



FORM M.P.T.C. 3.

(Subsidiary Rule 23)

KNOW ALL MEN by these presents that Shri..... son ofof in the tahsil of the district (Principal), Shri..... son of (1st Surety) of Shri..... son of(2nd Surety) of are held and firmly bound to the Governor of Madhya Pradesh in the sum of Rs..... to be paid to the said Governor of Madhya Pradesh, his successors in office or his or their attorney or attorneys for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and representatives jointly and every two of us bind ourselves, our heirs, executors, administrators and representatives severally, firmly, by these presents signed and delivered, dated this..... day of 20.....

WHEREAS the above bounden..... was on the day of 20..... appointed to an now holds the office of..... at.....;

AND WHEREAS by virtue of the said office the said..... has amongst other duties the care, charge and oversight of the responsibility for the safe and proper storing and keeping in the place appointed for the custody thereof respectively, of all money, specie, bullion, coin, jewels, currency notes, bank notes, stamps, and government securities of whatever description, gold, silver, copper, lead, goods, stores, chattels or effects stored and used at, received into or dispatched from the Treasury of..... or paid, deposited or brought into the said Treasury by any person or peserons whomsoever;

AND WHEREAS the said..... as such Treasurer as aforesaid is also responsible that all such moneys, specie, bullion, coin, jewels, currency notes, bank notes, stamps and Government securities of whatsoever description, gold, silver, copper, nickel, bronze, lead, goods, stores, chattels or effects (hereinafter together only called the 'said property') are and is of full measure and good quality when received into the said Treasury and until he has duly accounted therefor and every part thereof save so much thereof save so much thereof as he has duly accounted for is also bound to attend for the purpose of discharging his duties aforesaid at such times and places as his duties aforesaid at such times and places as his superior officer may appoint.



AND WHEREAS the said..... is further bound to keep true and faithful accounts of the said property and of his dealing under written order of his superior officer therewith respectively in the form and manner that may from time to time be prescribed under the authority of Government and also to prepare and submit such returns and such accounts as he may from time to time be called upon to prepare and submit:

AND WHAREAS the bulk of the said property remains well in the care and custody of the Treasury Officer for the time being at as of the said..... but as between himself and the said Governor he, the said..... is alone responsible and answerable therefor and for every part thereof.

AND WHEREAS: the responsibility of the said..... for the said property and every party thereof does not cease until the same has been duly used under the written orders aforesaid and accounted for or been duly dispatched from the said Treasury and delivered over to and/or full and complete discharge obtained therefor from such..... or other person exercising his functions for the time being under the sanction of the Government..... may direct:

AND WHEREAS the said(Principal) has been ordered to furnish, in consideration of his said appointment, a security of Rs.....(Rupees.....only) for the purpose of securing and indemnifying the Governor of Madhya Pradesh and his successors in office against all loss, damage, costs or expenses which he or they might or may in any way suffer, sustain or be required to pay by reason of the said property on any part thereof being in any way consumed, wasted, embezzled, stolen, misapplied, lost, misapplied or otherwise dishonestly or negligently or by or through oversight or violence made away or parted with by himself the said..... or any person acting for him in his said office during his absence or otherwise or by any sub-treasuries, servants, clerks, cash-keepers, potdars, mazdoors or other persons serving under him:

AND WHAREAS the said.....(Principal) not being in a position to deposit the said security in lump sum has been allowed to pay the same by monthly deductions from his pay at the rate of then percent of the pay on condition of his executing a bond binding himself personally and by twosurety/sureties for the show amount of Rs.....(Rupees..... only) until the same has been recovered by such monthly deductions as aforesaid:

AND WHEREAS the said..... hereby acknowledge that he is bound by all the conditions, rules and regulations of the Government from time being in force and such



departmental rules and orders as may from time to time be issued by the competent authority and may be in force and especially with reference to his relations and dealings with and the rights of his subordinates and his own subordination to his superior officers and that it is his duty to keep himself acquainted at all time with the contents of such rules, regulations and orders as aforesaid and all or any alterations made from time to time therein;

