

दूरभाष : 011-21410540

REGISTERED
Directorate of Pay & Allowances
IHQ MoD (Navy)
Room No. 108
NHQ Annex, Talkatora Stadium
New Delhi 110001

IN
504

PN/0725/Missing Personnel/Policy/21

08 Jul 21

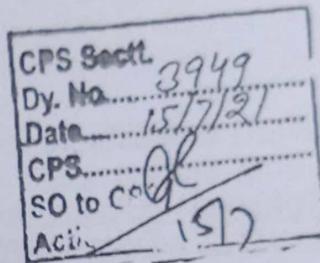
The Flag Officer Commanding-in-Chief
{for CSO(P&A)}
Headquarters, Southern Naval Command
Kochi 682004

The Flag Officer Commanding-in-Chief
{for CSO(P&A)}
Headquarters, Western Naval Command
Mumbai 400001

The Flag Officer Commanding-in-Chief
{for CSO(P&A)}
Headquarters, Eastern Naval Command
Visakhapatnam 530014

The Commander-in-Chief
{for CSO(LA&P)}
Headquarters, Andaman & Nicobar Command
Port Blair 744102

The Commanding Officer
INS India
Dara Shukoh Road, New Delhi 110011



AM DTCS



GRANT OF TERMINAL BENEFITS, FAMILY PENSION AND GRATUITY TO ELIGIBLE
MEMBER OF THE FAMILY OF A NAVAL PERSONNEL/ PENSIONER/
FAMILY PENSIONER REPORTED MISSING

1. Gol, MoD has over a period of time promulgated methodology for grant of terminal and other pensionary benefits to the families of Service Personnel who disappear while in operational and non-operational service and whose whereabouts are not known. It includes those kidnapped by insurgents/terrorists but does not include those who disappear after frauds/crime/desertion etc. These are as follows:-

(a) Gol, MoD letter No.12(16)/86/D(Pen/Sers) dated 03 Jun 1988, 20 Mar 1990, 23 Mar 1992 and 26 Aug 1993.

(b) Gol, MoD letter No.1(1)/2010/D(Pen/Pol) dated 15 Feb 2011.

2. Further, Government of India, Ministry of Defence vide letter No. 1(1)/2010/D(Pen/Pol) dated 23 Dec 14 (not addressed to all) revised these instructions. Benefits to be paid to the Family/NoK/Legal heir as well as methodology, actions and responsibilities of all stakeholders are enumerated in the succeeding paragraphs.

Entitlements

3. **Benefits to be Paid to Family/ NoK/ Legal Heir.** The family/ NoK/ legal heir of Officer/ Sailor will be paid following benefits on receipt of application from the family/ NoK/ legal heir subject to adjustment of outstanding dues in respect of the missing personnel, if any:-

- (a) Amount of Salary (Pay and Allowances) due.
- (b) Leave Encashment.
- (c) DSOP/AFPP Fund balance.
- (d) NGIF/ INBA Grant.
- (e) Family Pension.
- (f) Gratuity.

4. **Subsequent Adjustment of Payment.** The above benefits paid to family/ NoK/ legal heir will be adjusted from the amount due to the individual, if he/she reappears and makes any claim, subsequently.

5. **Reckonable Emoluments.** The benefits to be sanctioned to the family/ NoK/ legal heir of missing Officer/ Sailor will be based on and regulated by the emoluments drawn by the individual as on the last date he/ she was on duty, including authorised period of leave, if any.

6. **Date of Accrual of Family Pension.** Family Pension will accrue from the expiry of leave or the date up to which pay and allowances have been paid or the date of lodging the Police Report, whichever is later. It is to be ensured that Family Pension is not authorised for any period during which payment of Pay and Allowances in respect of missing Officer/Sailor, has been made.

7. **Death Gratuity.** Death Gratuity will be payable not exceeding the amount which would have been payable as Retirement Gratuity, if the person had retired on the date he/ she was reported missing. The difference between Retirement Gratuity and Death Gratuity shall be subsequently payable, after the death is conclusively established, or on expiry of seven years from the date of missing.

Immediate Actions by Various Agencies

8. **Reporting of Absence.** The absence of Officer/ Sailor is to be reported by the Unit, immediately as covered in NO(Spl) 03/2009.

