

GOVERNMENT OF ODISHA
FINANCE DEPARTMENT

No. 8518 /F., dated 30.03.2017
FIN-CS-2-LV-0009-2017

OFFICE MEMORANDUM

Sub: **Enforcement of bond executed by Government employees (while proceeding on leave for undertaking higher study/ training inside and outside State) - relaxation in specific cases.**

1. In pursuance of Finance Department Memo No. 6874 dt.20.12.1996, Government Employees are executing bond to ensure their continued employment in State Government for a period of five years bond period on completion of study leave / training.
2. The bond amount is calculated on the basis of prescribed formula as mentioned in the aforesaid Memo. In case, a Government Servant after availing study leave/ training does not return to duty or does not complete the prescribed period of five years in service after training, he is liable to refund the bond amount along with interest thereon.
3. While operating above provisions, hardship has been faced by .the Government servant especially when they secure a job opportunity in Government of India/ State PSUs/State Autonomous bodies/ Universities with Substantial State Government Funding before completing mandatory bond period.
4. Government of India, Ministry of Home Affairs vide O.M.No.70/10/60-Estt(A) dt.09.05.1960 and O.M.No.F.5/10/66-Estt(C) dt.15.04.1966 have decided that the terms of the bond may not be enforced in case of Government servants who leave Government service before completion of the bond period to secure employment under a State Government, a Public Sector Undertaking owned wholly or partly by the Central Government or by a State Government or under quasi-Government organizations and a fresh bond should be taken from such Government servant to ensure that they serve the new employer for the remainder period.
5. Considering the above provisions made by. Central Government, the State Government, after careful consideration, have been pleased to decide that the terms of the bond shall not be enforced if the State

Government servants, who prosecuted higher study availing study leave/ training, secure a job in Government of India/ State Public Sector Undertakings/ State Autonomous Bodies/ Universities with Substantial State Government Funding before completion of the compulsory bond period:

Provided that they shall have to execute a fresh bond with the State Government for serving in the Government of India/State Public Sector Undertakings/State Autonomous Bodies/Universities with Substantial State Government Funding for the remaining period of the original bond.

6. In case, the said Government servant fails to serve for the remaining period under the new employer, the entire amount prescribed in the original bond along with interest thereon shall be refunded by such Government servant to the State Government. The new establishment will be requested to inform the concerned Administrative Department of the State Government regarding completion of the remainder period of the bond.

7. The above relaxation will not be applicable to the doctors serving under the State Government in allopathy stream.

8. There are two types of Government servants, viz. permanent and temporary, to execute such bonds and therefore two types of bond are required to be executed. In case of permanent Government servant no surety is required; whereas in case of temporary Government servant two sureties are required.

9. Two sets of model bond forms (copies enclosed), one for permanent and other for temporary Government servants have been prescribed for execution by the officer before they are relieved to join in their new assignment under Government of India/State Public Sector Undertakings/State Autonomous bodies/Universities with Substantial State Government Funding.

10. The conditions of the original bond shall be applicable mutatis mutandis to the fresh bond.

11. This shall come into force with effect from the date of issue.

Sd/-

(Tuhin Kanta Pandey)
Principal Secretary to Government

BOND FOR A TEMPORARY GOVERNMENT SERVANT WHO, AFTER RETURNING FROM STUDY LEAVE/TRAINING, SECURE A JOB IN GOVERNMENT OF INDIA/ STATE PUBLIC SECTOR UNDERTAKINGS/ STATE AUTONOMOUS BODIES/ UNVERSITES WITH SUBSTANTIAL STATE GOVERNMENT FUNDING BEFORE COMPLETION OF THE BOND PERIOD.

KNOW ALL MEN BY THESE PRESENTS THAT
WE _____ resident of _____ in the district of _____ at present employed as _____ in the Office/ Department of _____ (hereinafter called "the principal obligor") and Shri/Smt _____ son/daughter of _____ resident of _____ in the district of _____ at present employed as _____ in the Office / Department of _____ (hereinafter called "the 1st Surety") and Shri/Smt _____ son/daughter of _____ resident of _____ in the district of _____ at present employed as _____ (hereinafter called "the 2nd Surety") do hereby jointly and severally bind ourselves and our heirs, executors, administrators and legal representatives to act in accordance with the following conditions namely:-

WHEREAS the principal obligor Sri/Smt _____ after returning from the study leave/training has served the State Government for a period of _____ (years/ month/days) only against the bond period of _____ years (as per the terms and conditions of the Bond executed by him/her on _____).

