

INDEMINITY BOND
O.C.S. (PENSION)FORM-P
[see rule 55 (3)]

Form of bond of Indemnity for payment of minor(s) share of death/retirement gratuity up to Rs.50,000 (rupees fifty thousand) to the person without production of guardianship certificate.

KNOW ALL MEN by these presents that we (a) _____
(b) _____ the widow/son/brother, etc. of (c) _____ deceased,
resident of _____ (hereinafter called "the Obligor") and
(d) _____ son/wife/daughter of _____ resident of
_____ and (e) _____ 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
Odisha (hereinafter called "the Government" in the sum of Rs. _____
(Rupees _____ only) well and truly to be paid to the Government on
demand and without a demur for which payment we bind ourselves and our respective
heirs, executors, administrators, legal representatives, successors and assigns by these
presents.

Signed this _____ day of _____ Two thousand and
_____ and

WHEREAS (c) _____ at the time of his death in the employment of the
Government/Pensioner receiving salary at the rate of Rs. _____
(Rupees _____ only) per month / pension at the rate of
Rs. _____ per month from the Government.

AND WHEREAS the said (c) _____
died on the _____ day of _____ 20 _____ and there
was due to him at the time of his death the sum of Rs. _____ (Rupees _____
only) for and towards share of his minor son (s) /daughter (s) the death/retirement gratuity.

AND WHEREAS the "Obligor" claims to be entitled to the said sum as de facto
guardian of the minor son (s) /daughter (s) of the said (c) _____ but has not
obtained till the date of these presents the certificate of guardianship from any competent
Court of law in respect of the said minor (s).

AND WHEREAS the "Obligor" has satisfied (d) &(e) _____ that he/she
is entitled to the aforesaid sum and that it would cause undue delay and hardship if the
"Obligor" be required to produce the certificate of guardianship from the competent Court
of law before payment to him of the said sum of Rs. _____.

And WHEREAS the Government has no objection to the payment of the said sum of the "Obligor" but under Government Rules and Orders, it is necessary for the "Obligor" to first execute a bond with one surety/two sureties to indemnify the Government against all claims to the amount so due as aforesaid to the said (c) _____ before the said sum can be paid to the "Obligor".

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 against the Government with respect to the aforesaid sum of Rs. _____ refund to the Government the said sum of Rs. _____ and shall otherwise indemnify and keep the Government harmless and indemnified against and from all liabilities in respect of the aforesaid sum 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 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 the sureties, shall but for this provision have the effect of so relating 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 here under, 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 the 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

Names and designations of the Officer directed or authorised, in pursuance of Article 229 (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 deceased.

(c) Name of the deceased Government Officer.

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

(e) Designation of the Officer responsible for payment.

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