9. **Convening of Board of Inquiry.** A Board of Inquiry is to be convened in all cases of personnel reported missing in accordance with NO(Spl) 03/2009. All available evidence is to be scrutinized including reports of the civil Police of the area. The board, on the basis of the evidence available, is to give its opinion as to whether missing person is to be presumed dead or not. Proceedings are to be forwarded to IHQ, MoD(N)/DPS or CABS as applicable with remarks/ recommendations of Command HQs. *The entire process should be completed within two months of disappearance of the Officer/ Sailor.*

10. Action by IHQ, MoD(N)/ DPS and CABS. On receipt of the opinion of the Board of Inquiry to the effect that a missing person is to be presumed dead, and on completion of all possible investigations, but not later than six months from the date following that on which a person was reported missing, action is to be initiated to presume death for official purposes. However, orders presuming death are to be issued only after six months have elapsed since the date the individual was reported missing. For e.g., the orders for presumption of death in respect of a person reported missing with effect from 01 Jan 2021 is to be issued on or after 02 Jul 21. He is, however, presumed dead with effect from 01 Jan 21.

11. Orders/Certificate Presuming Death. Copies of the orders of the presumption of death when issued by the Competent Authority are to be forwarded to the next-of-kin in the case of Officers by the IHQ MoD (Navy)/ DPS, and in the case of Sailors by CABS, under intimation to IHQ MoD (Navy). A death certificate is to be issued, if required. The presumption of death is also to be notified through N.A. List, in case of officers and through Casualty Report published by CABS in the case of Sailors.

12. Action by Family/ NoK/ Legal Heir. The family/ NoK/ legal heir as admissible will lodge a report with the concerned Police Station and obtain a report that the employee has not been traced after all efforts had been made by the Police. The report may be a First Information Report (FIR) or any other report such as a Daily Diary/General Diary Entry filed by Police authorities concerned as per the prevailing practice in the State/UT.

13. Action on Fresh Evidence. If Bol has declared the Officer/ Sailor absent without leave/ deserter and thereafter fresh facts/evidences subsequently come to light that the Officer/ Sailor declared Absent Without Leave/ deserter is actually missing, then another Bol should be conducted and copy of the same should be forwarded to IHQ, MoD(N)/DPS or CABS as applicable, along with recommendations of Command HQ. On the basis of available facts/ evidences and recommendations of Command HQ, IHQ, MoD(N)/ DPS/ CABS may decide to accept or otherwise to declare the Officer/ Sailor as missing. Accordingly, an intimation needs to be given to the unit with directives not to pursue the case further, based on declaration made by the earlier Bol.

Actions on Completion of Six Months

14. Application to Last Unit. The family/NoK/legal heir as admissible of missing Officer/ Sailor should apply to the last unit/ CRSO for grant of all dues i.e., Family Pension, Gratuity, Pay & Allowances, Leave Encashment, DSOPF/ AFPPF balance and NGIS/ INBA grant, after six months of lodging the Police Report. The family/NoK/legal heir should fill up all the prescribed forms for which required assistance needs to be provided by the CRSO or last unit of the missing officer/ sailor in consultation with IHQ, MoD(N)/DPA, Naval Pay Office and NAVPEN.

15. Forwarding of Documents to NAVPEN by Unit. All relevant documents are to be forwarded to NAVPEN by the last Unit for further processing of pensionary benefits. *It is to be ensured that Gratuity is to be paid to the family/NoK/Legal heir as admissible within three months of the application, failing which interest is liable to be paid.* Due importance therefore needs to be given for timely forwarding of documents to NAVPEN.

16. Action By IHQ, MoD(N)/DNPF. There are certain benefits authorized to family/NoK of missing Officer/ Sailor out of the Naval Non Public Funds i.e. NGIS and INBA. Last unit of Officer/ Sailor is to provide guidance/ assistance to family/ NoK of personnel declared missing in terms NO(Spl) 03/2009 in claiming these benefits.

17. Action by NPO and NAVPEN. On receipt of forms/ documents from the NoKs/ last Unit of the missing personnel following actions are to be undertaken:-

(a) DSOP/ AFPP Fund.

- (i) Scrutinise the application and other documents for correctness and forward the same to PCDA(N)/ IRLA for pre-audit.
- (ii) On receipt of audited documents from PCDA(N)/ IRLA, release the amount to the nominee(s) of missing Officer/ Sailor.
- (iii) Indemnity Bond submitted by the family/NoK/legal heir as admissible (as given in Appendix-I to this letter) is a pre requisite for making these payments. The same is to be retained in the IRLA of the Officer/ Sailor.

(b) Leave Encashment.

- (i) Scrutinise the application and other documents for correctness and forward the same to PCDA(N)/ IRLA for pre-audit.
- (ii) On receipt of audited documents from PCDA(N)/ IRLA, release the amount to the nominee(s) of missing Officer/ Sailor.
- (iii) Payment to be effected only after adjustment of outstanding due/recoveries, if any. NDCs from all agencies are to be actioned before making the payment.
- (iv) Indemnity Bond submitted by the family/NoK/legal heir as admissible (as given in Appendix-I to this letter) is a pre-requisite for making this payment. The same is to be retained in the IRLA of the Officer/ Sailor.

(c) Pension and Gratuity.

- (i) Stoppage of Pay and Allowance to be carried out *wef* the date of missing report. Subsequently, the NPS/ LPP to be generated as on date of missing report for issue of PPO.
- (ii) Scrutinise the forms/documents submitted by family/NoK for Pension and Gratuity for correctness.
- (iii) Process the case with PCDA(N), Mumbai for issue of PPO for Family Pension (Ordinary or Enhanced rate/ Special Family Pension/ Liberalised Family Pension, as applicable) and Gratuity. All such cases are to be processed mandatorily with the indemnity bond submitted by the family/NoK.
- (iv) The disbursement of Gratuity must be made to the family/NoK/legal heir as admissible of the missing Personnel, within a period of 3 months from the date of application forwarded by family/NoK, failing which interest shall be paid at the rates applicable and responsibility for the delay will be fixed.
- (v) The indemnity bond is to be retained with the documents of Officer/ Sailor, after issue of PPO.

18. Action by PCDA (N), Mumbai. On receipt of Family Pension, Gratuity, salary, leave encashment and DSOPF/AFPPF claims in respect of the eligible member of the family of

Naval personnel/pensioner/family pensioner reported missing in concerned section of PCDA(N), necessary audit of each claim shall be carried out keeping in view points as contained in GoI, MoD letter dated 23 Dec 14 and PCDA (P), Allahabad Circular No.538 dated 06 Feb 15 (copies enclosed):-

- (a) The family has lodged a report with the concerned Police Station and obtained a report from the Police, that the Naval personnel/pensioner/family pensioner has not been traced despite all efforts made by them. The report may be First Information Report or any other report such as Daily Diary/General Diary entry, filed by police authorities concerned, as per practice prevalent in State/UT.
- (b) An Indemnity Bond has been taken from the nominee/dependents of the Naval personnel/ pensioner/ family pensioner indemnifying against over payment, if any.
- (c) In case of missing Naval personnel, Family Pension, at the Ordinary or Enhanced rate, as applicable will accrue from 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.
- (d) In case of a missing pensioner/family pensioner, it will accrue from the date of Police report or from the date immediately succeeding the date till which pension/family pension had been paid, whatever is later.
- (e) Retirement gratuity will be paid to the family within three months of the date of application. In case of any delay, interest shall be paid at the applicable rates and responsibility for the delay shall be fixed. The difference between 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 from the date of the Police report.
- (f) Before sanctioning the payment of gratuity, NPO (for SSC Officers)/ NAVPEN (for PC Officers and Sailors) will assess all government dues outstanding against the Officer/ Sailor/ pensioner and effect their recovery in accordance with instructions in force.
- (g) The amount of salary due, Leave encashment due and the amount of DSOP/AFPP Fund will be paid to the family in the first instance as per the nominations made by the naval personnel on filing the police report and submission of Indemnity Bond.
- (h) The benefits to be sanctioned to the family/nominee of the missing Naval personnel/ pensioner will be based on and regulated as per the emoluments drawn by him/her as on the date he/she was on duty, including authorised period of leave.
- (i) In the case of missing pensioners, Family Pension at the rates indicated in the PPO will be payable and authorized by the Pension Sanctioning Authority i.e. PCDA(N), Mumbai. Where PPO does not contain this information, the Pension Sanctioning Authority will take necessary action to sanction the Family Pension as due.
- (k) Formats of separate indemnity bonds to be used in the case of missing Armed Forces personnel, missing pensioner and missing family pensioners are placed at Appendix I, II & III of the draft letter.

