

न्यूस्पेस इंडिया लिमिटेड (एन.एस.आई.एल)

(अंतरिक्ष विभाग, भारत सरकार के अधीन एक सी.पी.एस.ई.)

पंजीकृत कार्यालय : कमरा सं. एफ.01, एच.एस.एफ.सी. भवन
इसरो मु., न्यू बी.ई.एल. रोड, बेंगलूरु - 560 094

कॉर्पोरेट कार्यालय : इसरो मु. कैम्पस, न्यू बी.ई.एल.रोड
बेंगलूरु - 560 094

दूरभाष : +91 80 2217 2693 / 94 / 95 फैक्स : +91 80 2351 7222

ई-मेल : contact-nsil@isro.gov.in ; वेबसाइट : www.nsilindia.co.in

सी.आई.एन. / CIN : U74999KA2019GOI122175



NewSpace India Limited (NSIL)

(A CPSE under Department of Space, Govt. of India)

REGISTERED OFFICE : Room No F01, HSFC Building
ISRO HQ, New BEL Road, Bengaluru - 560 094

CORPORATE OFFICE : ISRO HQ Campus, New BEL Road
Bengaluru - 560 094

Tel : +91 80 2217 2693 / 94 / 95 Fax : +91 80 2351 7222

E-mail : contact-nsil@isro.gov.in ; Website : www.nsilindia.co.in

जी.एस.टी.आई.एन / GSTIN : 29AAGCN4411P1Z1

NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF ADVOCATES

REQUIREMENT OF ADVOCATES/LAW FIRMS FOR EMPANELMENT TO REPRESENT NSIL BEFORE VARIOUS COURTS/TRIBUNALS/FORUMS/JUDICIAL AND NON- JUDICIAL ADJUDICATING AUTHORITIES IN INDIA

NewSpace India Limited (referred as NSIL) a Central Public Sector Undertaking, is a Schedule 'A' company, under Department of Space (DoS) and is wholly owned by the Govt. of. India. NSIL is the commercial arm of Indian Space Research Organization (ISRO). NSIL Corporate Office is located at ISRO HQ Campus, New BEL Road Bengaluru-560094.

NSIL's vision is to excel in providing space-related products and services emanating from Indian Space Programme to global customers and to further spur the growth of Indian Industry in undertaking technologically challenging space-related activities. NSIL, intends to have a panel of Advocates/ Firms for representing NSIL, before various Courts/Tribunals/Forums/Judicial and Non-Judicial Authorities.

The Law firms and practicing Advocates who are registered with Bar Council of India/State Bar Council are eligible for empanelment. The Qualification, Experiences, Schedule of professional Fees, other terms and condition and the application format in which the application has to be made is available on the NSIL website www.nsilindia.co.in. The advertisement will be available under Tender Section.

The Advocates/Law Firms who are willing to apply for panel Advocate of NSIL shall send the application form duly filled as per the required format within 30 days from the date of advertisement i.e., up to 22/07/2023. The signed original application enclosed along with self-attested documents for empanelment by all the applicants shall be sent on the below address:

Deputy Manager (Commercial)

NewSpace India Limited,

ISRO, HQ, New BEL Road,

Bangaluru-560094

Tel: 080-22172699

E-mail: purchase@nsilindia.co.in

The scanned copy of application can also be sent on the above email-id

“Application for the Panel Advocate” in the subject. The last date of receiving Applications in the prescribed format along with supporting documents is. 22/07/2023.

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

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GUIDELINES FOR EMPANELMENT OF ADVOCATES/LAW FIRMS

Following guidelines are to provide and regulate the manner and procedure for empaneling the Advocates to represent and assist the NSIL before various courts and for regulating the referrals of the cases and payment of fee/remuneration payable to such persons. These guidelines shall supersede all existing instructions in this regard, if any.

