

**ANNEXURE-A**

**TERMS AND CONDITIONS FOR PANEL OF ADVOCATES**  
**ESIC, SUB REGIONAL OFFICE, SALEM**

**I. General terms and conditions:**

1. The advocates will be empanelled for conducting cases in which ESI Corporation is a party Employees' State Insurance Court, District and Subordinate Courts and Other Tribunals, District Consumer Forum in Salem, Krishnagiri, Tiruchirapalli and Thanjavur districts.
2. Empanelment will not confer any right on the empanelled advocate to be entrusted with cases. The allocation of cases shall be made on the basis of availability of legal work and at the sole discretion of the Officer(s) so authorized by the Competent Authority.
3. The advocates will ordinarily be on the panel for a period of three years. The termination / non-renewal of empanelment shall be communicated to the panel advocate, and if so required, the advocate shall return the case papers along with all other documents / records connected therewith along with 'no objection certificate' / 'change of vakalat'. No Advocate shall have the right to represent ESIC upon termination of the term of engagement.
4. The performance of each empanelled Advocate shall be subject to periodical review in such form as may be prescribed in this behalf by the Competent Authority.
5. The empanelled advocates shall not delegate cases and shall deal with the cases by themselves. They may have to coordinate and work with designated Senior Advocates, if any, engaged in certain cases as well as with the Officers of ESIC.
6. Refusal of any empanelled advocate to take up a matter on behalf of ESIC, without proper justification or grounds, shall entail cancellation/withdrawal of engagement.
7. The empanelled advocates shall offer efficient and effective professional services and give adequate attention in matters relating to ESIC and conduct themselves at all times in accordance with the Advocates Act, 1961 and rules laid down by the Madras Bar Council, including rules regarding code of conduct and ethics.
8. The empanelled advocates shall not use ESIC's name, logo, symbol, etc. on their letterhead, signboard, name plate, pamphlets, etc., such as 'Legal Advisor of ESIC', 'Advocate of ESIC', etc. No empanelled advocate shall represent themselves as the Standing Counsel for ESIC before any court or forum unless specified as such by ESIC.

9. The empanelled Advocate shall maintain strict confidentiality of the cases or other matters handled on behalf of ESIC and shall not divulge any information to any third party or to the media. Any advocate who is found to have violated the above condition shall be liable to de-empanelment.
10. The advocate shall not seek any adjournment unless ESIC deems it necessary on valid or cogent reasons. Under no circumstances, the matters entrusted by ESIC should go unattended before the Court, which shall be viewed as serious violation of conditions of empanelment and may entail de-empanelment.
11. ESIC reserves the right to modify or relax the terms and conditions of engagement at any time and also the right to verify the information submitted by the advocate. The advocate shall in full accept the terms and conditions of the empanelment as determined by ESIC from time to time.
12. The applications of Advocates shall be shortlisted on such basis as may be decided by the Competent Authority. The shortlisted Advocates may be called for further interaction / interview before finalization of their empanelment. No TA/DA will be admissible for attending such interaction.
13. ESIC reserves the right to accept or reject any application without assigning any reason or to postpone or cancel the entire process of empanelment, if necessary.

## **II. Eligibility criteria for empanelment:**

1. The advocate should have a Bachelor Degree in Law from a recognized University in India.
2. The advocate should be enrolled / registered as an advocate with Bar Council of India / State Bar Council.
3. The advocates applying for empanelment are required to have minimum professional experience of at least 5 years of regular practice in the EI Courts/lower courts / tribunals, with necessary supporting documents / judgments.
4. The advocates applying for empanelment in various courts are required to be well versed in ESI Act, labour law, Civil and Criminal procedure, and other relevant Acts, Codes, etc., wherever applicable. The advocates must have good communication skills.
5. The advocates are required to have office / residence at the place where empanelment is sought so as to ensure their availability for conducting cases on their own.

The Competent Authority may relax the experience or prescribe any other additional qualifications or conditions as may be deemed fit.