19. Conclusion. Undue delay in payment of Terminal benefits cause avoidable hardships to the families of Officer/Sailor who are missing. Thus, it becomes the duty of all stakeholders involved in the process of grant of Terminal benefits, including pensionary benefits to be swift in their actions to ensure timely payment to the family/ NoK/ legal heir of missing Officer/ Sailor.

20. It is requested that this policy be widely disseminated.

neeraj malhotra

(Neeraj Malhotra)
Commodore
Cmde (P&A)

Encl:- As stated

Copy to:-

The Chief of Integrated Staff Committee
HQIDS, South Block, New Delhi 110011

Project Director, ATV Project,
Rao Tula Ram Marg, New Delhi 110010

The Director General, Project Sea Bird,
West Block-V, RK Puram, New Delhi 110066

The Chief Hydrographer
National Hydrographic Office, Dehradun 248001

The Commandant, NDC
Tees January Marg, New Delhi 110011

The Commandant, Indian Naval Academy
Ezhimala, Kerala 670310

The Director General, WESEE,
RK Puram, New Delhi 110066

The Flag Officer Commanding
Western Fleet, Mumbai 400001

The Flag Officer Commanding
Eastern Fleet, Visakhapatnam 530014

The Flag Officer Commanding,
Goa Naval Area & Naval Aviation, Goa 403802

The Naval Component Commander (NAVCC)
C/o Navy Office, Haddo, Port Blair 744102

The Principal Controller of Defence Accounts
No 1 Cooperage Road
Mumbai 400023

The Logistics officer-in-Charge
Naval Pension Office
Mankhurd, Mumbai 400088

The Logistics Officer-in-Charge
Naval Pay Office,
SB Singh Road,
Mumbai – 400023

The Commodore
Bureau of Sailors, INS Tanaji,
Mankhurd, Mumbai – 400088

The Commanding Officer
INS Hamla, Marve Malad, Mumbai – 400095

INTERNAL:-

NA/ CNS

NA/ VCNS

SO/ DCNS

TA/ COM

SO/ COP

ACOP(AC)

Copy to:-

All DGs/ Controllers

✓ All APSOs

INDEMNITY BOND
[In the case of missing Officer/ Sailor]

KNOW ALL MEN by these presents that we (a).....(b) the wife/son/brother/nominee etc. of (c)....., who was holding the Rank of....., in the Unit of....., is reported to have been missing since.....(hereinafter referred to as Missing Government Servant) and (d).....son/wife/daughter of Shri....., resident of....., andthe sureties for and on behalf of the Obligor (hereinafter called "the Sureties") are held firmly bound to the President of India (hereinafter called "the Government") in the sum of Rs.....(Rupees.....) equivalent of the amount on account of payment of salary, leave encashment, DSOP/ AFPP Fund, Retirement/death 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 @.....% per annum, 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 this _____ day of _____ two thousand and _____.

WHEREAS (c)..... was at the time of 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 the day 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) DSOP/ AFPP Fund 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 Dearness Relief thereon to the obligor upon and the sureties entering into a Bond in the abovementioned sum to indemnify the Government against all claims to the amount so due to the aforesaid missing service person.

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 employee 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 dearness relief together with simple interest @ % 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 set 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 the 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.

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 President of India 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

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. It is 6% per annum on the date of issue of this letter.

INDEMNITY BOND
[In the case of missing Pensioner]

KNOW ALL MEN by these presents that we (a).....(b) the widow/son/brother/nominee etc. of (c).....who had retired from the post ofin the Unit ofand who was in receipt of pension fromis 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 ofandSon/wife/daughter of Shriresident ofthe sureties for and on behalf of the Obligor (hereinafter called "the Sureties") are held firmly bound to the President of India (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 representative, successors and assigns by these presents'.

Signed this day of two thousand and

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

AND WHEREAS the said (c) disappeared on the day 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.....(Rupeesonly) 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.....) and Dearness Relief thereon to the obligor upon the Obligor and the sureties entering into a Bond in the abovementioned 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 pension and dearness relief together with simple interest @ % per annum and shall, other wise, 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 set 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 the 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.

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 President of India 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

(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. It is 6% per annum on the date of issue of this letter.