Definitions

For the purposes of these Guidelines, the terms used will have the following meaning;

- (i) 'Advocate' means an Advocate, entered in any roll of Advocates under the provisions of The Advocates Act, 1961. (The Act)
- (ii) 'Competent Authority' shall be the Chairman and Managing Director (CMD), NSIL Bengaluru or any other officer so designated by the Chairman and Managing Director (CMD), NSIL Bengaluru.
- (iii) 'Court' shall mean all courts of law including District Courts at Bengaluru, any High Court, Supreme Court at New Delhi, Tribunals, Judicial Forums and Arbitrators etc.
- (iv) 'Effective Hearing' shall mean a hearing in which either one or both parties involved in a case are heard by the Courts, arguments were advanced by the Counsel of any of the parties, Examination-in-chief, cross examination is conducted, issues/charges has been framed and statement under Section 313 of Cr.P.C is recorded. And in addition to the above, effective hearings are according to the High Court Rules.
- (v) 'Non-effective Hearing' shall mean all hearings which are not covered in the above definition of effective hearing.

- (vi) 'Similar Cases' shall mean two or more cases in which identical or substantially similar questions of law or facts are involved.

1) Eligibility of Empanelment

- (i) The Advocates/ Firms should be familiar with various branches of law especially those concerning laws of Regulatory matters related to Telecom Disputes, International Law, Constitutional/Service law, Labour Law, Contract Law, Arbitration Law, Insolvency and Bankruptcy Code (IBC), Commercial law, Property Laws and Taxation, Information Technology & Cyber Laws, Intellectual Property laws, Property Due Diligence and any other laws of the land.
- (ii) Empanelment for the Supreme Court of India - **10 yrs.** of court practice experience before Supreme Court. Advocate -on-Record (AOR) will be preferred.
- (iii) Empanelment for the High Courts in India/Appellate Tribunal and other equivalent courts – **7 yrs.** of court practice experience in High Court(s) and other equivalent courts.
- (iv) Empanelment for the Subordinate Courts/Tribunals and other equivalent courts -**5 yrs.** of court practice experience in Sub-ordinate Courts/Tribunals and other equivalent courts.
- (v) Due weightage shall be given to Advocates having experience in handling cases of CPSEs and Government Departments.
- (vi) An Advocate against whom any disciplinary action is pending, any criminal case filed, debarred/ penalized by any Bar Council or committed any act which is unbecoming of an Advocate as per Advocates Act, 1961 shall not be eligible to apply for empanelment as the same constitutes a ground of dis-empanelment.
- (vii) Infrastructure Facilities:
- a) Advocates/ Firms should have their own chambers in Supreme Court, High Court or major District Courts or should have good office space with facilities like Telephone, fax, computers, internet, etc
 - b) The Advocate/ Firm must have adequate manpower.
 - c) The office of the Advocate/ Firms should be situated within the limits of **Bengaluru, Ahmedabad, New Delhi, Delhi NCR, Mumbai or where Principal /Division bench of High Courts (s) are located**

Provided that the Competent Authority may relax the above conditions at its discretion, if otherwise found eligible in certain cases.

2) Tenure of Empanelment

The initial empanelment will be for **five (5) years** or until further orders whichever is earlier. However, on completion of the term and satisfactory performance of the Advocate, the empanelment may be renewed for further term(s) by the Competent Authority. The NSIL reserves the right to terminate the empanelment of any advocate at any time without assigning any reason thereof.

3) General Terms and Conditions

- (i) The Advocates shall be engaged only in cases where NSIL is a necessary party.
- (ii) Proforma matters: - where NSIL, is a proforma party in matters pending before any court, the same may be taken care of by the officers of the NSIL. However, the Advocates may be engaged if deemed necessary in exceptional cases.
- (iii) 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.
- (iv) The panel shall consist of Advocates from diversified fields *viz.* Telecom Regulatory Laws, International Law, Constitutional Law/Service Law, Civil Law, Arbitration Law, Commercial Law, Property Law, Taxation Law, Corporate Law, Criminal Law, Property Due Diligence, Information Technology & Cyber Act, Intellectual Property Law and any other law of the land.
- (v) 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.