AND WHEREAS the principal obligor has been selected for the post of _____ under _____ (Government of India/ State Public Sector Undertaking / State Autonomous Bodies / Universities with Substantial State Government funding) and shall be liable to serve the

said establishment at least for the remainder period of _____
(years/month/days) as per the stipulations of F.D.O.M.No_____/F
dtd_____.

NOW THEREFORE THE CONDITION OF THE ABOVE WRITTEN OBLIGATION is that in the event of the above bounden Sri/Smt _____ failing to resume duty or resigning or retiring from service or remaining on unauthorised absence without obtaining previous sanction in writing from the new employer, the principal obligor the sureties shall forthwith refund to the Government of Odisha, hereinafter referred to as 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 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._____ (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 rates 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 sureties 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 sureties 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 from the principal obligor and the sureties jointly and severally as a public demand under the Odisha Public Demands Recovery Act, 1962:

PROVIDED that the liability of the sureties herein 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 authorised by them (wherever with or without the consent or knowledge of the sureties) nor shall be it necessary for the Government to sue the said principal obligor before suing the above' bounden sureties. Sri/Smt _____ and Sri/Smt _____ or any of them for the amount due herein.

IN WITNESSES to the above written bond and to all terms and conditions herein before contained we have signed hereunder this _____ days of _____ 20_____

Signed and delivered by the above principal obligor.

Witness:- (1)
(2)
in the presence of
Witness:- (1)
(2)

Signed and delivered by the 1st Surety above named.

Sri/Smt _____
Signed and delivered by the 2nd Surety above named.

Sri/Smt _____

ACCEPTED
For and on behalf of the Governor of Odisha.

BOND FOR A PERMANENT GOVERNMENT SERVANT WHO, AFTER RETURNING FROM STUDY LEAVE/TRAINING, SECURE A JOB IN GOVERNMENT OF INDIA/ STATE PUBLIC SECTOR UNDERTAKINGS/ STATE AUTONOMOUS BODIES/ UNVERSITES WITH SUBSTANTIAL STATE GOVERNMENT FUNDING BEFORE COMPLETION OF THE BOND PERIOD.

KNOW ALL MEN 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 and
 administrators and legal representatives to act in accordance with the
 following conditions namely:-

WHEREAS the obligor after returning from the study leave/training
 has served the State Government for a period of _____ (years/
 month/days) only against the bond period of five years (as per the terms and
 conditions of the Bond executed by him/her on _____).

AND WHEREAS the obligor has been selected for the post of
 _____ under _____ (Government of India /
 State Public Sector Undertaking/State Autonomous Bodies/Universities with
 Substantial State Government funding) and shall be liable to serve the
 said establishment at least for the remainder period of _____
 (years/month/days)as per the stipulations of F.D.O.M.No._____/F
 dtd_____

**NOW THEREFORE THE CONDITION OF THE ABOVE WRITTEN
 OBLIGATION** is that in the event of the above bounden obligor failing to
 resume duty or resigning or retiring from service or remaining on
 unauthorised absence without obtaining previous sanction in writing from
 the new employer, the obligor shall forthwith refund to the Government of
 Odisha, hereinafter referred to as the Government as may be directed by the

Government on demand all moneys paid to the obligor or expended/to be expended on account of 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. _____ (Rupees _____) on account of the 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 rates for the time being in force on Government loans.

AND UPON the obligor 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 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 from the obligor as a public demand under the Odisha Public Demands Recovery Act, 1962.

IN WITNESSES to the above written bond and to all terms and conditions herein before contained have signed hereunder this _____ days of _____ 20_____.

**Signed and delivered
by the obligor.**

In the presence of
Witness:- (1)
(2)

ACCEPTED
**For and on behalf of the
Governor of Odisha**