

NC-54(a)

## DEPARTMENT OF POSTS INDIA

**BOND OF INDEMNITY**

(To be executed by the holder of a .....  
With one Surety at the time of issue of the duplicate certificate(s) in lieu of lost, misplaced, spoilt or mutilated certificates).

Know all men by these presents that I/We (A) .....  
(holder/holders of the ..... and (B) .....  
(Surety) are held and firmly bound unto the President of India (herein after called the President) in the sum of Rs..... together with 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 we bind ourselves, our heirs, executors and administrators and representatives jointly (and every three of us bind ourselves, our heirs, executors and administrators and representatives jointly and every two of us bind ourselves, our heirs, executors, administrators and representatives severally firmly by these presents Sealed with our representative seals dated this ..... day of .....  
in the year ..... And .....

Whereas on ..... day of ..... the said (A) ..... purchased from ..... Post Office a ..... numbered ..... of the denomination (a) of Rs..... (respectively) and obtained/did not obtain identity slip(s) in respect of the above mentioned certificate(s).

And whereas the said [a] ..... has/have represented to the Postmaster ..... Head Post Office that the aforesaid certificates and the identity slip(s) 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 aforesaid certificate(s) and the identity slip 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.

Whereas the Postmaster ..... Head Post Office has on behalf of the President acceded to the said application on condition of the said (A) ..... and one sufficient surety executing such bond as above written and the said (B) ..... has accordingly as such surety 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 are 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) ..... and (B) ..... their heirs, executors, administrators representatives, shall and do from time to time 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 and against all and all manner of action and action suits and suits and other legal proceedings, costs, charges, damages and expenses whatsoever which shall or may at anytime or times hereafter be brought, commenced or sued by and person or body corporate or 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 is hereby expressly declared and agreed by the said (A) ..... and (B) ..... 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) (A) ..... and (b) ..... or any or either of them, their heirs, executors, 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 successor 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.

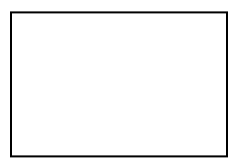
PROVIDED FURTHER that the liability of the surety hereunder shall not be impaired or discharged by reason of time being granted or any forbearance act or omission of the President or any person authorized by him (whether with or without the consent or knowledge of the surety) nor shall it be necessary for the President to sue Sri ..... before suing the surety for amounts due hereunder.

Signed, sealed and delivered by the  
above named (A) .....

In the presence of (Two witnesses to sign here)

1 .....

2 .....



Seal

Signed, sealed and delivered by the  
above named (B) .....

In the presence of (Two witnesses to sign here)

1 .....

2 .....



Seal

**ACCEPTED**

Station .....

Signature.....

Date .....

\*Designation .....

For and 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 565 dated 01/02/1966 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.