Subject: Execution of Bond for availing Study Leave under rule 53(4) of the CCS (Leave) Rules, 1972 – regarding

The undersigned is directed to state that Government servants are allowed to avail "Study Leave" in terms of the provisions of rules 50-63 of the CCS (Leave) Rules, 1972. The provisions of rule 53(4) mandates for execution of a bond by the Government Servant who is granted such leave in the relevant format prescribed for the said purpose i.e. Forms 7-10 of the CCS (Leave) Rules, 1972.

- 2. The said Bond executed by the Government servant requires putting in specified period of service after expiry of the Study Leave as prescribed by provisions of rule 50 (5) of the said rules.
- 3. It has come to the notice of this Department that the provisions of the aforesaid bond are being circumvented and officers who have availed Study Leave proceed on prolonged spells of leave due and admissible to them and thus do not put in active service for the requisite period as indicates: in the bond executed by them.
- 4. In view of the above position, the provisions of the prescribed format of the Bond have been reviewed in consultation with the Department of Legal Affairs and it has been decided that the prescribed forms 7, 8, 9 and 10 of the CSS (Leave) Rules, 1972 may be revised by incorporating a specific clause confirming commitment of the Government servant to put in requisite active service after expiry of the Study Leave. The copies of the revised formats are enclosed herewith. The grant of Study Leave shall continue to be regulated in terms of the relevant provisions of the rules as indicated in para 1 above. Ministry of Home Affairs, etc are requested to ensure that the necessary Bond in respect of grant of Study Leave under CCS (Leave) Rules, 1972 may henceforth be obtained in the revised formats.
- These orders are being issued after consultation with the C&AG of India in respect of persons serving in the Indian Audit & Accounts Department.
 - 6. Format amendments to CCS (Leave) Rules. 1972 are being issued separately.

Sd/-(Mukul Ratra) Director (L&A)

FORM 7 [See Rule 53(4)]

BOND TO BE EXECUTED BY A GOVERNMENT SERVANT IN PERMANENT EMPLOY, WHEN PROCEEDING ON STUDY LEAVE

KNOW ALL MEN BY THE SEPRESENTS THAT I, resident of	ıΓ
in the District of at presen	ıt
employed as in the Ministry/Office of de	0
hereby bind myself and my heirs, executors and administrators to pay to the President of India (hereafte called "the Government") on demand the sum of Rs	1
together with interest thereon from the date of demand at Government rates for the time being in force or	11
Government loans 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 – ANI	2
TOGH THER with all costs between attorney and chent and all charges and expenses that shall or may have been	n
incurred by the Government.	

WHEREAS I, am granted study leave by Government.

AND WHEREAS for the better protection of the Government I have agreed to execute this Bond with such condition as hereunder is written:

NOW THE CONDITION OF ABOVE WRITTEN OBLIGATION IS THAT in the event of my failing to resume duty, or resigning or retiring from service or otherwise quitting service without returning to duty after

the expiry or termination of the period of study leave or failing to complete the course of study or at any time within a period of three years/five years after my return to duty. I shall forthwith pay to the Government or as may be directed by the Government, on demand the said sum of Rs. only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans:

NOW FURTHER THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT the period of my bond mandating putting in service for the period as specified above, after expiry of the study leave availed by me shall be extended by a comparable period equivalent to the aggregate periods of leave of any kind availed by me, during the currency of the bond period.

AND upon my marking such payment, the above written obligations shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

	ond shall in all respects be governed by the laws of India for t	
liabilities	hereunder shall, where necessary, be accordingly determined by	by the appropriate Courts of India
	nd dated this Day of two	
Signed ar	nd delivered by	
u belad	AND AND SECURE OF THE PARTY OF	Str. Black and the control of the street of
In the pre	esence of	and death and
Witness	Landard Market and Control of the Co	The territory of the second second
	2. And and involve and an amount are say in serger (Not Vigilian Shipping States of the
	the second self-representation of the contract of the second	

Explanation: The term 'currency of bond' means the period during which the liability of the Government servant is activated and the right of the Government is alive to claim the predetermined and stipulated amounts from the Government servant who fails to discharge his obligation.

