

BOND OF INDEMNITY

THIS DEED OF INDEMNITY MADE THIS DAY OF
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.....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 resign from service during the period of training or thereafter
without the written consent of the Government or is discharged there from on misconduct or
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 traveling 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 Government to the complete satisfaction of the
Government, decision of the Government about which shall be final and conclusive.
2. That the trainee and the surety hereby undertake jointly and separately to indemnify and
reimburse the Government 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 refused 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 Government demand and without delay in cash all monies expended on the trainee or on his account in respect of his/her training course as stated above (and the decision of the Government as to the amount so payable shall be final together with interest on the said monies calculated at the rate then enforce for Government loans.

4. The liability of the surety hereunder shall not be impaired or discharged by reason of time being granted or any for bearence Act of omission of the Government any person authorized by the Government (Where there with or without the knowledge or consent of the surety), or shall it be necessary for the Government to sure the trainees before suing 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 Government 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 India Arbitration Act 1940 as amended from time to time shall apply.

IN WITNESS WHEREAS the parties live 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 of witness

(Signature of Trainee)

1.

2.

Signed by the surety above named in the presence of
Name & address of Surety.

Name & address of witness

(Signature of Surety)

1.

2.

FOR OFFICE USE ONLY

Signed by Name

Designation:

On Behalf of President of India

Name and designation of witness

1.

(Signature of witness)

2.

(Signature of witness)