

No. 13026/4/2012-Estt.(L)
Bharat Sarkar/Government of India
Ministry of Personnel, Public Grievances and Pensions
Department of Personnel and Training

New Delhi, the 18 February, 2014

OFFICE MEMORANDUM

Subject: Execution of Bond for availing Study Leave under rule 53(4) of the CCS(Leave) Rules, 1972 - regarding

The undersigned is directed to state that Government servants are allowed to avail "Study Leave" in terms of the provisions of rules 50-63 of the CCS (Leave) Rules, 1972. The provisions of rule 53(4) mandates for execution of a bond by the Government Servant who is granted such leave in the relevant format prescribed for the said purpose i.e. Forms 7-10 of the CCS (Leave) Rules, 1972.

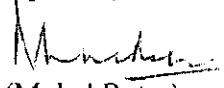
2. The said Bond executed by the Government servant requires putting in specified period of service after expiry of the Study Leave as prescribed by provisions of rule 50(5) of the said rules.

3. It has come to the notice of this Department that the provisions of the aforesaid bond are being circumvented and officers who have availed Study Leave proceed on prolonged spells of leave due and admissible to them and thus do not put in active service for the requisite period as indicated in the bond executed by them.

4. In view of the above position, the provisions of the prescribed format of the Bond have been reviewed in consultation with the Department of Legal Affairs and it has been decided that the prescribed forms 7, 8, 9 and 10 of the CSS (Leave) Rules, 1972 may be revised by incorporating a specific clause confirming commitment of the Government servant to put in requisite active service after expiry of the Study Leave. The copies of the revised formats are enclosed herewith. The grant of Study Leave shall continue to be regulated in terms of the relevant provisions of the rules as indicated in para 1 above. Ministry of Home Affairs, etc are requested to ensure that the necessary Bond in respect of grant of Study Leave under the CCS (Leave) Rules, 1972 may henceforth be obtained in the revised formats.

5. These orders are being issued after consultation with the C&AG of India in respect of persons serving in the Indian Audit & Accounts Department.

6. Formal amendments to CCS (Leave) Rules, 1972 are being issued separately.

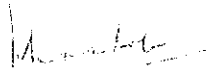

(Mukul Ratra)
Director (L&A) 18.2.14

To

All Ministries/Departments of the Government of India (as per the standard mailing list)

Copy forwarded to:

1. Office of the Comptroller and Auditor General of India/ Controller General of Accounts. Ministry of Finance.
2. Secretaries/ Union Public Service Commission/ Supreme Court of India/ Election Commission/ Lok Sabha Sectt./ Rajya Sabha Sectt./ Cabinet Sectt./ Central Vigilance Commission/ President's Sectt./ Vice President's Sectt./ Prime Minister's Office/ Planning Commission/ Central Information Commission.
3. Additional Secretary (Union Territory) Ministry of Home Affairs.
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6. Secretary National Council (Staff Side), 13-C, Ferozshah Road, New Delhi.
7. All Members of Staff Side of the National Council of Departmental Council.
8. All attached/subordinate offices and desk/ section Officers of MHA including Rehabilitation Wing.
9. All Officers/ Sections of DoPT/DARPG/Deptt. of Pension & Pensioners' Welfare.
10. Department of Official Language (Legislative Department)
11. Railway Board, New Delhi
12. NIC, DoPT for uploading on the website of the Ministry.


18/2/14
(Mukul Ratra)
Director (L&A)

BOND TO BE EXECUTED BY A GOVERNMENT SERVANT IN PERMANENT EMPLOY, WHEN PROCEEDING ON STUDY LEAVE

KNOW ALL MEN BY THESE PRESENTS THAT I, resident of in the District of at present employed as in the Ministry/Office of do hereby bind myself and my heirs, executors and administrators to pay to the President of India (hereinafter called "the Government") on demand the sum of Rs. (Rs. only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country converted at the official rate of exchange between that country and India AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government.

WHEREAS I am granted study leave by Government.

AND WHEREAS for the better protection of the Government I have agreed to execute this Bond with such condition as hereunder is written:

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of my failing to resume duty, or resigning or retiring from service or otherwise quitting service without returning to duty after the expiry or termination of the period of study leave or failing to complete the course of study or at any time within a period of three years/five years after my return to duty, I shall forthwith pay to the Government or as may be directed by the Government, on demand the said sum of Rs. (Rupees, only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans.

