



**NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF
ADVOCATES**

**REQUIREMENT OF ADVOCATES/LAW FIRMS FOR
EMPANLEMENT TO REPRESENT MTNL BEFORE VARIOUS
COURTS**

MTNL, a major Telecom service provider licensed to provide all types of Telecom services (Basic Telephony, Cellular, Internet, Long distance etc.) in Licensed Service Areas of Mumbai, Thane & Navi Mumbai intends to have a panel of Advocates/ Firms for representing MTNL before various Courts..

The Law firms and practicing advocates who are registered with Bar Council of India /State Bar Council 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, are available on MTNL website www.mtnl.net.in & www.mtnlmumbai.in

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

within 30 days from the date of advertisement ie. up to 31.08.2021. The signed original application enclosed along with self attested documents for empanelment by all the applicants shall be sent on the below address:

Deputy General Manager (Legal) /

Senior Manager (Legal)

14th Floor, Telephone House,

MTNL Marg, Prabhadevi,

Mumbai- 400028.

Tel: 022-24333363: dgmlegalmbi@mtnl.in

022-24371477: legal.agm@gmail.com

The scanned copy of application can also be sent on the above email-ids “Application for the Panel Advocate” in the subject. The last date of receiving Applications in the prescribed format along with supporting documents is 31.08.2021.

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



GUIDELINES FOR EMPANELMENT OF ADVOCATES/ LAW FIRMS

Following guidelines are to provide and regulate the manner and procedure for empanelling the advocates to represent and assist the MTNL 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 Executive director, MTNL Mumbai or any other officer so designated by the Executive director, MTNL Mumbai.
- (iii) 'Court' shall mean all courts of law including District Courts at Mumbai, Thane & Navi Mumbai, any High Court, Supreme Court 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, constitutional /service law, labour law, contract law, commercial law, property laws and taxation, Information technology & Cyber laws, Intellectual Property laws Property Due Diligence and any other laws of the land, etc.
- (ii) For empanelment with MTNL as Panel Advocate an individual advocate must have at least Five (5) years of experience as a practicing Advocate and in case of firms the Senior Most Advocate/Partner/Associate of the firm must have at least Fifteen (15) years of experience as a practicing Advocate.
- (iii) There would not be any court specific empanelment however, while referring cases to Advocates the following would be the criterion for such referrals:
 - a) For designation of an Advocate to handle the cases before the High Courts and Supreme Court of India: -At least 10 yrs. experience in case of individual advocate and 15 yrs of experience of Sr. Partner in the case of firms.
 - b) Further for designation of an Advocate to handle cases before Supreme Court of India generally those Advocates who are regularly practicing before the Supreme Court and are Advocates-On-Record would be preferred, if they are otherwise found to be competent and eligible.
 - c) For designation of an Advocate to handle the cases before all the other courts not mentioned above: - At least 5 years experience in case of individual advocate and 15 yrs of experience of Sr. Partner in the case of firms.

- (iv) 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 Mumbai, Thane, Navi Mumbai or Mira Bhayandar Municipal Corporations.

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 three 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 Executive director MTNL Mumbai. The MTNL 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 MTNL is a necessary party.
- (ii) Proforma matters: - where the MTNL is a proforma party in matters pending before any court, the same may be taken care of by the officers of the MTNL. 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, Constitutional Law, civil 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, etc. having the expertise, experience, performance and conduct of advocates in these fields in general or experience in dealing Telecom Regulatory cases or cases of the MTNL, if any, in particular.
- (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 empanelled 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 empanelled 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 MTNL, if required.
- (ix) The Advocates empanelled under these guidelines shall not be employees of MTNL for any purpose and therefore, shall not be eligible for any benefits available to its employees.
- (x) The empanelled Advocate shall maintain absolute secrecy and confidentiality about the cases of the MTNL 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 MTNL 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 MTNL 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 Executive Director MTNL Mumbai 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 the every proceeding.

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 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 MTNL.

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

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 MTNL as well as in a leading newspaper. For this purpose, the Competent Authority may authorize any Officer/group of Officers of MTNL 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) Annual income-tax return filed with the Tax Authorities.
- (iv) Track record and integrity.
- (v) If considered necessary, an enquiry with the respective Bar Council/Bar Association about the claims and conduct of the Advocate to be empanelled may be made and credentials may also be verified.
- (vi) If the Advocate is empanelled by other Organizations/Authorities.
- (vii) If MTNL 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 favourable outcome/decision which are reported/referred in reputed legal journals etc.

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) Details regarding representation of other Govt/PSU/Statutory Bodies/Telecom Sector organizations
- (v) Documents regarding empanelment with other Organizations, if any.
- (vi) Details regarding the cases in which the Advocate was able to get favourable outcome/decision which are reported/referred in reputed legal journals etc.
- (vii) Details of office Infrastructure.
- (viii) Acceptance of all the terms and conditions of empanelment unconditionally and unequivocally.
- (ix) An undertaking from the advocate to the effect that all information furnished by him is correct.

