FORM OF DECLARATION TO BE OBTAINED FROM A GOVERNMENT SERVANT WHEN THE GOVERNMENT UNDERTAKES HIS DEFENCE WHO INVOLVED IN LEGAL PROCEEDINGS

(here enter description of the proceedings)

The Government of India having been pleased to undertake my defence in the above proceedings, I hereby agree to render such assistance to Government as may be required for my defence and further agree that I shall not hold Government in any way responsible if the proceedings end in a decision adverse to me.

Date………………………… Signature of the Government servant.

--------
BOND TO BE OBTAINED FROM RETIRED GOVERNMENT, IF ADVANCE IS GRANTED TO COVER LEGAL EXPENSES

BY THIS BOND I…………………………having taken an advance of Rs………………………………(Rupees …………………..only) from the President of India (herein after called the Government) promise to pay to the Government the sum of Rs………………………….in ………………….equal monthly installments of Rs………………..by the 10th of every month commencing from…………………………

2. AND I agree that in case I cease to be in Government service for any reason whatsoever the entire balance of the amount shall become at once due and payable and that in case I fail to pay the same before the date of expiry of six months from the date I cease to be in Government service or before the date on which the payment of the last installment under this bond would have become due but for my ceasing to be in Government service, whichever date is earlier, the Government without prejudice to any other right to which it shall be entitled under any law for the time being in force, shall recover the entire balance of the amount from me.

Dated this ……………………………day of………………………………19.

Witness to Signature (Signature of Government servant)

1…………………………

2…………………………

Accepted

Signature

(Designation)

For and on behalf of the President of India
Where advance under is sanctioned to a temporary/quasi-permanent Government servant, he should be asked to furnish a surety of a permanent Central Government servant to equivalent or higher status.

SURETY FORM

Know all men by these presents that I…………………………son of Shri…………………………….resident of …………………….in the district of…………………………..at present employed as a permanent ……………………………..in the ………………………………..(hereinafter called ‘the surety’) am held and firmly bound to the President of India (hereinafter called ‘the Government’) which expression shall include his successors and assignees in the sum of Rs……………………………..(Rupees……………………………………only) with all costs between attorney and client and all charges and expenses that shall or may have incurred by or occasioned to the Government to be paid to the Government for which payment to be well and truly made I hereby bind myself, my heirs, executors, administrators and representatives firmly by these presents. As witness my hand this ……………………………. day of ……………………one thousand nine hundred and ………………

Whereas the Government has agreed to grant to Shri…………………………….son of Shri…………………………..a resident of ……………………….in the District of ………………………………..at present employed as temporary/quasi-permanent in the ………………………………..(hereinafter called ‘the borrower’) at the borrower’s own request an advance of Rs…………………………….. (Rupees……………………………………only) for the ……………………………….. and whereas the borrower has undertaken to repay the said amount in ……………………. equal monthly installments.

And whereas in consideration of Government having agreed to grant the aforesaid advance to the borrower the surety has agreed to execute the above bond with such condition as hereunder is written.

Now the condition of the above written bond is that if the said borrower shall, while employed in the said …………………………………………………. duly and regularly pay or cause to be paid to the Government the amount of the aforesaid advance owing to the Government by installments, then this bond shall be void otherwise the same shall be and remain in full force and virtue.

But so nevertheless that if the borrower shall die or become insolvent or at any time cease to be in service of the Government the whole or so much of the said sum of Rs…………………………….. (Rupees……………………………………only) as shall then remain unpaid shall immediately become due and payable to the Government and be recoverable from the surety in one installment by virtue of this bond.

The obligation undertaken by the surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Government to the said borrower whether with or without the knowledge or consent of the surety.

The Government have agreed to bear the stamp duty, if any, for this document.
Signed & delivered by the said ………… at ………………… this day of ………… 20.

Signature of Surety
Designation
Office to which attached

In the presence of (Signature, Address & Occupation of witness)
1.
2.

Accepted
(Signature)
Designation

For and on behalf of the
President of India