

No.11020/03/2014-AIS-III
Government of India
Ministry of Personnel, Public Grievances & Pensions
Department of Personnel & Training
* * * * *

North Block, New Delhi
Dated the 1st September, 2014

To,

Chief Secretaries of all States/UTs.

Subject: Execution of Bond for availing Study Leave under Rule 9(i) of the AIS (Study Leave) Regulations, 1960 - regarding.

Sir,

I am directed to refer to the provisions of Rule 9(i) of the AIS (Study Leave) Regulations, 1960, which mandates every member of the Service who has been granted Study Leave or extension of such leave shall be required to execute a bond as given in **Appendix 'A' or Appendix 'A.I'**.

2. The said Bond executed by member of the Service requires putting in specified period of service after expiry of the Study Leave as prescribed by provisions of rule 9(2) of the said rules.

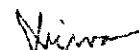
3. It has come to the notice of this Department that the provisions of the aforesaid bond are being circumvented and officers who have availed Study Leave proceed on prolonged spells of leave due and admissible to them and thus do not put in active service for the requisite period as indicated in the bond executed by them.

4. In view of the above, the provisions of the prescribed format of the Bond have been reviewed and decided to revise the Bond format. A copy of revised Bond is enclosed. All the Ministries/Departments/State Governments are requested to ensure that the necessary Bond in respect of grant of Study Leave under the AIS (Study Leave) Regulations, 1960 may henceforth be obtained in the revised formats.

4. The contents of this letter may be brought to the notice of all the members of the All India Services.

Encl.: As above.

Yours faithfully



(Navneet Misra)

Under Secretary to the Government of India

☎: 23092285

Contd.....2

Copy to:

1. All Ministries/Departments of the Government of India.
2. The Ministry of Home Affairs (Attn: Joint Secretary (Police), North Block, New Delhi).
3. The Ministry of Environment & Forests (Attn. Joint Secretary, Forests), Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi.
4. All Officers/Sections of the Department of Personnel and Training
- ✓ 5. NIC, DOPT with request to upload the same on the Website of the Department at (www.persmin.nic.in>DOPT >OM & orders>service>Leave/Study Leave).


(Navneet Misra)

Under Secretary to the Government of India
☎: 23092285

APPENDIX 'A'
[See Regulation 9(i)]

Bond to be executed by the member of the Service proceeding on study leave.

KNOW ALL MEN BY THESE PRESENTS THAT I resident of..... in the District of.....at present employed as.....in the Ministry of.....Government of India/under the Government ofdo hereby bind myself, my heirs, executors and administrators to pay to the President of India (hereinafter called "the Government") on demand the sum of Rs..... (Rupees) together with interest thereon from the date of demand at Government rates for the time being in force on 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 AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been 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 conditions 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 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....(Rupees.....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 making such payment, 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 and dated this.....day oftwo thousand.....

Signed and delivered by.....

In the presence of.....

Witnesses: 1.

2.....

ACCEPTED
For and on behalf of the
President of India/the Governor

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

APPENDIX 'A.1'
[See Regulation 9(i)]

Bond to be executed by the member of the Service granted extension of study leave.

KNOW ALL MEN BY THESE PRESENTS THAT I.....resident of.....in the District.....at present employed in the Ministry of..... Government of India/under the Government.....do hereby bind myself and my heirs, executors and administrators to pay to the President of India (hereinafter called "the Government") on demand the sum of Rs.....(Rupees.....) together with interest thereon from the date of demand at Govt. rates for the time being in force on 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 AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government.

WHEREAS I..... was granted study leave by Government for the period fromto..... in consideration of which I executed a bond dated..... for Rs..... (Rupees.....only) in favour of the President of India.

AND WHEREAS the extension of 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 the expiry or termination of the period of study leave so extended 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....(Rupees.....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 making such payment, 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 and dated this.....day oftwo thousand.....

Signed and delivered by.....

In the presence of.....

Witnesses: 1.
2.

ACCEPTED
For and on behalf of the
President of India/the Governor

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