decision to terminate me. There was clear

conflict of interest and this should be given due consideration. Therefore, I would humbly request your Hon'ble Court that corporate veil be lifted and the concerned official be held responsible and liable for their conduct which was against the procedures, fairness and reasonability.

7. I fail to understand why BPC has to submit my letter dated June 9, 2008. In that letter, I have only said that I was not happy with the judgment passed by BPC on me and that I would like to take the matter to the judiciary to protect my rights.
8. BPC has submitted the correspondences between MoLHR and BPC with regard to BPC-SRR. It will suffice to mention that MoLHR has only said that PMS is outside their purview and that I could take the matter to any other authority I deemed appropriate.
9. I went to the Court only after I was terminated by BPC which was unfair and I was not satisfied with the actions of BPC and its officials.
10. BPC has also submitted a copy of clause 5.2 of the service rules, which I guess they have amended after I was terminated unjustifiably. I am also submitting a copy of the same clause in Annexure – 5 of evidence. The said clause does not contain “7 days notice’ for termination during probation. BPC representative, being a lawyer himself, should know that amendments that were made after I was terminated will not be applicable to the facts/issues that arose before my termination. However, Labour Act does have a provision for 7 days notice for termination. I would like reiterate that despite both the Act and Service Rules conferring power on BPC to terminate me during probation period if I was unsatisfactory, I was terminated more than 4 months after I should have completed my probation period. My unsatisfactory performance issue was never raised during my probation period of six months.

BPC has also tried to differentiate between probation completion form and the PMS form and said that PMS was not applicable to me. Other than the submissions I have already made and will be making in my evidence, during the hearings at the District Court, Mr. Wakhley and BPC has always

maintained that PMS Manual was followed in rating me. BPC is now submitting that PMS was not applicable to me. This is really contradictory. As is evident from the statement I and Mr. Wakhley have submitted before the District Court on August 27, 2008, it is clear that BPC and Wakhley have submitted that PMS manual was followed. I would like to request this Hon'ble Court to go through the contents of those statements.

11. BPC has submitted the probation completion form and the PMS form of 36 employees. I do not understand how these forms have relation in this case before this Hon'ble Court. There is no relevance whatsoever.
12. As already stated at least on two occasions, I have never disputed BPC's authority to transfer me. But all transfers should be in the interest of the corporation and such transfers should be made following all the procedures that are in place and by the relevant authority. In my case, the procedures were not followed and the transfer was solely made by the General Manager, HRAD. Moreover, the transfer was not made in my interest; leave alone in the interest of the corporation itself..."

"...I WOULD LIKE TO SUBMIT THE FOLLOWING EVIDENCES IN SUPPORT OF MY SUBMISSIONS MADE BEFORE THIS HON'BLE COURT:

1. Annexure – 1

This Annexure contains the tasks that I have carried out during my employment with BPC. Only the important and major tasks are specifically mentioned. Miscellaneous and general tasks have not been mentioned as they are too many. The tasks were carried out with minimum guidance.

2. Annexure – 2

The unjust transfer order issued by the General Manager, HRAD and my appeal letters to the Managing Director are attached herein. From these documents, it is crystal clear that I did not make the appeal soon after I was rated by the GM, HRAD, as claimed by BPC. My first appeal was made only after I received that transfer order. That transfer order was issued few days after I was rated by the GM, HRAD.

It is also important to note that the transfer order was unjustifiable and discriminatory. After I appealed to the Managing Director against such transfer, the transfer was revoked.

3. Annexure – 3

Letters issued by the Department of Labour are submitted. BPC has claimed that MoLHR has “declared that there were no deliberate lapses on the procedure followed by BPC”. However, the letters that I am submitting before this Hon’ble Court shows that Department of Labour has only said that there was “no deliberate delay in confirming the probation period” and that performance evaluation “falls outside the purview of the Labour and Employment Act” and that I could take up the matter with any other authority I deemed appropriate.

4. Annexure – 4

This Annexure contains the copies of relevant portions of the PMS Manual. Chapter 3 of PMS deals with its applicability and excludes only the board members and the MD.

Chapter 4 deals with definition of levels and lays down the conditions for ‘unsatisfactory’ performance as “**serious interventions are required on a day-to-day basis** to get work out of the person. **The supervisor has to constantly monitor the functioning of the employee and has to spend considerable time in either correcting the work of the employee or guiding him**”. These conditions have not been fulfilled and my ‘unsatisfactory’ rating is flawed.

Point 4(b) on page 18 of the PMS Manual says that “**The Supervisor must discuss the rating personally with the employee, going over each competency individually. Any documentation if used in support of the rating must be furnished to the employee during the discussion**”. My final rating was done without having discussion with me and no documentation was furnished. My rating was given in blatant violation of the PMS Manual and based purely on personal grudge.

Mr. Wakhley, who officiated as my Head for little more than four months and rated me as ‘unsatisfactory’ has been going our very frequently on tours(within

and outside country) and to attend the hearings at the Samdrup Jongkhar Court for the case instituted against him. His attendance record will clearly show how many days from those little more than four months had he actually been in the office to ‘monitor’ me and find me to be unsatisfactory.

5. Annexure – 5

The relevant provisions of the Labour and Employment Act and the BPC Service Rules are submitted as Annexure – 5. Both the Act and the Service Rules confer power on BPC to terminate ‘unsatisfactory’ employees during the probation period. If I was really ‘unsatisfactory’, BPC would have terminated me during the probation period itself. However, I was terminated more than four months after I should have completed my probation period. This shows that I was not ‘unsatisfactory’ as now claimed by BPC.

6. Annexure – 6

This Annexure contains the office order constituting the Grievance Committee. As evident from the office order, the Committee was formed to look into the justifiability of my rating and it was not formed to look after the transfer issue. As mentioned in the office order, three of the four members are General Managers who are also the member of BPC Management team. Moreover, Mr. Wakhley (who rated me as unsatisfactory) is also a member of the BPC Management. The decision to terminate me was taken by the Management. It is clear that there was conflict of interest because three were already the members of the grievance committee and Mr. Wakhley was the one who rated me. These four officials were later part of the management team that decided to terminate me. It was like hearing the appeal case by the same Judge who passed the original verdict.

Submitted for your necessary reference and due consideration, please....”

3.4. **མཚོ་གཏུགས་པ་** འབྲུག་གྲོག་མེ་ལས་འཛིན་གྱི་དོ་ཚབ་བཀྲིས་དཔལ་འབྱོར་ནས་ **ཚུན་ཉོག་དེ་སྐོར་ལས་** **སྤྱི་ཚེས་**
30-02-2008 ལུ་རྗེད་ཁ་འཕྲིལ་གྱི་མཚོ་གཏུགས་ལྷིམས་འདུན་ལུ་ཕུལ་བའི་སྐབས་ལྟེ་དུ་ཁ་སྐོར་ **སྤྱི་ཚེས་** 30-02-
2008 ཚན་མའི་ནང་གསལ་ལམ་མཆོག་

“...SUB: SUBMISSION OF EVIDENCE AND REBUTTAL TO THE EVIDENCE SUBMITTED BY THE RESPONDENT

MAY IT PLEASE YOUR LORDSHIPS,

BPC HUMBLY BEGS TO SUBMIT THE EVIDENCES AGAINST THE FOLLOWING THREE MAIN ISSUES RAISED BY THE HON’BLE HIGH COURT, ROYAL COURT OF JUSTICE, THIMPHU, ON THE EVIDENCE HEARING BY THE RESPONDENT DATED JULY27, 2009 AND ALSO WOULD LIKE TO REBUT THE EVIDENCES SUBMITTED BY THE RESPONDENT.

