

## DEED OF INDEMNITY

THIS DEED OF INDEMNITY made this .....day of .....20.... by Shri ..... S/O Shri ..... residing at ..... (here in after referred to as Trainee, which expression shall include his/her executors, administrators and representative, where the context as admits) and Shri ..... S/O Shri ..... residing at .....( here in after referred to as "Surety" which expression shall include his being executors, administrators and representatives where the context so admits) of the one part and the President of India, Owner and Administrator of the East Central Railway ( here in after referred to the Government ) of the other part.

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 those presents 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 service the Government for a minimum period of five years and if the Trainee deserts service or resigned from the service or resigned from the service during the period of training or thereafter without the written constant of the Government or is discharged therefrom for misconduct of any other offence as enumerated in the Deed, the Trainee shall repaid or demand by the Government the whole cost of training or pay and other amount drawn by the Trainee from the Government under these terms and conditions.

AND WHEREAS the Surety has agreed to indemnity and or to reimburse the Government to the extent.

NOW THOSE PRESENTS WITNESS and it is hereby agreed by and between the parties as follows :-

1. That in consideration of the permises and in consideration of the Government Agreeing the Trainee for the courses 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 the Training 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 indemnity and reimburse the Government to that extent and aforesaid.

Contd ..... 2

3. That in the event of Trainee getting an adverse report regarding the progress of his/her training or studies or conduct or on discontinuing his studies or being discharged from the course of refusal to continue for any reasons not beyond the control of the trainee and 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 demur in cash all money expended on the trainee or on his account. In respect of his/her training course as stated above and the decision of the Government as to the amount so payable shall be finalized together with interest on the said money calculated @ the rate therein 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 for hearance act or omission of the Government or any persons authorized by the Government. ( Whether with or without the knowledge or consent of the Surety) or not shall be necessary for the Government to are 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 persents 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 honour person appointed by him whose decisions shall be final and binding on the parties. The provision of the Indian Arbitration Act, 1940 as amended from time to time shall apply.

In witness where of the praties have set their hands on the day and year first above mentioned.

**(Signed of the Trainee)**

**Signed by the Trainee, above named in the presence of  
(Witness of Trainee with full signature & address )**

- 1 .....
- 2 .....

**( Singnature of the Surety)**

**Name :-  
Design :-  
Office :-  
Office Stamp :-**

**Signed by the Surety above named in presence of  
(Witness of Surety with full signature & address)**

- 1 .....
- 2 .....

(For and behalf of the President of India the presence of )