

SB 25

Settlement of Deceased Claim Cases

DEPARTMENT OF POSTS

BOND OF INDEMNITY

(To be executed by heirs of deceased Savings Bank Depositors and deceased Holders of Post Office Savings Certificates)

Know all men by these presents that we (a) * * (a)
 Principal and (b) * * (b)
 Surety and (c) ** ** (c) Surety are held and
 firmly bound upto the President of India in the sum of

..... Rupees of lawful money of the Indian Union to be paid to the said President of India, his certain attorneys, successors or assigns for which payment well and truly to be made we bind ourselves our heirs, executors, administrators and representatives jointly and every two of us bind ourselves, our heirs, executors, administrators and representatives jointly and each of us bind himself, his heirs, executors, administrators and representatives severally firmly by these presents sealed with our respective seals dated this Day of
 in the Christian Year Two thousand and

Whereas the above bound in (a) hath
 caused to be represented to the said President of India that he is * to
 of
 deceased who died on the Day of 20....., leaving an
 amount of Rs..... in Post Office
 Savings Bank Account No..... Post Office Savings Certificate(s) Nos.(s)
 at Post Office and whereas the said (a)
 has applied to the Postmaster General/Director of
 Postal Services for the payment to him as such
 as aforesaid of the amount so standing to the credit of the said
 Deceased in Post Office Savings Bank
 Account No..... standing at Post Office Savings Certificate(s) Nos.(s)
 Post Office as aforesaid the President of India has on the
 aforesaid representation of the said (a) acceded to the said
 application on condition of the said (a) and two
 sufficient sureties executing such bond as above written and the said (b) and (c)
 have accordingly as such
 sureties agreed to execute the said bond with such condition as hereunder written. Now the condition of the
 above written bond is such that if the above bounded (a)
 his heirs, executors, administrators and representatives do and shall when required so to do repay to the said
 President of India, his successors or assigns the amount so paid to the said (a)
 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 said
 President of India, his successors or assigns or any of the servants of the Government by reason of or
 consequent upon the payment to the said (a) of the amount so standing
 to the credit of the said deceased in the above mentioned Savings Bank

Account/Post Office Savings Certificate(s) and further if the said (a)
..... and (b)
..... and (c) 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 said President of India, his successors and assigns and the officers and servants of the Government and each and every of them or from and against all and all manner of action or actions, suit and suits and other legal proceedings, costs, 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 said President of India his successors or assigns or any of the officers or servants of the Government for or on account or in respect of or by reason of the amount so standing to the credit of the said
..... deceased in the above mentioned Savings Bank Account/Post Office Savings Certificate(s) been paid to the said (a) 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)
..... and (b) (c)
..... with and to the said President of India, his successors and assigns that in the 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 of India, his successors or assigns shall not be responsible or accountable to the said (a)
..... and (b)
..... and (c) or any or either of them, their or any or either of their heirs, executors, administrators and representatives for any act, omission or mistake in the defence or prosecution of such action, or other legal proceedings and that in the defence or prosecution of such action, suit or other legal proceedings the said President of India, 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.

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

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

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

ACCEPTED

Station :

Signature

Date :

* Designation

For and on behalf of the President of India

* The Postmaster (Gazetted)/Senior Supdt of Post Offices/Supdt of Post Offices is competent to sign this Bond for an on behalf of the President of India

(DG P&T Lr No.35-30/84-SB dated 24/07/1984)

Note 1 : Indemnity Bond will be for the total amount payable on the date of discharge or on the date of maturity or at the end of extended period of maturity permissible under rules as the case may be. The checks prescribed in Note (1) below Rule 43 (2) shall apply mutates mutandis.

(DG P&T Lr No.93-5/81-SB dated 04/03/1983)

Note 2 : The surety should be adequately solvent. The Postmaster may require production of solvency certificate where he is not personally satisfied. Solvency of a surety if he is an employee of the Central or State Government or of a local body, Government aided educational institution, the Reserve Bank of India, a public sector undertaking or any other body controlled by the Government, to the extent of his salary for 12 months excluding allowances, as certified by the employer, is acceptable. In other cases, the solvency certificate should be from the revenue authority having jurisdiction over the estate of the surety.

(DG P&T Lr No.93-5/81-SB dated 09/11/1982)