APPENDIX 17- A (See Note 5 of Rule 269)

**Form of cash Security Bond to be taken from Government servants handling cash/ store. FORM OF CASH SECURITY BOND**

KNOW ALL MEN BY these presents that I, A. B…………………..…… of …………………………………………………………………………………………… am held and firmly bound unto the Governor of Orissa (hereinafter referred to as “Government”) in the sum of Rs. (rupees ) to be paid to the government for which payment well and truly to be made, I bind myself, my heirs, executors., administrators and ; legal representatives by these presents. Signed and dated this day of one thousand nine hundred.

WHERE THE above bounden A. B. was on the day of xxxxxxxxxxxxxx appointed to and now holds the office of in the Office of ……………………………..

AND WHEREAS the said A. B. by virtue of holding such office is bound to collect (here describe the nature of the Cashier’s/ Storekeeper’s duties) and to keep and render true and faithful accounts of his dealings with all property and money which may come into his hands or possession or under his control, such accounts to be kept in the form and manner that may, from time to time be prescribed by duly constituted authority, and also to appear and submit such returns, accounts and other documents as may from time to time be required of him.

AND WHEREAS the said A. B. has, in pursuance of rule 269 of the Orissa General Financial Rules, Vol-I delivered to an deposited with the above mentioned sum of Rs…………… (rupees ) in cash as security for the due and faithful performance by the said A. B. of the duties of his said office and of any other office requiring security to which he may be appointed at any time and of other duties which may be required of him while holding any such office as aforesaid and for the purpose of securing and indemnifying the Government against all loss, injury, damage, costs or expenses which the Government may, in any way, suffer, sustain or pay, by reason of the misconduct, neglect, oversight or any other act of omission of the said A.B. or of any person/ persons acting under him or for whom he may be responsible.

AND WHEREAS the said A. B. has entered into the above bond in the sum of conditioned for the due performance by him the of the duties of the said office and of other duties appertaining thereto or which may lawfully be required of him and to indemnify the Government against loss from or by reason of the acts of defaults of the said A. B. and of all and every other person and persons aforesaid.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND IS such that if the said A. B. has whilst he has held the said office of as aforesaid always duly performed and fulfilled the duties of his said office and if he shall, whilst he shall hold the said office or and other office requiring security to which he may be appointed or in which he may act, always duly perform and fulfil all and every the duties thereof respectively and other duties which may from time to time be required of him while holding any such office as aforesaid, and shall duly pay in the Government Treasury all such moneys and securities for moneys as are payable or deliverable to Government and shall come into his possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A.B. his heirs, executors, administrators or legal representatives, shall pay or cause to be paid to the Government the amount of any loss or defalcation in the accounts of the said ---------------- within 24 hours after the amount of such loss or defalcation shall have been demanded from the said A.B. by the -------------------- such demand to be in writing and left at the office or last known place of residence of the said A.B. and shall also at all times indemnify and save and keep harmless the Government from all and every loss, injury, damage, actions, suits, proceedings, costs, charges of expenses which has been or shall or may at any time or times hereafter during the service or employment of the said A.B. in such office as aforesaid or any such offices aforesaid be sustained, incurred, suffered, brought, use or commenced or paid by the Government by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A.B. or of any person or persons acting under him or for whom he may be responsible, then this obligation shall be void and of no effect otherwise the same shall be and remain in full force, provided always and it is hereby declared and agreed that the said sum of Rs.--------------- (Rupees ----------------------------------) so delivered and deposited as aforesaid shall be and remain with the for the time being, as such security as aforesaid with full power to the -------------------------------- for the time being as occasion shall require to apply the said sum of rupees ---------------------- or any part thereof, in and towards the indemnity of the Government or otherwise as aforesaid.

AND IT IS HEREBY FURTHER AGREED that in the event of the death of the said A.B. on the final termination of the service of the said A.B. Whether as ------------- aforesaid, or otherwise or in the event of the said A.B. ceasing to hold any office requiring security the said sum of Rs.----------------- (Rupees -----------------------------------------------------) shall be retained by Government for ----------------- months after the said A.B. has either died while holding the said office or has quitted the said office or has ceased to hold any office requiring security and the said have been applied or appropriated as aforesaid shall on the expiration of the said period of -------------- months, be returned to the said A.B. of his heirs and legal representatives as the case may be without interest and this bond shall remain with the ---------- for --------------------- for recovering any loss, injury, damage, costs or expenses that may have been sustained, incurred or paid by the Government owing to any act, neglect or default of the said A.B. or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service, or ceasing to held any office for which the security was required PROVIDED ALWAYS that the return at any time of the said security shall not be deemed to affect or prejudice the right of the Government to take proceedings upon or under this bond against the said A.B. or against his heirs, executors, administrators or legal representatives or his estate as the case may be after his death, in case any breach of conditions of this bond shall be discovered after the return of the said security to A.B. and the Government shall be fully indemnified against all such loss or damage as aforesaid at any time.

PROVIDED FURTHER that nothing herein contained nor the security hereby given shall be deemed to limit the liability of the said A.B. in respect of matters aforesaid to the forfeiture of the said sum of Rs.--------------- (Rupees ------------------------------) or any part or parts thereof and that should the said sum be insufficient to indemnify the Government in full for any loss or damage sustained by them in respect of matters aforesaid or any of them the said A.B. shall pay to the Government on demand such further sum as shall be deemed by the ----------------------- to be necessary, in addition to the said sum of Rs.------------------- (Rupees -------------------------------------) to cover loss or damage as aforesaid and that the Government shall be entitled to recover such further sum payable as aforesaid in any manner open to them.

1. Signed by the above bounden

2. Signed for and on behalf of the Governor of Orissa by -------------------------- ----------- the ----------------------------------------------------- being the person directed or authorized by him in that behalf

in the presence of Witness-

(1)

(2)

(F.D.O.M. No. Tr. A. 72/62-25225-F.; dated the 15th June 1962)