### **III. Tenure of Panel:**

1. The panel shall be constituted for a period of 3 years.
2. The tenure of the existing panel can be extended depends upon the advocate's performance and service to the satisfaction of the ESI Corporation or until the new panel is constituted, whichever is earlier, and it shall be obligatory on the existing empanelled advocates to continue to provide professional legal service during the extended term.
3. The empanelment of any advocate may be terminated by the Competent Authority before the expiry of the term for reasons of non-compliance of the terms and conditions by the advocate.
4. The advocate whose empanelment is terminated for non-compliance of the terms and conditions shall return the case papers relating to the cases which were entrusted to them, along with all other related documents / records and 'no objection certificate' / 'change of vakalat'.

### **IV. Entrustment of cases:**

1. The advocates will be empanelled for the respective courts as per the eligibility, experience, and requirement, subject to acceptance by the advocate of terms and conditions.
2. The cases will usually be allocated to the empanelled advocates on rotation basis so as to give work to each advocate in due proportion and quantum.
3. The Competent Authority may entrust cases to any advocate of choice on the basis of the nature of the case or the performance of the advocate. The decision of Competent Authority in entrusting cases to the advocates shall be final.

### **V. Fees and other Conditions:**

The fee structure is as given under:

<b>Fee Structure per case including Miscellaneous Application / Review Application</b>		
<u>Sl. No.</u>	<u>Court</u>	<u>Consolidated Fees</u>
1.	E.I. Court, Magistrate Court, District Consumer Forum	Rs. 5,000/-

- i. 50% of the fee, if requested so by the advocate, shall be paid on the completion of pleadings and balance 50% shall be paid after arguments, finalization of the case and on submission of certified copy of the judgment along with legal opinion in case the judgment goes against the Corporation in full or part.

- ii.* Miscellaneous expenditure including Court Fees shall be paid on actual basis on the submission of bills along with the statements and/or vouchers.
    - iii.* No retainer fee shall be paid to any panel advocate merely because such advocate has been empanelled.

## **VI. General procedure for empanelment**

1. The applicant advocate must apply in the format (Annexure-B) as prescribed by ESIC. No application in any other format will be entertained.
2. The applications are to be complete in all respects, along with the documents in support of their eligibility, qualification, experience, etc.
3. Depending upon the requirement and number of applications received, ESIC reserves the right to shortlist the candidates to be called for interaction / interview and to be empanelled.
4. The shortlisting of candidates for interaction will be done as per the criteria as may be adopted by the committee constituted for that purpose. The decision of the Committee in this regard shall be final.
5. Interaction process for selection to respective courts will be conducted separately. The suitability of an advocate for a particular court / courts shall be decided by the Selection Committee. The empanelment of an advocate to particular court/courts is subject to the advocate's acceptance of the selection.
6. Mere fulfilment of the eligibility criteria will not confer any right on an applicant advocate to be called for interaction and to be selected.
7. The decision of ESIC regarding short listing and selection of the candidates shall be final.
8. Canvassing in any form shall be treated as ground for disqualification. The candidature of such applicants shall be cancelled forthwith.
9. The date, time, venue, and mode of interaction will be communicated by letter (Registered post with acknowledgment due) and e-mail. In exceptional circumstances SMS etc. may be used as additional form of communication. The applicants are required to provide their e-mail ID in their applications.
10. The applicant advocates may be required to bring original documents at the time of interaction.
11. The applicant advocates selected for empanelment may be issued electronic or written communication by ESIC separately.
12. The list of selected advocates will be made available in public domain by ESIC at [www.esic.gov.in](http://www.esic.gov.in).
13. The advocates are required to submit the following documents along with their application:
  - i. Copy of Degree in Law and other qualifications;
  - ii. Copy of valid Registration Certificate Issued by the Bar Council;

- iii. Copy of ID Proof;
- iv. Copy of Income Tax Returns for the last two financial years.
- v. Resume with a brief profile of experience, background, education, list of clients and nature of cases dealt with;
- vi. Copies of empanelment letters, if any, issued by other Departments / Organizations in favour of the Advocate;
- vii. Copies of the Judgments, if any, in cases where the advocate has appeared.

