



Institute of Actuaries of India

Statutory body established under an Act of Parliament

Unit No. F-206, 2nd Floor, F Wing, Tower II, Seawoods Grand Central,
Plot no R-1, Sector 40, Nerul Road, Navi Mumbai - 400706
+91 22 6243 3333 +91 22 6243 3322

EXPRESSION OF INTEREST FOR ENGAGEMENT OF ADVOCATES ON RETAINERSHIP AND FOR EMPANELMENT

Legal: 2020-21

Date: 30th January 2020

Important Date & Information		
1.	EOI Publish Date	30 th January 2020
2.	Format of bid submitted	Hard copy
3.	Last Date for seeking clarifications, if any	06 th February 2020
4.	Uploading of clarifications/ reply to Pre-bid queries on the IAI Website:	11 th February 2020
5.	EOI Validity	90 days from the date of submission
6.	Last Date of Submission of Applications	21 st February 2020
7.	Address for submission of Applications	Executive Director Institute Of Actuaries Of India Unit no. F-206, 2nd Floor, "F" Wing in Tower 2, Seawoods Grand Central, Plot no R-1, Sector 40, Seawoods, Near Seawoods Railway Station, Navi Mumbai - 400 706
8.	Contact details	Mr. Yogesh Pandit, Compliance Officer, Email ID:- compliance@actuariesindia.org Phone No. +91 - 22 - 62433350
9.	Institute's Website	http://www.actuariesindia.org/

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EXPRESSION OF INTEREST FOR ENGAGEMENT OF ADVOCATES ON RETAINERSHIP AND FOR EMPANELMENT

1. The Institute of Actuaries of India (IAI) is a statutory body established under The Actuaries Act 2006 (35 of 2006) for regulation of profession of Actuaries in India. The provisions of the said Act have come into force from 10th day of November 2006, in terms of the notification dated 8th November 2006, issued by the Government of India in the Ministry of Finance, Department of Economic Affairs.
2. Whereas all precautions are taken by the IAI in regulation and development of profession of Actuarial Science and its functioning, there are situations where IAI's viewpoint is not appreciated by its stakeholders and persons dealing with it, and feeling dissatisfied, resort to litigation and go to the courts for adjudication.
3. In order to avail legal services in the court cases and day to day advice on the matters having legal implications, IAI proposes to have on its record, a panel of Advocates for representing IAI and its organs before Supreme Court/all High Courts/District Courts and other judicial and quasi – judicial authorities all over the country and for rendering advice on various issues/matters involving legal interpretation/ implications. The complete details along with the guidelines for the same are available on the website of the Institute. The interested applicants may submit their applications in the specified format given in the Annexure –I, by 21st February 2020.

Date: 30th January 2020


Executive Director



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PRESCRIBED DETAILS AND GUIDELINES REGARDING EMPANELMENT OF ADVOCATES/ADVOCATES-ON-RECORD FOR SUPREME COURT OF INDIA/ ALL HIGH COURTS/ LOWER COURTS OF DELHI AND MUMBAI. ADVOCATES ON RETAINERSHIP BASIS FOR MUMBAI

1. Eligibility, Qualification & Experience:

1.1 The Advocate should have a Bachelor degree in law from a recognized university and registration with the Bar Council. LLM is desirable.

1.2 The Advocate should have professional experience of court practice for not less than 10 years (may be read as 05 years for Advocate-on Record) in the respective court for which empanelment is sought, in various fields of laws especially in the areas of those concerning Constitutional law, Service law/ labour law, contract law, Commercial law, property laws, IPR laws, arbitration, disciplinary matters, RTI and Taxation etc.,

1.3. The Advocate should have his own office at the location from where he would like to empanel himself.

1.4 The Advocate should have good communication, representation, drafting and analytical skills.

The applicant advocates shall enclose the documentary proof of fulfilling the eligibility criteria along with application.

2. Terms of Appointment:

2.1 The term of appointment of the Advocates shall be for a period of three years and renewable for another period of three years on the mutually agreed terms and conditions subject to satisfactory performance/handling of cases of the IAI. The engagement of the Advocates on retainership basis may be terminated at any time by the appointing authority after due notice without assigning any reason. The empanelment shall not confer as right. The allocation of cases / opinion work shall be solely at the discretion of the Institute of Actuaries of India (herein after referred to as 'the IAI'). Upon termination or non-renewal of empanelment, as the case may be, the Advocate shall return the brief/(s) allocated to him to IAI along with all documents/records connected thereto with no objection certificate.



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3. Categories of Cases

3.1 Court matters

Category-I Important Matters: Cases where any enactment, notification or any order and / or any Judgment that would affect the Actuaries Act, 2006, Rules or Regulations made there under and where any adverse decision may have serious consequences for the Actuarial profession and/or the IAI.

Category-II Ordinary Matters: Cases where the petitioner has impleaded IAI as one of the respondents and IAI has only to furnish certain facts/records to the Court/authority.

Category-III Performa Matters: Cases where IAI is impleaded as one of the respondents, but no relief is sought from it.

Category IV Criminal matters: Criminal cases filed against and / or on behalf of the IAI.

Category-V Appeal Matters and Tribunals: Cases filed before Appellate Authority under Section 32 of the Actuaries Act, 2006 against the orders passed by Council against its members.

Other Matters

Category-VI Arbitration matters: Matters wherein the arbitration clause of the agreement/ contract is invoked by the IAI and / or the other parties to the arbitration agreement.

Category-VII Legal Opinion: Legal Opinion in matters where the Council of the IAI or any Committee or any Department deems fit, matters wherein the provisions of the Actuaries Act, 2006, Rules or Regulations made there under require interpretation, matters of importance to the profession of Actuaries and/or the IAI, matters wherein monetary liability of the IAI may arise, matters in relation to interpretation of any statute that may affect IAI and scrutiny and examination of title search reports & connected documents of immovable property and legal opinion on the title/ownership over the same, in respect of properties proposed to be purchased by the IAI for its Offices/ROs/Chapters.

Category-VIII Deeds and Documents: Drafting of Templates /Vetting of deeds and documents including, but not limited to, tenders, LOI, request for proposals, expression of interest SLAs pre-qualification bid document, agreements, MOUs, conveyance deeds, etc. or any other matters.



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Schedule of fees:

A. Supreme Court of India

Service to be rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal matters
Appearance at the time of i. admission (per day per case) ii. Final (per day per case) iii. Miscellaneous applications (per case) iv. non-effective (per day per case)	Rs. 18,000/- Rs.25,000/- Rs.10,000/-	Rs 15,000/- Rs 18,000/- Rs 6000/-	Rs 8,000/- Rs 8,000/- Rs 4000/-	Rs. 15,000/- Rs.20,000/- Rs10,000/-
Preparation And filing of Writs, Other petitions, SLP, Appeals, original suits, Counter Affidavit etc.	Rs. 3000/- Rs 12,000/-	Rs 2500/- Rs.10,000/-	Rs 2000/- Rs.8,000/-	Rs3000/- Rs.12,000/-
Preparation and filing of additional affidavit/ Misc. application, Replies and other pleadings.	Rs 6,000/-	Rs 6,000/-	Rs 6,000/-	Rs 6,000/-
Settling of pleadings	Rs 10,000/-	Rs 8,000/-	Rs 5,000/-	Rs 10,000/-
Conference Charges for first two hours and thereafter @ Rs. 1,100/- per hour or part thereof	Rs. 2100/-	Rs 2100/-	Rs 2100/-	Rs 2100/-
Misc. Expenditures and Clerkage	Actuals and Clerkage 10% of professional charges	Actuals and Clerkage 10% of professional charges	Actuals and Clerkage 10% of professional charges	Actuals and Clerkage 10% of professional charges

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B. High Courts/ Benches/NCDRC, CIC, NCLT, NCLAT/Other Equivalent Tribunals.

Service to be rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal matters
Appearance at the time of				
i. admission (per day per case)	Rs 10,000/-	Rs 6,000/-	Rs 3,000/-	Rs 10000/-
ii. Final (per day per case)	Rs 18,000/-	Rs 12000/-	Rs 6,500/-	Rs 15,000/-
iii. Miscellaneous applications (per case)	Rs 6,000/-	Rs 5,000/-	Rs 3,000/-	Rs 6,000/-
iv. non-effective (per day per case)	Rs 3000/-	Rs 1100/-	Rs 1100/-	Rs 3000/-
Preparation And filing of Writs, Other petitions, SLP, Appeals, original suits, Counter Affidavit etc.	Rs 10,000/-	Rs 8,000/-	Rs 5,000/-	Rs 6,000/-
Preparation and filing of additional affidavit/ Misc. application, Replies and other pleadings.	Rs 5,000/-	Rs 3,000/-	Rs 2,500/-	Rs 5000/-
Settling of pleadings	Rs 6000/-	Rs 5000/-	Rs 3000/-	Rs 6000/-
Conference Charges for first two hours and thereafter @ Rs. 1,100/- per hour or part thereof	Rs 2100/- for first two hours and thereafter	Rs 1100/- for first two hours and	Rs 1100/- for first two hours and	Rs 2100/- for first two hours and thereafter



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Service to be rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal matters
	Rs. 1,100/- per hours or part thereof.	thereafter Rs. 5,50/- per hours or part thereof.	thereafter Rs. 5,50/- per hours or part thereof.	Rs. 1,100/- per hours or part thereof.

C. Commission(s)/Consumer Forum(s)/ District Courts

Service to be rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal matters
Appearance i) Effective:	Rs. 5000/-	Rs 4000/-	Rs 3000/-	Rs 5000/-
ii) Non-effective:	Rs 2,000/-	Rs 2,000/-	Rs 2,000/-	Rs 2,000/-
Preparation and filing of suits, appeals Counter Affidavit rejoinder affidavit	Rs 4,500/-	Rs 3,500/-	Rs 3,500/-	Rs 4,500/-
Preparation And of additional affidavit/ Misc. application, Replies and pleadings.	Rs 2,500/-	Rs 2,000/-	Rs 2,000/-	Rs 2,500/-



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Service to be rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal matters
Conference charges/day	Rs 1100/- for first two hours and thereafter Rs. 800/- per hour or part thereof.	Rs 2100/- for first two hours and thereafter Rs. 1,500/- per hour or part thereof.	Rs 2100/- for first two hours and thereafter Rs. 1,800/- per hour or part thereof.	Rs 2100/- for first two hours and thereafter Rs. 1,100/- per hour or part thereof.
Hotel stay expenses	Equivalent to Executive Director in the IAI depending upon the seniority of the Advocate concerned.			
Outstation conveyance				
Misc. expenditure and clerkage	Clerkage 10% of professional charges	Clerkage 10% of professional charges	Clerkage 10% of professional charges	Clerkage 10% of professional charges

CATEGORY –V, Appeal matter, Tribunals or other Authorities:

Service	Fees
Appearance at the time of i. Admission (per day per case) ii. Final(per day per case) iii. Miscellaneous Applications (per case) iv. non-effective	Rs 5000/- Rs 10,000/- Rs 5,000/- Rs 2,000/-
Preparation and filing of replies, affidavits, additional affidavit/ Misc application, Replies and other pleadings etc	Rs 5000/-
Conference charges/day	Rs 1100/- for first two hours thereafter Rs. 550/- per hour or part thereof.
Fees for outstation excluding NCR	Rs. 6000/- per day



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Service	Fees
Hotel stay expenses	Equivalent to Executive Director in the IAI depending upon the seniority of the Advocate concerned.
Outstation conveyance	Equivalent to Executive Director in the IAI depending upon the seniority of the Advocate concerned.
Misc. Expenditure and clerkage	Actuals and Clerkage 10% of professional charges

'Effective Hearing' shall mean a hearing in which either one or both or all the parties involved in a case are heard by the court. If the case is only mentioned and adjourned or only directions are given or judgment is pronounced, it would not constitute an effective hearing for the purposes of these guidelines but as non-effective hearing.

