



THE

JAMMU AND KASHMIR OFFICIAL GAZETTE

ô
Vol. 136] Jammu, Tue., the 20th Feb., 2024/1st Phal., 1945. [No. 46-t
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Separate paging is given to this part in order that it may be filed
as a separate compilation.

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PART III

Laws, Regulations and Rules passed thereunder.

GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIAT ô FINANCE DEPARTMENT,
SRINAGAR/ JAMMU.
(Codes Division)

Notification

Jammu, the 20th February, 2024.

SO-119.ô In exercise of the powers conferred by proviso to
Article 309 of the Constitution, the Lieutenant Governor is pleased to

direct that following amendment shall made in the Jammu and Kashmir Civil Services Regulations, 1956 (Vol. I); namely:-

1. Article 249-P shall be substituted by the following ; namely:-

"249-P. Entitlements of family of a missing Government Servant/Pensioner/Family Pensioner.-

(1) In the case of a missing employee/pensioner/family pensioner, the family can apply for the grant of family pension, amount of salary due, leave encashment due and the amount of GPF and gratuity (whatever has not already been received) to the Head of Office of the department where the employee/pensioner had last served, six months after lodging of Police report. The family pension and/or retirement gratuity may be sanctioned by the Administrative Department after observing the following formalities:-

- (i) The family must lodge a report with the concerned Police Station and obtain a report from the Police, that the employee/pensioner/family pensioner has not been traced despite all efforts made by them. The report may be a First Information Report or any other report such as a Daily Diary/General Diary Entry.
 - (ii) An Indemnity Bond should be taken from the nominee/dependants of the employee/pensioner/family pensioner that all payments will be adjusted against the payments due to the employee/pensioner /family pensioner in case she/he appears on the scene and makes any claim.
- (2) In the case of a missing employee, the family pension, at the ordinary or enhanced rate, as applicable, will accrue from the expiry of leave or the date up to which pay and allowances have been paid or the date of the police report, whichever is later.
 - (3) In the case of a missing pensioner/family pensioner, the family pension will accrue from the date of the police report or from the date immediately succeeding the date till which pension/family pension had been paid, whichever is later.
 - (4) The retirement gratuity will be paid to the family within three months of the date of application. In case of any delay, the interest shall be paid at the applicable rates and responsibility for delay shall be fixed. The difference between the death gratuity and retirement gratuity shall be payable after the death of the employee is conclusively established or on the expiry of the period of seven years from the date of the police report.

- (5) Before sanctioning the payment of gratuity, the Head of Office will assess all Government dues outstanding against the employee/pensioner and effect their recovery in accordance with Article 168-AA of J&K CSR, Vol. I and other instructions in force for affecting such recoveries.
 - (6) The amount of salary due, leave encashment due and the amount of GPF will be paid to the family in the first instance as per the nominations made by the employee/pensioner on filing of a police report and submission of an indemnity bond as indicated above.
 - (7) The benefits to be sanctioned to the family/nominee of the missing employee/pensioner will be based on and regulated by the emoluments drawn by him/her and the rules/orders applicable to him/her as on the last date he/she was on duty including authorized periods of leave.
2. Form 5 referred to in Article 249-0, as contained in Schedule XII, Volume II, shall be substituted by Form-5 forming Annexure to this notification.

By order of the Lieutenant Governor.

(Sd/-)

SANTOSH D. VAIDYA, IAS,
Principal Secretary to Government,
Finance Department.

Annexure

FORM-5

Indemnity Bond to be furnished by a claimant of Gratuity or Family Pension in the case of a missing Government Servant or Pensioner or Family Pensioner.

Part I (To be filled in the case of missing Government servant)

KNOW ALL MEN by these presents that we

(a).....(b) the wife/son /brother/nominee, etc., of (c) who was holding the post of..... in the Department/Office of is reported to have been missing since (hereinafter referred to as 'missing Government servant') resident of..... (hereinafter called "Obligor") and (d) son/wife/daughter of Shri. resident of andson/wife/daughter ofresident ofthe sureties for and on behalf of the Obligor (hereinafter called "the Sureties") are held firmly bound to the (hereinafter called "the Government") in the sum of Rs.(Rupees) equivalent of the amount on account of payment of salary, leave encashment, GPF, Gratuity and each and every sum being the monthly family pension well and truly to be paid to the Government, on demand and without a demur together with simple interest @% p.a. from the date of payment thereof

until repayment for which payment we bind ourselves and our respective heirs, executors, administrators, successors and assigns by these presents.