FORM 8 [See Rule 53(4)]

BOND TO BE EXECUTED BY A GOVERNMENT SERVANT IN PERMANENT EMPLOY, WHEN GRANTED EXTENSION ON STUDY LEAVE

KNOW ALL MEN BY THESE PRESENTS THAT I,

myself and my heirs, e Government") on dema with interest thereon fro loans or, if payment is i that country converted a	in the Distriction in the Ministry/Coxecutors and administrated the sum of Rs om the date of demand at made in a country other that the official rate of exchange and client and all characterists.	Office of	resident of India (here or the time being in for lent of the said amount untry and India – AND	do hereby bind emafter called "the only) together ee on Government in the currency of TOGETHER with
WHEREAS I.		1,15 2 10 65	was granted study lea	ive by Government
	to		consideration of which	I executed a Bond,
dated	for Rs	(Rupees		only)
in favour of the Presider				
AND WHEREAS the	e extension or study leave	has been granted to	me at my request until .	

AND WHEREAS for the better protection of the Government I have agreed to execute this Bond with such condition as hereunder is written:

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of my failing to resume duty, or resigning or retiring from service or otherwise quitting service without returning to duty after

NOW, FURTHER THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT the period of my bond mandating putting in service for the period as specified above, after expiry of the study leave availed by me, shall be extended by a comparable period equivalent to the aggregate periods of leave of any kind availed by me, during the currency of the bond period.

AND upon my making such payments, the above written obligations shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts of India

Signed a	nd dated this	day of	two thous	ind and	
	nd delivered by				
In the pre	sence of		Bir our men		A Series on the same
Witness.	L		Committee of the	No. Bergin Str.	
	2		acces on the	CALL STREET	

ACCEPTED

For and on behalf of the
President of India

Explanation: The 'currency of bond' means the period during which the liability of the Government servant is activated and the right of the Government is alive to claim the predetermined and stipulated amounts from the Government servant who fails to discharge his obligation.

FORM 9

[See Rule 53(4)]

BOND TO BE EXECUTED BY A GOVERNMENT SERVANT NOT IN PERMANENT EMPLOY, WHEN PROCEEDING ON STUDY LEAVE

KNOW ALL MEN BY	THESE LKESE	NIS THAT	we		residents of	of
in the District of		at present	employee	l as		the Ministry/Office of
	(hereinafter	called	the			Shri/Shrimati/Kumari
	son/daug	hter of		**************	of	and
Shri/Shrimati/Kumari	************		Son/c	laughter of		and
	****************					to allowers as al
of. (h our respective heirs, execu Government") on demand i	itors and admini	istrators to	ies") do l pay to t	hereby jointly he President	and sever of India (ally bind ourselves and heremafter called the
Only) together with interest Government loans or, if pay currency of that country, co with all costs between attorn	thereon from the ment is made in inverted at the of	e date of de a country of ficial rate of	mand at other than of exchan	Government ra India, the eque between the	ates for the uivalent of at country	e time being in force on f the said amount in the and India and together

WHEREAS the Obligor is granted study leave by the Government.

the Government.

AND WHEREAS for the better protection of the Government, the Obligor has agreed to execute this Bond with such condition as here under is written:

AND WHEREAs the said Sureties have agreed to execute this Bond as Sureties on behalf of the above
NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of the Obligo Shri/Shrimati/Kumari failing to resume duty, or resigning from service or otherwise quitting service without returning to duty after the expiry or termination of the period of study leave or failing to complete the course of study or at any time within a period of three years/five year after his return to duty, the Obligor and Surcties shall forthwith pay to the Government or as may be directed by the Government, on demand the said sum of Rs. (Rupees only together with interest thereon from the date of demand at Government rates for the time being in force of Government loans:
NOW, FURTHER THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT the period of my bond mandating putting in service by the Obligor for the period as specified above, after expiry of the stud availed by him or her, shall be extended by a comparable period, equivalent to the aggregate periods of leave of any kind availed by him or her during the currency of the bond period.
AND upon the Obligor Shri/Shrimati/Kumari and or Shri/Shrimati/Kumari and or Shri/Shrimati/Kumari
the Sureties aforesaid making such payment the above writte obligation shall be void and of no effect, otherwise it shall be and remain in full force by virtue
PROVIDED ALWAYS THAT the liability of the Sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance, act or omission of the Government or any person authorized by them (whether with or without the consent or knowledge of the Sureties) nor shall it be necessary, for the Government to sue the Obligor before suing the sureties. Shri/Shrimati/Kumari and Shri/Shrimati/Kumari or any of them for amounts due hereunder.
The Bond shall in all respects be governed by the laws of India for the time being in force the rights at liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts of India.
Signed and dated this
1 Ch. (Ch. mart) W reports
In the presence of
Witness: 1
2
Signed and dated this day of two thousand and
Signed and delivered by the Obligor
above named Shri/Shrimati/Kumari
In the presence of
the fact of the state of the st
Witness: 1
spanii (1) (2004) Tabil (2014) (10 pari) (10
Signed and delivered by the Obligor
above named Shri/Shrimati/Kumari
In the presence of
Witness: I
to the first the first the second of the sec
Signed and delivered by the Obligor