(x) Other relevant information, if any.

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 MTNL 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 empanelled Advocate of the MTNL.
- (ii) An advocate shall not advise any party or accept any case against MTNL.

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 the MTNL;
- (iii) Failing to attend the hearing of the case without any sufficient reason and/or prior information;
- (iv) Not acting as per MTNL'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 MTNL's funds or ear marking's, using the same towards his fee without MTNL's permission.
- (vii) Threatening, intimidating or abusing any of the MTNL'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 MTNL;
- (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 MTNL's case on to the opposite parties or their advocates or any third party which is likely to cause any damage to the MTNL's interests;
- (x) Giving false or misleading information to the MTNL 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 thereon imposing cost or reputation or both on MTNL Mumbai, MTNL Mumbai reserves the right to terminate the services of defaulter Advocate and that Panel Advocate is bound to provide NOCs. In such circumstances MTNL reserves the right to appoint another panel Advocate to defend said matters.

- (xiii) Empanelment shall be liable to be cancelled due to occurring of any of the above disablements 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 ED MTNL and his decision in this regard shall be final and binding. Executive Director MTNL Mumbai 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.

ANNEXURE 'A'

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
- 14) Experience of Telecom Regulatory Matters, if any

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 MTNL 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 -----, Advocate

Dear Sir,

Sub: Empanelment as MTNL's Advocate

This is with reference to your application dated ----- wherein you have evinced interest for empanelment as an advocate with the MTNL. 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 MTNL's terms and conditions as enumerated in the Guidelines for such empanelment.
2. Your fees would be strictly governed by the MTNL fee schedule for Panel Advocates as amended from time to time and you will not claim any retainer fee or employment in MTNL's service.
3. You will not accept any case against the MTNL.
4. You will take necessary steps to protect the interest of the MTNL 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 MTNL'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 MTNL may at any time, at its discretion, withdraw from you any proceedings/matter/ brief and may discontinue you as MTNL's advocate without assigning any reason thereof and without paying any further fees.
8. You will keep MTNL informed about the developments in the matters entrusted to you.
9. Unless a case is specially assigned to you by the MTNL, you will not on your own receive Summons / Notices of the MTNL'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 MTNL in

this regard.

10. You shall not use MTNL's name or symbol, logo in your letter heads, sign boards name plates etc.
11. In case of any misconduct, the MTNL will take appropriate action against you which includes filing complaint with Bar Council and recovery of financial loss caused to the MTNL due to your misconduct.
12. In case of initiation of any disciplinary proceedings/ criminal proceedings against you, the MTNL 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, MTNL 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 MTNL 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 MTNL.
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 the 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 MTNL Mumbai, MTNL Mumbai reserves the right to terminate your services for becoming defaulter and you shall bound to provide NOCs for the same. In such circumstances MTNL 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)

ANNEXURE 'C'

FEE SCHEDULE FOR PANEL OF ADVOCATES

A APPEARANCES			
Sr. No.	Particulars	For Sr. Counsel (Rs.)	For Jr. Counsel (Rs.)
A-1	Before Supreme Court, High Courts including criminal matters (except Regulatory Matters)		
a(i)	For Effective Hearing	10000	2500
a(ii)	For Non Effective Hearing	3000	1000
(b)	Before Registrar, Dy. Registrar, Joint Registrar	3000	1000
(c)	Civil Suits	Rs. 20,000/- consolidated fees per case	
A-2	Regulatory Matters before Supreme Court, High Court and TDSAT		
a(i)	For Effective Hearing	12000	3000
a(ii)	For Non Effective Hearing	3000	1000
(b)	Before Registrar, Dy. Registrar, Joint Registrar	3000	1000
A-3	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(i)	For Effective Hearing	8000	2000
a(ii)	For Non Effective Hearing	3000	1000
(b)	Before Registrar, Dy. Registrar, Joint Registrar	3000	1000
A-4	Before CEGAT, State Consumer Dispute Redressal Commission, Company Law Board, CGIT, CAT, NCLT, Debt Recovery Tribunal, BIFR, AAIFR, Other Statutory Authorities/Bodies		
a(i)	For Effective Hearing	7000	1500
a(ii)	For Non Effective Hearing	2500	750
(b)	Before Registrar, Dy. Registrar, Joint Registrar	2500	750
A-5	Criminal Matters before District Courts/Metropolitan Magistrate		
a(i)	For Effective Hearing	7000	1500
a(ii)	For Non Effective Hearing	2500	750
(b)	Before Registrar, Dy. Registrar, Joint Registrar	2500	750
A-6	Before District Court/City Civil Courts/Lower Courts, Small Cause Courts, Metropolitan Courts (including Civil Suits/ Execution Petition, complaint u/s 138 of NI Act etc.)	1200	500

