

[(See rule 56 (20) (B) (b) ]

## INDEMNITY BOND

( Form of Indemnity Bond for family pension/Death gratuity in case of disappearance of retired pensioner)

KNOW ALL MEN by these presents that we (a)..... (b).....  
 the widow/son/brother/nominee etc. of (c)..... who had retired from the post of  
 .....in the Department/Office of..... and who was in receipt of  
 pension from..... is reported to have been missing since.....  
 (hereinafter referred to as 'missing pensioner' resident of .....  
 (hereinafter called "the Obligor" and (d).....son/wife/daughter of.....  
 ..... 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 Governor of Orissa  
 (hereinafter called "the Government") in each and every sum being the arrears of pension and monthly  
 family pension and temporary increase thereon well and truly to be paid to the Government on demand and  
 without a demur together with simple interest at the rate of.....% per annum from the date of  
 payment until repayment for which payment we bind ourselves and our respective heirs, executors, admini-  
 strators, 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 a State Government  
 pensioner receiving a pension at the rate of Rs. ....(in words)..... only  
 per month and temporary increase thereon 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 arrears of pension due.

AND WHEREAS the Obligor is entitled to family pension at 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 the monthly family pension at Rs.....(in words).....  
 plus temporary increase thereon to the Obligor upon the Obligor and the Sureties entering into a Bond in  
 the above-mentioned sum to indemnify the Government against all claims to the amount so due to the  
 aforesaid missing Government pensioner.

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 pensioner on appearance, against the Government with respect to the aforesaid sum of  
 Rs.....(in words)..... and the sums paid by the Government as monthly family pension  
 and temporary increase as aforesaid then refund to the Government the said sum of Rs.....  
 (in words)..... and each and every sum paid by Government as monthly family 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 or time being granted by or any forbearance act or omission or 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 by.....  
(Name and designation of the Officer directed or authorised, in pursuance of Article 299 (1) of the Constitution to accept the bond for/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 pensioner'
- (c) Name of the 'missing pensioner'
- (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