

DEED OF INDEMNITY

This deed of indemnity made this _____ day of _____ by Sri _____ son _____ /daughter _____ of Sri _____ residing at _____ (herein after referred to as "TRAINEE" which expression shall include his heirs, executors, administrators and representatives where the context so admits) and Sri _____ son _____ /daughter _____ of Sri _____ residing at _____ (herein after referred to as "SURETY" which expression shall include his heirs, executors, administrators and representatives where the context so admits) of the ONE PARTY : and the PRESIDENT OF INDIA, owner and administrator of SOUTH CENTRAL RAILWAY (herein after referred to as the "GOVERNMENT") of the OTHER PARTY.

Whereas the Government has engaged the trainee on the terms and conditions mentioned in the joining report dated _____ executed by and between the trainee and the Government.

And whereas the SURETY is interested in the welfare of the said trainee and therefore has agreed to these presents represent as a surety. And whereas one of the terms and conditions to the said engagement of the trainee is that the trainee shall complete the prescribed training and after such completion, shall accept service under the Government and serve the Government for a minimum period of FIVE years and if the trainee deserts service or resigns from service during the period of training or thereafter without written consent of the Government or is discharged there from for misconduct or any other offence as enumerated in the DEED, the trainee shall repay on demand by the Government, the whole cost of the training (cost of training being 12.5% of pay or stipend) or stipend plus pay or stipend or any other amounts, excluding traveling and running allowance drawn by the trainee from the Government under the terms and conditions.

And whereas the surety has agreed to indemnify and/ or to reimburse the Government to that extent.

Now these presents witness and it is hereby agreed by and between the parties as follows: --

1. That in consideration of the promises and in consideration of the Government agreeing to engage the trainee for the course mentioned in the joining report referred to above, the trainee, after completing the training satisfactorily, shall serve the Government for a minimum period of **FIVE YEARS** thereafter in accordance with the said joining report executed between trainee and the Government to the complete satisfaction of the Government (decision of the Government about which shall be final and conclusive).
2. That the trainee and the Surety hereby undertake jointly and severally to indemnify and reimburse the Government to that extent as aforesaid.
3. That in the event of trainee getting adverse report regarding the progress of his training of studies or conduct or on discontinuing his studies or being discharged from the course or on refusal to continue for any reasons not beyond the control of the trainee or does not continue in service as aforesaid, the trainee and the surety shall jointly and severally be liable to pay and refund forthwith to the Government on demand and without cash all monies spent on the trainee or on his account in respect of his training course as stated above (and the decision of the Government as to the amount so payable shall be final) together with interest on the said monies calculated at the rate then in force for Government loans.
4. 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 Government or any person authorized by the Government (whether with or without the knowledge or consent of the surety) not shall it be necessary for the Government to issue the trainee before issuing the surety for the amounts due hereunder.

5. That if there is any dispute as to the effect or meaning of these presents or otherwise, however, except as to matters for which specific provision has been made in these presents, the same shall be referred to the sole arbitration of the Secretary to the Government of India in the Ministry of Railways or any person appointed by him whose decision shall be final and binding on the parties. The provisions of the Indian Arbitrations Act, 1940, as amended from time to time shall apply.

IN WITNESS WHERE OF THE PARTIES HAVE SET THEIR HANDS ON THE DAY AND YEAR FIRST MENTIONED ABOUT.

Witness for Trainee:

1 Signature

Signature of Trainee

Name
Address

Name of Trainee

2. Signature

Name
Address

Witness for Surety:

1 Signature

Signature of Surety

Name
Address

Name of Surety

2. Signature

Name
Address

CERTIFICATE REGARDING PAY OF SURETY

This is to certify that the gross salary of Shri _____
is working as _____ in the office of _____
is Rs. _____ (Per month) and he has completed _____ years of service
and will normally retire on _____.

Signature of Personnel Officer
Designation

Office seal:
Station:
Date:

(To be signed by the pay drawing Officer only)