

**GUIDELINES FOR EMPANELMENT OF ADVOCATES IN PUNJAB
INFRASTRUCTURE DEVELOPMENT BOARD (PIDB).**

The following guidelines are hereby framed to provide the manner and to regulate the procedure of empanelling the Advocates to represent and assist the **Punjab Infrastructure Development Board** before various Courts, Tribunals and Forums and Monitoring the Cases. These guidelines shall be implemented with effect from _____. The Advocates willing to get empanelled and committed to the terms and conditions herein under shall submit the applications in the format as specified in **Annexure-A**

1. Definitions

- (i) 'Advocate' means an Advocate, entered in any roll of Advocates under the provisions of the Advocates Act, 1961 and shall include the empanelled Advocate.
- (ii) 'Board' shall be **Punjab Infrastructure Development Board (PIDB)**
- (iii) 'Competent Authority' shall be Managing Director (PIDB).
- (iv) 'Court' shall mean and include Supreme Court, High Courts, Subordinate Courts or Tribunals including VAT, Income Tax and other Tribunals, commissions, authorities, etc.
- (v) '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 matter is called in its turn and the Advocate is present to represent Board and the Court/Tribunal/Forum listens to the submissions made by him or by other side or by both and if, thereafter, the Court/Tribunal/Forum adjourns the matter, that will be treated as effective hearing. 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 purpose of these guidelines but as non-effective hearing.
- (vi) 'Similar Cases' shall mean two or more cases in which identical or substantially similar questions of law or facts are involved.

2. General

- (i) The size of the panel and number of Advocates in panel of the Board shall be determined by the Competent Authority from time to time based on the requirement and quantum of work.
- (ii) Notwithstanding such empanelment, Board shall be free and without any restriction to assign cases/legal work in some important matter to any other legal professional or Advocate who is not empanelled by it at the rates decided by the Competent Authority.
- (iii) Empanelment will only confer a right to be considered for legal work, if any, and not bind the Board to award or give work to any Advocate, so empanelled, at any point of time during the period for which Advocate is empanelled.
- (iv) The allocation of cases/legal work shall be at the sole discretion of Competent Authority.
- (v) Upon termination of empanelment the Advocate shall return the brief(s) allocated to the Advocate by the Board along with all other documents/records connected there to with no objection certificate, if so required.
- (vi) No Advocate shall have the right to represent the Board or undertake any activity upon expiry or termination of the term of empanelment.
- (vii) Cases involving similar issues/points of law or otherwise interlinked or clubbed may be entrusted to the same Advocate as far as possible, while care shall be taken to avoid concentration of cases in the hands of one Advocate/ a few advocates.

- (viii) The empanelled Advocates shall not delegate cases assigned to them and shall themselves deal with the same.
- (ix) The empanelled Advocates may have to coordinate and work with designated Senior Advocates, if any, engaged in the case as well as with the officers of the Board, if required.
- (x) The empanelled Advocates shall not be employees of the Board and therefore, shall not be eligible for any benefits available to the employees of the Board.
- (xi) The empanelled Advocate shall not use the Board's name, logo, symbol, etc. on their letterhead, signboard, nameplate, pamphlets, etc., such as 'Legal Advisor of the Board, 'Advocate of Board', etc.
- (xii) No empanelled Advocate shall represent himself as the Standing Counsel of the Board before any court or forum unless specified as such by the Board.
- (xiii) The Advocate shall ensure efficient and effective professional services and bestow commensurate attention in relation to matters of Board and conduct himself at all times in accordance with the Advocates Act, 1961 and rules laid down by the Bar Council of India, including rules regarding code of conduct and ethics.
- (xiv) The Advocate while pursuing any case on behalf of the Board shall not act without instructions of the Board and inform the Board about the proceedings of each hearing by reporting mail of orders of each date and comments (if any) without which the Board may not settle bills of payment.
- (xv) The Advocate shall not seek any adjournment without any valid or cogent reasons. Under no circumstances, the matters entrusted by the Board should go unattended before the Court/Tribunal/ Forum, which shall be viewed as serious violation of conditions of empanelment and may entail taking back the brief or cancellation of such empanelment.
- (xvi) The performance of each empanelled Advocate shall be reviewed periodically based on which an assessment shall be made about the continuation of empanelment. The decision of the Board in this regard shall be final.
- (xvii) The empanelled Advocate shall maintain strict confidentiality of the cases or other matters handled on behalf of the Board and shall not divulge any information to any third party or to the media. Any Advocate who is found to have violated the conditions shall be liable to have his empanelment cancelled/terminated immediately without further notice.
- (xviii) Refusal of any empanelled Advocate to take up a matter on behalf of the Board, without proper justification or grounds, shall entail cancellation/withdrawal (from the list of empanelment) of engagement.
- (xix) The Board reserves the right to modify or relax the terms and conditions of engagement at any time.
- (xx) The Board reserves the right to verify the information submitted by the Advocate.
- (xxi) The Advocates shall in full accept the terms and conditions of the empanelment as determined by the Board from time to time.
- (xxii) The shortlisted Advocates may, if necessary, be called for interaction and intimation in this regard will be communicated to the Advocate on his correspondence address or email address provided by the Advocate. No TA/DA will be admissible for attending such interaction.

