

അനുബന്ധം

(vide G. O (P) No. 55/2020/H&FWD dated 16.09.2020)

This Indemnity Bond is executed on this .....day of .. .... /20.. by (1)Sri./Smt./Dr ....., son/ daughter/ wife of ....., residing at ..... (hereinafter called the 'bounden) and (2) Sri./Smt./Dr. ...., son/daughter/wife of Sri....., residing at ..... (hereinafter called the Surety), in favour of the Governor of Kerala (hereinafter referred to as the "Government");

WHEREAS, the Bounden while working as .....(designation)/ ..... (office)/.....(place of office) went on unauthorized absence with effect from .....which warrants disciplinary action against him/her.

WHEREAS, the Government have as per G.O (Rt) No.....dated.....directed to allow/permitted the incumbent who is on unauthorized absence, to rejoin service on certain conditions;

WHEREAS, one of the conditions is that the Bounden shall serve the Government after rejoining duty for a minimum period of 10 years or until superannuation whichever is earlier and has to furnish an Indemnity Bond of Rs. 10 lakh for Class IV officers /Rs. 15 lakh for Class III officers / Rs. 20 lakh for all Gazetted officers except Medical Officers/ Rs.25 lakh for Medical Officers; with one solvent surety;

NOW THIS INDENTURE WITNESSED AS UNDER:

In compliance with the aforesaid terms and conditions imposed by the Government subject to which the Government have agreed to allow the Bounden to rejoin service, the Bounden hereby undertakes to serve the Government wherever he/she is posted, for a minimum period of 10 years or until superannuation whichever is earlier; Sri./Smt./Dr..... agrees to stand as surety for the performance of obligation of the Bounden under this Bond/Agreement. In case of breach of the terms of this indemnity by the Bounden and failure to indemnify the Government, the surety shall jointly and severally be liable to pay the aforesaid amount of Rs.10/15/20/25 lakhs, as the case may be, to the Government immediately;

The Bounden further agrees and undertakes that in case he/she commits breach of the above condition and abandon service and /or neglects in performance of the duties assigned to him/her leading to removal/dismissal/termination from/of his/her service as per rules/regulations shall pay Rs.10/15/20/25 lakhs (ten/fifteen/ twenty/twenty five lakhs only), as the case may be, with interest thereon @ 18% per annum from the date of breach of the above till the date of payment is made as liquidated damages, the bounden and surety agree that assessment of liquidated damages as assessed at Rs.10/15/20/25lakhs (Ten/ Fifteen/ Twenty/Twenty five lakhs only), as the case may be, is just and reasonable which they both agree to pay jointly and severally to the Government;



The Bounden further agrees that in case of failure from the part of the Bounden & Surety to pay the above said amount, the Government may recover the amount through revenue recovery proceedings /Civil judicial proceedings against the Bounden and the Surety.

In witness whereof, the Bounden and the Surety have put their signature in the presence of the witnesses on this day of ..... 20.... at .....

Signature of Bounden;

Signature of Surety;

Witness:-

1.Signature  
Name & Address

2.Signature  
Name & Address

Counter signed (by HOD) with place and date: