

**Notice For Empaneled Advocates Jr. Panel A/B/C.**

All the empaneled advocates are hereby directed as follows:

1. Please refer below mentioned Draft agreement for empanelment. The same should be on stamp paper of Rs. 500/- and duly signed.
2. Empaneled Advocates should submit the Agreement by 24<sup>th</sup> Nov. 2017.
3. Along with the Agreement, Empaneled Advocates should submit copies of their remaining/pending documents with original (such as Marksheets/Certificates etc.) if any.

**Sd/-  
Law Officer  
MCGM**

**A G R E E M E N T**

This Agreement is made and entered into at Mumbai, and effective on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Seventeen.

**BETWEEN**

The Municipal Corporation of Greater Mumbai a body corporate having perpetual succession and a common seal constituted by the Mumbai Municipal Corporation Act 1888, hereinafter referred to “MCGM”

**REPRESENTED BY**

Smt. Nidhi Choudhari, Deputy Municipal Commissioner (Special), having their office at Sixth Floor, Municipal Head Office, Mahapalika Marg, Fort, Mumbai – 400 001, hereinafter referred to as “**DMC(Special)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successor or successors for the time being holding the office of the Deputy Municipal Commissioner (Special)) of the First Part;

**AND**

Shri/ Smt. \_\_\_\_\_,  
an Indian Inhabitant of Mumbai, residing at \_\_\_\_\_

\_\_\_\_\_’  
and being the Member of \_\_\_\_\_ Bar Association of the \_\_\_\_\_ Court; **Vendor Registration No.** \_\_\_\_\_ hereinafter referred to as “**Advocate for Jr. Panel (A/B/C)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the Second Part;

**WHEREAS** the Municipal Commissioner for Greater Mumbai has interalia deputed under Section 56 of the Mumbai Municipal Corporation Act, 1888 his powers, functions and duties to the Deputy Municipal Commissioner (Special).

**AND WHEREAS** the Municipal Commissioner vide its order under no. MGC/F/4499 dtd. 16.09.2017 had accorded their sanction for empanelment of Advocate for Jr. Panel 'A', 'B' & 'C' of MCGM for providing legal assistance in Mumbai exercising Civil & Criminal jurisdiction including High Court, City Civil Courts, Small Causes Court, Labour Court, Industrial Court, Metropolitan Magistrate Courts (at Shindewadi (Dadar) & Vileparle).

**AND WHEREAS** accordingly the MCGM has invited applications in the prescribed format through E-mail from eligible candidates for empanelment of Advocate for Jr. Panel 'A', 'B' & 'C' of MCGM for providing legal assistance in Mumbai exercising Civil & Criminal jurisdiction including High Court, City Civil Courts, Small Causes Court, Labour Court, Industrial Court, Metropolitan Magistrate Courts (at Shindewadi (Dadar) & Vileparle).

**AND WHEREAS** the party of the Second Part has shown willingness to represent the MCGM as Advocate in Jr. Panel '\_\_\_' of the MCGM and has submitted Declaration to that effect, whereby agreeing to have read and understood the terms and conditions of the empanelment as displayed on MCGM portal and to abide by the same and to maintain absolute secrecy about the cases of MCGM as required under the Act, Rules and Regulations there under.

**AND WHEREAS** it is felt prudent to utilize, the expertise and experience of the party of the Second Part by empanelment as Advocate in Jr. Panel '\_\_\_' of the MCGM

**AND WHEREAS** the Deputy Municipal Commissioner (Special) of MCGM, has granted sanction for list of empaneled Advocates, wherein the party of the Second Part is listed in Jr. Panel '\_\_\_' of the MCGM for the initial period for three years, however subject to the satisfaction of MCGM.

**AND WHEREAS** the party of the Second Part has agreed to accept the empanelment of the Advocate in Jr. Panel '\_\_\_' of the MCGM subject to the terms and conditions hereinafter appearing.

**AND WHEREAS** the party of the Second Part has agreed to comply with the terms and conditions hereinafter appearing and is desirous of recording the same subject to compliance of which the empanelment as aforesaid has been approved by the MCGM in favour of the party of the Second Part.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1. The parties hereto agree that the recitals enumerated herein above shall be deemed to form an integral and operative part of this Agreement as if the same were specifically set out and incorporated herein.

**2. Scope of work for Empaneled Advocates for Jr. Panel (A/B/C)-**

<b>Panel 'A' -</b>	The Advocate will have to conduct the matters in High Court with drafting etc till final disposal of the matter.
<b>Panel 'B' -</b>	The Advocate will have to conduct the matters in City Civil Courts, Small Causes, Labour and Industrial Court etc. with drafting etc. till final disposal of the matter.
<b>Panel 'C' -</b>	The Advocate has to draft prosecutions on behalf of MCGM related to Malaria, Dengue, etc. and other petty cases against the persons who violates the provisions of MMC Act and other related acts. The Advocate has to file the aforesaid prosecutions in respective courts, conduct the hearing, argue the matter till the final disposal of the prosecution.

The party of the Second Part hereby agrees to attend the conference, meetings held in the MCGM office, with senior officers of MCGM for briefing the Court assigned matters as when call for.

**3. Payment of Professional Fees payable to the party of the Second Part and Other Conditions-**

- 3.1 Schedule of Fees is enclosed at Annexure-I
- 3.2 Rates mentioned therein are inclusive of GST as applicable.
- 3.3 While claiming fees, self attested computerized copies of the said order be submitted for verification and necessary approval. The copies of Order/ Roznama shall be submitted with fees bill in given proforma.
- 3.4 Soft copies of the orders may be furnished in lieu of the paper copy of the order in such manner as may be prescribed in support of showing presence on the particular date of effective/ non-effective hearing, a hard copy of the Order/ Roznama obtained from web site of the High Court or the concerned court shall be submitted for verification of the bill and necessary approval.
- 3.5 Empaneled Advocate will have to register himself/ herself as a vendor of MCGM at his/ her own cost for the purpose of payment of their services.

3.6 If any dispute arises in respect of fees to be paid to the party of the Second Part, the decision of the Deputy Municipal Commissioner (in charge of Legal Department) shall be final and shall not be questioned in any way.

4. **Tenure of Empanelment :**

The initial empanelment will be for three years, subject to the satisfaction of MCGM. Performance of empaneled Advocate shall be reviewed on annual basis. However, on completion of the term and satisfactory performance of the Advocate, the empanelment may be renewed accordingly for a period of another two years by the MCGM. MCGM reserves the right to terminate the empanelment of any Advocate at any time without assigning any reason and/ or otherwise.

5. **Private Practice and Restrictions -**

5.1 The party of the Second Part 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 MCGM.

5.2 The party of the Second Part shall not advise any party or accept any litigation against MCGM.

6. **Disablements -**

Disablement on the part of the party of the Second Part shall mean and include any of the following:

6.1 Giving false information in the application for empanelment;

6.2 Handing over the brief or matter to another Advocate without prior written permission of the MCGM;

6.3 Failing to attend the hearing of the case without any sufficient reason and/ or prior intimation;

6.4 Not acting as per MCGM's instructions or going against specific instructions;

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

6.6 Misappropriation of the MCGM's funds or earmarking, using the same towards his fee without MCGM's permission.

6.7 Threatening, intimidating or abusing any of the MCGM's employees, officers, or representatives;

6.8 Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/ appeal related to MCGM;

6.9 Committing an act that tantamount to contempt of court or professional misconduct;

- 6.10 As and when debarred by Bar Council;
- 6.11 Passing on information relating to MCGM's case on to the opposite parties or their Advocates or any third party which is likely to cause any damage to the MCGM's interests;
- 6.12 Giving false or misleading information to the MCGM relating to the proceedings of the case;
- 6.13 Seeking frequent adjournments or not objecting the adjournment moved by other party without sufficient reason.
- 6.14 If performance of the party of the Second Part is found unsatisfactory or the party of the Second Part is found to be guilty of charging or collecting or demanding any remuneration from an aided person in any form or he/ she contravenes the scheme of the act, rules and regulations he/ she can be removed from the panel and shall also be liable for action for professional misconduct.
- 6.15 The MCGM reserves its rights to enlarge the scope of duty of empanelled Advocate in order to achieve the aim and object of MCGM.
- 6.16 If an empanelled Advocate withdraw himself/ herself from the matter at any stage he/ she will be debarred.

Empanelment shall be liable to be canceled due to occurring of any of the above disablement on the part of the Advocate.

## 7. **General Terms & Conditions -**

- 7.1 An empaneled 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. 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.
- 7.2 An empaneled Advocate will not delegate cases and would himself/ herself deal with the same. The Advocate has to coordinate and work with designated Senior Counsels, if any, engaged in the case as well as with the officers of the MCGM, if required.
- 7.3 An empaneled Advocate shall maintain absolute secrecy and confidentiality about the cases of the MCGM as required under the Act and Rules/ Regulations framed there under Advocate Act, 1961.

- 7.4 The Advocate shall accept the terms and conditions of the empanelment as determined by the MCGM from time to time.
- 7.5 The Advocate will have the right to private practice which should not, however interface with the efficient discharge of its duties as Advocate for the MCGM.
- 7.6 The Advocate shall not advise any party in or accept any case against the MCGM in which the Jr. Counsel has appeared or is likely to be called upon to appear for or advise or which is likely to affect or lead to litigation against the MCGM.

8. **Indemnity**

The Party of the Second Part shall keep the MCGM, their Officers and Servants harmless and indemnified from and against all losses suit, damages, cost, charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923 their officers or servants may sustain, incur or become liable to pay for the reason or in consequence as Advocate for MCGM. Such damage, injury or loss to life or property shall be made good and/ or as the case may be shall be paid immediately by the empaneled Advocate to MCGM.

9. **Dispute Resolution**

MCGM and the party of the Second Part shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this Agreement. All differences disputes arising under and out of these present, or in connection with this Agreement shall be referred to the Hon'ble Additional Municipal Commissioner of MCGM (In Charge of Legal Department) and the decision of Hon'ble Additional Municipal Commissioner of MCGM (In Charge of Legal Department) shall be final and binding on both the parties.

10. **Personnel/ Employees**

The party of the Second Part hereby agrees that the party of the Second Part is not the employee of MCGM and therefore Municipal Service Regulations, Provident Fund and Pension Rules of the MCGM applicable to the regular Municipal employees shall not be applicable to the party of the Second Part in the matter of empanelment of the party of the Second Part as Advocate for MCGM.

11. **Termination of Agreement**

If the work of the Party of the Second Part is not satisfactory or the Party of the Second Part fails to abide with terms and conditions of the Agreement

to the satisfaction of MCGM and does not act accordingly, it is the right of MCGM to terminate the Agreement by giving 1 month notice.

Further more the MCGM reserves the right to terminate this Agreement after giving 1 month notice without assigning any reason and the Advocate shall have no claims whatsoever nature.

Empaneled Advocate can terminate the Agreement by giving 1 month notice.

12. **Notices**

Any notice to be given hereunder shall be in writing and shall either be delivered personally within normal office **hours** and on working days or sent by registered post A.D. at the registered addresses mentioned in this Agreement within 15 days. A notice shall be deemed to have been served as follows :

- (a) if personally delivered, at the time of delivery **or**
- (b) if sent by registered post A.D., at the time of delivery or transmission thereof within normal office times and on working days.

13. **Applicable Laws**

The Agreement shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

14. **Jurisdiction of Court**

In case of any claim, dispute or difference arising in respect of this Agreement, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in Competent Court in the City of Mumbai.

15. **Legal charges**

The Stamp duty and legal charges of this Agreement shall be borne and paid by the party of the Second Part.



**IN WITNESS, WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN**

SIGNED, SEALED AND DELIVERED )  
By the withinnamed )  
Shri \_\_\_\_\_ )  
Deputy Municipal Commissioner (Special) )  
representing )  
Municipal Corporation of Greater Mumbai )  
in the presence of )  
1. )  
2. )

SIGNED SEALED AND DELIVERED )  
By the withinnamed )  
\_\_\_\_\_ )  
the party of the Second Part )  
in the presence of )  
1. )  
2. )

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DATED THIS \_\_ DAY OF \_\_\_\_ 2017

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**BETWEEN**

Municipal Corporation of Greater Mumbai

**AND**

\_\_\_\_\_

**AGREEMENT**

**Mr. J. J. Xavier**  
Advocate & Law Officer  
Municipal Corporation of  
Greater Mumbai, Fort,  
Mumbai:- 400 001

## **Annexure – I**

### **Schedule of Fees for Jr. Panel A/B/C**

<b>Sr. No.</b>	<b>Panels</b>	<b>Courts</b>	<b>Upto Admission</b>	<b>Till final Disposal</b>
1.	Panel 'A'	High Court	Rs. 40,000/- per matter	Rs. 50,000/- per matter
2.	Panel 'B'	City Civil, Criminal, Small Causes, Labour and Industrial Courts etc.	Rs. 35,000/- per matter	Rs. 40,000/- per matter
3.	Panel 'C'	Metropolitan Magistrate Courts at Shindewadi (Dadar), Vileparle etc.	Rs. 5,000/- per matter	Rs. 10,000/- per matter

**Note-**

- 1. The above rates are inclusive of Drafting, Conference, Appearance etc in the matter.**
- 2. The rates mentioned above are inclusive of GST as applicable.**