Signed thisday oftwo thousand and

WHEREAS (c)was at the time of his disappearance in the employment of the Government receiving a pay at the rate of Rs(Rupees.....) only per month from the Government.

AND WHEREAS the said (c) disappeared on theday of 20 and there was due to him at the time of his disappearance the sum equivalent of (i) salary due (ii) leave encashment, (iii) GPF and (iv) Retirement/Death Gratuity.

AND WHEREAS the Obligor is entitled to family pension at Rs. (Rupees..... only) plus admissible dearness relief thereon.

AND WHEREAS the Obligor has represented that he/she is entitled to the aforesaid sum and approached the Government for making payment thereof to avoid undue delay and hardship.

AND WHEREAS the Government has agreed to make payment of the said sum of Rs.....(Rupees.....) and monthly family pension @ Rs..... (Rupees

only and relief thereon to the Obligor upon the Obligor and the Sureties entering into a Bond in the above-mentioned sum to indemnify the Government against all claims to the amount so due to the aforesaid missing Government servant.

AND WHEREAS the Obligor and at his/her request the Surety/Sureties have agreed to execute the Bond in the terms and manner hereinafter contained.

NOW THE CONDITION OF THIS BOND is such that, if after payment has been made to the Obligor, the Obligor and/or the Surety/Sureties shall in the event of a claim being made, by any other person or the missing Government servant on appearance, against the Government with respect to the aforesaid sum of Rs. (Rupees) and the sums paid by the Government as monthly pension and relief as aforesaid then refund to the Government the said sum of Rs. (Rupees.....) and each and every sum paid by Government as monthly pension and relief together with simple interest @ % per annum and shall, otherwise, indemnify and keep the Government harmless and indemnified against and from all liabilities in respect of the aforesaid sums and all costs incurred in consequence of the claim thereto, THEN the above-written Bond or obligation shall be void and of no effect but otherwise it shall remain in full force, effect and virtue.

AND THESE PRESENTS ALSO WITNESS that the liability of the Surety/Sureties hereunder shall not be impaired or discharged by reason of time being granted by or any forbearance act or omission of the

Government whether with or without the knowledge or consent of the Surety/Sureties in respect of or in relation to the obligations or conditions to be performed or discharged by the Obligor or by any other method or thing whatsoever which under the law relating to sureties would out for this provision shall have no effect of so releasing the Surety/Sureties from such liability nor shall it be necessary for the Government to sue the Obligor before suing the Surety/Sureties or either of them for the amount due hereunder, and the Government agrees to bear the stamp duty, if any, chargeable on these presents.

IN WITNESS WHEREOF the Obligor and the Surety/Sureties hereto have set and subscribed their respective hands hereunto on the day, month and year above-written.

(Signature of the Obligor)

Signed by the above named 'Obligor' in the presence of

1.
2.

Signed by the above named 'Surety'/ 'Sureties'

1.
2.

Accepted for and on behalf of the Hon'ble Lieutenant Governor, J&K by

.....

[Name and designation of the Officer directed or authorized, in pursuance of **Article 299(1)** of the Constitution, to accept the Bond for and on behalf of Hon'ble Lieutenant Governor, J&K] in the presence of

.....

.....(Name and designation of witness)

NOTE I - (a) Full name of the claimant referred to as the 'Obligor'.

(b) State relationship of the 'Obligor' to the 'missing Government servant'.

(c) Name of the 'missing Government servant'.

(d) Full name or names of the Sureties with name or names of the father(s)/ husband(s) and place of residence.

NOTE II. - The Obligor as well as the sureties should have attained majority so that the bond may have legal effect or force.

NOTE III. - The rate of simple interest will be as prescribed by the Government from time to time.

Part - II (To be filled in the case of missing Pensioner)

KNOW ALL MEN by these presents that we(a).....
(b)..... widow/son/brother/nominee, etc., of
..... who had retired from the post of
..... in the Department/Office of
and who was in receipt of pension from..... is reported to have
been missing since (hereinafter referred to as
'missing pensioner') resident of(hereinafter
called "the Obligor") and (d)son/wife/daughter
of Shri. resident
of.....and
son/wife/daughter of Shri.....resident
of.....the Sureties for and on behalf of the Obligor
(hereinafter called "the Sureties") are held firmly bound to the Honble
Lieutenant Governor, J&K (hereinafter called "the Government") in each
and every sum being the arrears of pension and monthly family pension
and relief thereon well and truly to be paid to the Government, on
demand and without a demur together with simple interest at the rate of
..... % per annum from the date of payment until repayment for
which payment we bind ourselves and our respective heirs, executors,
administrators, legal representatives, successors and assigns by these
presents.

