

G.A.R. 12

[See rule 48(2) (iii)]

THIS DEED OF INDEMNITY made on theday
of BETWEEN
Son of
Resident of or

(1) son of resident of.....

(2)son of.....resident of..... etc carrying on business in co-
partnership under the name and style of.....at.....or.....a company registered under the Indian
Companies, Act, 1913/ Companies Act, 1956 having its registered office at..... (hereinafter called 'the
Indemnifier' which expression shall unless excluded by or repugnant to the context be deemed to include his
heirs, executors' administrators, legal representatives, successors and permitted assigns) of the ONE PART
AND the President of India (hereinafter called "the Government" which expression shall unless excluded by or
repugnant to the context be deemed to include his successors or assigns) of the OTHER PART.

WHEREAS on the.....day of.....Cheque No.....dated.....on..... (Name of the
bank) for Rs.....was drawn by.....in favor of the indemnifier.

AND WHEREAS the Indemnifier has represented to the Government that the said cheque has been lost
by him/during transmission by post to him.

AND WHEREAS at the request of the Indemnifier the Government has agreed to issue a second cheque
for Rs..... being the amount of the said previous cheque No.....dated.....upon the Indemnifier giving
such indemnity as hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

(1) In consideration of the said premises and of the agreement on the part of the Government in
issuing in favour of the Indemnifier a second cheque for Rs.——— being the amount of the
previous cheque No.——— dated ——the Indemnifier doth hereby agree and
undertake to refund to the Government on demand and without demur the said sum of Rs.——
— in the event of the said previous cheque No.———dated———being presented to
and paid by the bankers and to indemnify the Government and keep the Government harmless
and indemnified from and against all expenses which may be incurred by the Government in
relation there to or in connection therewith.

(2. The Government agrees to bear the stamp duty, if any, chargeable on these presents.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands hereunto on the—
——day an year first above written.

Signed by the said Indemnifier in the presence of:

(1)

(2)

Signed for and on behalf of the President of India by Shri..... (name and designation) in the presence of:

(1)

(2)