- (vi) The Advocate shall not necessarily be empaneled for any specific court and shall accept the work assigned to him for the courts for which he is basically designated on the basis of minimum eligibility conditions for such referrals and shall not refuse to accept any work without any reasonable cause.
- (vii) 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.
- (viii) The empaneled Advocates will not delegate cases and would themselves deal with the same. They may have to coordinate and work with designated Senior Advocates, if any, engaged in the case as well as with the officers of the NSIL, if required.
- (ix) The Advocates empaneled under these guidelines shall not be employees of NSIL for any purpose and therefore, shall not be eligible for any benefits available to its employees.
- (x) The empaneled Advocate shall maintain absolute secrecy and confidentiality about the cases of the NSIL as required under the Act and rules/regulations framed there under.
- (xi) The Advocates shall accept the terms and conditions of the empanelment as determined by the NSIL from time to time.
- (xii) These guidelines shall also be applicable to the designated Senior Advocates of the High Courts and Supreme Court for all purposes except the requirement of empanelment.
- (xiii) In case of empanelment of Law Firms, all the terms and conditions for empanelment of the individual Advocates shall apply *mutatis mutandis* to them.
- (xiv) If required and considered appropriate by the Competent Authority, 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 NSIL keeping in view the urgency and importance of a particular

matter. They shall be engaged on case-to-case basis with the approval of the Competent Authority. Engagement of Sr. Advocates etc. and their fees for such cases may be approved and decided by the Competent Authority on the merits of each case.

- (xv) Every Panel Advocate shall monitor status of the cases including next date of hearing and shall also intimate it well in advance and appear before the court as per schedule.
- (xvi) Every Panel Advocate shall intimate the details of the proceeding and further course of action after completion of every proceeding.
- (xvii) Any application received after the last date prescribed shall not be entertained.
- (xviii) Merely fulfilling the eligibility criteria will not confer any right on Advocate for empanelment.

4) Payment of Fee and Other Conditions

- (i) The fee payable to the Advocates shall be governed by the **Schedule** of fee annexed as **Annexure “C”** with these guidelines as amended from time to time.
- (ii) The empaneled Advocate shall submit the professional fee bill to the competent authority or any officer or employee authorized by him in triplicate along with the gist of proceedings and copy of order or judgment.
- (iii) The claim for reimbursement of expenses or expenditure for outstation conveyance, boarding and lodging shall be claimed by producing necessary voucher or bill.
- (iv) The submitted bill will be processed within a period of one month from the date of submission.
- (v) The payment shall be subject to tax deduction at source, goods and service tax or such other taxes as applicable from time to time.
- (vi) 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 the appropriate amendment is made in this regard in the Fee Schedule by the NSIL.

- (vii) No retainer fee shall be paid to any panel Advocate/ Law firm merely because such advocate/firm has been empaneled.

5) Procedure for Empanelment

The Competent Authority will consider the applications for empanelment in terms of these guidelines only on merits after due notice in this regard is published on the website of the NSIL as well as in a leading newspaper. For this purpose, the Competent Authority may authorize any Officer/group of Officers of NSIL and such authorized officer(s), while appraising the applications of the Advocates, may consider the following points:

- (i) Length of practice and specialization.
- (ii) Proper and adequate infrastructure such as office premises, number of junior Advocates, assistants, clerks and fax, mobile phone, fixed phone, internet connection etc.
- (iii) Track record and integrity.
- (iv) If considered necessary, an enquiry with the respective Bar Council/Bar Association about the claims and conduct of the Advocate to be empaneled may be made and credentials may also be verified.
- (v) If the Advocate is empaneled by other Organizations/Authorities.
- (vi) Number of cases dealt by the Advocate.
- (vii) If NSIL gets a large number of applications, then to select the required number of Advocates/Firms, in addition to above, the attributes like experience in representing Govt/PSU/Statutory Bodies/Telecom Sector or number of cases in which the

Advocate was able to get favorable outcome/decision which are reported/referred in reputed legal journals etc.

- (viii) The Number of Advocates to be empaneled in each Courts/Tribunal shall be determined by the Competent Authority based on the requirement and quantum of work.

The above list is illustrative and not exhaustive. The Competent Authority may also consider any other factor relevant for empanelment.

6) Documents required to be submitted by the Advocate

The Advocates will be required to submit their applications in the prescribed format as given in **Annexure-A**. The attested copies of the following documents are required to be submitted with application:

- (i) High School certificate in support of age of Advocate (Sr. Partner in case of law firm)
- (ii) Certificates in support of educational qualifications
- (iii) Certificate of Registration with Bar Council
- (iv) Documents regarding empanelment with other Organizations, if any.
- (v) Details regarding the cases in which the Advocate was able to get favorable outcome/decision which are reported/referred in reputed legal journals etc.
- (vi) Details of office Infrastructure.
- (vii) Acceptance of all the terms and conditions of empanelment unconditionally and unequivocally.
- (viii) An undertaking from the Advocate to the effect that all information furnished by him is correct.
- (ix) Other relevant information, if any.
- (x)

7) 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 Advocates/Firms as per **Annexure-B** with acknowledgement and acceptance due. The process of empanelment shall be complete when NSIL receives an acceptance letter from the advocate.

8) Private Practice and Restrictions

- (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 empaneled Advocate of NSIL.
- (ii) An Advocate shall not advise any party or accept any case against NSIL

9) 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 NSIL;
- (iii) Failing to attend the hearing of the case without any sufficient reason and/or prior information;
- (iv) Not acting as per NSIL'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 NSIL's funds or ear marking's, using the same towards his fee without NSIL's permission.

- (vii) Threatening, intimidating or abusing any of the NSIL' 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 NSIL;
- (ix) Committing an act that tantamount 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;
- (ix) Passing on information relating to NSIL's case on to the opposite parties or their advocates or any third party which is likely to cause any damage to the NSIL's interests;
- (x) Giving false or misleading information to the NSIL relating to the proceedings of the case; and
- (xi) Seeking frequent adjournments or not objecting the adjournment moved by other party without sufficient reason.
- (xii) Any default on the part of panel Advocate while performing their duties as per the terms and condition referred here in above and any consequences there on imposing cost or reputation or both, NSIL reserves the right to terminate the services of defaulter Advocate and that Panel Advocate is bound to provide NOCs. In such circumstances NSIL reserves the right to appoint another panel Advocate to defend said matters.Empanelment shall be liable to be cancelled due to occurring of any of the abovedisablements on the part of the Advocate.

10) Doubt/ Difficulty

If there arises any doubt/difficulty with respect to the implementation/interpretation of any clause of these guidelines, the same shall be placed before the Chairman and Managing

Director, NSIL Bengaluru and his decision in this regard shall be final and binding. Chairman and Managing Director, NSIL Bengaluru shall have all the powers to amend/relax/delete any of the conditions in these guidelines and same shall be binding on the Panel Advocates.

FORMAT OF APPLICATION FOR ADVOCATES

- 1) Name
- 2) Date of birth
Age (as on)
- 3) Educational qualifications
- 4) Date of Enrolment, Name of Bar Council
(Copy of enrolment certificate must be attached)
- 5) Period of practice
- 6) Details of Experience/practice
- 7) Area of practice
- 8) Specialization, if any (constitution/taxation/service etc.)
The details of a few important cases the Advocate has dealt with/handled and reported Judgment if any.
- 9) Whether Central Govt. counsel/pleader (indicate period)]
- 10) Brief list of clients e.g. Govt./organizations/Commissions/PSUs
- 11) The courts where the Advocate is regularly practicing
(Enclose Bar Association Membership Certificate)
- 12) Date of enrolment as an Advocate – on – record of the Supreme Court and Registration No.
- 13) PAN number

A brief note on suitability for empanelment. *(details of major cases dealt/ contested by the advocate successfully)*

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 NSIL as required under the Act, Rules and Regulations there under.

Signature of Advocate

Address (office & residence/chamber)

Tel. No.

Mobile No.

Fax No./ Email ID

ANNEXURE 'B'

To,

Mr/Mrs/Miss, Advocate

Dear Sir/Mam,

Sub: Empanelment as NSIL's Advocate beforeName of the court.