Signed thisday of Two thousand and.....

WHEREAS (c)was at the time of his
disappearance a Government pensioner receiving a pension at the rate of
Rs. (Rupees.....) only per month and

relief thereon from the Government.

AND WHEREAS the said (c)disappeared on theday of.....20..... and there was due to him at the time of his disappearance the sum equivalent of arrears of pension due.

AND WHEREAS the Obligor is entitled to family pension at Rs..... (Rupees.....only) plus admissible dearness relief thereon.

AND WHEREAS the obligor has represented that he/she is entitled to the aforesaid sum and approached the Government for making payment thereof to avoid undue delay and hardship.

AND WHEREAS the Government has agreed to make payment of the said sum of Rs.....(Rupees.....) and monthly family pension at Rs.....(Rupees) plus relief thereon to the obligor upon the Obligor and the Sureties entering into a Bond in the above-mentioned sum to indemnify the Government against all claims to the amount so due to the aforesaid missing Government pensioner.

AND WHEREAS the Obligor and at his/her request the Surety, 'Sureties have agreed to execute the Bond in the terms and manner hereinafter contained.

NOW THE CONDITION OF THIS BOND is such that, if after payment has been made to the Obligor, the Obligor and /or the Surety/Sureties shall in the event of a claim being made, by any other person or the missing pensioner on appearance, against the Government with respect to

the aforesaid sum of Rs..... (Rupees) and the sums paid by the Government as monthly pension and relief as aforesaid then refund to the Government the said sum of Rs..... (Rupees.....) and each and every sum paid by Government as monthly family pension and relief together with simple interest @..... % per annum and shall, otherwise, indemnify and keep the Government harmless and indemnified against and from all liabilities in respect of the aforesaid sums and all costs incurred in consequence of the claim thereto, THEN the above written Bond or obligation shall be void and of no effect but otherwise it shall remain in full force, effect and virtue.

AND THESE PRESENTS ALSO WITNESS that the liability of the Surety/Sureties hereunder shall not be impaired or discharged by reason of time being granted by or any forbearance act or omission of the Government whether with or without the knowledge or consent of the Surety/Sureties in respect of or in relation to the obligations or conditions to be performed or discharged by the Obligor or by any other method or thing whatsoever which under the law relating to sureties would but for this provision shall have no effect of so releasing the Surety/Sureties from such liability nor shall it be necessary for the Government to sue the Obligor before suing the Surety/Sureties or either of them for the amount due hereunder, and the Government agrees to bear the stamp duty, if any, chargeable on these presents.

IN WITNESS WHEREOF the Obligor and the Surety/Sureties hereto have set and subscribed their respective hands hereunto on the day, month and year above-written.

(Signature of Obligor)

Signed by the above named 'Obligor' in the presence of

1.

2

Signed by the above named 'Surety'/øSureties'

1.....

2

Accepted for and on behalf of the Honble Lieutenant Governor, J&K by

.....
..... [Name and designation of the Officer
directed or authorized, in pursuance of *Article 299 (1)* of the
Constitution, to accept the Bond for and on behalf of the President] in the
presence of
.....(Name and designation of witness).

NOTE I. - (a) Full name of the claimant referred to as the 'Obligor'.

(b) State relationship of the 'Obligor' to the 'missing pensioner'.

(c) Name of the 'missing pensioner'.

(d) Full name or names of the Sureties with name or names of the
father(s)/husband(s) and place of residence.

NOTE II. - The Obligor as well as the Sureties should have attained majority so that the Bond may have legal effect or force.

NOTE III. -The rate of simple interest will be as prescribed by the Government, from time to time.

