

**BOND**

KNOW ALL MEN BY THESE PRESENTS THAT WE, .....  
Son of ....., residing at .....  
..... and employed as .....  
.....  
..... (hereinafter called "the Bounden") and .....

..... Son of ..... residing  
at ..... and employed as .....

..... AND .....

Son of ..... residing at .....

..... and employed as .....

....., ..... (hereinafter  
called "the Sureties") do hereby bind ourselves and each of us, and each of our  
heirs, executors and administrators jointly and severally to pay to the Governor of  
Kerala (here in after called "the Government") on demand the liquidated damages  
as determined by Government as per G.O (MS) No. 55/77/H.Edn dated. 12.4.77  
and G.O (Rt) No. 1455/2013/H.Edn dated.11.07.2013 and as hereinafter provided  
in the relevant clauses together with interest thereon at the rate of 12.5% per  
annum calculated from the date of joining after availing deputation, 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 and all costs between attorney and client and all charges and  
expenses that shall or may have been incurred by the Government.

Signed and dated this,

By the Bounden

In the presence of witness

1

2

By the Sureties (1)

(2)

In the presence of witness:

1.

2.

WHEREAS the Bounden ..... has been selected for deputation by Government for higher studies for ..... (here enter the name of course of study) at the ....., ..... (here enter the name and address of Institution) for a period of ..... Years with effect from ..... (here enter the duration of deputation sanctioned by Government).

WHEREAS the Government have in their Order No. G.O. No. dated ..... and as per Order No..... dated. .... of the Director of Technical Education has agreed to pay the bounden duringt he period of the said course an allowance equal to his pay and allowances which he would have drawn but for his undergoing the said course which the Government or Government of India or any other agency might give during the period of the said course and to treat then period of higher studies and the period of travel to and fro as duty and as service, qualifying for increment, leave and pension if it will otherwise count.

AND WHEREAS the Government have agreed to meet the said expenses on condition that after successful completion of the higher studies within the prescribed period allowed by the Government the bounden shall serve the Government in the Department of Technical Education for thrice the period of deputation/leave for study purpose sanctioned by Government as per G.O (Rt) No.

Dated ..... and as per Order No. .... dated ..... of the Director of Technical Education and also subject to the terms and conditions hereinafter appearing and the bounden and sureties have agreed to the same;

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT:-

In the event of the Bounden

- a) not conforming to the instructions regarding higher studies conveyed to him by the authorities concerned, or
- b) not conforming to the rules and discipline of the institute of higher studies or
- c) applying for any post or sitting any all India or State Government competitive Examination during the course of higher studies, or
- d) failing to intimate to the Government the amount and other particulars in respect of any honorarium or other monies earned by him during the period of his higher studies as above, or.
- e) refusing to hand over and surrender to the Government the whole or part of such honorarium or other monies received by him as aforesaid, as and when required or do so by the Government, or
- f) getting adverse report regarding the progress of his studies or regarding his conduct in and outside the place of higher studies, or
- g) failing to complete the higher studies successfully as aforesaid, or discontinuing the higher studies without the explicit prior permission of Government, or
- h) on completion of higher studies, failing to serve the Government for twice the period of deputation sanctioned by Government as per G.O. No. dated \_\_\_\_\_ and as per order No. \_\_\_\_\_ dated \_\_\_\_\_ of the Director of Technical Education continuously from the date of rejoining after QIP. i.e, if the deputation is for a period of 2 years, the bond period will be 4 years and if the deputation is for a period of 3 years, the bond period will be 6 years. But the bond period of the members of faculty who retire, will be completed on the date of their retirement, and such other terms and conditions as may be prescribed by the Government, or
- i) failing to conform to the discipline of the Department or Organization of the Government or any Institute, organization or body selected by the Government where he is posted or
- j) failing to refund to the Government any over-payment made to him during the course of higher studies as aforesaid, or
- k) not conforming or observing the other rules and conditions subject to which he/she has been deputed for higher studies as per G.O (Rt) No..... H.Edn dated ..... (here enter the number and

the date of the government order by which the deputation for higher studies has been sanctioned), and as per order No. dated..... of the Director of Technical Education the bounden and the sureties shall forthwith pay to the Government twice the amount of salary, stipend, DA, deputation allowance, tuition fees, scholarships, traveling expenses, study tour expenses etc he/she has drawn during the period of deputation along with 12.5% interest per annum as on the date of joining after availing deputation/leave for study purpose and the matter of deciding what monies are to be paid by the bounden and the sureties to the Government, the decision of the Government shall be final and legally binding on the bounden and the sureties and upon the payment of such sum the above written obligation shall be void and of no effect, otherwise this shall be and remain in full force and effect.

- I) The faculty who return after QIP deputation should register as a guide within two years from the date of award of Ph. D, failing which he/she should pay an amount of Rs.3 lakhs along with 12.5% interest/annum for every year up to the date on which he will register as a guide.

PROVIDED however the Government may allow the bounden to apply for or avail of any foreign scholarship or any other scholarship in India before expiry of ..... years (here enter the period of bonded obligation) of service as a teacher in terms of this bond. Such permission by the Government will not however release the bounden from his obligations under this bond and the terms and conditions of this bond shall remain valid and binding notwithstanding such permission of the execution of a fresh bond by the bounden in respect of any foreign scholarship or any other scholarship in India until he completes service for the balance of the terms of ..... years (here enter the period of bonded obligation)

The bounded and the sureties do hereby further agree that all sums found due to the Government under or by virtue of this bond shall be recovered jointly and severally from them and their properties both movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as if such sums are arrears of land revenue or in such other manner as the Government may deem fit.

