

INDEMNITY BOND
O.C.S.(PENSION) FORM 18
[(See rule 55 (3))]

FORM OF BOND OF INDEMNITY FOR PAYMENT OF MINOR(S) SHARE OF DEATH /
RETIREMENT GRATUITY UP TO Rs.10,000 (RUPEES TEN 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.....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 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, administrator, level representatives,
successors and assigns by these presents].

Signed this.....day of.....one thousand nine hundred
and

WHEREAS (e).....was at the time of death in the employment of the
Government/receiving a pension at the rate of Rs.....(Rupees.....
.....only) per month from the Government.

AND WHEREAS the said (c)
Died on theday of.....19.....
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/daughter in the
death/retirement gratuity.

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

AND WHEREAS the Obligor ahas satisfied (c)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 to 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 assigning 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 Oblgor 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 amount 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.

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 and or omission of the Government whether with or without the knowledge or consent of the surety/sureties in respect 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, shall but for this provision have the effect of so relating 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 WHERE the Obligor and the surety/sureties hereto have not 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 Government of Orissa by

[Name and designation of the Officer directed or authorised, in pursuance of Articles 299(I) of the Constitution, to accept the bound 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) 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.