14. The duly filled in applications, along with the supporting documents, are to reach 'The Joint Director(I/C), ESI Corporation, Sub Regional Office, No. 39/41, Theerthamalai Vaniga valaagam, Three roads, Salem – 636009' on or before the last date of application. Applications reached after the last date shall not be entertained.

## **VII. Duties of the empanelled Advocates**

- 1. The advocate will be intimated regarding entrustment of a case through e-mail / letter and after receiving the entrustment e-mail / letter, it is duty of the advocate to represent ESI Corporation before the Court and to conduct the case.
- 2. The advocate must promptly attend the cases which are entrusted to them and argue the cases on behalf of ESIC. The advocate's absence in the Court for their entrusted cases will be considered as grounds for de-empanelment.
- 3. The advocate shall receive the petition copies / documents related to the case from the opposite party, if not already served on ESIC, and furnish copies of the same to ESIC for information and further instructions. The advocate shall file affidavits / counter affidavits / petitions / documents before the Courts wherever required on behalf of ESIC. The advocate shall obtain necessary instructions from ESIC in this regard.
- 4. The advocate shall prepare grounds of appeal or petitions / affidavits in cases where ESIC decides to file appeal or case before the courts and entrusts the case to the advocate. The advocate shall file and conduct the case / appeal before the courts on behalf of ESIC.
- 5. It shall be the responsibility of the empanelled Advocate to keep ESIC informed and updated on all the developments in their cases, dates of hearing, order of the court on the date of its pronouncement, supplying certified copies of judgments / orders etc. The advocate must report the status of the cases after each date of hearing through e-mail.

6. The refusal by any advocate to accept any legal work without furnishing in writing any reasonable cause (e.g. on grounds of conflict of interest) may entail removal of such advocate from the panel forthwith without waiting for the empanelment period to expire.
7. The advocate shall not advise any party or accept any case against ESIC or take up a case in which their appearance is likely to affect or lead to litigation against ESIC.
8. The advocates shall accept the terms and conditions of the empanelment as determined by ESIC from time to time.
9. In cases where Ministry of Labour & Employment is to be represented on the request of the Union of India, no extra fee shall be paid to the advocate to watch and safeguard the interests of Union of India, Ministry of Labour & Employment.
10. The advocate shall render all assistance to Senior Advocate engaged in particular cases before various Courts. If required, the advocates may be assigned matters to defend interest of ESIC before various courts/tribunals within Chennai.
11. The advocate must apply for the Certified Copy of the Judgment (CCJ) immediately after the order is pronounced by the Court and must take necessary steps to furnish ESIC with the CCJ.
12. If any case that is entrusted to the advocate is decided against the Corporation, the advocate must give considered opinion regarding the reasons for such adverse order and the advisability of filing an appeal from such a decision within a period of 5 working days from the date of the order (web copy).

### **VIII. Right to private practice and restrictions**

1. The advocate can have private practice which should not, however, interfere with or be in conflict with the efficient discharge of their duties as an empanelled advocate of ESIC.
2. The Advocate shall not advise any party or accept any case against ESIC during empanelment.

### **IX. Cancellation of empanelment**

The empanelment of an advocate shall be liable to be cancelled due to any of the following reasons:

1. Giving false information in the application for empanelment;
2. Failing to attend the hearing of the case without any sufficient reason and/or prior intimation;
3. Not acting as per ESIC's instructions or going against specific instructions;
4. Threatening, intimidating or abusing any of the ESIC's employees, officers, or representatives;
5. Passing on information relating to ESIC's case on to the opposite parties or their advocates or any third party which adversely affects the ESIC's interests;

6. Giving false or misleading information to ESIC relating to the proceedings of the case;
7. Seeking frequent adjournments or not objecting the adjournment moved by other party without sufficient reason;
8. Frequent absence from the court proceedings even in case where 'pass over' is obtained by the advocate.

ESIC reserves the right to terminate the empanelment of an advocate with one month's notice in writing without assigning any reason. The advocate may also apply for termination of empanelment by serving one month's notice.

## **X. Removal of difficulty**

If any doubt or difficulty arises with regard to interpretation of any clause in these terms and conditions, the decision of Competent Authority shall be final.