E. Category- VII Fees for Legal Opinion

For written legal opinion on various documents and other issues related to IAI, including disciplinary matters related to employees and members of the Institute an amount of Rs.10,000/- will be paid for each of the opinion(s) in addition to typing charges on adhoc basis and clerkage @ 10%. In exceptional cases, the fee for providing legal opinion shall be the mutually agreed professional charges with the approval of the competent authority of the IAI

F. Category- VIII- Fees for drafting of templates, Vetting of Title Documents, Deeds, MOUs Agreements and other Documents:

For drafting of templates, Vetting of Title Documents, Deeds, MOUs Agreements and other Documents and due diligence in respect of immovable property including but not limited to tenders, request for proposals, expression of interest, pre-qualification bid document, agreements, LOI,, conveyance deeds etc. alump sum amount as mutually agreed shall be paid to the Advocate subject to the maximum amount as given below:



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Subject matter involving financial(s)	Fees
Up to 20 Lakhs	Rs. 10,000/-
Between 20 Lakhs and 50L	Rs. 15,000/-
Between 50 Lakhs and 1 Crore:	Rs. 20,000/-
Between 1 Crore to 10 Crores	Rs. 25,000/-
Between 10 Crores to 20 Crores	Rs. 35,000/-

In case the legal vetting of the aforesaid documents/ deeds title documents and due diligence in respect of immovable property is to be get done through senior advocate. The professional charges for the same shall be as mutually agreed with the senior and with the approval of the competent authority.

G. Increment of fee Schedule

The Schedule of fees as indicated above for the Advocates on retainership basis and on panel shall be subject to revision after the expiry of two years from the date of engagement, by maximum of 15% with the approval of the competent authority of the IAI

4. General Terms & Conditions:

4.1 Two or more cases substantially identical/similar questions of law or facts are involved and where the main difference is in the names, position, addresses of the parties concerned, amount of money involved etc., where the common or identical Judgment are delivered irrespective of the fact whether all the cases are heard together or not, the Advocate shall be paid the full fee in the main case and 50% of the fee in each of the connected case.

4.2 If more than one matter of similar nature is listed in the same court on the same day, the Advocate shall be paid full fee as entitled in the first case and 50% of



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the fee as entitled in each of the other cases.

- 4.3 Effective hearing for the purpose of claiming appearance fee in a case means a hearing in which one or both the parties involved in a case are heard by the court. If the matter is called in its turn and the Advocate is present to represent the IAI and the Court/Tribunal listens to the submissions made by him or by other side or by both and if, thereafter, the Court/Tribunal adjourns the matter, that will be an effective hearing. If the case is mentioned and adjourned or only directions are given or only judgment is delivered by the Court/Tribunal, it would not constitute an effective hearing but will be termed as non-effective hearing.
- 4.4 No fee will be paid in cases which were got adjourned by the Advocate without the directions from IAI and / or on his personal grounds / difficulty.
- 4.5 Only one set of fee shall be payable on behalf of all the parties involved from the IAI .
- 4.6 If a senior advocate of extra ordinary repute is engaged to defend/contest any case for the Institute, his charges will be negotiated in advance and prior approval of the competent authority will be taken before such engagement.
- 4.7 In any case if more than one lawyer (excluding Senior Advocate) is engaged in Supreme Court/High Court, in that case main lawyer will receive the charges as indicated herein above and assisting lawyer will be paid @ 50% of the fee paid to main lawyer.
- 4.8 If the Advocate is required to go out of town in connection with the High Court case, he will be entitled to claim TA/DA as applicable to the officers of IAI at the level of Joint Director/ Director depending upon the seniority of the Advocate concerned.
- 4.9 No Conference/Opinion charges shall be paid if discussion /meeting is held with lawyer in a matter related to on-going case in any of courts in which that lawyer is engaged as an Advocate of the IAI. However, if he is called to IAI Office for discussion/meeting/conference, he shall be entitled to claim TA/DA as applicable to the officers of IAI at the level of Executive Director depending upon the seniority of the Advocate concerned.
- 4.10 The Advocate will have the right to do his private practice, which should not, however, interfere with the efficient discharge of his duties as an Advocate on retainership basis for IAI. The Advocate shall not advise any party in or accept any case against IAI in which he has appeared or is likely to be called upon to appear or advice or which is likely to affect or lead to litigation against the IAI.
- 4.11 The efficiency, competency and integrity are the criteria for appointment as IAI'S Advocate ON RETAINERSHIP or empanelment with the IAI. The Advocate should be agreeable to Institute's all terms and conditions indicated in this EOI regarding payment of fees, charges, submission of pleadings / petitions etc. for approval to the IAI and other
- 4.12 The IAI's Advocates on retainership basis/empaneled Advocates shall not use



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Institute's name, symbol etc. on their letterhead, signboard, nameplates, pamphlets, etc., such as 'Legal advisor to IAI' / 'Advocate for IAI', etc.