	V. Other Leaves and Instruction
above named Shri/Shrimati/Kumari	i 1911 - State de la companya de Paris de Sal ema de la
In the presence of	The state of the s
Witness: 1	
2	
	ACCEPTED -
	For and on behalf of the President of India
Explanation . The term currency servant is activated and the right of from the Government servant who fi	of bond' means the period during which the liability of the Government the Government is alive to claim the predetermined and stimulated and
	FORM 10
	[See Rule 53(4)]
BOND TO BE EXECUTED BY WHEN O	Y A GOVERNMENT SERVANT NOT IN PERMANENT EMPLOY, GRANTED EXTENSION OF STUDY LEAVE
KNOW ALL MEN BY THESE I	PRESENTS THAT weresidents of
in the District of	at present employed as
Willistry/Office of	(hereinafter called "the Obligor") and Shri/Shrimati/Kumar
	son/daughter of
of and Snr	i/Shrimati/Kumari Son/daughte of (hereinafter called "the Sureties") do hereby
President of India (hereinafter called	is and our respective heirs, executors and administrators to pay to the difference of the Government") on demand the sum of Rs.
than India, the equivalent of the said	Only) together with interest thereon from the date of demand at in force on Government loans or, if payment is made in a country other d amount in the currency of that country, converted at the official rate of india and together with all costs between attorney and client and all charges been incurred by the Government
io in consideration o	red study leave by the Government from the period from If which he executed a Bond, dated
AND WHEREAS the extension of	study leave has been granted to the Obligor at his request until
AND WHEREAS for the better pr with such condition as hereunder as w	rotection of the Government, the Obligor has agreed to execute this Bond critten:
AND WHEREAS the said Suretic	es have agreed to execute this Bond as Sureties on behalf of the above
service or otherwise quitting service study leave so extended or failing to years/five years after his return to duty	ABOVE WRITTEN OBLIGATION IS THAT in the event of the Obligor failing to resume duty, or resigning from without returning to duty after the expiry or termination of the period of complete the course of study or at any time within a period of three c, the Obligor and the Sureties shall forthwith pay to the Government or as ment, on demand the said sum of Rs. (Rupees

only) together with interest thereon from the dat	e of demand at Government
ates for the time being in force on Government loans.	
NOW, FURTHER THE CONDITION OF THE ABOVE WRITTEN OBLIGAT my bond, mandating putting in service by the Obligor for the period as specified abovailed by him or her, shall be extended by a comparable period, equivalent to the my kind availed by him or her during the currency of the bond period.	
AND upon the Obligor Shri/Shrimati/Kum	
the Support of the Su	
PROVIDED always that the hability of the Sureties hereunder shall not be imported time being granted or by any forbearance, act or omission of the Government them (whether with or without the consent or knowledge of the Sureties) nor Government to sue the Obligor before suing the sureties. Shri/Shrimati/Kumari and Shri/Shrimati/Kumari them for amounts due hereunder.	shall it be necessary, for the or any of
The Bond shall in all respects be governed by the laws of India for the time be liabilities hereunder shall, where necessary be accordingly determined by the appropriate the property of the	ing in force and the rights and opriate Courts of India.
Signed and delivered by the Obligor	
Above named Shri/Shrimati/Kumari	
In the presence of	
Witness: 1	
2	
Above name	
Shri/Shrimati/Kumari	
In the presence of	E PROFILE CO.
Witness: 1	
2 and the second of the	COUNTED
Market Company of the control of the	ACCEPTED For and on behalf of the President of India
Explanation: The term 'currency of bond' means the period during which t servant is activated and the right of the Government is alive to claim the predet from the Government servant who fails to discharge his obligation.	the hability of the Government termined and stipulated amounts
Department of Personnel	
No. 2/2/2001-PER (Part-I)	Dated: 27-12-2011

Copy of the under mentioned paper is forwarded for information and necessary action to:-Sd/-

(Umeshchandra L. Joshi)