- I. Your Lordships, BPC would humbly submit that BPC failed to understand the statement of the respondent corresponding to clause two, line two which states that ***“I would like to submit that most of the mails sent by Mr. Wakhley were after some personal problems arose between us”***. Should BPC keep a person who has personal problem with his supervisor? The probation period is viewed as a period of trial where the management assesses the competence, character, aptitude, discipline and suitability of the candidate. Therefore, BPC begs this Hon’ble High Court to judge his statement and decide whether he deserves to be an employee of BPC. ***His statement is attached as an ANNEXURE I for your Lordships kind reference.***

YOUR LORDSHIPS, WITH REGARD TO THE UNSATISFACTORY RATING GIVEN BY HIS SUPERVISOR, HIS ADMISSION MADE IN THE ABOVE STATEMENT ANSWERS FOUR ATTRIBUTES TO BE ASSESSED OUT OF FIVE (***CHARACTER, APTITUDE, DISCIPLINE AND SUITABILITY***). WITH REGARD TO COMPETENCY, FROM THE MAIL TRANSACTION THAT TOOK PLACE BETWEEN SUPERVISOR AND RESPONDENT, THE FOLLOWING IMPORTANT TRANSACTION HAS TO BE NOTED.

RESPONDENT WAS ENTRUSTED WITH THREE TASKS.

- i. Muster Roll regularization – Since he came out with lots of mistakes, the task was given back to Ms. Leela Chhetri, Assistant Manager as she was working on this earlier.
- ii. Revision of BPC-SRR- Since he did not do with the right perspective, the job was given back to the legal officer.
- iii. Administrative procedure documentation – was the only task that was left to the respondent.

ON DATED DECEMBER 18, 2007, RESPONDENT HAS SENT MAIL TO HIS SUPERVISOR ON THE TASK PERFORMED AND ON THE SAME DATE COMMENTS WAS MADE BY HIS SUPERVISOR STATING THAT TWO PAGES DOCUMENT DOES NOT MAKE COMPLETE ADMINISTRATIVE PROCEDURE. ON DECEMBER 20, 2007 HIS SUPERVISOR HAS SENT A MAIL STATING THAT QUOTE “YOU NEED TO PUT MORE EFFORTS. TWO PAGES DO NOT MAKE COMPLETE ADMINISTRATIVE PROCEDURES. IF YOU WANT FURTHER GUIDANCE YOU CAN SEEK NOW. I AM NOT HAPPY WITH SUCH SMALL WORK IN A MONTH’S TIME”. ***PARTICULARLY ON JANUARY 16, 2008 HIS SUPERVISOR HAS SENT A MAIL WITH THE WARNING QUOTE “YOUR OVERALL PERFORMANCE IN THE LAST THREE MONTHS HAVE BEEN BELOW SATISFACTORY”***

HIS PROBATION PERIOD WAS TO COMPLETE ON JANUARY 31, 2008. THEN THE OBVIOUS QUESTION THAT ARISES IS CAN HE OBTAIN SATISFACTORY PERFORMANCE WITH JUST ANOTHER 15 DAYS OF TIME?

MOREOVER HE HAS NEVER REFUTED TO ANY OF THE MAILS THAT WAS SENT TO HIM. EVEN OTHERWISE HE HAD THE FOLLOWING OPTIONS WHICH THE RESPONDENT DID NOT EXERCISE;

- a. He should have refuted immediately when he was given warning that his performance is below satisfactory. He has never done as their mail transactions are very clear.
- b. He should have approach to MD when such warning was given, where his intension of latter grievances to MD has to be questioned.
- c. He should have presented to management after he has completed his work. But he has never done this. Now he claims to have done lots of work after his termination.
- d. As per mail transaction dated 30th January, 2008 he has mentioned that there was internet problem. He should have taken hard copy and presented to his supervisor.

Therefore, BPC would like beg this Hon’ble High Court to judge the work output of the respondent and validity of the work output which he has submitted in the Court. ***Their mail transaction is attached as ANNEXURE II for Your Lordships kind reference.***

With regard to vehicle policy Mr. Sonam Jamtsho, Dy. Manager, HRAD has done maximum work where respondent has just made modification on the existing

document. Therefore, the Hon'ble Court has to judge whether the respondent can claim the work done by his colleague as totally his effort. ***In BPC's opinion this would tantamount to plagiarism. Write-up made on the vehicle policy by Mr. Sonam Jamtsho, Dy. Manager, HRAD is submitted as ANNEXURE III for Your Lordships kind reference.***

Further, BPC also would like submit that the existing vehicle policy is totally different from the one submitted by the respondent as BPC has to redo the work submitted by respondent. In view of above, BPC humbly submits that this Hon'ble High Court to judge the difference between two documents. ***Copy of existing vehicle policy is attached as ANNEXURE IV for Your Lordships kind reference.***

2. Your Lordships BPC-SRR clause 9 and 9.1 is very clear. Clause 9.1 Para one, line one, states that "The MD must approve all transfers of employees in Grade B1 and above" and last Para of clause 9.1 states that "The MD reserves the right to revoke the transfer order of any employee in the interest of BPC". Therefore, for transfer of employees B1 and above, following points and procedures has to be noted;

- i. It has to be approved by MD either verbally or in written as clause 9.1 does not specify that the approval of MD has to be in written.
- ii. Transfer order is issued by HRAD on the approval of MD for the employees grade B1 and above.
- iii. In the event where MD orders to revoke the transfer order, HRAD has to issue revocation of transfer order stating that transfer order of such person is revoked.

As in case of transfer of respondent dated April 7, 2008, the transfer was effected after consulting General Manager, EDCD and after verbal approval of the MD since there was an interchange of employee between two Departments. Therefore, respondent cannot question the validity of the transfer order issued by HRAD. ***Copy of BPC-SRR clause 9.1 and the written statement submitted by GM, HRAD is attached as an Annexure V for your Lordships kind reference.***

3. Your Lordships probation evaluation form and PMS is totally different and PMS is not applicable for the employees in probation period. The history of probation clearance system adopted by BPC as explained below shall validate the statement.

History of Probation completion form

When BPC was formed in July 2002, BPC Service Manual 2002, governed the service rules and regulation of the BPC. However the Performance Evaluation Form to assess the probationers was missing in the BPC Service Manual 2002 (like existing ANNEXUR 9 to BPC-SRR) and as an interim measure BPC was using RCSC Performance Evaluation Form for Grades 17 to 9. This document used to be confidential document where probationer can never have access to the evaluation given by his supervisor for clearance of his probation.

Latter on BPC drafted Probation Clearance Form which is currently being used keeping in view the contents of the RCSC performance Evaluation Form.

Copy of BPC Service Manual July 2002, clause 4.5 is attached as an ANNEXURE VI for Your Lordships kind reference.