The liability of the sureties under this bond is co-extensive with that the bounden and shall not be affected by the Government giving time or any other

indulgence to the bounden or by the Government varying any of the terms and conditions herein contained.

The stamp duty of this bond shall be borne and paid by the bounden.

Signed and delivered by the bounden

Signature of bounden

In the presence of witnesses:

1.

2.

Signed and delivered by the sureties

(1)

(2)

In the presence of witnesses:

1.

2

**Note**

In case the sureties are not Gazetted Government Servants, the Director of Technical Education will satisfy himself about the solvency of the proposed sureties, obtaining necessary certificates from the Tahasildar.

**SUPPLEMENTARY BOND**

KNOW ALL MEN BY THESE PRESENTS THAT WE, .....

.....

Son/daughter/wife of Sri/Smt. ....

residing at .....

and employed as .....

(here in after called "the Bounden" and Sri/Smt. ....

.....son/daughter/wife of Sri/Smt. ....

.....

residing at ..... and

employed as .....

..... and Sri/Smt .....

Son/daughter/wife of Sri/Smt. .... residing at

..... and employed as .....

..... (here in after called "Sureties") do hereby bind

ourselves, and each of us and each of our heirs, executors and administrators

jointly and severally to pay to the Governor of Kerala (here in after called "the

Government" on demand the sum of Rs. .... (Rupees. ....

..... Only) as liquidated damages (G.O

(Ms). No. 55/77/H.Edn dated. 12.4.1977) and G.O (Rt) No. 1455/2013/H.Edn

dated.11.07.2013 together with interest thereon at the rate of 12.5 percent per

annum from the date of demand 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 and all costs

between attorney and client and all charges and expenses that shall or may have

been incurred by the Government.

Signed and dated this the .....  
day of .....

By the Bounden Sri/Smt. ....

In the presence of witnesses

(1)

(2)

By the Sureties

(1)

(2)

In the presence of witnesses:

(1)

(2)

WHEREAS BY A BOND dated ..... (here in after called the 'Principal deed') executed by the bounden and two sureties in favour of the Government, the bounden was granted as allowance equal to his pay and allowance per mensem for undergoing ..... Degree course of study on condition that after completion of the higher studies within prescribed period the bounden shall serve the Government in the department/organization in any capacity as may be directed by the Government for a minimum period of ..... years.

..... (Bounden):

..... (Surety):

..... (Surety):

AND WHEREAS the bounden, after successful completion of his training, has rejoined duty as ..... in Technical Education Department on ..... and has served the Government till ..... (date).

AND WHEREAS the bounden, the before completing the period of his obligatory service for a period of ..... years under the Principal deed has applied for ..... years deputation under QIP with effect from ..... for Ph. D programme in .....

AND WHEREAS the Government has in their order .....

..... (here in after called 'the order' which shall form part of this deed as if incorporated herein) granted the deputation applied for by the bounden on condition that the bounden shall execute a supplementary bond in addition to the bond to be executed on account of the fresh deputation with two sureties undertaking to report for duty before Government immediately on the expiry of the said deputation and subject to the further conditions that the bounden shall serve the Government for the unexpired portion of the obligatory service namely ..... months continuously in addition to the ..... years obligatory service due to fresh deputation to Ph. D programme in any department/organization in any capacity as may be directed by the Government from time to time.

AND WHEREAS the Bounden and the Sureties have agreed to the same.

..... (Bounden):

..... (Surety):

..... (Surety):

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT if the bounden fails to report for duty on return from deputation sanctioned or after reporting for duty fails to serve the Government for the unexpired portion of the obligatory service of ..... months in addition to the obligatory service of ..... years on account of the deputation to Ph. D, the bounden and the sureties shall forthwith pay to the Government on demand the liable amount together with the interest at the rate of 12.5% per annum from the date of demand and costs, charges and expenses if any which may be incurred by the Government in this regard and upon payment of such sums the above written obligation shall be void and of no effect otherwise this shall be and remain in full force and effect. In the matter of deciding what nominees are due to be paid by the bounden and the sureties to the Government, the decision of the Government shall be final and legally binding on the bounden and the sureties and they shall not be entitled to question it.

Provided that his bond shall be in addition to and not in substitution of the principal deed and all the provisions there in contained shall continue to bind



the Bounden and Sureties in the same manner they applied before the execution of this bond.

The bounden and sureties do hereby further agrees that all sums found due to the Government under or by virtue of this bond shall be recovered jointly and severally from the bounden and the sureties and their properties, both movable and immovable, under the provisions of the Revenue Recovery Act for the time being in force as if such sums are arrears of public revenue due on land or in such other manner as the Government may deem fit.

..... (Bounden):

..... (Surety):

..... (Surety):

The liability of the sureties under this deed is co-extensive with that of the Bounden and shall not be impaired or discharged by reason of time being granted to the Bounden or by any forbearance, act or omission on the part of the Government nor shall it be necessary for the Government to proceed the Bounden before proceeding against the sureties ..... and ..... any of them for realizing the amounts due here under.

The stamp duty of this bond shall be borne and paid by the Bounden.

Signed and delivered by the Bounden:

Signature of the Bounden

In the presence of witness

(1)

(2)

Signed by

(1)

(2)

In the presence of witnesses

(1)

(2)

..... (Bounden):

..... (Surety):

..... (Surety):

HA/-