NOW FURTHER THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT the period of my bond mandating putting in service for the period as specified above, after expiry of the study leave availed by me, shall be extended by a comparable period, equivalent to the aggregate periods of leave of any kind availed by me, during the currency of the bond period.

AND upon my making such payment, the above written obligations shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts of India.

Signed and dated this day of two thousand and

Signed and delivered by

In the presence of

Witnesses: 1.
2.

ACCEPTED
for and on behalf of the
President of
India

Explanation: The term 'currency of bond' means the period during which the liability of the Government servant is activated and the right of the Government is alive to claim the predetermined and stipulated amounts from the Government servant who fails to discharge his obligation.

BOND TO BE EXECUTED BY A GOVERNMENT SERVANT IN PERMANENT EMPLOY, WHEN GRANTED EXTENSION OF STUDY LEAVE

KNOW ALL MEN BY THESE PRESENTS THAT I resident of in the District of at present employed as in the Ministry /Office of do hereby bind myself and my heirs, executors and administrators to pay to the President of India (hereinafter called "the Government") on demand the sum of Rs. (Rupees.....only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country converted at the official rate of exchange between that country and India AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government.

WHEREAS I, was granted study leave by Government for the period to in consideration of which I executed a Bond, dated for Rs. (Rupees.....only) in favour of the President of India.

AND WHEREAS the extension of study leave has been granted to me at my request until.....

AND WHEREAS for the better protection of the Government I have agreed to execute this Bond with such conditions as hereunder are written.

NOW, THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of my failing to resume duty, or resigning or retiring from service or otherwise quitting service without returning to duty after the expiry or termination of the period of study leave so extended or failing to complete the course of study or at any time within a period of three years/five years after my return to duty, I shall forthwith pay to the Government or as may be directed by the Government, on demand the said sum of Rs. (Rupees.....only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans.

NOW FURTHER THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT the period of my bond mandating putting in service for the period as specified above, after expiry of the study leave availed by me, shall be extended by a comparable period, equivalent to the aggregate periods of leave of any kind availed by me, during the currency of the bond period.

AND upon my making such payments, the above written obligations shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts in India.

Signed and dated this..... day of two thousand and.....

Signed and delivered by.....

In the presence of.....
Witnesses: 1.....
2.....

ACCEPTED
for and on behalf of the
President of India

Explanation: The 'currency of bond' means the period during which the liability of the Government servant is activated and right of the Government is alive to claim the predetermined and stipulated amount, from the Government servant who fails to discharge his obligation.

BOND TO BE EXECUTED BY A GOVERNMENT SERVANT NOT IN PERMANENT EMPLOY, WHEN PROCEEDING ON STUDY LEAVE

KNOW ALL MEN BY THESE PRESENTS THAT WE, residents of in the District of at present employed as in the Ministry/Office of (hereinafter called "the Obligor") and Shri/Shrimati/Kumari son/daughter of and Shri/Shrimati/Kumari son/daughter of of and Shri/Shrimati/Kumari son/daughter of of (hereinafter called "the Sureties") do hereby jointly and severally bind ourselves and our respective heirs, executors and administrators to pay to the President of India (hereinafter called "the Government") on demand the sum of Rs. (Rupees only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country, converted at the official rate of exchange between that country and India AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government..

WHEREAS the Obligor is granted study leave by the Government:

AND WHEREAS for the better protection of the Government, the Obligor has agreed to execute this Bond with such condition as hereunder is written.

AND WHEREAS the said Sureties have agreed to execute this Bond as Sureties on behalf of the above bounden.....

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATIONS IS THAT in the event of the Obligor Shri/Shrimati/ Kumari failing to resume duty, or resigning from service or otherwise quitting service without returning to duty after the expiry or termination of the period of study leave or failing to complete the course of study or at any time within a period of three years/five years after his return to duty, the Obligor and the Sureties shall forthwith pay to the Government or as may be directed by the Government, on demand the said sum of Rs (Rupees only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans.

NOW FURTHER THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT the period of bond, mandating putting in service by the Obligor for the period as specified above, after expiry of the study leave availed by him or her, shall be extended by a comparable period, equivalent to the aggregate periods of leave of any kind availed by him or her during the currency of the bond period.

AND upon the Obligor Shri/Shrimati/Kumari and or Shri/Shrimati/Kumari and, or Shri/Shrimati/ Kumari the Sureties aforesaid making such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force by virtue.