(xxiii) The Board reserves the right to accept or reject any application without assigning any reason.

(xxiv) If required and considered appropriate by the Competent Authority, the Attorney General of India/Solicitor General of India/Additional Solicitor General/Advocate General/Designated Senior Advocates may be engaged to argue the cases on behalf of the Board keeping in view the urgency and importance of a particular matter. They shall be engaged on cases-to-case basis with the approval of the Competent Authority.

3. Broad Scope of work

(i) To represent the Board before the Honorable Supreme Court of India, High Courts, Subordinate Courts and Tribunals including VAT Tribunal, Income Tax Tribunal and other tribunals, commissions, Authorities, etc.

(ii) To represent the Board before various Arbitration Tribunals in disputes which are referred by the Courts to the Arbitration Tribunals or by the choice of the parties to the dispute.

(iv) To provide legal opinion, on queries arose.

(vi) Keep the Board informed of the date-wise developments in cases from time to time, particularly with regards to settling of drafts, filing of papers, dates of hearing of cases, supplying copies of judgments/interim orders.

(vii) To perform such other duties of legal nature that may be assigned by the Board.

4. Tenure/Term of Empanelment

(i) The Advocate once empanelled shall continue to remain on the panel of the Board for the terms of three(3) years or its empanelment is terminated or until the Advocate himself surrenders the empanelment.

(ii) The Board shall on a regular basis undertake review of all empanelled Advocates and the continuance shall be subject to satisfactory performance and handling of cases for the Board.

(iii) The Board reserves the right to terminate the empanelment of any Advocate at any time without assigning any reason.

(iv) The empanelment shall not confer any right for engagement and/or allocation of cases.

5. Eligibility for Empanelment

(i) The Advocate should have at least Bachelor Degree in Law from a recognized university and registration with a Bar Council.

(ii) The Advocate should have minimum experience of Seven years as an Advocate at Bar & knowledge of Punjabi Language is desirable.

(iii) The Advocate should have excellent communication skills.

(iv) The Advocates should be familiar with various branches of law, especially those concerning Punjab Infrastructure (Development & Regulation) Act, 2002, the rules and regulations issued under the Act, Constitutional Law, securities law, laws in the financial sector including banking and insurance, in-depth knowledge of investigation and inquiry, Service Law, Labour Laws, Contract Law, Commercial Law, Property Law, Civil Law, Criminal Law, Taxation, Arbitration, etc.

- (v) The Advocate should have an office at the place where empanelment is sought.
- (vi) The Advocates should not have been de-panelled by any Government/Semi Departments, PSUs, Banks and /or other government institutions due to non-performance.
- (vii) Advocates who are empanelled shall be categorized for the purpose of their entitlement of counsel fee on the basis of their experience at Bar into three groups as under :-

| Group A | Group B |
|----------------------------------|---------------------------------------|
| Experience More than 15 years | Experience More than 7 to 15 years |

(viii) Once empanelled, the Advocates are required to submit the following documents in PIDB's office:

- (a) Copy of Law Degree.
- (b) Registration Certificate issued by the Bar Council
- (c) Identity Card issued by the Bar Association.
- (d) Empanelment Letter/s issued by other entities in favour of the Advocate

6. Distribution/allocation of work

- (i) To the extent possible, the Competent Authority may equitably distribute the cases/matters among empanelled Advocates depending on the nature of cases, complexity in each case/matter, performance of the Advocates, their availability, vicinity, capacity to complete cases expeditiously, timely reporting/proper conduct of cases etc.
- (ii) The Advocates shall abide by all the terms and conditions determined/to be determined by the Board from time to time, in respect of empanelment, allocation of the work. Review of performance, schedule of fees payable, monitoring of suit filed and decreed etc,
- (iii) Inclusion of name in the panel shall not constitute a right for allotment of cases/matters.
- (iv) No work to be allotted to advocate that fail to submit the required documents as mentioned at point 5(viii) above.

7. Schedule of Fee Structure & Other Conditions:

- a. **Hon'ble Supreme Court and other National Level Courts (National Consumer Court, NGT, etc.):**

| Sr. no. | Name of Court | Type of cases | Senior Advocate | Advocate on Record |
|----------------|---|--------------------------|--------------------------|---------------------------|
| 01 | Supreme Court of India | Regular Cases | Rs. 18,000/- per Hearing | Rs. 6000/- per Hearing |
| | | Miscellaneous Cases | Rs. 12,000/- per Hearing | Rs. 3000/- per Hearing |
| 02 | National Level Courts (National consumer Court, National Green Tribunal etc.) | Counsel Fee Rs. 10,000/- | | |

- b. **Honble High Court's/ Arbitration Court, District Courts, etc.**

| Sr. No. | Name of Court | Group | |
|----------------|----------------------|--------------|----------|
| | | A | B |
| | | | |

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|----|--|--------------|--------------|
| 01 | High Court/ Arbitration Court | Rs. 20,000/- | Rs. 15,000/- |
| 02 | District & Session Courts | Rs. 15,000/- | Rs. 12,000/- |
| 03 | Lower Court, Labour Court, Controlling Authority (Under Payment & Gratuity Act), District Consumer Court and DRT etc | Rs. 10000/- | Rs. 8000/- |
| 04 | Legal Opinion | Rs. 5,000/- | Rs. 5000/- |

* The fee above is for single matters. In case of bunch matters the above fee shall be paid for main case and for each additional case 30% of the fee payable in main case would be paid.