Copy of Office Order dated October 8, 2003, Confidential letter dated August 22, 2003, copy of letter dated 16 August, 2003, and RCSC Performance Evaluation Form for Grade 17 to 9 for the probationer and the Probation Clearance system used since then are attached as an ANNEXURE VII for Your Lordships kind reference.

History of PMS

During the formation of BPC, PMS was reflected as very important part of BPC Management tool. Clause 8 of BPC Service Manual 2002 particularly mentions “The Performance Management process will entitle:

- A face to face meeting between the staff member and line manager to discuss Performance since last review
 - a. Goals for next year
 - b. The meeting will be interactive and participative in order to ensure that the staff member has full opportunity to discuss his perspective of the performance period
- The completion of the Performance Management form by both the staff member and line manager containing a report of the meeting, assessment of performance and details of the goals for the next year”.

Performance Management System version 1.0 was already existing during the formation of the BPC which was revised in 2006. The major difference between Version 2.0 and Version 1.0 was that version 1.0 had self rating which was

removed in Version 2.0. Therefore, historically it is very clear that PMS and Evaluation for Probation clearance is totally different and BPC never intended that PMS to be applicable for the probationers. *Copy of BPC service manual 2002 clause 8 is attached as an ANNEXURE VIII for Your Lordships kind reference.* When BPC Service Manual 2002 was amended in 2007 as BPC-SRR, the Performance Evaluation Form for Probation Completion Form for BPC was attached as an ANNEXURE 9. Likewise PMS Version 1.0 was developed and brought up as PMS Version 2.0 which is currently being used as a management tool.

Your Lordships the main objective of the probation period is explained in Para 2 of the clause 5.2 BPC-SRR. The second Para of the clause 5.2 states that **“the probation period is viewed as a period of trail where the management assesses the competence, character, aptitude, discipline and suitability of the candidate”**. Whereas PMS was implemented as management tool to provide annual increment, deciding the promotion, training and other incentives to the regular employees as appropriately reflected in various clauses of the BPC-SRR and never intended for regularization of employees on probation.

As submitted in earlier in the appeal letter vide appeal letter no. 39/BPC/MD/2009/ dated July 16, 2009, the system of working in PMS is totally different from that of performance evaluation of probationers. A certain set of standardized procedures are in place to complete the ratings under PMS cycle which in brief is reproduced below.

Firstly, after completing the probation period, an individual employee is allocated with the PMS cycle.

Secondly, performance targets are set for the one year as pre-agreed work objectives to be performed by the employee during the appraisal period of one year. The targets/activities to be reviewed during the appraisal period have to be listed in the Performance Plan as agreed by the employee and the supervisor. The targets also can be changed during the appraisal period because of change in job responsibilities but must be agreed between the employee and the supervisor. The performance plan must be duly signed and kept in record.

Finally, after completing one year, appraisal form has to be completed by discussing between the supervisor and the employee, going over each competency individually and finally agreed and accepted and signed by the employee on the space provided. Therefore, PMS is not applicable to probationers as he has not completed his probation period.

Copy of BPC-SRR clause 5.2, Probation Completion Form, BPC-SRR clause 6.1 and PMS form for B1 is submitted as ANNEXURE IX for Your Lordships kind reference.

THEREFORE, BPC HUMBLLY BEGS TO SUBMIT THAT THE HON'BLE HIGH COURT OF BHUTAN, ROYAL COURT OF JUSTICE BE PLEASED TO NOTE THE FOLLOWING;

- i. There is no question of face to face rating as respondent has contended, since PMS is not applicable for the probationers.
- ii. Since he was experienced employee and appointed directly at the Deputy Manager Level, it was never expected that he has to be monitored on day to day basis.
- iii. He was already warned that his performance for past three months was below satisfactory, meaning no one can expect one to score very good rating within 15days, whereby ultimately he has to get unsatisfactory rating, even he was given opportunity of face to face rating.
- iv. Respondent cannot expect himself to be compared with office secretary who scored outstanding for past three years which indicates that she is a good performer.

Copy of rating for Mrs. Karma Choden is attached as ANNEXURE X for your Lordships kind reference. ...”

3.6. ཚུན་ལྷོ་མིང་ཚེ་དབང་རིན་ཆེན་ནས་ ཚུན་ཉོག་དེའི་སྐོར་ལས་ སྤྱི་ཚེས་ 30-02-2009 ལུ་རྒྱུ་ལའི་ཡིག་ཐོག་ མཐོ་གཏུགས་ཁྲིམས་འདུན་ལུ་ཕུལ་བའི་སྐུབ་བྱེད་ཁ་སྐོར་ སྤྱི་ཚེས་ 30-02-2009 ཅན་མའི་ནང་གསལ་ལམ་མེད་པར་

“...With all dues respects, I would like to submit my closing statement as under for your kind consideration.

1. My termination was consequent to the PMS rating given to me by Mr. Wakhley. The rating was given in blatant violation of the rules and procedures in place. Though there was no time-frame given to me to complete the tasks assigned to me, I have completed the tasks within a reasonable time after I have put in extra efforts and dedication to my work. Other than the day-to-day general tasks, I have completed drafting the 17-page BPC Vehicle policy (which is already implemented), 35-page Administrative Procedures and Guidelines and 54-page HR Manual. I have also almost completed the muster

roll regularization when it, with the credit for the work, was taken away from me and given to someone. The tasks assigned to me and carried out have already been submitted Annexure – 1 in my evidence submitted on July 27, 2009.

2. I was issued a transfer order without giving due regard to the procedures in place and acceptable principles. The transfer was without any sound basis and made by someone who did not have the authority to make such transfers. In my case, the Managing Director had the authority to transfer me; but the transfer was made by the General Manager of HRAD which was later revoked by the Managing Director. Moreover, the transfer was neither in my interest, nor in the interest of the Corporation.
3. The appeal made by BPC was without reasonable grounds. Moreover, BPC raised a new issue that PMS was not applicable to me and raising of new issues should not be allowed in the Appellate Court. Even if such new issues are allowed to be raised, PMS was applicable to me. Only the Board Members and the Managing Director are excluded by the PMS Manual. Moreover, in the District Court, BPC has always maintained that PMS was followed, which shows that it was applicable to me.
4. Considering the unjust treatment meted out by BPC on me and all the hardships that I had to endure and giving due consideration to the evidences and submissions made, I submit my prayers as follows:
 - a) That the District Court judgment be upheld and I be compensated with the salaries that I have been deprived of in addition to increments, bonus, leave encashment and LTC.
 - b) That I be provided appropriate compensation for physical and mental hardships that I had to go through due to the actions of BPC and for no fault of mine.
 - c) That BPC be directed to provide me reasonable cost of litigation including penalty for making an inappropriate appeal devoid of just grounds.
 - d) That any other directives be issued in the interest of justice and equity as deemed fit by this Hon'ble Court....”