This is with reference to your application dated ----- wherein you have evinced interest for empanelment as an advocate with the NSIL. We are pleased to inform that your request has been considered favourably and you are advised to give your assent for empanelment on following terms and conditions **(A copy of guidelines enclosed):**

1. You will abide by NSIL's terms and conditions as enumerated in the Guidelines for such empanelment.
2. Your fees would be strictly governed by the NSIL fee schedule for Panel Advocates as amended from time to time and you will not claim any retainer fee or employment in NSIL's service.
3. You will not accept any case against the NSIL.
4. You will take necessary steps to protect the interest of the NSIL in matters entrusted to you from time to time.
5. Empanelment does not confer any right or claim that you alone should be entrusted with the NSIL's work.
6. You will personally deal with the case assigned to you in addition to coordinating and working with designated Senior Advocate, if any, engaged in some matter.
7. The NSIL may at any time, at its discretion, withdraw from you any proceedings/matter/ brief and may discontinue you as NSIL's advocate without

- assigning any reason thereof and without paying any further fees.
8. You will keep NSIL informed about the developments in the matters entrusted to you.
 9. Unless a case is specially assigned to you by the NSIL, you will not on your own receive Summons/Notices of the NSIL'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 NSIL in this regard.
 10. You shall not use NSIL's name or symbol, logo in your letter heads, sign boards name plates etc.
 11. In case of any misconduct, the NSIL will take appropriate action against you which includes filing complaint with Bar Council and recovery of financial loss caused to the NSIL due to your misconduct.
 12. In case of initiation of any disciplinary proceedings/ criminal proceedings against you, the NSIL may remove you from the panel even without waiting for the conclusion of such proceedings.
 13. Your performance will be reviewed on yearly basis and if your services are not required/ found up to the mark, NSIL may remove you from panel and the cases/matters entrusted to you will be taken back from you.
 14. You are required to maintain absolute secrecy about the cases of the NSIL 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 NSIL.
 15. You are requested to return the duly signed duplicate copy of this letter indicating your unconditional consent.
 16. You shall monitor status of the cases including next date of hearing and shall also intimate it well in advance and appear before the court as per schedule.
 17. You shall intimate the details of the proceeding and further course of action after completion of every proceeding.
 18. Any default on the part of you while performing your duties as per the terms and condition of empanelment and any consequences thereon imposing cost or reputation or both on NSIL, NSIL reserves the right to terminate your services for becoming defaulter and you shall bound to provide NOCs for the same. In such circumstances NSIL reserves the right to appoint another panel Advocate to defend said matters.

We look forward for better cooperation and hope for good relations with you.

Yours faithfully

(Authorized Signatory)

FEE SCHEDULE FOR PANEL OF ADVOCATES

A	APPEARANCES *No fee shall be payable to the empaneled Advocate if the case is adjourned without hearing		
Sr. No.	Particulars	For Sr. Counsel (Rs.) Refer Point no 7 of the Note	For Jr. Counsel (Rs.) Refer point no 7 of the Note
A-1	Before Supreme Court, High Courts including criminal matters		
a (i)	For Effective Hearing	12000	7000
a (ii)	For Non-Effective Hearing	4000	2500
(b)	Before Registrar, Dy. Registrar, Joint Registrar	3000	1000
(c)	Civil Suits	Rs. 30,000/- consolidated fees per case	
A-2	Before TDSAT, CCI, National Consumer Dispute Redressal Commission, Income Tax Appellate Tribunal, Sales Tax Appellate Tribunal, Appellate Tribunal for Electricity, NCLAT, DRAT, Arbitrators appointed by Ministry of Law/Courts/DPE/ICA/ICADR/SFCA etc.		
a (i)	For Effective Hearing	9000	5000
a (ii)	For Non-Effective Hearing	3000	2000
(b)	Before Registrar, Dy. Registrar, Joint Registrar	3000	1000
A-3	Before State Consumer Dispute Redressal Commission, Company Law Board, CGIT, CAT, NCLT, Debt Recovery Tribunal, BIFR, AAIFR, Other Statutory Authorities/Bodies etc.		
a(i)	For Effective Hearing	7000	3000
a(ii)	For Non-Effective Hearing	2000	1000
(b)	Before Registrar, Dy. Registrar, Joint Registrar	2500	1500
A-4	Criminal Matters before District Courts/Metropolitan Magistrate		
a (i)	For Effective Hearing	4000	2000
a (ii)	For Non-Effective Hearing	2500	1000

