

NC 54(b)

ANNEXURE-4
[See Para 44(2)]
DEPARTMENT OF POSTS
BOND OF INDEMNITY

[To be executed by the holder of a certificate..... with a Bank's
Guarantee at the time of the issue of a duplicate certificate(s) in lieu of lost,
misplaced, spoiled or mutilated certificates]

KNOW all men by these presents that I/We (A) (holder/holders) of the
..... certificate(s) am/are held and firmly bound unto the President of India
(hereinafter called the President) in the sum of Rs..... together will all costs,
charges and damages as hereinafter mentioned to be paid to the President, his
certain attorneys, successors or assigns for which payment well and truly to be made
I/We bind myself/ourselves, my/our heirs, executors and administrators and
representatives, jointly* (and every three of us bind ourselves, our heirs, executors,
administrators and representatives jointly and every two of us bind ourselves, our
heirs, executors, administrators, and administrators and each of us binds himself, his
heirs, executors, administrators and representatives severally firmly by these
presents sealed with my/our seal dated this..... day..... Ofin the year Two
thousand

* To be altered as required.

WHEREAS onday of.....the said (A) Purchased from
..... Post Office, a Certificate(s) numbered
..... Of the denomination(s) of Rs(respectively) and
obtained/did not obtain identity slip (s) in respect of the above mentioned
certificates.

AND whereas the said (A)..... has/have represented to the
Postmaster Head Post Office that the aforesaid certificate(s) and the
identity slip(s) has/have been lost or misplaced or spoilt or mutilated while in the
custody of the said (A).....

AND whereas the said (A) Has/have further represented to the
Postmaster Head Post Office that the aforesaid certificate (s) and the
identity slip (s) have not been transferred, sold, pledged or deposited or otherwise
parted with by way of security or otherwise ; and

WHEREAS the said (A) Declares that he/ they is/are solely entitled
to receive the money due on the above certificates and has/have applied for the
issue of a duplicate certificate(s) in respect of the aforesaid certificate(s) ; and

WHEREAS Postmaster Head Post Office has on behalf of the
President acceded to the said application on condition of the said (A)
..... executing such bond as above – written and furnishing a Bank's
Guarantee as endorsed on this Bond and whereas the said (A)..... has
agreed to execute the said bond with such condition as is hereunder written.

NOW the condition of the above-written bond is such that if the said (A)
..... His/their heirs, executors, administrators and representatives do and
shall when required so to do pay to the President, his successors or assigns the sum
of Rs Together with all costs as between attorney and client and all
charges, losses damages, and expenses that shall or may have been incurred by or

occasioned to the President, his successors or assigns or any of the servants of the Government by reasons of or consequent upon a duplicate certificate(s) in respect of the aforesaid certificates being issued, and further if the said (A)his/ their heirs, executors, administrators and representatives, shall and do from time to time and at all times hereafter well and sufficiently save, defend, keep harmless and indemnified the President, his successors and assigns and officers and servants of the Government and each and every of them from against all and all manner of action and actions, suit and suits and other legal proceedings, cost, charges, damages and expenses whatsoever which shall or may at any time or times hereafter be brought, commenced or sued by any person or body corporate whomsoever or whatsoever against or happen or be occasioned to the President, his successors or assigns or any of the officers or servants of the Government for or on account of in respect of or by reason of a duplicate certificate(s) in respect of the aforesaid certificate(s) being issued THEN the above written bond shall be void and of no effect otherwise the same shall be and remain in full force and virtue PROVIDED ALWAYS and it is hereby expressly declared and agreed by the said (A)..... with and to the President, his successors and assigns that in defence and prosecution of any action, suit or other legal proceedings referred to in the foregoing clause for indemnity or maintained in virtue thereof the President, his successors or assigns shall not be responsible or accountable to the said (A)..... his/ or either of them, their or either of their heirs, executo4rs, administrators and representatives for any act, omission or mistake in the defence or prosecution of such action, suit or other legal proceedings and that in the defence or prosecution of such action, suit or other legal proceedings the President, his successors or assigns and his and their officers and servants shall be required to do such acts and take such steps only, as shall in that behalf be approved and advised by the Law Officers of the Government of India.

Signed, sealed and delivered by the above-named
(A) in the presence of
(Two witnesses to sign here)

1. _____
2. _____

Seal

BANK'S GUARANTEE

In consideration of the President issuing a duplicate certificate in respect of the aforesaid certificate to the said (A)..... as stated in the above Bond we..... (name of the Bank) hereby guarantee to the President, his successors or assigns the payment of the sum of Rs..... together with all costs as between attorney and client and all charges, losses and damages and expenses that shall or may have been incurred by or occasioned to the President, his successors or assigns or any of the servants of Government by reasons of or consequent upon a duplicate certificate in respect of the aforesaid certificates being issued as referred to in the above Bond.

Provided that the liability of the bank hereunder shall not be impaired or discharged by reason of time being granted or any forbearance, act or omission of the President or any person authorized by him (whether with or without the consent or knowledge of the Bank) or any other matter or thing whatsoever under the law relating to sureties shall, but for this provision, have the effect of so releasing the

Bank from its such liability nor shall it be necessary for the President to sue Shri..... before suing the bank for amounts due hereunder.

Dated this Day of 20
(To be executed by the Bank in the manner provided by its Articles of Association)

ACCEPTED

Station.....
Date

Signature.....
*Designation.....

For & on behalf of the President of India

* Under clause (i) of item 4 of Part XXIII of the Government of India in the Ministry of Law Notification No.GSR 585 dated 1.2.1966, Postmaster (Gazetted)/Senior Supdt.of Post Offices/Supdt.of Post Offices is competent to sign this bond for and on behalf of the President of India.