

INDEMNITY BOND
O.C.S. (PENSION)FORM-Q
[see rule 56 (19)(ii)(b)& 56 (20)(B)(b)]

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

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 _____/who was in receipt of pension from _____ is reported to have been missing since _____ (hereinafter referred to as 'missing Government Servant /missing pensioner) resident of _____ (hereinafter called "the Obligor") and (d) Shri _____ son/wife/daughter of Shri _____ resident of _____ and (e) Shri _____ 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 Odisha(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., Pension, 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 _____ TwoThousand _____.

AND WHEREAS (c) _____ was at the time of his disappearance is in the employment of the Government and receiving pay at the rate of Rs. _____ (in words) _____ only per month from the Government/is in receipt of pension at the rate of Rs. _____ (in words) _____ per month.

AND WHEREAS the said (c) _____ disappeared on the _____ day of _____ 20____ and there was dues payable to him at the time of his disappearance the sum equivalent of (i) Salary Due (ii) Leave Encashment (iii)G.P.F. (iv) Pension and (v) Retirement /Death Gratuity.

AND WHEREAS the Obligor is entitled to family pension of 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 for the above mentioned sum to indemnify the Government against all claims to the amount so due to the aforesaid missing Government servant/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 employee/pensioner on appearance, against the Government with respect to the aforesaid sum of Rs. _____ (in words) _____ and the sum paid by the Government as monthly pension, temporary increase and other dues as aforesaid then refund is to be made to the Government for each and every sum paid along 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 what so ever which under the law relating to sureties would but 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 Odisha _____
by (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)

Contd.....

Note I. (a) full name of the claimant referred to as the 'Obligor'.

(b) State relationship of the "Obligor" to the missing Government Servant/Pensioner.

(c) Name of the 'missing Government Servant'/Pensioner.

(d) Full name or names of the sureties with names 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.

Note IV. Strikeout the portion which is not applicable to the case either as a Government Servant or as Pensioner.