PROVIDED ALWAYS that the liability of the Sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance, act or omission of the Government or any person authorized by them (whether with or without the consent or knowledge of the Sureties) nor shall it be necessary, for the Government to sue the Obligor before suing the Sureties Shri/Shrimati/ Kumari and Shri/Shrimati/ Kumari or any of them for amounts due hereunder.

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall where necessary be accordingly determined by the appropriate Courts in India.

Signed and dated this day of two thousand and

Signed and delivered by the Obligor

Above named Shri/Shrimati/ Kumari

.....
In the presence of
Witnesses:

Signed and dated this day of two thousand and

Signed and delivered by the Obligor
above named Shri/Shrimati/Kumari
.....

In the presence of
Witnesses: 1
2.....

Signed and delivered by the Obligor
above named Shri/Shrimati/Kumari
.....

In the presence of
Witnesses: 1
2.....

Signed and delivered by the Obligor
above named Shri/Shrimati/Kumari
.....

In the presence of
Witnesses: 1
2.....

ACCEPTED
for and on behalf of the
President of India

Explanation: The term 'currency of bond' means the period during which the liability of the Government servant is activated and the right of the Government is alive to claim the predetermined and stipulated amounts from the Government servant who fails to discharge his obligation.

FORM 10
[See Rule 53(4)]

**BOND TO BE EXECUTED BY A GOVERNMENT SERVANT
NOT IN PERMANENT EMPLOY, WHEN
GRANTED EXTENSION OF STUDY LEAVE**

KNOW ALL MEN BY THESE PRESENTS THAT WE, residents of in the District of at present employed as in the Ministry/Office of (hereinafter called "the Obligor") and Shri/Shrimati/Kumari son/daughter of of and Shri/Shrimati/Kumari son/daughter of of (hereinafter called "the Sureties") do hereby jointly and severally bind ourselves and our respective heirs, executors and administrators to pay to the President of India (hereinafter called "the Government") on demand the sum of Rs. (Rupees only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country, converted at the official rate of exchange between that country and India AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government.

WHEREAS the Obligor was granted study leave by the Government from the period from to in consideration of which he executed a Bond, dated for Rs. (Rupees only) in favour of the President of India:

AND WHEREAS the extension of study leave has been granted to the Obligor at his request until

AND WHEREAS for the better protection of the Government the Obligor has agreed to execute this Bond with such condition as hereunder is written:

AND WHEREAS the said Sureties have agreed to execute this Bond as Sureties on behalf of the above bounden

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of the Obligor Shri/Shrimati/Kumari failing to resume duty, or resigning from service or otherwise quitting service without returning to duty after the expiry or termination of the period of study leave so extended or failing to complete the course of study or at any time within a period of three years/five years after his return to duty, the Obligor and the Sureties shall forthwith pay to the Government or as may be directed by the Government, on demand the said sum of Rs. (Rupees only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans.

NOW FURTHER THE CONDITION OF THE ABOVE WRITTEN OBLIGATIONS IS THAT the period of bond, mandating putting in service by the Obligor for the period as specified above, after expiry of the study leave availed by him or her, shall be extended by a comparable period, equivalent to the aggregate periods of leave of any kind availed by him or her, during the currency of the bond period.

AND upon the Obligor Shri/Shrimati/Kumari and, or Shri/Shrimati/Kumari and, or Shri/Shrimati/Kumari the Sureties aforesaid making such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue:

PROVIDED ALWAYS that the liability of the Sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance, act or omission of the Government or any person authorized by them (whether with or without the consent or knowledge of the Sureties) nor shall it be necessary, for the Government to sue the Obligor before suing the Sureties Shri/Shrimati/Kumari and Shri/Shrimati/Kumari or any of them for amounts due hereunder.

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall where necessary be accordingly determined by the appropriate Courts in India.

Signed and delivered by the Obligor

Above named Shri/Shrimati/ Kumari

.....

In the presence of

Witnesses: 1.....

2.....

Signed and delivered by the Obligor

Above named Shri/Shrimati/ Kumari

.....

In the presence of

Witnesses: 1.....

2.....

ACCEPTED
for and on behalf of the
President of India

Explanation: The term 'currency of bond' means the period during which the liability of the Government servant is activated and the right of the Government is alive to claim the predetermined and stipulated amounts from the Government servant who fails to discharge his obligation.