༤. ཐོག་མའི་ཁྲིམས་འདུན་གྱི་འཕུན་ཚོད།

༤.༡.༡. གོང་གསལ་བཤེར་བཅུད་དོན་ཚན་ ༤.༡.༢ དང་༤.༡.༣ ཚན་མའི་ནང་གསལ་ལྟར་ འབྲུག་གྲོག་མེལ་ས་འཛིན་གྱི་ འཛིན་སྐྱོང་
བྱ་སྐྱོའི་ལམ་ལུགས་ (PMS RATING) ཁྲིམས་ཡིག་དོན་ཚན་༤ པ་ལྟར་ལག་ལེན་མ་འཐབ་པར་ ཚུད་ཚུའི་དབང་རིན་ཆེན་
ལུ་ལྷོགས་གྲུབ་ཚེད་ལྟའི་དུས་ཚོད་ནང་ལུ་ ལྷོགས་གྲུམ་མ་པ་ལས་མེད་པ་འབད་ཉུགས་བཀོད་མི་དེ་ ཚུད་ཚུའི་པས་བདག་དབང་ལུ་
ཀྱང་གི་གནད་མིན་བྱུང་བ་ལས་ ལྷུབ་བྱེད་བཅའ་ཁྲིམས་དོན་ཚན་༣༤ པ་ལྟར་ ཚུད་ཚུའི་སྐབས་བྱེད་ལུ་གཞི་བཞག་སྟེ་ འབྲུག་གྲོག་
མེལ་ས་འཛིན་ལུ་བདེན་པ་མེད་པ་སྟེ་གོས་ཚོད་གྲུབ།

༤.༡.༢. ཚུད་ཉོག་དེ་ལུ་བརྟེན་འདི་འབད་ ཚུད་ཚུའི་ལུ་འབད་ནི་འགོ་སྐབས་མ་ཐོབ་པའི་ཁར་ ད་ཚུན་ལྷུ་རིམ་དབྱེ་ལོགས་ཡང་མེད་པར་
ལུས་ཡོད་པ་ལས་ བྱ་བའི་གནད་སྲོད་ཀྱི་ཁྲིམས་དེབ་དོན་ཚན་༡༩༤ པའི་དགོངས་དོན་ལྟར་ སྤྱི་ལྷུ་ ཚུན་གྱི་ལྷུ་རིམ་དབྱེ་ལོགས་
སྲོད་དགོས་པའི་ཁར་ གལ་སྲིད་ཚུད་ཚུའི་པས་ད་རུང་ལས་འཛིན་དེ་ནང་ལས་གཡོག་འབད་ནི་རེ་འདོད་ཡོད་ཚེ་གོ་སྐབས་སྲོད་
དགོས་པར་གྲོས་ཚོད་གྲུབ།

༥. བཤེར་བཅུད།

༥.༡. ཐོག་མའི་འཕུན་ཚོད་བཅུད་དོན།

༥.༡.༡. འབྲུག་གྲོག་མེལ་ས་འཛིན་གྱི་ འཛིན་སྐྱོང་བྱ་སྐྱོའི་ལམ་ལུགས་ (PMS RATING) ཁྲིམས་ཡིག་དོན་ཚན་༤ པ་
ལྟར་ལག་ལེན་མ་འཐབ་པར་ ཚུད་ཚུའི་དབང་རིན་ཆེན་ལུ་ལྷོགས་གྲུབ་ཚེད་ལྟའི་དུས་ཚོད་ནང་ལུ་ ལྷོགས་གྲུམ་མ་པ་
ལས་མེད་པ་འབད་ཉུགས་བཀོད་མི་དེ་ ཚུད་ཚུའི་པས་བདག་དབང་ལུ་ལྟ་ཀྱང་གི་གནད་མིན་བྱུང་བ་ལས་ ལྷུབ་བྱེད་
བཅའ་ཁྲིམས་དོན་ཚན་༣༤ པ་ལྟར་ ཚུད་ཚུའི་སྐབས་བྱེད་ལུ་གཞི་བཞག་སྟེ་ འབྲུག་གྲོག་མེལ་ས་འཛིན་ལུ་བདེན་པ་
མེད་པ་སྟེ་འཕུན་ཚོད་གནང་ཅུག།

༥.༡.༢. ཚུད་ཉོག་དེ་ལུ་བརྟེན་འདི་འབད་ ཚུད་ཚུའི་ལུ་འབད་ནི་འགོ་སྐབས་མ་ཐོབ་པའི་ཁར་ ད་ཚུན་ལྷུ་རིམ་དབྱེ་ལོགས་
ཡང་མེད་པར་ལུས་ཡོད་པ་ལས་ བྱ་བའི་གནད་སྲོད་ཀྱི་ཁྲིམས་དེབ་དོན་ཚན་༡༩༤ པའི་དགོངས་དོན་ལྟར་ སྤྱི་ལྷུ་

མི་དེ་ ཤེས་ཡོན་དང་ གློག་མེལ་ལས་འཛིན་གྱི་མཐའ་དོན་ཁོ་ན་ལུ་གཞི་བཞག་སྟེ་བཏང་ཡོད་པར་གྲོས་ཐག་བཅད་ཅུག་ མི་སྟོབས་
 དང་ བདག་སྐྱོང་སྟེ་ཚོན་གྱི་ཡོངས་ཁྲབ་འཛིན་སྐྱོང་པས་ ཚེ་དབང་རིན་ཆེན་གྱི་དགའ་ལྡན་དབྱེ་རྟེན་གསལ་བཀོད་པའི་འབྲེལ་གཞན་སྐོར་
 དབྱེ་རྟེན་འདི་ཡང་ལས་གཡོག་པའི་གིས་ ཏུས་ཡུན་ཐོ་ཤོས་ལུ་འབད་མི་ བསྐྱར་ཞིབ་པ་འདི་གིས་འབད་དགོས་པར་གྲོས་ཐག་
 བཅད་དེ་ ཁོ་གིས་ངོམ་གཏེ་ལེ་ལོ་ལེ་གི་འོག་ལུ་ ལུ་ཏུས་ཡུན་ཐོ་ཤོས་འབད་ཡོད་པའལས་ ཁོ་པའི་ཉམས་ཚུན་གྱི་ཏུས་ཡུན་མཇུག་
 བསྐྱའི་བྲིས་ཤོག་བཀའ་སྟེ་ དགའ་ལྡན་གྱི་དབྱེ་རྟེན་གསལ་བཀོད་དེ་གྲོས་ཐག་བཅད་ནི་དེ་ ངོམ་གཏེ་ལེ་ལོ་ལེ་གིས་འབད་དགོས་པར་གྲོས་
 ཐག་བཅད་ཅུག་ དེ་འབད་མལས་ འབྲུག་གློག་མེལ་ལས་འཛིན་གྱི་འཛིན་སྐྱོང་ལལ་འཛུམས་ཐངས་༡༣༤ པའི་ནང་ ཁོ་པའི་ཉམས་
 ཚུན་ཏུས་ཡུན་མཇུག་བསྐྱོར་ ཐག་མ་བཅད་པར་བཞག་ཅུག།

