

हरियाणा केन्द्रीय विश्वविद्यालय

CENTRAL UNIVERSITY OF HARYANA

(Established vide Act No. 25 (2009) of Parliament)

Empanelment of Legal Counsel(s) to represent the Central University of Haryana (CUH) before the Supreme Court of India, Punjab & Haryana High Court, Chandigarh, District & Sessions Court, Mahendergarh at Narnaul, District Court, Mahendergarh and various Tribunals/Commission/Labour Courts, etc. and other judicial bodies within the territory of Union of India.

1. Empanelment of Legal Counsel(s)

The Central University of Haryana, an autonomous body of the Government of India established under the Central Universities Act, 2009 proposes to engage Legal Counsel(s) to represent the University before the Supreme Court of India, Punjab & Haryana High Court, Chandigarh, District & Sessions Court, Mahendergarh at Narnaul, District Court, Mahendergarh and various Tribunals/Commission/Labour Courts etc. and other judicial bodies within the territory of Union of India.

The interested Counsels/Law Firms and practicing advocates registered with the Bar Council of India/Respective 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, Fee Structure, Other terms and conditions along with the application format in which the application has to be made, are given below:

The Advocates/Law Firms who are on the existing panel of CUH shall cease to be on the panel of CUH after the 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 **Legal Cell, Central University of Haryana, Jant-Pali, Mahendergarh** in the format prescribed in **Annexure "A"** enclosed herewith along with all self-attested supporting documents to the email id: legalcell@cuh.ac.in

The last date for receiving Applications in the prescribed format along with supporting documents is **10.10.2023**

Only those who are ready to accept the terms and conditions mentioned hereinafter shall be considered for empanelment. Applicants are required to mention Courts of jurisdiction wherein they want to represent the Central University of Haryana.

Note: Applying for empanelment at CUH does not confer any right/assurance whatsoever that they will be empaneled on the panel of CUH. Letters to advocates confirming their empanelment will be issued by CUH 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, constitutional/service matters, contract law, property laws, and taxation, Arbitration, etc.

(ii) For empanelment with the Central University of Haryana, hereinafter referred to as CUH, as Legal Counsel(s) an individual Advocate must have adequate experience as a practicing Advocate, and in the 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, Mahendergarh at Narnaul, Subordinate Courts, Mahendergarh Division.

(iv) For the 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 five years or until further orders whichever is earlier. The performance of empaneled advocates shall be reviewed on an annual basis. However, on completion of the term and satisfactory performance of the advocate, the empanelment may be renewed for a period of another five (5) years by the CUH as per the terms & conditions in effect at the time of renewal. The CUH 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 CUH before the Supreme Court of India, Punjab & Haryana High Court, Chandigarh, District & Sessions Court,

Mahendergarh at Narnaul, Subordinate Courts, Mahendergarh Division, other judicial bodies, Tribunals, Forums and Commissions;

(ii) Provide legal advice to CUH 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 CUH 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 a 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 that may be assigned to him/her by CUH;

(viii) When any case assigned to him/her is decided against the University, give a 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 the 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 CUH 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 CUH 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 CUH;

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 CUH 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 Mahendergarh at Narnaul 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 of CUH 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 that have not been mentioned in the schedule till an appropriate amendment is made in this regard in the Fee Schedule by the CUH.

(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-B** 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 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 CUH but he/she shall not advise, hold briefs or appear against CUH 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 CUH in any court of law or;

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

10. Termination of appointment/resignation:

CUH 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.

CUH 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 CUH'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 CUH;
- (iii) Failing to attend the hearing of the case without any sufficient reason and/or prior information;
- (iv) Not acting as per CUH'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 CUH's funds or earmarking's, using the same towards his fee without CUH's permission;
- (vii) Threatening, intimidating, or abusing any of the CUH's employees, officers, or representatives;