A-4	Before District Consumer Forum	8000/-Consolidated fees per case	
B	DRAFTING AND SETTLING OF PLEADING		
Sr. No.	Particulars	For Sr. Counsel (Rs.)	For Jr. Counsel (Rs.)
B-1	Supreme Court/High Court.		
a	Special Leave Petitions/Appeals/ Writ Petitions/Replies/Counter Affidavits/ Rejoinders/Replications/W.S./Plaints/Suits/ Statement of Claims and Counter Claims	15000	10000
b	Interim Application/Misc. Appl./ Misc Civil Petition/Replies thereto	8000	5000
c	Caveat	4000	2500
d	Affidavit by way of Evidence per affidavit	4000	2500
B-2	Before CCI, National Consumer Dispute Redressal Commission, Income Tax Appellate Tribunal, Sales Tax Appellate Tribunal, Appellate Tribunal for Electricity, NCLAT, DRAT, Arbitrators appointed by Ministry of Law/COURTS/DPE/ICA/ICADR/SFCA etc.		
a	Petitions/Appeals/Replies/ Rejoinders/	12000	8000
b	Interim Applications/Misc. Applications/ Replies thereto	7000	4500
c	Caveat	1500	1000
d	Affidavit by way of Evidence per affidavit	3000	2000
B-3	Before Central Administrative Tribunal, Arbitrators appointed by Courts/Ministry of Law/DPE/ICA/ICADR/SFCA etc. CESTAT, State Consumer Dispute Redressal Commission, Company Law Board, CGIT, NCLT, Debt Recovery Tribunal, BIFR, AAIFR, Other Statutory Authorities/Bodies		
a	Petitions/Appeals/Replies/ Rejoinders/	7500	5000
b	Interim Applications/Misc. Applications/ Replies thereto	4000	3500

c	Caveat	1500	1000
d	Affidavit by way of Evidence per affidavit	3000	2000
B-4	Criminal Matters before District Courts/Metropolitan Magistrate		
a	Application /Petitions/Appeals/Replies/ Rejoinders/	5000	1600
b	Interim Applications/Misc. Applications/ Replies thereto	2000	1500
c	Caveat	1500	1000
d	Affidavit by way of Evidence per affidavit	2000	1500
B-5	District Courts/City Civil Courts/Lower Courts/ District Consumer Disputes Redressal Forum		
a	Plaint/Petitions/Ex. Petition/Recovery Suits/ Complaint/Replies/WS/ Replications /Rejoinders	5000	4000
b	Interim Applications/Misc. Applications/replies thereto	2000	1500
c	Caveat	1000	500
d	Affidavit by way of Evidence per affidavit	1500	1000
C	ARBITRATION BEFORE ARBITRATORS.		
	Claim amount	Consolidated fees (including appearance, drafting, conferences,) (Ref. Point No. 11 of Notes)	
	Upto 50 lacs	50000/-	Clerkage 10 % of the fees will be paid additionally
	More than 50 lacs upto 1 crore	1,00,0,00/-	
	More than 1 crore upto 50 crore	2,00,000/-	
	More than 50 crore	5,00,000/-	
D	CONFERENCES AND CONSULTATIONS		
	Fee payable for per conference & consultation	6000	4000

E	WRITTEN OPINION (Including conferences)	8000	5000
F	DRAFTING OF LEGAL NOTICE	3000	1500

G. Outstation Charges:

Outstation Charges relating to travel and accommodation charges shall be payable to the empaneled Advocate-

Particulars	For Sr. Counsel (Rs.)	For Jr. Counsel (Rs.)
Accommodation*	Metro Cities: Rs 10000/day or actual whichever is less Non-Metro Cities: Rs 7000/day or actual whichever is less	Metro Cities: Rs 6500/day or actual whichever is less Non-Metro Cities: Rs 4500/day or actual whichever is less
Conveyance *	By Air: Economy Class By Train First Class A/C By Taxi: Air Conditioned	By Air: Economy Class By Train Two Tier A/C By Taxi: Air Conditioned

* The aforesaid amount are exclusive of all applicable taxes.

