

BOND OF INDEMNITY

THIS DEED OF INDEMNITY MADE THIS.....
DAYOF.....BY Shri/Smt/Km.....residing
at.....

.....(Hereinafter referred to as “trainees which expression shall include his/her heirs executors, administrators and representatives where the contest so admits) and shri.....S/O/D/o.....residing
at.....

(Hereinafter referred to as “Surety” which expressions shall include his heirs, executors, administrators and representative where the contest so admits.) of the NOE PART and the president of INDIA, owner and administrators of the North Central Railway (hereinafter referred to as “the Government”) of the other PARTS WHEREAS the Government has engaged the trainee on the terms and conditions mentioned in the joining report dated.

Executed by and between the trainee and the Government.

AND WHEREAS one of the Terms and conditions to the said engagement of the trainee is that the trainee shall complete the prescribed training and after such completion shall accept service under the Government and serve the Government for a minimum period of five years and if the trainee desert service or resigns from service during the period of training or there after without the written consent of the Government or is discharged there from on misconduct of any offences as enumerated in the deed, the trainee shall repay on demand by the Government, whole cost of training or pay any other amounts, excluding travelling and running allowances drawn by the trainee from the Government under those terms and conditions.

AND WHEREAS the surety has agreed the indemnity and/or to reimburse the Government of that extent.

NOW THESE PRESENTS WITNESS AND it is hereby agreed by and between the parties as follows-

1. That in consideration of the promises and in consideration of the Government agreeing to engage the trainee for the course mentioned in the joining report referred to above, the trainee after completing the training satisfactorily, shall serve the Government for a minimum period of 5 years thereafter in accordance with the said joining report executed between the trainee and the Govt. to the complete satisfaction of the Govt. decision of the govt about which shall be final and conclusive.
2. That the trainee and the surety hereby undertake jointly and separately to indemnify and reimburse the Govt. to that extent as aforesaid.
3. That in the event of the trainee getting an adverse report regarding the progress of his/her training, of studies or conduct or discontinuing his studies or being discharged from the course or on refusal to continue for any reason not beyond the control of the trainee or does not continue in service as aforesaid, the trainee and the surety shall jointly and separately be liable to pay and refund forth with to the Govt on demand and without delay in cash all moneys expended on the trainee or on his account in respect of his/her training course as stated above (and the decision of the Govt. as to the amount so payable shall be final together with interest on the said moneys calculated at the rate then in force for Govt. loans.
4. The liability of the surety hereunder shall not be impaired or discharged by reason of time being granted or any for bivalence Act of mission of the Govt of any person authorized by the Govt. (where here with or without the knowledge or consent of the surety), or shall it be necessary for the Govt. to are the trainees before using the surety for the amount due here under.
5. That if there is any dispute as to the effect or meaning of this presents or otherwise however, except as to matters for which specific provision has been made in these presents the same shall be referred to the sole arbitration of the secretary to the Govt. of India in the Ministry of Railways or

any person appointed by him whose decision shall be final and on the parties. The provisions of the Indian Arbitration Act 1940 as amended from time to time shall apply.

IN WITNESS WHEREAS the parties have leave set their hands on the day and year first above mentioned. Signed by the trainee above mentioned in the presence of name and the Trainee & Address.

.....
Name, address, post and working place of witness
.....
(Signature of Trainee)

1.....
.....
(Signature of witness)

2.....
.....
(Signature of witness)

Signed by the surety above named in the presence of
Name, address, post and working place of witness

.....
Name, address, post and working place of witness
.....
(Signature of Surety)

1.....
.....
(Signature of witness)

2.....
.....
(Signature of witness)

FOR OFFICE USE ONLY

Design.....ON behalf of the president of Indian
Presence of-

Name & designation of witness

1..... 1.....
(Signature of witness)

2..... 2.....
(Signature of witness)