- (viii) Making any of his associates or juniors appear on behalf of any of the opposite parties in cases/appeals related to CUH;
- (ix) Committing an act that tantamount to contempt of court or professional misconduct;
- (x) Conviction of the Advocate in any offence resulting in arrest or detention or disbarment by the Bar Council;
- (xi) Passing on information relating to CUH's case on to the opposite parties or their advocates or any third party that is likely to cause any damage to the CUH's interests;
- (xii) Giving false or misleading information to the CUH relating to the proceedings of the case; and
- (xiii) Seeking frequent adjournments and/or not objecting to the adjournment moved by the other party without sufficient reason. The 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, CUH and his 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'

APPLICATION FOR EMPANELMENT OF ADVOCATE

1. Name of the Advocate (IN CAPITAL LETTERS):
2. Address for Communication:.....
.....
3. Contact No:.....
4. E-Mail ID:.....
5. Date of Birth:.....
6. Educational Qualifications:.....
7. Category for which applying:.....
8. Date of Enrolment, Enrollment Number, Name of Bar Court
(A copy of the enrolment certificate must be attached).....
9. Period of practice.....
10. Details of Experience/practice.....
11. Area of practice.....
12. Specialization, if any (service matters/constitution/etc.).....
13. Whether Central Govt. counsel/pleader (indicate period).....
14. Brief list of clients e.g. Govt./Organizations/Commissions/PSUs
must be attached.....
15. The courts where the Advocate is regularly practicing
(*Enclose Bar Association Membership Certificate*).....
16. 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 CUH as required under the Act, Rules and Regulations thereunder.
- iii) I agree with the Fee Schedule notified by CUH.

Place: _____

Date: ____/____/____

SIGNATURE

ANNEXURE 'B'

To,

Mr./Ms. _____, Advocate

Dear Sir/Madam,

Subject: Empanelment as CUH's Advocate

Dear Sir/Madam,

This is with reference to your request for empanelment wherein you have evinced interest for empanelment as an advocate with the CUH. We are pleased to inform that your request has been considered by the Competent Authority favorably. You have been empanelled as University Counsel upto _____ **or till further order whichever is earlier**. Therefore, you are requested to give your consent for empanelment on the following terms and conditions within a period of 15 days from the date of receipt of this letter.

1. You will abide by CUH's terms and conditions as enumerated in the Guidelines for such empanelment.
2. Your fees would be strictly governed by the CUH fee schedule for Panel Advocates as amended from time to time and you will not claim any retainer fee.
3. You will not appear in any case against the CUH as detailed in the terms and conditions of the guidelines. You will take the necessary steps to protect the interest of the CUH in matters entrusted to you from time to time.
4. Empanelment does not confer any right or claim that you alone should be entrusted with the CUH's work.
5. You will personally deal with the case assigned to you in addition to coordinating and working with the designated Senior Advocate, if any, engaged in some matter.
6. On unsatisfactory performance in any assigned matter, CUH may at any time, at its discretion, withdraw from you such proceeding/matter/brief and may discontinue you as CUH's advocate without paying any further fees.
7. You will keep CUH informed about the developments in the matters entrusted to you.
8. Unless a case is specially assigned to you by the CUH, you will not on your own receive Summons / Notices of the CUH's matters and even if

you receive, if no Vakalatnama is given to you, you shall not otherwise deal with such cases. However, you will immediately inform CUH in this regard.

9. You shall not use CUH's name or symbol, or logo in your letterheads, sign boards name plates, etc.
10. In case of any misconduct, the CUH will take appropriate action against you which includes filing a complaint with Bar Council and recovery of financial loss caused to the CUH due to your misconduct.
11. In case of initiation of any disciplinary proceedings / criminal proceedings against you, the CUH may remove you from the panel even without waiting for the conclusion of such proceedings.
12. Your performance will be reviewed on a yearly basis and if your services are not required/found up to the mark, CUH may remove you from the panel and the cases/matters entrusted to you will be taken back from you.
13. You are required to maintain absolute secrecy about the cases of the CUH as required under the Act, relevant rules, and regulations and you shall not divulge any details to an outsider or opponent as the case may be without written consent of the CUH.
14. Given the importance of any case of the University being represented by you the University may change/replace you in that case at any time without assigning any reason to you.
15. You are requested to return the duly signed duplicate copy of this letter indicating your unconditional consent.

Soliciting your kind cooperation, please.

Yours faithfully

(Authorized
Signatory)