Notes:

1. Fee for ASGI/SGI/AGI and Sr. Advocates designated by High Courts/Supreme Court are not being stipulated as they are engaged in very few important cases only on the

recommendation on the NSIL s Panel Advocates & Solicitors and their fees varies from case to case depending upon the importance and question of law etc. involved in the matter. Engagement of such Sr. Advocates and Fees for such engagement may be decided and approved by the Chairman and Managing Director

&, NSIL Bengaluru

2. In case of payment of consolidated fees in Civil Suits, 40% of consolidated fee shall be paid on filing of plaint or counter statements on behalf of NSIL, 40% on conclusion of hearings and balance 20% on pronouncement of judgment.
3. Clerkage shall be paid at the rate of 10% in addition to fee.
4. The cases to empaneled Advocates/Law Firms will be allotted on rotation basis.
5. Reimbursement of miscellaneous expenses, not specifically covered in fee schedule, shall be permitted on production of original bills/ vouchers.
6. When two or more cases involve substantially identical questions of law and/ or fact, one of such cases will be treated as the main case and the others as connected cases and the fees in such cases will be regulated as under, provided the cases are heard together:
 - (i) Full fee would be admissible for appearance in the main case and 50% in each of the connected cases, subject to a maximum of one additional fullfee, i.e. not more than twice the amount of full fees in the main case would be admissible irrespective of number of such connected cases.
 - (ii) If substantially identical petition/plaint/appeal, replies/counter affidavits, affidavits, written statements, applications and other pleadings are drafted in such connected cases, full drafting fee will be admissible in the main case and only 20% separate drafting fee will be admissible in respect of each connected case.
7. For the purpose of payment of fees as per Fee Schedule, the Panel Advocate/Senior Advocate of the Firm of Advocate having more than 10 years of experience/practice

in the Courts after the date of enrolment as Advocate shall be treated as a Senior Counsel while all other Advocates would be treated as Junior Counsels.

8. The Conference fee as shown at S. No. 'D' in the fee Schedule will be subject to following: -

- i) In general, for conferences between the Sr. Adv. and Panel Advocate (wherever nominated specifically for a case) and between the Advocates and the NSIL officers, such conferences would be limited to a maximum of FIVE (5) conferences.
- ii) However, depending upon the complexities involved in a particular matter and on the recommendations of concerned Legal Cell, the number of conferences may be increased by the Chairman and Managing Director (CMD) NSIL.

9. (i) Effective hearing: the effective hearing means a hearing in which either one or both parties involved in a case are heard by the Courts / arguments were advanced by the Counsel of any of the parties, Examination-in-chief, cross examination is conducted, issues/charges have been framed and statement under Section 313 Cr.P.C is recorded. And in addition to the above, effective hearings are according to the High Court Rules.

(ii) Non-effective hearing: the non-effective hearing means all hearings which are not covered in the above definition of effective hearing.

10. If a case does not reach for hearing, then no fee would be paid to the Counsel.

11. For Arbitrations before Arbitrators appointed by NSIL:

(i) The fees shall be paid in three installments in the following manner

- 40% on filing of Claim/Reply/Counter Claim on the behalf of NSIL, as the case may be.
- 40% on the time of conclusion of hearings in the matter.
- 20% after publication of the Award.

12. In the matters, where bulk notices of same nature are required to be issued, the maximum consolidated fees payable for all such notices shall not be more than Rs. 20000/-. However, actual expenses for postage and delivery shall be reimbursed.

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