

## **Dr. B.R. Ambedkar National Law University**

(Established by the Haryana State Legislature Act No. 15 of 2012)

**Empanelment of Legal Counsel(s) to represent the Dr. B.R. Ambedkar National Law University (DBRANLU) before Supreme Court of India, Punjab & Haryana High Court, Chandigarh, Tribunals, District & Sessions Court, Sonipat and other judicial bodies within the territory of Union of India.**

### **1. Empanelment of Legal Counsel(s)**

The Dr. B.R. Ambedkar National Law University, established by the Haryana State Legislature Act No. 15 of 2012, proposes to engage Legal Counsel(s) to represent the University before the Supreme Court of India, Punjab & Haryana High Court, Chandigarh, Tribunals, District & Sessions Court, Sonipat and any other judicial bodies within the territory of India.

The interested Counsels/Law companies/Firms and practicing advocates registered with Bar Council of India/State Bar Council having adequate experience in dealing with legal matters pertaining to academics/education/service matters/autonomous bodies are eligible for empanelment. The Qualification, Experience, Schedule of Fees, Other terms and conditions and the application format in which the application has to be made, have been prescribed, which is given below:

The Advocates/Law Firms who are on the existing panel of DBRANLU shall cease to be on the panel of DBRANLU after new panel is finalized against this notice. Therefore, they are also required to apply afresh to this notice.

Eligible Law Firms and practicing advocates may send their applications addressed to **Registrar, Dr. B.R. Ambedkar National Law University, Rai, Sonipat** in the format prescribed in **Annexure "A"** enclosed herewith along with all supporting documents by post (Regd./speed post) or an email-id i.e. registrar@dbranlu.ac.in

The starting date and last date of receiving Applications in the prescribed format along with supporting documents is as under: -

**Starting date of receiving application: - 14.03.2024**

**Last Date of receiving application: - 08.04.2024 (till 05: 00 P.M.)**

**Only those who are ready to accept the terms and conditions in the notice shall be considered for empanelment. Applicants are required to mention Courts of jurisdiction wherein they want to represent Dr. B.R. Ambedkar National Law University.**

*Note: Applying for empanelment at DBRANLU does not confer any right/assurance whatsoever that they will be empaneled on the panel of DBRANLU. Letters to advocates confirming their empanelment will be issued by DBRANLU separately.*

***Terms and Conditions for empanelment:***

**2. Eligibility of Empanelment:**

(i) The Advocates/Firms should be familiar with various branches of law especially those concerning laws of matters related to land disputes, constitutional/service law, contract law, property laws and taxation, etc.

(ii) For empanelment with Dr. B.R. Ambedkar National Law University hereinafter referred to as DBRANLU as Legal Counsel(s) an individual Advocate must have adequate experience as practicing Advocate and in case of firms, the Senior most Advocate/Partner/Associate of the firm must contest the case.

(iii) There would be a court specific empanelment i.e. for the Supreme Court of India, Punjab & Haryana High Court, Chandigarh, District & Sessions Court, Sonipat.

(iv) For designation of an Advocate to handle the cases before all other courts/Tribunals/Forums/Commissions not mentioned above any advocate out of the panel drawn will be engaged as per requirement and suitability

**3. Tenure of Empanelment:**

The initial empanelment will be for Three (03) years or until further orders, whichever is earlier. Performance of empaneled advocates shall be reviewed on annual basis. However, on completion of the term and satisfactory performance of the advocate, the empanelment may be renewed for a period of another Three (03) years by the DBRANLU as per the terms & conditions in effect at the time of renewal. The DBRANLU reserves the right to terminate the empanelment of any advocate at any time, without assigning any reason thereof.

**4. Duties of the Counsel:**

The counsel shall perform the following duties:

- (i) Represent DBRANLU before the Supreme Court of India, Punjab & Haryana High Court, Chandigarh, District & Sessions Court, Sonipat, other judicial bodies, Tribunals, Forums and Commissions;
- (ii) Provide legal advice to DBRANLU on civil, criminal, service and such other matters arising in due course of administration of the University as are referred to him/her including:
  - (a) Examination and drafting of legal documents;
  - (b) Drafting of applications, petitions etc., to be filed in various courts of law;
  - (c) Prompt removal/curing of defects in appeals/petitions files; as may be pointed out by the registry;
- (iii) Apply for the copy of judgment from the court in cases attended by him/her and supply the copy of judicial pronouncements at the earliest but not later than 10 days from the date of order (excluding the time taken by the court in preparation of the copy);

- (iv) If required, render all assistance to Special or Senior Counsel engaged in a particular case before the Supreme Court/ Punjab & Haryana High Court/ Tribunals/ Forums/ Commissions;
- (v) Keep DBRANLU informed and updated on all important developments in the designated cases, dates of hearing, order of the court on the date of its pronouncement, supplying copy of judgment etc;
- (vi) Furnish monthly statement about the cases represented by him/her before Supreme Court, Punjab & Haryana High Court/ different judicial bodies/ Tribunals/ Forums/ Commissions or any other court/authority and their outcomes;
- (vii) Perform such other duties of legal nature which may be assigned to him/her by DBRANLU;
- (viii) When any case assigned to him/her is decided against the University, give considered opinion regarding the advisability of filing an appeal from such a decision not later than 5 working days of the order.

#### **5. General Instructions:**

- a. The size of the panel and number of Advocates in Panel shall be determined by the Competent Authority based on the requirement and quantum of work. The volume of work shall be assessed on the basis of the pending cases in the preceding year and the fresh cases likely to be added in the succeeding years.
- b. 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/law firm.
- c. Refusal by any advocate to accept any work without any reasonable cause (e.g. on grounds of conflict of interest) may entail removal of such advocate from the panel.
- d. The advocates shall accept the terms and conditions of the empanelment as determined by the DBRANLU from time to time.
- e. In case of empanelment of Law Firms, all the terms and conditions for empanelment of the individual Advocates shall apply mutatis mutandis to them.
- f. The Advocate/firm shall not advise any party or accept any case against the DBRANLU in which he/she has appeared or is likely to be called upon to appear for or advise which is likely to affect or lead to litigation against the DBRANLU;
- g. If the Advocate happens to be a partner of a firm of lawyers or solicitors, it shall be incumbent upon the firm not to take up any case against the DBRANLU in any Court of Law/Tribunal/Commission/Forum or any case arising out of those cases e.g. appeals and revisions;

- h.** In cases where on the request of Deputy Commissioner of District, Sonapat or any other Competent Authority of the State/Government of India, interests of UOI/Government of Haryana have also to be protected, no extra fees shall be paid to the advocate to watch and safeguard the interests of UOI/Government of Haryana.

**6. Payment of Fee and Other Conditions:**

- (i)** The fee payable to the Advocates shall be governed by the Schedule of fee as annexed as **Annexure-B** with these guidelines as amended from time to time.
- (ii)** The Competent Authority shall have the right in exceptional cases to approve the payment of a higher fee than the fee mentioned in the annexed schedule keeping in view the importance of the matter and the labour and efforts put in by the advocate in a particular case. It shall also have the power to fix the fee for eventualities which have not been mentioned in the schedule till appropriate amendment is made in this regard in the Fee Schedule by the DBRANLU.
- (iii)** No retainer fee shall be paid to any panel Advocate/law firm merely because such advocate/firm has been empaneled.

**7. Procedure for Empanelment:**

The Competent Authority will consider the applications for empanelment in terms of these guidelines only on merits keeping in view the requirement and interest of the University.

**8. Communication of Empanelment:**

After a decision to empanel the advocate is taken, a communication in writing to this effect shall be sent to the shortlisted Advocate/Firms as per **Annexure-C** with acknowledgment and acceptance due. The process of empanelment shall be completed immediately on the issuance of the letter as the offer was already made by the Advocate at the time of applying/interacting with the Committee if needed and the offer has been accepted by the University.

**9. Right to Private Practice:**

The Counsel will have the right of private practice, which should not however, interfere with the efficient discharge of work of DBRANLU but he/she shall not advise, hold briefs or appear against DBRANLU before any authority, tribunal or court of law; If the counsel happens to be a partner in a firm of lawyers or solicitors, it will be incumbent on the firm, not to take up any case against DBRANLU in any court of law or;

Any other case arising in other courts out of cases pertaining to DBRANLU e.g. appeals and revision in the High Court/ Supreme Court/ Commissions/Forum/ Tribunals.

## **10. Termination of appointment/resignation:**

DBRANLU reserves the right to terminate the appointment/empanelment of a Counsel with immediate effect in writing without assigning any reason. The counsel may also resign from the University Panel at any time.

DBRANLU is free to engage any advocate of its own choice and an empaneled Advocate shall make no claim that he/she alone should be entrusted with DBRANLU's legal matter(s).

## **11. Disablements:**

Disablement 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 DBRANLU;
- (iii) Failing to attend the hearing of the case without any sufficient reason and/or prior information;
- (iv) Not acting as per DBRANLU's instructions or going against specific instructions;
- (v) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- (vi) Misappropriation of the DBRANLU's funds or earmarkings, using the same towards his fee without DBRANLU's permission;
- (vii) Threatening, intimidating or abusing any of the DBRANLU'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 DBRANLU;
- (ix) Committing an act that tantamounts to contempt of court or professional misconduct;
- (x) Conviction of the Advocate in any offence resulting into arrest or detention or disbarment by the Bar Council;
- (xi) Passing on information relating to DBRANLU's case on to the opposite parties or their advocates or any third party which is likely to cause any damage to the DBRANLU's interests;
- (xii) Giving false or misleading information to the DBRANLU relating to the proceedings of the case; and
- (xiii) Seeking frequent adjournments and/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.

## **12. Doubt/Ambiguity:**

If there arises any doubt/ambiguity with respect to the implementation/interpretation of any clause of these guidelines, the same shall be placed before Vice-Chancellor, DBRANLU and his/her decision in this regard, shall be final and binding.

## **13. Other Powers**

The University reserves the right to take away a case assigned to a particular advocate/firm and may assign it to some other advocate/firm from the panel or even outside the panel if it deems fit that the case is not properly represented/not responding to the representative of the Legal Cell/other authorities deputed for the purpose or in case the Advocate/Firm expresses their inability to fight the case.

The University can even hire the services of any other advocate(s) apart from the panel of Legal Counsel(s) on any amount of payment as per the severity of the case, it deems fit in order to protect the rights of the University in any case. The panel should give due respect to the decision of the University and they ought to provide their legal advice and support to that advocate in case the University asks them to assist that Advocate.

The University may also appoint any of the Advocate from the panel or even outside the panel to receive the Petitions/Summons/Notices/Orders from a court on behalf of the University and take appropriate steps on the same in consultation with the University.

In every case, the decision of the University is final and binding upon each advocate/firm.

**ANNEXURE 'A'**

**FORMAT OF APPLICATION FOR ADVOCATES**

- 1) Name
- 2) Date of Birth
- 3) Educational Qualifications
- 4) Category for which applying:
- 5) Date of Enrolment, Enrollment Number, Name of Bar Council  
*(Copy of enrolment certificate must be attached)*
- 6) Period of practice
- 7) Details of Experience/practice
- 8) Area of practice
- 9) Specialization, if any (service matters/constitution/etc.)
- 10) Whether Central Govt. counsel/pleader (indicate period)
- 11) Brief list of clients e.g. Govt./Organizations/Commissions/PSUs
- 12) The courts where the Advocate is regularly practicing  
*(Enclose Bar Association Membership Certificate)*
- 13) PAN Number

**Verification**

- i) I declare that I have never been penalized/convicted by any bar council/court of law.
- ii) I also undertake to maintain absolute secrecy about the cases of the DBRANLU as required under the Act, Rules and Regulations thereunder.
- iii) I agree with the Fee Schedule notified by DBRANLU.

Signature of Advocate

Address (office & residence/chamber)

Date:

Tel. No./ Mobile No.

Place:

Fax No./Email ID