

My No: III/0266/2/68/L/HA-6
Ministry of Public Administration, Home Affairs,
Plantation Industries and Parliamentary Affairs
Independence Square
Colombo 07. 15th March, 1995

All Secretaries and Heads of Departments

Amendments to The Establishments Code - Chapter XXIV - Salary Loans

Establishments Code is hereby amended by adding the following Sub-Section immediate after Section 7:4 of Chapter XXIV of the Establishments Code.

- 7.4.1. Where an officer has fulfilled all the conditions, but could not find a surety to the limit on deductions, two sureties as qualified above can be produced. The two sureties should sign a bond to pay in equal shares by each of them of the outstanding loan and the interest unpaid by the principal debtor. In this regard the principal debtor should produce suitable sureties.
02. Specimen of form General 158 (a) to be used in this respect is attached to this Circular.

Sgd / R.S. Jayaratne
Secretary
Ministry of Public Administration, Home Affairs,
Plantation Industries and Parliamentary Affairs.

KNOW ALL MEN BY THESE PRESENTS THAT

WEof
presently attached to the Department ofas Principal Debtor (hereinafter called “the Principal Debtor”) and of as Sureties (hereinafter called “the Sureties”) are jointly and severally held and firmly bound unto the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called “the Government”) in the sum of rupees (Rs.) lawful money of Sri Lanka to be paid on demand to the said Government at Colombo for which payment to be well and truly made we do hereby bind ourselves and our respective heirs executors and administrators jointly and severally firmly by these presents.

AND we the said and as sureties as aforesaid hereby bind ourselves renouncing the Beneficium Ordinis Divisionis et Excussionis and all the other benefits privileges and exceptions to which sureties as such are by law entitled, the force and effect of renouncing which have been explained to us by our Attorney-at-Law Mr. and with which we hereby respectively declare that we are now fully acquainted with.

Signed at this day of 199.....

WHEREAS the principal Debtor has obtained a loan from the said Government for the purpose ofon the express undertaking that he would repay the same together with interest thereon atper contum per annum by monthly installments deductible form his salary as an officer in the service of the said Government.

AND WHEREAS we the saidand
have agreed to be sureties for the repayment of the loan obtained as per aforesaid agreement.

Now the condition of the above written bond or obligation is such that if the Principal Debtor shall well and truly repay to the said Government the said sum of money borrowed by him together with interest thereon as aforesaid by monthly installments of Rupees (Rs.) deductible from his salary and in the event of his vacating his said office by reason of dismissal resignation or otherwise the Principal Debtor or his sureties shall pay to the said Government the whole of the balance principal and interest then due and payable by the Principal Debtor under the said loan, then the above -written bond or obligation shall be null and void but otherwise the same shall be and remain in full force virtue and operation.

IN WITNESS WHEREOF the parties have hereunto set their hands at thisday of199.....

.....
Signature of Principal Debtor

Witness to the Signature of Principal Debtor.

- 1.
- 2.

.....
Signature of the First Surety

Witnesses to the Signature of the First Surety.

- 1.
- 2.

.....
Signature of the Second Surety

Witnesses to the Signature of the Second Surety.

- 1.
- 2.

I, Attorney -at-law do hereby certify that the meaning of the expression “Beneficium Ordinis Divisionis et Excussionis” and the effect of renouncing the same were duly explained by me to the within-named sureties before the above written bond was signed by them.

.....
Attorney -at-law

Date :