

ANNEXURE-4
[See Para 56(11)]
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) Principle
.....and (b).....*(b) surety and (C)**
**(C) surety and held and firmly bound unto 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

Where as the above bounden (a).....hath caused to be
represented to the said President of India that he is*
to.....ofdeceased
who died on the day of20 , leaving an
amount of Post office Savings Bank Account No..... Rs
..... in Post Office Savings
Certificate (s) No.(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 standing
to the credit of the said..... deceased in Post Office Savings
Bank Account No..... standing at Post Office Savings
Certificate(s) No(s)..... Post office as aforesaid the
President of India has on the aforesaid representation of the
(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 bounden (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) have 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)..... and (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) Seal
 above named (a) in the presence of
 (two witnesses to sign here)

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

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

ACCEPTED

Station _____
 Date _____

Signature _____
 *Designation _____
 For & on behalf of the President of India

*The Postmaster (Gazetted)Sr.Suptd.of Post Offices/Supdt of Post offices is competent to sign this Bond for and on behalf of the President of India.

[DG.Posts letter No.35-30/84-SB dated 24.7.1984]

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 the 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.Posts letter No.93-5/81-SB dated 4.3.1984]

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 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.Posts letter No.93-5/81-SB dated 9.11.1982]