6.3. འབྲུག་གློག་མེལ་ལས་འཛིན་གྱི་ལལ་འཛུམས་ཐངས་༡༣༤ པར་གཞི་བཞག་སྟེ་ གཏེ་ལེ་ལོ་ལེ་གིས་ སྤྱི་ཚེས་༡/༤/༠༢ ལས་
 ༣/༡/༠༤ གྱི་བར་ན་ ཚེ་དབང་རིན་ཆེན་གྱི་དགའ་ལྡན་དབྱེ་རྟེན་གསལ་བཀོད་པའི་འབྲེལ་ལལ་(UNSATISFACTORY) ཟེར་
 བཀོད་ཅུག་ དབྱེ་རྟེན་འདི་གིས་ བསམ་པ་མ་ཚོགས་པར་ འཛིན་སྐྱོང་མདོ་ཚེན་ལུ་ ཁོ་པའི་གསལ་ལལ་བཤད་དང་སྒྲུགས་མཐོ་
 གཏུགས་ལུ་ཅུག་ དེ་ལས་ འཛིན་སྐྱོང་མདོ་ཚེན་གྱི་བཀའ་ཆུ་དང་འཕྲིལ་ སྤྱི་ཚེས་ 26/4/2004 ཅན་མའི་ཡི་གེ་ལྟར་ ཚེ་དབང་
 རིན་ཆེན་གྱིས་བཀོད་པའི་གཞན་དོན་ཚུ་བསྐྱར་ཞིབ་འབད་ནི་དོན་ལུ་ ངོམ་བཟོན་ནམས་སྟོབས་རྒྱས་དང་མཚོ་མོ་དེ་རིན་ཆེན་དང་
 གུ་ལེགས་དོ་རྗེ་ ཚུང་ཏུས་ཚེ་རིང་བཅས་ཚུང་པའི་དཀའ་ངལ་ཚོགས་ཚུང་གཅིག་བཟོ་ཅུག་ སྤྱི་ཚེས་ 24/4/04 ལུ་ ཚོགས་
 ཚུང་གི་འབྲུས་མི་ཚུ་འཛུམས་ཏེ་ ཡིག་ཆ་ཚུ་བསྐྱར་ཞིབ་འབད་ཡོད་པའལ་ཚུང་ ངོམ་གཏེ་ལེ་ལོ་ལེ་དང་ ཚེ་དབང་རིན་ཆེན་གཉིས་པོ་
 རོ་རྒྱུང་སྟེ་སྟེན་ཅུག། ཚོགས་ཚུང་གིས་ (ངོམ་ཚེ་དབང་རིན་ཆེན་གྱིས་ཁ་བཟེད་པ་ཅིན་) ཁོ་པའི་ཤེས་ཚད་ལུ་གཞི་བཞག་སྟེ་
 གློག་རིག་སྟེ་ཚོན་ནང་གནས་སེང་བཏང་མི་ལུ་ གཏེ་ལེ་ལོ་ལེ་ལུ་བཏུབ་པའི་བསྐྱོར་གྲོས་འཆར་བཀོད་པ་ད་ ཁོ་གིས་ཡང་བཏུབ་
 པར་ཁ་བཟེད་ཅུག་ དེའི་ལུལ་ལས་ ཚེ་དབང་རིན་ཆེན་འབོད་དེ་ཚོགས་ཚུང་གི་བསམ་འཆར་འདི་ ཁོ་པར་བསྐྱབ་སྟོན་བྱེན་ཏེ་ ཁོ་
 པ་འབྲུག་གློག་མེལ་ལས་འཛིན་ནང་ ལུ་འཕྲོ་མཐུན་འབད་ཚུགས་པ་ཅིག་དང་ ཁོ་པའི་ལྷན་རིག་གོང་འཕེལ་བཏང་ནི་དོན་ལུ་
 མཐུན་འབྲེལ་ཅན་གྱི་ཐབས་ཤེས་བཏོན་ནི་ཨིན་ཟེར་ གསལ་ཏོག་ཏོ་སྟེ་སྒྲུབ་པའི་ཁར་ ཁོ་གིས་འཛིན་སྐྱོང་སྟེ་ཚོན་ལུ་ལུལ་བའི་ཡི་གེ་
 ཅན་གི་གཞན་དོན་ཚུ་ཡང་ གྲོས་བསྐྱར་འབད་དེ་ གློག་རིག་སྟེ་ཚོན་ནང་གནས་སེང་བཏང་མི་ལུ་ ཁོ་གིས་ཡང་བཏུབ་པར་ཁ་བཟེད་
 ཡོད་པའལས་ འཛིན་སྐྱོང་སྟེ་ཚོན་གྱིས་ཁོ་པའི་ལུ་གི་གྲུབ་འབྲས་དབྱེ་ཞིབ་འབད་ཚུགས་ནི་དོན་ལུ་ ཁ་བཟེད་འཛིན་ཡིག་ཐོག་ ལོ་

རོ་གཅིག་གི་རིང་བཞག་ནི་ཡིན་པར་ ཚོགས་རྒྱུ་གིས་འཛིན་སྐྱོང་སྡེ་ཚོན་ལུ་ སྐྱམ་ལྷ་འབད་ནི་དང་ ཁོ་རའི་ལཱ་གི་ལྷན་འབྲེལ་ལུ་
 གཞི་བཞག་སྟེ་ ལས་གཞི་ག་རྒྱུན་བརྟན་བཟོ་ནི་ཡིན་པར་གྲོས་ཐག་བཅད་ལུ་ག་ གོང་གི་གྲོས་བཅུད་དང་འབྲེལ་ རྒྱ་ཚོང་༣ གྱི་ཉེ་མ་
 འཛིན་སྐྱོང་ཞལ་འཛེམས་དང་གྲོས་བསྟུར་འབད་ནི་གི་དོན་ལུ་ ཚེ་དབང་རིན་ཆེན་གྱིས་ངོས་ལེན་ཡི་གེ་གཅིག་ལུ་དགོས་པར་སྐབ་
 ཡོད་རུང་ གཏོང་ཁར་གྲོས་བསྟུར་འབད་སྐབས་ལ་བཟེད་དེ་ འུལ་ལས་ཁོ་གིས་གྲོས་བཅུད་ལུ་ཆ་གནས་མ་བཞག་པར་ ཡི་གེ་ལུ་
 མ་བཏུབ་པ་ལས་ ཁོ་པར་བསྐབ་སྟོན་ཡང་བྱིན་མི་རྒྱུགས་ནི་ཡིན་པའི་འཚོར་སྣང་བྱུང་བ་ལས་ ཐབས་མེད་པར་ཚོགས་རྒྱུ་གིས་
 སྤྱི་ལོ་ ༢༠༠༢ ཚམས་འཁུག་སྟོག་མེ་ལས་འཛིན་གྱི་ལས་གཞི་ག་བཅའ་ཡིག་དང་ བསྐྱིག་གཞི་དོན་ཚན་པ.༢ དང་པ.༤.༢
 ཚན་མ་ལྟར་ ལག་ལེན་འཐབ་དགོ་པའི་གྲོས་འདེབས་ལུ་ལུ་ག་ ཚོགས་རྒྱུ་གི་སྐྱམ་ལྷ་ལུ་ སྤྱི་ཚེས་ ༢༤/༤/༠༤ ལུ་ཚོགས་པའི་
 འབྲུག་སྟོག་མེ་ལས་འཛིན་གྱི་ཞལ་འཛེམས་བཟང་ས་༡༤༠ པའི་ནང་བཙུགས་ཏེ་ གནད་དོན་དེའི་སྐོར་གྲོས་བསྟུར་མཐེལ་བྱིན་
 མཛེད་པའི་འུལ་ལས་ ཚེ་དབང་རིན་ཆེན་ཡར་ཤུག་བཏང་རྒྱུགས་པའི་ཐབས་ཤེས་གང་ཡང་མེད་པ་ལས་ ལྷོང་གཅིག་གི་ཉེན་བརྟེན་
 བྱིན་ཞིན་མ་ལས་ འབྲུག་སྟོག་མེ་ལས་འཛིན་ནང་ལས་ འགན་འཁུར་བཏང་ནི་ཡིན་པར་གྲོས་ཐག་བཅད་ལུ་ག་ དེའི་འུལ་ལས་
 འབྲུག་སྟོག་མེ་ལས་འཛིན་གྱི་འཛིན་སྐྱོང་མདོ་ཚེན་གིས་ སྤྱི་ཚེས་ ༩/༦/༠༤ ལུ་ལྷོང་གཅིག་གི་ཉེན་བརྟེན་དང་ སྤྱི་ཚེས་ ༩/༢/༠༩
 ལུ་མཐའ་མཇུག་གི་འགན་འཁུར་བཀའ་རྒྱ་ཡང་སྟོན་ཡོད་རུང་ བསམ་པ་མ་རྗེས་པར་ ཚེ་དབང་རིན་ཆེན་གྱིས་སྤྱི་ཚེས་
 ༢༤/༦/༠༤ ལུ་ཚོང་གཞི་བཙུགས་ལུ་ག་།