5. EMPANELMENT OF ADVOCATES ON RETAINERSHIP BASIS

Appointment of Advocates on Retainership basis:

- 5.1 The Institute shall empanel 1 (one) Retainer Advocates having minimum of 10 years Post Qualification experience of practice at various courts at Mumbai on fixed yearly Retainership fees of Rs. 1,24,000/- (Rupees One Lakh Twenty Four Thousand only). The Annual Retainership Fee shall be paid by the IAI in two equal instalments of Rs. 62,000/- each on 1st April and 1st October each year.
- 5.2 In case the retainer Advocate is required to go out station in connection with the Court case, he shall be entitled to claim TA/DA as applicable to the officers of IAI at the level of Joint Director / Director depending upon the seniority of the Advocate concerned.
- 5.3 The Retainership fees shall be revised maximum by 15% on the expiry of two years with the approval of two competent authority of the IAI subject to satisfactory performance.
- 5.4 The Retainer Advocate shall be required to visit the head office of the Institute minimum 3 days a week after the court hours, as and when required. In case of any urgency, he may be required to visit at timings as mutually agreed. He shall be paid a consolidated sum of Rs. 1,000/- (Rupees One Thousand only per visit for reimbursement of conveyance charges.
- 5.5 The term of appointment of the Retainer shall be for a period of three years and renewable for another three years and so on subject to satisfactory performance/handling cases of the Institute and approval of the competent authority. The appointment of the Retainer may be terminated by the appointing authority without assigning any reason with prior notice of one month. The empanelment shall not confer as right. The allocation of work shall be at the sole discretion of IAI.
- 5.6 The Advocate should have his own office at Mumbai.

6. Scope of Work of Advocate on Retainership:

- 6.1 Rendering Legal Advice (oral & written) to the IAI as and when required, including disciplinary matters pertaining to employees and members of the Institute.



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- 6.2 Scrutiny and examination of title documents search reports & connected documents of immovable property and legal opinion on the validity of title/ownership over the same.
- 6.3 Drafting and sending legal notices, show Cause Notice etc. on behalf of IAI and replies to the legal notice/ show cause notices, if any, received by IAI.
- 6.4 Drafting/Vetting of deeds, MOUs SLAs, and other document etc.as and when required by any Department of IAI
- 6.5 Representing IAI in matters before Appellate Authority constituted under Section 22 E of the Company Secretaries Act, 1980 as and when required.
- 6.6 Representing IAI in matters covered under Category II & Category III matters in Mumbai region as and when required.
- 6.7 Assisting and briefing Senior Advocates appointed by IAI in any matter.
- 6.8 Attending conferences with Advocates on behalf of IAI and with Senior Management of Institute as and when required.
- 6.9 Vetting of pleadings, counter affidavits, replies etc. to be filed by IAI in some matters before the Court/ Tribunals/ Commissions/ judicial/ quasi-judicial authorities etc. as and when required.
- 6.10 Keeping the IAI informed of the important developments in cases from time to time, particularly with regard to settling of drafts, filing of papers, dates of hearing of cases , supplying of copies of judgments etc.
- 6.11 Any other work of legal nature assigned from time to time.
- 6.12 In addition to retainership fee, the retainer Advocate shall also be entitled to the payment of professional fees as per the schedule of fees mentioned in para 3 above in respect of the cases that will be assigned, references made to him for providing legal opinion and for rendering services of the nature mentioned except in the cases of oral advice when no additional payment shall be made.
- 6.13 Attending meeting of Internal Committees of IAI or Council as and when required.

7. EMPANELMENT OF ADVOCATES FOR CASE TO CASE BASIS

7.1 The IAI shall empanel 5(Five) in Mumai and 1(one) each in Mumbai Advocates having minimum of 10 years Post Qualification experience of practising at various courts in respective metros.