The following terms will be applicable to the Empanelled Advocates:

- a. The Advocate will not be paid any fees for providing legal opinion pertaining to the result of a case where the said Advocate had represented the Board.
- b. Fifty Percent of the counsel fee will be processed only after filing of Vakaltnama/Reply/filing of assigned case.
- c. At the disposal of the case, the advocate has to submit final fee bill along with the certified copy of the judgment/orders & his legal opinion regarding the fitment of appeal (in case matter is decided against the board).
- d. no additional expenses will be paid to the advocate
- e. The fee payable shall be governed by the Schedule of Fee structure as approved by the Board and as amended from time to time.
- f. The Schedule of Fee, as approved by the Board and as amended from time to time, shall be the maximum fee payable and the Board shall have the right to negotiate a lower fee based upon its assessment of the importance of the case, urgency and other factors. The decision on quantum of fee payable by Board shall be final and binding in this regard.
- g. If a Senior Advocate of extraordinary repute is engaged to defend or contest any case of Board, the fee payable to him will be negotiated in advance and prior approval of the Competent Authority shall be taken before such engagement.
- h. No retainer fee shall be paid to any panel Advocate merely because such Advocate has been empanelled.
- i. In the running case, if separate application is required to be filed, no separate fees will be paid for the same.
- j. In special cases where a need for such an expertise is felt in highly complicated cases, the fee may be negotiated irrespective of above fee schedule on obtaining approval from the MD, PIDB.
- k. The cases related to policy matters shall be taken up through Administrative Departments with AG office. PIDB shall not be liable to pay any additional fee to the Advocate General's office in this regard.

8. Communication

(i) Communication of Empanelment after decision to empanel the Advocate is taken shall be sent to the Advocate with the acknowledgement and acceptance due.

(ii) The process of empanelment shall be complete when the Board receives the acceptance letter from the Advocate and the Advocate completes the documentation.

9. Right to Private Practice and Restrictions during the period of empanelment:

(i) An Advocate shall have the right to private practice which should not, however, interfere with or be in conflict with the efficient discharge of his duties as an empanelled Advocate of the Board.

(ii) An Advocate shall not advise any party or accept any case against the Board in which he has appeared or is likely to be called upon to appear or advice.

10. Review of the Performance

(i) The Competent Authority shall review the performance of the empanelled Advocate at least once in a year.

11. Disablement/s 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 Board;

(iii) Failing to attend the hearing of the case without sufficient reason and prior information;

(iv) Not acting as per the Board's instructions or going against the specific instructions;

(v) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;

(vi) Threatening, intimidating or abusing any of the Board's employees, officers or representatives;

(vii) Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases related to Board without the Board's permission;

(viii) Committing an act tantamount to contempt of court or professional misconduct;

(ix) Conviction of Advocate in any offense resulting in arrest or detention or disbarment by the Bar Council;

(x) Passing on information relating to the Board's case to opposite parties or their advocates which is likely to cause damage to the Board's interests;

(xi) Giving false or misleading information to the Board relating to the proceedings of the case; and

(xii) Frequent adjournment being obtained or not objecting the adjournment moved by other party without sufficient reasons.

The Empanelment shall be liable to be cancelled/ terminated due to occurrence of any of the above disablements on the part of the Advocate.

12. In the matter of implementation of these guidelines if any doubt or difficulty arises of doubt regarding the interpretation of any clause of these guidelines arises, the decision of the Competent Authority shall be final. Disputes, if any, in relation to empanelment or out of the process shall be subject to exclusive jurisdiction of Courts of Chandigarh only.

Annexure-A

Proforma for Empanelment of Advocate in Punjab Infrastructure Development Board

To,
The Managing Director,
Punjab Infrastructure Development Board,
SCO 33-35, Sector 34A,
Chandigarh.

Subject: Request for Empanelment

I request you for empanelment with Punjab Infrastructure Development Board. My particulars are here as under:-

- i. Name of the Advocate:
- ii. Copy of Law Degree
- iii. Registration Certificate issued by the Bar Council
- iv. Total No. of Experience of the Advocate:
- v. Address Details:
- vi. Mobile No
- vii. Email Id.
- viii. Name(s) of the Govt. Institutions/PSUs with which empanelled with proof.
- ix. Copy of PAN card
- x. Identity Card issued by the Bar Association.
- xi. Empanelment Letter/s issued by other entities in favour of the Advocate

Signature of the Applicant