༦.༤. ཡོངས་ཁྲིའི་དབྱེ་དཔྱད་བཙུན་དོན།

ཆེ་མཐོ་ཁྲིམས་ཀྱི་འདུན་སའི་ཡོངས་ཁྲིའི་ལས་ གོང་གསལ་བཤེར་བཅུད་ཚུ་བསྐྱར་ཞིབ་མཐེལ་བྱིན་མཛེད་སྐབས་ གཤམ་གསལ་གྱི་
 དོན་ཁུངས་ཚུ་ཐོན་ཡོད།

༦.༤.༡. སྤྱི་ཚེས་ ༡/༤/༠༢ ལས་ ༣༡/༡/༢༠༠༤ ཚུན་ནམ་ ཚེ་དབང་རིན་ཆེན་གྱི་ཉམས་ཚུངས་ལུ་ལུ་གི་ལས་གཞི་ག་དབྱེ་
 རྟགས་སྐོར་ དབྱེ་ཞིབ་མཛེད་སྐབས་ འབྲུག་སྟོག་མེ་ལས་འཛིན་གྱི་ལས་གཞི་ག་བཅའ་ཡིག་དང་བསྐྱིག་གཞི་ སྤྱི་ལོ་
 ༢༠༠༢ ཚན་མ་དང་འབྲེལ་བཟེན་ ཉམས་ཚུངས་ལུ་ནང་ཡོད་པའི་ལས་གཞི་ག་ཚུ་གི་དྲག་ཞན་དབྱེ་རྟགས་འདི་
 བསྐྱར་ཞིབ་འབད་མི་འགོ་དཔོན་ཚུ་གིས་ ཉམས་ཚུངས་ལུ་ལུ་གི་ཐོག་ཟེར་མི་བྲིས་ཤོག་༩ པའི་ནང་བཀོད་སྟོན་ཡོད་
 པའི་ཁར་ བྲིས་ཤོག་དེ་ནང་བཀོད་ཚར་བའི་འུལ་ལས་རྒྱུ་མ་ཅིག་ལས་གཞི་ག་འཆར་གཞི་བྲིས་ཤོག་དང་འབྲེལ་ མི་ངོ་

འཛིན་སྐྱོང་ལམ་ལུགས་དེ་ ལག་ལེན་འཐབ་དོ་ཡོད་པའི་དོན་ཁྲུངས་ཐོན་ཡོད་ གླིམས་འདུན་ཕུལ་བའི་སྐབས་ལྟར་ཚུ་དབུ་
 ཞིབ་མཚན་སྐབས་ གོང་འཁོད་དུས་ཚོད་དེ་ལར་ གོང་གི་བཅའ་ཡིག་དང་སྒྲིག་གཞི་དང་འབྲེལ་ ཚེ་དབང་རིན་ཆེན་དང་
 ཤོ་མཚུངས་སྟེ་ དྲག་ཞན་དབུ་ཉགས་བཀོད་མི་ལས་གཤམ་པ་³⁶ ཡོད་པ་དང་ གཞན་ཚུ་གི་ལས་གཤམ་གྱུ་བཏུན་བཟོ་
 ཚར་རུང་ ཚེ་དབང་རིན་ཆེན་དེ་ མི་སྟོབས་དང་ བདག་སྐྱོང་སྟེ་ཚོན་ལུ་ཡོད་པ་ལྷན་འཛིན་སྐྱོང་པས་ལེགས་ཤོམ་འདུག
 ཟེར་དབུ་ཉགས་བཀོད་མི་སྟོར་ ཉོགས་བཤད་བཀོད་དེ་ འཛིན་སྐྱོང་མདོ་ཆེན་ལུ་མཐོ་གཏུགས་ལུ་སྟོན་ལུག་ ཁོ་པའི་
 དབུ་ཉགས་དང་གནས་སོར་སྟོར་ འཛིན་སྐྱོང་མདོ་ཆེན་གྱི་བཀའ་བཞེན་ འབྲུག་སྟོག་མེ་ལས་འཛིན་གྱི་ཞལ་འཛོམས་
 ཐངས་³⁷ པའི་ནང་ གྲོས་བསྟུར་འབད་ཡོད་པ་དང་ གྲོས་བསྟུར་དེ་དང་འབྲེལ་ ཁོ་གི་དབུ་ཉགས་འདི་ ཀེ་བེ་ལྷ་ཀ་ལེ་
 གིས་ རོས་ཤེས་མ་འདྲོངས་པ་ཟེར་བཀོད་ཡོད་པ་ལས་ ཁོ་རང་བསམ་པ་མ་ཚོགས་པར་ འཛིན་སྐྱོང་མདོ་ཆེན་ལུ་མཐོ་
 གཏུགས་ལུ་ལུག་ འཛིན་སྐྱོང་མདོ་ཆེན་གྱི་བཀའ་བཞེན་ ཁོ་པའི་དཀའ་སྤྲུག་གསལ་ཐབས་ལུ་ འབྲུག་མི་བཞི་ཡོད་པའི་
 ཚོགས་ཚུང་གཅིག་ཡང་བཟོ་སྟེ་ ཚོགས་ཚུང་གི་དོན་ཁྲུངས་ཚུ་ འབྲུག་སྟོག་མེ་ལས་འཛིན་གྱི་འཛིན་སྐྱོང་ཞལ་འཛོམས་
 ཐངས་³⁸ པའི་ནང་གྲོས་བསྟུར་འབད་དེ་ ཞལ་འཛོམས་དེའི་གྲོས་བཟུང་ལུ་གཞི་བཞག་སྟེ་ འབྲུག་སྟོག་མེ་ལས་
 འཛིན་གྱི་ལས་གཤམ་བཅའ་ཡིག་དང་སྒྲིག་གཞི་དང་འབྲེལ་ ཁོ་པ་འགན་སྲོལ་བཏང་ལུག།

