

BOND BY A CANDIDATE WHO IS A TEMPORARY GOVERNMENT SERVANT
PROCEEDING ON STUDY LEAVE/ HIGHER STUDY ON LEAVE DUE AND ADMISSIBLE
INSIDE OR OUT SIDE STATE WITH IN COUNTRY

KNOW ALL MEN BY THESE PRESENTS THAT WE
resident of..... in the district..... at present employed as
..... in the office / department of
..... (here in after called the Principal Obligor) son/ daughter/ wife
of..... aged about..... years and Shri/
Smt..... aged about years son/ daughter/ wife of..... Resident
of..... in the district of..... at present employed
as..... in the Office / Department ofand
Shri/ Smt..... son/Daughter/ wife of.....
aged aboutyears resident of in the district
of..... at present employed as in
the Office / Department of..... (hereinafter called “the surety”) do here by
jointly and severally bind ourselves and our respective heirs, executors and administrators and legal
representative to pay the Governor of Odisha, his successors and assigns (hereinafter called “the
Government”) on demand the amount of pay, allowances, leave salary, cost of fees, travelling and
other expenses, as the case may be which amount for the purpose of these presents shall be taken to
be the sum of Rs. (Rupees) only that the Government will incur on account of
the Principal Obligor having been placed on study leave / higher study on leave due as admissible,
under Rules 179 and 180 of the Orissa Service Code, read with F.D.O.M. No. 38447/F date 29th July
1980 or under any other rules for the time being in force as amended from time to time together with
interest thereon, from the date of demand at Government rates for the time being in force on
Government loans or if payment is made in a country other than India the equivalent of the same
amount in the currency of that country covered at the official rate of exchange between that country
and India.

WHEREAS the Above Principal Obligor is placed on study leave/ higher study leave due
as admissible by the Government;

AND WHEREAS for better protection of the Government the Principal Obligor has
agreed to execute this bond with such condition as hereunder written;

AND WHEREAS the said surety has agreed to execute this bond as surety on behalf of
the above bounder by the Principal Obligor Shri/Smt.....

NOW THE CONDITION OF THE ABOVE WRITTEN BOND is that in the event of the
Principal Obligor Sri/Smt..... Failing to resume duty or resigning from service
without returning to duty after expiry or termination of the period of study leave / higher study on
leave due and admissible or at a time with in a period of five years after his return to duty or in the
event his taking up the question of extension / variation of his higher study with the authorities
responsible for higher study without obtaining previous sanction in writing from the Government, the
principal obligor and the surety shall forth with refund to the Government as may be directed by the
Government on demand all moneys paid to the principal obligor or expended/to be expended on
account of the pay and allowances, leave salary, cost of fees, travelling and other expenses, as the
case may be, which amount for the purposes of these presents shall taken to be the sum of Rs.
..... (Rupees) on account of the principal obligor
having been placed on study leave/higher study on leave granted as aforesaid together with interest

thereon from the date of demand at Government rules for the time being in force on Government loans.

AND UPON the Principal Obligor Sri/Smt.....

And/or Sri/Smt..... and / or Sri Smt.the surety (ies) as aforesaid making such refund, the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue and it is agreed and declared by the Principal Obligor and the surety (ies) that in the event of default without prejudice to other remedies that the Government may adopt, the Government shall be entitled to recover the aforesaid amount from the Principal Obligor and the Sureties jointly and severally as a public demand under the Odisha Public Demand Recovery Act, 1962.

Save and except permanent disability, under no circumstances, the Principal Obligor can forgo his promotion and posting to any higher rank or special status with a view to avoid his place of posting. In the event of any breach in the above condition, the employee shall be liable for disciplinary Proceedings. He shall also be liable to refund the money spent by the State for his in-service higher study.

PROVIDED that the liability of the surety hereunder shall not be impaired or discharged by reason of time being granted by the Government or by any forbearance, act or omission on the part of the Government or any person authorized by it (wherever with or without the consent or knowledge of the surety) nor shall it be necessary for the Government to sue the said Principal Obligor before suing the above bounden surety Shri/Smt and Shri/Smt on any of them for the amount due hereunder;

In WITNESSES to the written bond and to all term and conditions hereinbefore contained we have signed hereunder this..... Day of..... 20...