7.2 In case the empanelled Advocate is required to go out of place of appointment in connection with the Court case, he will be entitled to claim TA/DA as applicable to the officers of Institute at the level of Joint Director/ Director depending upon the seniority of the Advocate.

7.3 The empanelment shall be for a period of three years and renewable for another three years and so on subject to satisfactory performance/handling of cases of the Institute with the approval of the competent authority. The empanelment of



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Advocate may be discontinued at any time by the Institute without assigning any reason. The empanelment shall not confer as matter of right the assignment of cases of IAI. The allocation of work shall be at the sole discretion of IAI.

8. PAYMENT:

- 8.1 The bills shall be submitted to IAI in triplicate along with Gist of proceedings, or a copy of order/ judgment where it is necessary in case the claim is for appearance fee. In the case of claim being for an opinion sought by the IAI, a copy of the reference letter should be enclosed.
- 8.2 The claim for reimbursement of expenditures for outstation conveyance, boarding & lodging shall be settled on production of tickets and hotel bills.
- 8.3 IAI will make payments of all bills within a period of one month from its submission if the bills are complete in all respects.
- 8.4 The payments would be made subject to TDS as applicable from time to time.

9. Confidentiality of Information

9.1 During the term of the agreement / empanelment and thereafter, any IAI's Confidential Information received by the Law Firm, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to any other without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the Law Firm shall promptly notify the IAI in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

10. TERMINATION

- 10.1 Either party may terminate Retainership Empanelment Agreement by giving a two months' notice in writing to the other party for termination of agreement.
- 10.2 The IAI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one month notice in writing in case Retainer Advocate fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Retainer Advocate.



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10.3 Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Retainer Advocate during the period of termination notice and the same must be satisfied before agreement is terminated. The IAI may also put in place any other Advocate for carrying out the remaining work.

11. General Terms & Conditions for Retainer Advocate/ Empanelled Advocate:

- 11.1 The Advocate will take necessary steps to protect the interest of IAI in matters entrusted to him from time to time.
- 11.2 Engagement does not confer any right or claim that the retainer Advocate shall alone be entrusted with the work of IAI.
- 11.3 The Institute may, at any time, at its discretion, withdraw from the retainer Advocate any proceedings/matter/brief.
- 11.4 The Advocate shall keep the Institute informed regarding the developments in the matters entrusted to him.
- 11.5 In case more than one Advocate is engaged, the Institute will allocate the work and assign the cases amongst them.
- 11.6 Professional fee are exclusive of applicable statutory taxes, levies, charges, surcharges etc.
- 11.7 All selected advocates automatically agree with IAI for honouring all aspects of fair trade practices in executing the works assigned by IAI.
- 11.8 The legal support to IAI will be provided throughout the country and the period for which the support is required will be indicated by IAI from time to time.
- 11.9 The retainer Advocate shall not use Institute's name or symbol, logo on his letter heads, sign boards name plates etc.

12. REMOVAL OF DIFFICULTY:

In the matter of implementation of these guidelines, if any doubt or difficulty arises or doubt regarding the interpretation of any of the clause of these guidelines, the same shall be placed before the Executive Director or President of the IAI and the decision of Executive Director or President there upon shall be final.

13. SELECTION PROCEDURE:

13.1 All desirous Advocates fulfilling the eligibility criteria shall submit their applications for retainership empanelment available on the website within 30 days



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of the advertisement for consideration of their candidature for the said empanelment. Applications received after stipulated date and time shall not be entertained.

13.2 Incomplete applications shall be rejected out rightly. Please note that all the information as required needs to be provided.

13.3 During evaluation of the applications, the IAI may at its discretion, ask the applicant for clarification and the same has to be provided within the time period i.e. minimum one day OR as specified by the IAI and in case of a default it will be deemed that applicant has no clarification to submit and the application is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing.

13.4 The applications received will be short listed. The Institute reserves the right to decide the criteria of short-listing.

13.5 The short listed Advocates shall be called for interaction and intimation in this regard will be communicated as per correspondence address or email provided by the Advocate(s). Advocate(s) shall be required to submit their 2 recent passport size photos and certified copies of the credential documents and certificates along with the duly signed hard copy of the online form submitted by them and also produce their originals at the time of interaction for verification. No TA/DA will be admissible for attending the said interaction.