6.2.2. གོང་འཁོད་བཅུད་དོན་ནང་གསལ་བ་བཞེན་ གླིམས་འདུན་ཕུལ་བའི་སྐབས་ལྟར་ཚུ་དབུ་ཞིབ་མཚན་སྐབས་ གཤམ་འཁོད་
 དོན་ཁྲུངས་ཚུ་ཐོན་ཡོད།

- འབྲུག་སྟོག་མེ་ལས་འཛིན་གྱི་ལས་གཤམ་བཅའ་ཡིག་དང་སྒྲིག་གཞི་ཚུ་དོན་འབྲེལ་འབད་མེད་དབང་ཚད་དེ་
 འབྲུག་སྟོག་མེ་ལས་འཛིན་གྱི་འཛིན་སྐྱོང་སྟེ་ཚོན་ལུ་ཡོད་པ་དང་ ཚུད་གཞི་དེའི་ཐད་ མི་ངོ་འཛིན་སྐྱོང་ལམ་ལུགས་
 གྱི་དབུ་ཞིབ་ནང་འཛོལ་བཀའ་ཡང་མེན་འདུག།
- ཁོ་པའི་ཉམས་ཚེད་དུས་ལུ་ཉམས་གནང་བ་མ་གྲོལ་བར་ལུས་མི་འདི་ འབྲུག་སྟོག་མེ་ལས་འཛིན་གྱི་འཛོལ་བ་མེན་
 པའི་ལར་ ཁོ་པའི་བཤེར་ཡིག་བསྐྱར་ཞིབ་འབད་མི་ལས་གཤམ་གླུ་ཞག་དང་འབྲེལ་བ་འཐབ་མི་ཚུ་དང་ ཚེ་
 དབང་རིན་ཆེན་ལུ་བཏང་མི་སྤྱི་ཚེས་ ༢/2/0༥ ཅན་མའི་མཐའ་མཇུག་གི་ཡི་གེ་དེ་ནང་ཡང་ འབྲུག་སྟོག་མེ་ལས་

འཛིན་གྱིས་ ཁོ་པའི་ཉམས་ཚེད་དུས་ཡུན་གཏན་འཁེལ་བཟོ་ནི་དེ་ རོན་ཆེད་གྱིས་ཡུན་འགྲུང་ས་བཞག་པ་མིན་
པར་འཁོད་ལུགས།

- ཀེ་མི་ཕྱག་ལེ་གིས་ངེས་ཤེས་མ་འདྲོངས་པའི་དབྱེ་རྟགས་བཀོད་མི་དེ་ལུ་བསམ་པ་མ་རྗེས་པར་ རོམ་ཆེ་དབང་
རིན་ཆེན་གྱིས་མཐོ་གཏུགས་ལུ་བའི་ཐད་ སློག་རིག་ཡོངས་འབྲེལ་གྱི་ཐོག་ལས་འབྲེལ་བ་འཐབ་མི་ཚུ་དབྱེ་ཞིབ་
མཛད་པ་ད་ བསྐྱར་ཞིབ་འགོ་དཔོན་གྱིས་རྩོད་རྩེད་ལུ་གཡོག་ཡར་དྲག་བཏང་ནི་དེ་དོན་ལུ་ དུས་ཡུན་ལང་མ་སྡེ་
སློད་ལུགས།
- བསྐྱར་ཞིབ་འགོ་དཔོན་གྱིས་ དབྱེ་རྟགས་དེ་སྡེ་བཀོད་མི་དེ་ ཁོང་གཉིས་གྱི་བར་ན་འཁོན་ལུགས་པ་ལས་བརྟེན་
ཨིན་པར་གསལ་བའི་ཐད་ བསྐྱར་ཞིབ་འགོ་དཔོན་གྱིས་རྩོད་རྩེད་ལུ་འདི་ངེས་ཤེས་འདྲོངས་ཚུགས་པ་ཅིག་མེད་པ་
ལས་ ཆེད་བང་རིན་ཆེན་ལུ་ ལུ་གཡོག་ཡར་དྲག་བཏང་དགོ་པའི་ཉེན་བརྟེན་ཡང་བྱིན་ཡོད་པའི་ཁར་ ཐོག་མའི་
ཁྲིམས་འདུན་དང་ ཡོངས་ཁྲིལ་ལུ་སྤུལ་བའི་ཡིག་ཆས་ཚུ་དབྱེ་དཔྱད་མཛད་པ་ད་ བསྐྱར་ཞིབ་འགོ་དཔོན་དང་ ཆེ་
དབང་རིན་ཆེན་གྱི་བར་ན་འཁོན་ལུགས་པའི་སྐྱབ་སྡེད་གང་ཡང་མིན་འདུག།
- རོམ་ཆེ་དབང་རིན་ཆེན་སློག་རིག་སྡེ་ཚན་ནང་གནས་སོར་བཏང་བའི་ཐད་ འབྲུག་སློག་མེ་ལས་འཛིན་གྱི་འཛིན་
སྐྱོང་ཞལ་འཛོམས་ཐེངས་ ༡༣༦ པ་དང་ ༡༤༠ པའི་ནང་ འབྲུག་སློག་མེ་ལས་འཛིན་གྱིས་ ཁོ་པའི་ཁྱད་ལུ་ཡར་
དྲག་བཏང་ནི་དང་ འབྲུག་སློག་མེ་ལས་འཛིན་ནང་རང་སྲོད་ནི་དེ་གོ་སྐྱབས་ཡང་སློད་ལུགས།
- ཐོག་མའི་ཁྲིམས་འདུན་གྱི་འཇུག་ཚེད་དགོངས་དོན་ལྟར་ ལུ་བལྟལ་འཛིན་སྐྱོང་ལམ་ལུགས་(PMS)གྱི་དོན་
ཚན་ ༤ པའི་ཁ༽ པ་ལྟར་ འཇུག་ཚེད་གནང་མི་འདི་ ཞི་གཡོག་གཏན་འཁེལ་སོང་མི་གེདོན་ལས་ལག་ལེན་
འཐབ་ནི་མ་གཏོགས་ ཉམས་ཚེད་གྱི་དུས་ཡུན་ནང་ལག་ལེན་འཐབ་མི་ནམ་ལས་ རོར་འཇུག་སོང་འདུག་པ་ལས་
ཡོངས་ཁྲིལ་དབྱེ་བ་དཔྱད་པ་ད་ འབྲུག་སློག་མེ་ལས་འཛིན་གྱི་བཅའ་ཡིག་དང་བསྐྱིག་གཞི་ དབྱེ་ན་ལོ་ ༢༠༠༢
ཅན་མའི་དོན་ཚན་ ༥-༢ པ་ལྟར་ ཉམས་ཚེད་གྱི་མཐའ་མཇུག་དུས་ཡུན་གྱི་འབྲི་ཤོག་ནང་ འགོ་དཔོན་གྱིས་དབྱེ་
རྟགས་ཐད་ཁར་བཀོད་ནི་མ་གཏོགས་ རོ་འཛོམས་ཐོག་ལུ་སྡེ་བཀོད་དགོ་པ་མིན་འདུག།

