

See rule 56 (19) (ii) (b)

INDEMNITY BOND

(Form of Indemnity Bond for payment of family pension/Death gratuity in case of disappearance of the Government Servant while in service).

KNOW ALL MEN by these presents that we (a) (b) the wife/son/brother/nominee etc. of (c) who was holding the post of in the Department/Office of is reported to have been missing since..... (hereinafter referred to as 'missing Government servant') resident of (hereinafter called "the Obligor") and (c) son/wife/daughter of Shri resident of and son/wife/daughter of resident of the sureties for and on behalf of the Obligor (hereinafter called "the Sureties") are held firmly bound to the Government of Orissa (hereinafter called "the Government") in the sum of Rs. (in words) equivalent of the amount on account of payment of salary, leave encashment, G. P. F. Retirement/Death Gratuity and each and every sum being the monthly family pension will and truly to be paid to the Government on demand and without a demur together with simple interest at the rate per cent p. a. from the date of payment thereof until repayment for which payment we bind ourselves and our respective heirs, executors, administrators, legal representatives, successors and assigns by these presents.

Signed this day of one thousand nine hundred and

WHEREAS (c) was at the time of his disappearance in the employment of the Government receiving a pay at the rate of Rs. (in words) only per month from the Government.

AND WHEREAS the said (c) disappeared on the day of 19..... and there was due to him at the time of his disappearance the sum equivalent of (i) salary due/(ii) leave encashment (iii) G. P. F. and (iv) Retirement/Death Gratuity.

AND WHEREAS the Obligor is entitled to family pension Rs. (Rupees only) plus admissible temporary increase thereon.

AND WHEREAS the Obligor has represented that he/she is entitled to the aforesaid sum and approached the Government for making payment thereof to avoid undue delay and hardship.

AND WHEREAS the Government has agreed to make payment of the said sum of Rs. (in words) and monthly family pension @ Rs. (in words) only and temporary increase thereon to the Obligor upon the Obligor and the Sureties entering into a Bond in the abovementioned sum to indemnify the Government against all claims to the amount so due to the aforesaid missing Government servant.

AND WHEREAS the Obligor and at his/her request the Surety/Sureties have agreed to execute the Bond in the terms and manner hereinafter contained.

NOW THE CONDITION OF THIS BOND is such that if after Payment has been made to the Obligor, the Obligor and/or the Surety/Sureties shall in the event of a claim being made, by any other person or the missing employee on appearance, against the Government with respect to the aforesaid sum of Rs. (in words) and the sums paid by the Government as monthly pension and temporary increase as aforesaid then refund to the Government the said sum of of Rs. (in words) and each and every sum paid by Government as monthly pension and temporary increase together with simple interest @ % per annum and shall, otherwise, indemnify and keep the Government harmless and indemnified against and from all liabilities in respect of the aforesaid sums and all costs incurred in consequence of the claim thereto THEN the above written Bond or obligation shall be void and of no effect but otherwise it shall remain in full force, effect and virtue.

AND THESE PRESENTS ALSO WITNESS that the liability of the Surety/Sureties hereunder shall not be impaired or discharged by reason of time being granted by or any forbearance act or omission of the Government whether with or without the knowledge or consent of the Surety/Sureties in respect of or in relation to the obligations or conditions to be performed or discharged by the Obligor or by any other method or thing whatsoever which under the law relating to sureties would but for this provision shall have no effect of so releasing the Surety/Sureties from such liability nor shall it be necessary for the Government to sue the Obligor before suing the Surety/Sureties or either of them for the amount due hereunder, and the Government agrees to bear the stamp duty, if any, chargeable on these presents.

IN WITNESS WHEREOF the Obligor and the Surety/Sureties hereto have set and subscribed their respective hands hereunto on the day, month and year above written.

Signed by the above named 'Obligor' in the presence of

- 1
- 2.....

Signed by the above named 'Surety/Sureties'

- 1.....
- 2.....

Accepted for and on behalf of the Governor of Orissa.....
.....(Name and designation of the Officer directed or authorised, or in pursuance of Article 299(1) of the Constitution, to accept the Bond for and on behalf of the Governor) in the presence of.....

(Name and designation of witness)

NOTE I. (a) Full name of the claimant referred to as the 'Obligor'

(b) State relationship of the 'Obligor' to the missing Government servant

(c) Name of the 'missing Government servant',

(d) Full name or names of the sureties with name or names of the father (s)/husband (s) and place of residence.

NOTE II. The Obligor as well as the sureties should have attained majority so that the bond may have legal effect or force.

NOTE III. The rate of simple interest will be as prescribed by the Government from time to time.