Signed and delivered by the Principal Obligor

Surety: 1. Signature
Name & Address

Surety: 2. Signature
Name & Address

Signed and delivered by the surety above named

In presence of witnesses

Witness: 1. Signature
Name & Address

Witness: 2. Signature
Name & Address

ACCEPTED
For and on behalf of the GOVERNOR OF ODISHA
Dean & Principal,
..... Medical College,

BOND BY A CANDIDATE WHO IS A PERMANENT GOVERNMENT SERVANT
PROCEEDING ON STUDY LEAVE/ HIGHER STUDY ON LEAVE DUE AND ADMISSIBLE
INSIDE OR OUT SIDE STATE WITH IN COUNTRY

KNOW ALLMEN BY THESE PRESENTS THAT I.....resident of..... in the district of..... at present employed as:.....in the Office/Department of.....(hereinafter called "the obligor") do hereby bind myself and my heirs, executors, administrators and legal representatives to pay to the Government of Orissa, his successors or assigns (hereinafter called "the Government") on demand the amount expended or to be expended in respect of pay and allowances, leave salary, cost of fees, travelling and other expenses, as the case may be, which amount for the purpose of these presents shall be taken to be the sum of Rs..... (Rupees.....) on account of my having been placed on study leave/higher study on leave due and admissible under Rules 179 and 180 of the Orissa Service Code read with F.D. O.M. No. 38447/F, dated the 29th July 1980 or any other rules for the time being in force, as amended from time to time, together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or if payment is made in a country other than India, the equivalent of the said amount in the currency of that country converted at the official rate of exchange between that country and India.

WHEREAS the above bounden Shri/Smtis placed on study leave/higher study on leave due as admissible by Government.

AND WHEREAS for better protection of the Government I have agreed to execute this bond with such condition as hereunder written.

NOW THE CONDITION OFTHE ABOVE WRITTEN OBLIGATION is that in the event of the above bounden Shri/Smt..... failing to resume duty by resigning or retiring from service or without returning to duty after the expiry or termination of the period of study leave/higher study on leave due and admissible or at any time within a period of five years after his return to duty or in the event of his taking up the question of extension/variation of his higher study with the authorities responsible for his higher study without obtaining previous sanction in writing from the Government he shall forthwith refund to the Government as may be directed by the Government on demand all moneys paid to him or expended/to be expended on his account in respect of the pay and allowance, leave salary, cost of fees travelling and other expenses, as the case may be, which amount for the purpose of these presents shall be taken to be the sum of Rs..... (in words)..... on account of his having been placed on study leave, higher study on leave as aforesaid together with interest thereon from the date or demand at Government rates for the time being in force on Government loans.

AND UPON the above bounden Shri/Smt.....making such refund the above written obligation shall be void and of no effect otherwise it shall be and remain in full force and virtue and it is agreed and declared by the obligor that in the event of default, without prejudice to other remedies that the Government may adopt, the Government shall be entitled to recover the aforesaid amounts as a public demand under the Orissa Public Demands Recovery, Act, 1962.

Save and except permanent disability, under no circumstances, the Principal Obligor can forgo his promotion and posting to any higher rank or special status with a view to avoid his place of posting. In the event of any breach in the above condition, the employee shall be liable for disciplinary Proceedings. He shall also be liable to refund the money spent by the State for his in-

service higher study.

The obligor shall not on his own initiative on arrival or during his stay in the country of his higher study take up the question of extension/variation of his higher study with the authorities responsible for nil higher study :

PROVIDED that he shall have the right to approach his sanctioning authority for extension/variation of his higher study who after necessary consultation with the authorities concerned will decide and the decision taken shall be final, conclusive and binding on the obligor.

In WITNESSES to the written bond and to all term and conditions hereinbefore contained we have signed hereunder this..... Day of..... 20...

Signed and delivered by the Principal Obligor

Surety: 1. Signature
Name & Address

Surety: 2. Signature
Name & Address

Signed and delivered by the surety above named

In presence of witnesses

Witness: 1. Signature
Name & Address

Witness: 2. Signature
Name & Address

ACCEPTED
For and on behalf of the GOVERNOR OF ODISHA

Dean & Principal,
..... Medical College,