གོང་གི་གནད་དོན་ཚུ་ལུ་བརྟེན་ འབྲུག་གྲོག་མེ་ལས་འཛིན་གྱི་འཛིན་སྐྱོང་སྡེ་ཚོན་གྱི་གོ་ས་ཚོན་དེ་ ལས་འཛིན་གྱི་ལུ་
གཡོག་བཅའ་ཡིག་དང་བསྐྱིག་གཞི་སྤྱི་ལོ་ ༢༠༠༢ གྱི་ལམ་ལུགས་དང་འབྲེལ་འབད་ཡོད་པ་ལས་དབྱེ་བ་ལོགས་སུ་
དཔུང་མ་དགོས་པར་ ཐོག་མའི་ཁྲིམས་གྱི་འདུན་ས་ལས་གནང་བའི་འབྲུག་ཚོན་དེ་ བསྐྱར་བཅོས་མཛད་དགོས་འདུག།

༧. ཡོངས་ཁྲིམ་འབྲུག་ཚོན།

གོང་གསལ་བཤེར་བཅུད་ནང་གསལ་ལྟར་ འབྲུག་གྲོག་མེ་ལས་འཛིན་གྱི་འཛིན་སྐྱོང་ལཱ་འཛུགས་ཐབས་༡༩༠ པའི་གོ་ས་བཅུད་ལུ་གཞི་
བཞག་སྟེ་ འབྲུག་གྲོག་མེ་ལས་འཛིན་གྱི་ལས་གཡོག་བཅའ་ཡིག་དང་བསྐྱིག་གཞི་དང་འབྲེལ་ ཚུན་ཚུ་ཁོ་པ་འགན་སྲོལ་བཏང་ཡོད་པ་ལས་
ལས་འཛིན་གྱི་ལས་གཡོག་བཅའ་ཡིག་དང་ བསྐྱིག་གཞི་ཚུ་འོ་དོན་འབྲེལ་དེ་ ལས་འཛིན་གྱིས་འབད་ཡོད་པ་མ་ཚོད་ ཡོངས་ཁྲིམ་ལས་ ཁྲིམས་
འདུན་ཡོད་པའི་གནད་དོན་ཚུ་ལུ་ བརྩི་འཛོག་འབད་མེད་ ལས་འཛིན་ལུ་དེ་བཞིན་དོན་འབྲེལ་འབད་མེད་དབང་ཚད་ཡོད་པའི་དོན་ཁུངས་ཡོད་
པར་ དགོངས་བཞེད་འཆར་བས་ དོན་ཁུངས་ཀྱི་རྟུགས་གྲུབ་པ་ལས་ མཐོ་གཏུགས་པས་ འབྲུག་གི་སྤྱི་བཅའ་ཁྲིམས་སྤྱི་ལོ་ ༢༠༠༥
ཅན་མའི་ དོན་ཚོན་ ༩༩ །༡༧། པ་དང་ ལྷ་བའི་གནད་སྦྱོང་གི་ཁྲིམས་དེབ་དོན་ཚོན་ ༩༩.༡ པའི་དགོངས་དོན་ལྟར་ བདེན་འཛིན་རུང་
བའི་སྤྱི་བཅའ་ཁྲིམས་མཐོན་རྟུགས་སྟོན་ཡོད་པ་ལས་ འབྲུག་གི་ཚུན་དང་ཉེས་ཚུན་ལྷ་བའི་གནད་སྦྱོང་གི་ཁྲིམས་དེབ་དོན་ཚོན་༡༡༡ །༡། པའི་
དགོངས་དོན་ལྟར་ ཐོག་མའི་ཁྲིམས་འདུན་གྱི་འབྲུག་ཚོན་ཨང་༡༩༡༡། སྤྱི་ཚེས་ ༠༢-༠༥-༢༠༠༩ ཅན་མ་དེ་ཉིད་ སྤེལ་པོ་བསྐྱར་བཅོས་
མཛད་དེ་ ཚུན་ཚུ་ཚེད་བང་རིན་ཆེན་ཁོ་རང་ འབྲུག་གྲོག་མེ་ལས་འཛིན་གྱིས་འགན་སྲོལ་བཏང་ཡོད་པའི་ གནད་དོན་དེ་ལུ་བརྩི་འཛོག་མཛད་
དེ་འབྲུག་ཚོན་གྲུབ།

བཀའ་གྲུ།

ཁྲིམས་གྱི་འདུན་ས་ལས་ ལྷ་བའི་གནད་སྦྱོང་གི་ཁྲིམས་དེབ་དོན་ཚོན་ ༩༩ པའི་ནང་གསལ་ལྟར་ བཀའ་གྲོགས་རིམ་པར་མཛད་དེ་ འབྲུག་ཚོན་གནང་གྲུབ་
པར་བརྟེན་ ཚུན་དོན་དེ་སྐོར་ ཁྲིམས་དེབ་དོན་ཚོན་ ༩༩.༥ པ་དང་ དོན་ཚོན་༡༠༩.༡ པའི་གཞི་ པ་ལྟར་ ཚོད་འཛིན་གྱི་དུས་ལུགས་ཞག་གྲངས་བཅུ་ཐམས་
ནང་འཁོད་མཐོ་གཏུགས་མ་འབད་བཅིན་ གསར་བཤེར་མ་ཚོགས་འཛུགས་གཞི་རྒྱུ་གཞན་གནང་བསྐྱུན་ འབྲུག་ཚོན་འདི་ཁྱབ་དབང་སྦྱོང་ནི་ཡིན་མ་ལས་ ལག་ལེན་
འཐབ་དགོ་པའི་འབྲུག་ཚོན་དང་འབྲེལ་ཏེ་བསྐྱར་སྦྱོང་བསྐྱབ་ནིའི་དོན་ལུ་ ཉམས་སྦྱང་པའི་ཚུ་ཕན་དེ་ཁྲིམས་གྱི་འདུན་སར་བཅར་དགོ།

ཕྱིན་ཚད་དུ་ལས་པར་ གོང་གསལ་འཇུག་ཚོད་དེ་དང་འབྲེལ་བའི་བཀའ་སྐྱབས་མ་བཟུབ་པའི་རིམ་པ་ ཅུ་ཕན་སུ་ཞིག་གི་ཁོངས་ལས་འཐོན་རུང་ བྱ་བའི་
གནད་སྲོད་ཀྱི་ཁྲིམས་དེ་བཙོན་ཚོན་༡༠༧ པའི་ནང་གསལ་ལྟར་ བྱད་གསོད་ཀྱི་ཉེས་ཁྲིམས་སྤྲིན་ཚོགས་བཙུགས་ གནམ་ལོ་སུ་མོ་གྲང་ལོ་ ཟླ་བདུན་པའི་
ཚེས་བརྒྱད་ལུ་འཇམ་ སྤྱི་ཚེས་ ༢༤.༠༤.༢༠༠༩ ལུ་དཔལ་ལྷན་འབྲུག་པའི་ཁྲིམས་ཀྱི་བཀའ་བརྒྱ།

(སྲིད་མཐར་ལྷན་རྒྱུལ་)
བྲང་དཔོན།

(འཛིགས་མེད་བཟང་པོ་)
བྲང་དཔོན།

(ཚེ་རིང་དབང་ལྷུག་)
བྲང་དཔོན།