

FORMAT 8

(See Rule 51(5), 71(6) and 79(3)(iii)

Indemnity Bond to be furnished by a claimant of Gratuity or Family Pension in the case of a missing Government Servant or Pensioner or Family Pensioner

Part I (To be filled in the case of missing Government servant)

KNOW ALL MEN by these presents that we (a).....(b)....., the wife/son /brother/nominee, etc., of (c)who was holding the post ofin the Ministry/Department /Office of is reported to have been missing since(hereinafter referred to as 'missing Government servant') resident of (hereinafter called "the Obligor") and (d) son/wife/daughter of Shri resident ofand 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 President of India (hereinafter called "the Government") in the sum of Rs..... (Rupees) equivalent of the amount on account of payment of salary, leave encashment, GPF, Gratuity and each and every sum being the monthly family pension well and truly to be paid to the Government, on demand and without a demur together with simple interest @..... % p.a. from the date of payment there of until repayment for which payment we bind ourselves and our respective heirs, executors, administrators, successors and assigns by these presents.

Signed thisday oftwo thousand and

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

AND WHEREAS the said (c) disappeared on theday of20and there was due to him at the time of his disappearance the sum equivalent of (i) salary due (ii) leave encashment, (iii) GPF and (iv) Retirement/Death Gratuity.

AND WHEREAS the Obligor is entitled to family pension at Rs. (Rupees.....only) plus admissible dearness relief 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..... (Rupees) and monthly family pension @ Rs. (Rupees.....) only and relief 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 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 **Government servant** on appearance, against the Government with respect to the aforesaid sum of Rs.(Rupees) and the sums paid by the Government as monthly pension and relief as aforesaid then refund to the Government the said sum of Rs.....(Rupees.....) and each and every sum paid by Government as monthly pension and relief 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.

(Signature of Obligor)

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 President of India by

.....

[Name and designation of the Officer directed or authorized, in pursuance of Article 299(1) of the Constitution, to accept the Bond for and on behalf of the President] 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.

Part – II (To be filled in the case of missing 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 Ministry /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 Shri. resident
of.....and
..... son/wife/daughter of Shri. resident of
..... the Sureties for and on behalf of the
Obligor (hereinafter called "the Sureties") are held firmly bound to the President of India (hereinafter called
"the Government") in each and every sum being the arrears of pension and monthly family pension and relief
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, administrators, legal representatives, successors and
assigns by these presents'.

Signed thisday oftwo thousand and

WHEREAS (c) was at the time of his disappearance a Central Government pensioner receiving a pension at the rate of Rs. (Rupees) only per month and relief thereon from the Government.

AND WHEREAS the said (c) disappeared on the day of 20..... 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 dearness relief 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(Rupees) and monthly family pension at Rs. (Rupees) plus relief 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 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..... (Rupees) and the sums paid by the Government as monthly pension and relief as aforesaid then refund to the Government the said sum of Rs. (Rupees) and each and every sum paid by Government as monthly family pension and relief together with simple interest @% per annum and shall, other wise, 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 other wise 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 pr 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.

(Signature of Obligor)

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 President of India by [Name and designation of the Officer directed or authorized, in pursuance of Article 299 (1) of the Constitution, to accept the Bond for and on behalf of the President] 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.

Part – III (To be filled in the case of missing Family Pensioner)

KNOW ALL MEN by these presents that we (a)..... resident ofand the son/daughter/mother/father/disabled sibling etc. (hereinafter called “the Obligor”) of (b).....who was in receipt of /eligible for family pension before reported to have been missing since..... on account of being the widow/widower/son/daughter/disabled sibling etc. (hereinafter referred to as ‘missing family pensioner’) of (c)..... who was holding/had retired from the post of in the Ministry/Department/Office ofand who died on and (d).....son/wife/daughter of Shri. resident ofandson/wife/daughter of Shri..... resident of the Sureties for and on behalf of the Obligor (hereinafter called “the Sureties”) are held firmly bound to the President of India (hereinafter called “the Government”) in each and every sum being the arrears of pension and monthly family pension and relief 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, administrators, legal representatives, successors and assigns by these presents’.

Signed thisday oftwo thousand and

WHEREAS (b) was at the time of his disappearance a Central Government family pensioner receiving/eligible for receiving a family pension at the rate of Rs. (Rupees) only per month and relief thereon from the Government.

AND WHEREAS the said (b) disappeared on the day of 20..... and there was due to him/her at the time of his/her disappearance the sum equivalent of arrears of family pension due.

AND WHEREAS the Obligor is entitled to family pension at Rs..... (Rupees..... only) plus admissible dearness relief 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(Rupees) and monthly family pension at Rs. (Rupees) plus relief 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 family 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 family pensioner on appearance, against the Government with respect to the aforesaid sum of Rs..... (Rupees) and the sums paid by the Government as monthly pension and relief as aforesaid then refund to the Government the said sum of Rs. (Rupees) and each and every sum paid by Government as monthly family pension and relief 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.

(Signature of Obligor)

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 President of India by
.....

..... [Name and designation of the Officer directed or authorized, in pursuance of Article 299 (1) of the Constitution, to accept the Bond for and on behalf of the President] 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 family pensioner'.

(c) Name of the deceased **Government servant** /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.