13.6 The acceptance of application shall rest with the IAI. The Institute reserves the right to postpone or cancel the process of Empanelment. The application submitted by any Advocate will not bind the Institute to necessarily consider him/her for empanelment.

13.7 The IAI shall have the right to assess the competencies and capabilities of the applicant by going through the credentials given in the application and on the basis of such credentials. The IAI may reject the candidature of the Applicant without assigning any reason. The IAI reserves the right to accept or reject any application without assigning any reason whatsoever and decision of the IAI in this regard shall be final.

The Application Format is given in the Annexure-I.



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+91 22 6243 3333 +91 22 6243 3322

Affix Passport Size
Photo

Annexure-I

APPLICATION FORMAT FOR EMPANELLEMENT OF ADVOCATES & RETAINERSHIP

(Please strike out which is not required,

**RETAINERSHIP/EMPANELLEMENT) (in case of Empanelment, for
which city-)**

1) Name in Full (In BLOCK LETTERS) _____

2) Father's Name _

3) Date of birth, _
Age (as on date of application) _

4.) Address:
(a) Correspondence: _

(b) Permanent: _

(c) Tel. _____ No.

(d) Mobile _____ No.

(e) email _____ id:

5) Applying for: _

6). Educational qualifications in reverse chronological order:



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Name of University/Equivalent Institution	Degree	Year of Passing	Percentage of marks obtained

Enclose self attested copies of Certificate

7) Date of Enrolment, Name of Bar Council: _____

(Enclosed attested copy of enrolment certificates) _____

8) Period of practice _____

9) Present Occupation/Profession/Service _____

10) Professional Income/Emoluments for the last three years (year wise) _____

11) Details of Experience/practice _____

12) Area of practice _____

13) Specialization, if any (constitution/taxation/service/civil/criminal etc.)

The details of a few important cases the advocate has dealt with/handled and reported judgement if any.

14) Whether Central/State Govt. Counsel/pleader (indicate period)

15) Brief list of clients e.g. Govt./organizations/Institutes or Autonomus body/PSUs

(Enclose the documentary evidence)

15) The courts where the Advocate is regularly practising
(Enclose attested copy of Bar Association Membership Certificate)

16) Date of enrolment as an Advocate – on – record of the Supreme Court and Registration No.



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17) Income Tax PAN number (Enclose Copy of PAN Card)

18) A brief note on suitability for empanelment or Retainership. (Separate page may be attached)

I declare that I have never been penalized by any Bar council in any Disciplinary Proceedings. I also undertake to maintain absolute secrecy about the cases of the Institute as required under the Act, rules and Regulations made thereunder.

Signature of Advocate

Address(office & residence/chamber)

Tel. No.

Mob. No.

Fax No. & E-mail IDs



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Disablements:

Disablements on the part of the Advocate shall mean and include any of the following:

- (i) Giving false information in the application for empanelment;
- (ii) Handing over the brief or matter to another advocate without prior written Permission of the Institute;
- (iii) Failing to attend the hearing of the case without sufficient reason and prior information;
- (iv) Not acting as per the Institute's instructions or going against specific instruction;
- (v) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- (vi) Misappropriation of the Institute's funds or earmarking, using the same towards his fee without Institute's permission.
- (vii) Threatening, intimidating or abusing any of the Institute's employees, officers, or representatives.
- (viii) Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/ appeal related to Institute without permission.
- (ix) Committing an act tantamounting to contempt of court of professional misconduct;
- (x) Conviction of the Advocate is any offence resulting into arrest of detention or disbarment by the Bar Council;
- (xi) Passing on information relating to the Institute's case on to the opposite parties or their advocates which is likely to cause damage to the Institute's interest;
- (xii) Giving false or misleading information to the Institute relating to the proceedings of the case; and
- (xiii) Frequent adjournment being obtained or not objecting the adjournment moved by other party without sufficient reason;

Empanelment shall be liable to be cancelled due to occurring of any of the above disablements on the part of the Advocate.

Notwithstanding anything stated herein above, the Institute reserves its right not to empanel any advocate even on fulfilling the eligible criteria or postpone or cancel the process of Empanelment or terminate the empanelment of any advocate at any time for the Institute without assigning any reasons in this regard.