

**FORM T-5**

PERSONAL/SURETY BOND

Personal bond to be executed by the owner of the goods or his representative, Driver or other person-in-charge of the goods vehicle's or vessel on behalf of the owner of the goods.

[See rule 5 (2)]

Before the taxing authority or Inspector-in-charge of the check post or barrier, as the case may be empowered under section 9 of the Himachal Pradesh Taxation (on Certain Goods Carried by Road) Act, 1991.

No..... 19.....

....Petitioner

Versus

The State of Hiamchal Pradesh.

Respondent. ....

Known all men by these presents that I/We.....  
.....

(Full Name)..... (Full address)  
..... with Registration certificate No. (if any)  
am/are held and firmly. Bond unto the Governor of Himachal Pradesh (hereinafter referred to as the 'Government' which expression shall, unless excluded by or repugnant to the context, includes his a successor-in-office and assigns) in the sum of Rs..... (amount in figures and followed by amount in words) (hereinafter referred to as 'the said sum') to be paid to the Government as demanded, for which payment to be well and truly made, I/We bind myself/ourselves my/our heirs, executors, administrators and legal representatives by these presents;

Whereas the above bounden has been required by the taxing authority or Inspector-in-charge of the check post or barrier in writing to furnish security for the said sum for the purpose of securing the proper payment of the tax/ penalty payable by him/them under the Himachal Pradesh Taxation (on Certain Goods Carried by Road) Act, 1991 (hereinafter referred to as the said Act) and indemnifying the Government against all loss, costs or expenses which the Government may in any way suffer, sustain or pay by reason of omission, default or failure or insolvency of the above bounden of any person or persons acting under or for him/ them to pay such tax/penalty in the manner and by the time provided by or prescribed under the said Act :

Now the condition of the above written bond is such that if the above bounden, his/their heirs executors, administrators and legal representatives or any person acting under or for all him/them pays the full amount of tax/ penalty

payable by him under the said Act, in the manner and by the time provided by or prescribed under the said Act on demand by any authority appointed by the Government under section 7 of the said Act, such demand to be in writing and to be served upon the above bounden person/ his their heirs, executors, administrators and legal representatives of any person acting under or for him/them in the manner provided by or prescribed under the said Act and shall also at all the times indemnifying and save harmless the Government from all and every loss/ cost or expenses which has been or shall or may at any time or times hereafter during the period in which the above bounden is held liable to pay the tax/penalty under the said Act, be caused by persons of any act, omission, default, failure or insolvency of the above bounden or of any person or persons acting under or for him/ them, this obligation shall be void and of no effect, otherwise the same shall be and remain in full force and it is hereby further agreed that in the event of the death/ partition/ disruption/ dissolution/ winding up or the final cessation of the liability under the said Act or the rules made thereunder, of the above bounden this bond shall remain with the taxing authority or Inspector-in-charge of the check post or barrier for one year from the occurring of any of the events aforesaid for recovering any tax/penalty that may be payable by the above bounden or any loss/cost or expenses that may have been sustained, incurred or paid by the Government owing to the act, omission, fault, failure or insolvency of the above bounden or any person or persons acting under or for him/them of the above bounden's heirs, executors, administrators and legal representatives and which may not have been discovered until after the above bounden's death/partition/disruption/dissolution/winding up or final cessation of his/their liability under the said Act or the rules made thereunder :

Provided always that without prejudice to any other right or remedy for recovering the tax/penalty, loss or damage as aforesaid, it shall be open to the Government to recover the amount payable under this bond as arrears of land revenue or fine imposed by any authority under the said Act.

In witness whereof the said..... (Full name)  
 .....

..... has hereunto set his hand  
 this..... day of .....  
 signed and delivered..... by the above-named in the  
 presence of .....

.....Signature ..... status.

Witness :-

1. ....  
 (Signature with address)

2. ....  
 (Signature with address)

**SURETY BOND**

We (1)

.....

(Name and full address of the sureties)

hereby declare ourselves sureties for the above bounden and guarantee that he/ they shall do and perform all that he/they has/ have above undertaken to do and prefer, and in case of his/ their omission, default or failure therein, we hereby bind ourselves jointly and severally to forfeit to the Government of the Himachal Pradesh (hereinafter referred to as the 'Government'), which expression shall unless excluded by or repugnant to the context includes his successor-in-office and assigns, the sum of rupees..... (amount in figures followed by amount in words) hereinafter referred to as the said sum in which the above bounden has bound himself or such other lesser sum as shall be deemed to be sufficient by the taxing authority or Inspector-in-charge of the check post or barrier in writing to recover any amount of tax/ penalty payable by the above bounden and remaining unpaid and also to recover any loss, damages, cost or expenses, which the Government may sustain, incur or pay by reason of which such omission, default or failure.

And we agree that the Government may without prejudice to any other right or remedies of the Government recover the said sum from us, jointly and severally, as an arrears of land revenue.

And we also agree that neither of us shall be at liberty to terminate this suretyship except upon giving to the taxing authority or Inspector-in-charge of the check post or barrier six calendar months notice in writing of his intention so to demand our/joint and several liability under the bond shall continue in respect of all acts, omissions, defaults, failures and insolvencies on the part of the above bounden until the expiration of the said period of six months.

Signature of sureties in presence of witness.

1. ....(Name and complete address of the witness).

2..... (Signature)

Present Address :

Signature.....

Permanent

Address.....