Part - III (To be filled in the case of missing Family Pensioner)

KNOW All MEN by these presents that we (a)..... resident of and the son/daughter/mother/father/disabled sibling etc. (hereinafter called "the Obligor") of (b)who was in receipt of /eligible for family pension before reported to have been missing since..... on account of being the widow/widower/son/daughter/disabled sibling etc. (hereinafter referred to as 'missing family pensioner') of (c)..... who was holding/had retired from the post of..... in the Ministry/ Department/Office ofand who died onand (d)son/wife/daughter of Shri.resident of andson/wife/daughter of Shri. resident of the Sureties for and on behalf of the Obligor (hereinafter called "the Sureties") are held firmly bound to the Honble Lieutenant Governor, J&K (hereinafter called "the Government") in each and every sum being the arrears of pension and monthly family pension and relief thereon well and truly to be paid to the Government, on demand and without a demur together with simple interest at the rate of.% per annum from the date of

payment until repayment for which payment we bind ourselves and our respective heirs, executors, administrators, legal representatives, successors and assigns by these presents.

Signed thisday oftwo thousand and

WHEREAS (b) was at the time of his disappearance a Government family pensioner receiving/eligible for receiving a family pension at the rate of Rs..... (Rupees.....) only per month and relief thereon from the Government.

AND WHEREAS the said (b) disappeared on theday of 20..... and there was due to him/her at the time of his/her disappearance the sum equivalent of arrears of family pension due.

AND WHEREAS the Obligor is entitled to family pension at Rs..... (Rupees..... only) plus admissible dearness relief thereon.

AND WHEREAS the obiigor has represented that he/she is entitled to the aforesaid sum and approached the Government for making payment thereof to avoid undue delay and hardship.

AND WHEREAS the Government has agreed to make payment of the said sum of Rs..... (Rupees) and monthly family pension at Rs..... (Rupees.....) plus relief thereon to the obligor upon the Obligor and the Sureties

entering into a Bond in the above-mentioned sum to indemnify the Government against all claims to the amount so due to the aforesaid missing Government family pensioner.

AND WHEREAS the Obligor and at his/her request the Surety/Sureties have agreed to execute the Bond in the terms and manner hereinafter contained.

NOW THE CONDITION OF THIS BOND is such that, if after payment has been made to the Obligor, the Obligor and/or the Surety/Sureties shall in the event of a claim being made, by any other person or the missing family pensioner on appearance, against the Government with respect to the aforesaid sum of Rs..... (Rupees.....) and the sums paid by the Government as monthly pension and relief as aforesaid then refund to the Government the said sum of Rs..... (Rupees.....) and each and every sum paid by Government as monthly family pension and relief together with simple interest @.... % per annum and shall, otherwise, indemnify and keep the Government harmless and indemnified against and from all liabilities in respect of the aforesaid sums and all costs incurred in consequence of the claim thereto, THEN the above-written Bond or obligation shall be void and of no effect but otherwise it shall remain in full force, effect and virtue.

AND THESE PRESENTS ALSO WITNESS that the liability of the Surety/Sureties hereunder shall not be impaired or discharged by reason of time being granted by or any forbearance act or omission of the Government whether with or without the knowledge or consent of the

Surety/Sureties in respect of or in relation to the obligations or conditions to be performed or discharged by the Obligor or by any other method or thing whatsoever which under the law relating to sureties would but for this provision shall have no effect of so releasing the Surety/Sureties from such liability nor shall it be necessary for the Government to sue the Obligor before suing the Surety/Sureties or either of them for the amount due hereunder, and the Government agrees to bear the stamp duty, if any, chargeable on these presents.

IN WITNESS WHEREOF the Obligor and the Surety/Sureties hereto have set and subscribed their respective hands hereunto on the day, month and year above-written.

(Signature of Obligor)

Signed by the above named 'Obligor' in the presence of

1.

2.

Signed by the above named 'Surety'/ 'Sureties'

1.

2.

Accepted for and on behalf of the Honble Lieutenant Governor, J&K by
..... [Name and

designation of the Officer directed or authorized, in pursuance of Article 299 (1) of the Constitution, to accept the Bond for and on behalf of the Honble Lieutenant Governor, J&K] in the presence of

.....

(Name and designation of witness)

NOTE I. - (a) Full name of the claimant referred to as the 'Obligor'.

(b) State relationship of the 'Obligor' to the 'missing family pensioner'.

(c) Name of the deceased Government servant /pensioner.

(d) Full name or names of the Sureties with name or names of the father(s)/husband(s) and place of residence.

NOTE II. - *The* Obligor as well as the Sureties should have attained majority so that the Bond may have legal effect or force.

NOTE III. -The rate of simple interest will be as prescribed by the Government from time to time.