AND WHEREAS the said.....(Principal) and said..... (1st Surety).....(2nd Surety) as his the said..... sureties in that behalf have, therefore entered into the above bond in the penal sum of Rs.....(Rupees.....only) conditioned for the due performance by him in the said..... and any person acting for him in his said office during his absence of the duties of the said office aforesaid and of other duties appertaining thereto or which may lawfully be required of him or them during the period on which any portion of the aforesaid security money remains unpaid and for the indemnity of the said Governor of Madhya Pradesh and servants of Government against loss from or by reason of the acts or defaults of the said..... and of all and every person or persons aforesaid occurring during the said period;

Now the condition of the above written bond is such that if the said..... and every person acting for him in his said office as aforesaid has during the period in which any portion of the aforesaid security money as remained unpaid and if the said..... and every person acting for him in his said office as aforesaid has during the said period, always duly performed and fulfil all and every duties thereof aforesaid, and perform and observe all and every conditions, rules and regulations of the Government and further if the said..... and do sand shall pay and cause to be paid unto the Governor of Madhya Pradesh or his successor the amount of any loss, damage, costs, or expenses shall have been demanded from the said..... and/or..... and shall also indemnify and save harmless the said Governor of Madhya Pradesh and his successor in office and all and every person or person who from time to time has or have held or shall hold or exercise the said office off Collector and all other servants of Government from and against all and every loss, damage, cost and expenses which during the aforesaid period has happened or has sustained, from or through the means of the neglect, failure, misconduct, disobedience, omission, or insolvency of the said..... or any person acting for him in his said office as aforesaid or of any of the sub-treasurers, servants, clerks cash-keepers, potdars, mazdoors or other persons nominated, accepted by, or serving under him the said..... or any person acting for him in his office as aforesaid or of any other person or persons whomsoever, or by from or through the consuming, wasting embezzling, studding, misspending, losing, misapplying or



otherwise dishonestly or negligently or through oversight or violence making away or parting with the said property or any part or parts thereof by any person or persons whomsoever during the aforesaid period, then this obligation shall be void and of no effect; otherwise the same shall be and remain in full force and virtue:

Provided always and it is hereby agreed and declared that neither of them the said..... and shall be at liberty to terminate their suretyship before the aforesaid security money has been recovered by monthly deduction as aforesaid or has otherwise been paid in full during the said period except upon giving to the District Officer for the time being of or the State Government six calendar months notice in writing of his intention so to do, and his joint and several liability under this bond shall continue in respect of all omissions until the expiration of the said period of six months or until the aforesaid security money has been recovered or paid in full, whichever event first happens.

AND it is hereby agreed and declared by and between the said..... (Principal) and the said..... (1st surety) and..... (2nd surety) as the said Principal surety/sureties and the Governor that if the said principal vacates the said office of before the said security money has been recovered or paid in full the money recovered or deposited as part of such security shall not be at once returned to him, but shall continue to be held in the manner aforesaid or for the term of six months as security against any loss that may have been incurred by the Governor owing to the neglect or default of the said Principal..... and which may not have been discovered until after the vacation of his office by the said Principal and if any breach of the conditions of said bond is discovered after the repayment, such repayment shall not affect the right of the Governor to take proceedings upon the said bond against the said Principal..... and surety/sureties.

AND it is hereby agreed that the decision of the Governor of Madhya Pradesh in regard to whether any loss, injury, damage has been sustained or incurred and in regard to the amount thereof shall be binding on the said..... (Principal) and the said (1st Surety) and (2nd Surety).

AND it is hereby agreed that, without prejudice to any other rights or remedies for recovering the loss, damage, costs or expenses as aforesaid, it shall be open to the Governor of Madhya Pradesh and his successors in office to recover the amount payable under this bond as an arrears of land revenue.

IN WITNESS whereof the said.....(Principal) and (1st Surety) and..... (2nd Surety) have signed hereunto on the date and year respectively against their signature in the presence of-



Witness:

(1).....

(2).....

.....

Principal

Dated the20.....

(1).....

(2).....

.....

First Surety

Dated the20.....

(1).....

(2).....

.....

Second Surety

Dated the20.....