

**INDEMNITY BOND**  
**(See Rule 143-A)**

KNOW ALL MEN by those presents that we (a) \_\_\_\_\_  
(b) \_\_\_\_\_ the wife/son/nominee etc. of (c) \_\_\_\_\_  
\_\_\_\_\_ who was holding the post of  
\_\_\_\_\_ in the Deptt./office of  
\_\_\_\_\_ who has been missing since \_\_\_\_\_  
(hereinafter referred to as 'missing Government Servant') resident of  
\_\_\_\_\_ (hereinafter called "the obligor") and (d)  
\_\_\_\_\_ 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 Governor of Assam (hereinafter called "The Government") in the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) 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 well and truly to be paid to the Government on demand and without a demur together with simple interest @ 6% 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 ₹ \_\_\_\_\_ ( Rupees \_\_\_\_\_) only AND WHEREAS the said (c) \_\_\_\_\_ disappeared on the day of \_\_\_\_\_ 199 \_\_\_\_\_ 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 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 ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) only and monthly family pension @ ₹ \_\_\_\_\_ ( Rupees \_\_\_\_\_) only and relief thereon to the obligor upon the Obligor and the sureties entering into a Bond in the above mentioned sum to Indemnity 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.

THE CONDITION OF THIS BOND is such that if after payment has been a made to the Obligor, the Obligor and/or the Surety/Sureties \*\*\*\* in the event of a claim being made, by any other person or \*\*\*\* missing employee on appearance, against the Government with \*\*\*\*\* to the aforesaid sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) only and the sums paid by the Government as monthly pension and relief as aforesaid then refund the Government the said sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) only and each and every sum paid Government as monthly pension and relief together with simple interest @ \_\_\_\_\_% per annum and shall, otherwise , indemnity and keep the Government harmless and indemnified against and From all liabilities in respect of the aforesaid sums and all costs concurred 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 an on behalf of the Governor of Assam 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 Governor in the presence of \_\_\_\_\_

\_\_\_\_\_  
(Name and designation of Witness)

- NOTE I – (a) Full name of the claimant referred to as the 'Obligor'.  
 (b) \*\*\*\*\* 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. It is 6% p.a on the date of issue of the O.M.