A-7	Before District Consumer Forum, Arbitration i.r.o. Disputes u/s 7B of Indian Telegraph Act, 1885	5000/-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 (including Civil Suits and criminal matters) (except Regulatory Matters)		
a	Special Leave Petitions/Appeals/ Writ Petitions/Replies/Counter Affidavits/ Rejoinders/Replications/W.S./Plaints/Suits/ Statement of Claims and Counter Claims	10000	5000
b	Interim Application/Misc. Appl./ Misc Civil Petition/Replies thereto	2500	1500
c	Caveat	2500	1500
d	Affidavit by way of Evidence per affidavit	3000	1500
B-2	Regulatory Matters before Supreme Court, High Court and TDSAT		
a	Special Leave Petitions/Appeals/ Writ Petitions/Replies/Counter Affidavits/ Rejoinders/Replications/W.S./Plaints/Suits/ Statement of Claims and Counter Claims	9000	4000
b	Interim Application/Misc. Appl./ Misc Civil Petition/Replies thereto	2000	1500
c	Caveat	2000	1500
d	Affidavit by way of Evidence per affidavit	2500	1500
B-3	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/	6600	1800
b	Interim Applications/Misc. Applications/ Replies thereto	1500	1000
c	Caveat	1500	1000
d	Affidavit by way of Evidence per affidavit	2000	1500
B-4	Before Central Administrative Tribunal, Arbitrators appointed by Courts/Ministry of Law/DPE/ICA/ICADR/SFCA etc CEGAT, State Consumer Dispute Redressal Commission, Company Law Board, CGIT, NCLT, Debt Recovery Tribunal, BIFR, AAIFR, Other Statutory Authorities/Bodies		
a	Petitions/Appeals/Replies/ Rejoinders/	5000	1600
b	Interim Applications/Misc. Applications/ Replies thereto	1500	1000
c	Caveat	1500	1000
d	Affidavit by way of Evidence per affidavit	2000	1500

B-5	Criminal Matters before District Courts/Metropolitan Magistrate		
a	Petitions/Appeals/Replies/ Rejoinders/	5000	1600
b	Interim Applications/Misc. Applications/ Replies thereto	1500	1000
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/Arbitrators appointed u/s 7B of Indian Telegraph Act		
a	Plaint/Petitions/Ex. Petition/Recovery Suits/ Complaint/Replies/WS/ Replications /Rejoinders	1500	1000
b	Interim Applications/Misc. Applications/replies thereto	1000	500
c	Caveat	1000	500
d	Affidavit by way of Evidence per affidavit	1500	1000
C	ARBITRATION BEFORE ARBITRATORS APPOINTED BY MTNL OFFICERS		
	Claim amount	Consolidated fees (including appearance, drafting, conferences, clerkage etc.) (Ref. Point No. 10 of Notes)	
	Upto 50 lacs	25000/-	Subject to maximum 1% of the claim amount as per the original/initial Statement of Claim
	More than 50 lacs upto 1 crore	50,000/-	
	More than 1 crore upto 50 crore	2,00,000/-	
	More than 50 crore	5,00,000/-	
D	CONFERENCES AND CONSULTATIONS (PER HOUR BASIS)		
	For Regulatory Matters	3000	1000
	For other matters	2500	1000
E	1. WRITTEN OPINION (including conferences)	5000	2500
	2. DUE DILIGENCE REPORT FOR PROPERTY (including conference)	5000	2500
F	DRAFTING OF LEGAL NOTICE	1500	1000

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 MTNL'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 respective EDs of the Units and by CMD/Director (HR) in the Corporate Office on the merits of each case.

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 MTNL, 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 and same shall not be paid on the charges like misc. expenses, photocopy expenses etc. subject to maximum of Rs. 2000/- per hearing.
4. Reimbursement of miscellaneous expenses, not specifically covered in fee schedule, shall be permitted on production of original bills/ vouchers.
5. 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 full fees, 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.
6. 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.
7. 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 MTNL officers, such conferences would be limited to a maximum of ten (10) 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 Executive Director MTNL Mumbai.
8. (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.
9. If a case does not reach for hearing, then no fee would be paid to the Counsel.
10. For Arbitrations before Arbitrators appointed by MTNL Officers:
- (i) Notwithstanding anything in the above fee schedule the consolidated fee that will be paid to MTNL advocate, shall not exceed 1% of the claim amount as per the original/initial Statement of the Claim filed by the party invoking the Arbitration.
 - (ii) The fees shall be paid in three installments in the following manner
 - 40% on filing of Claim/Reply/Counter Claim on the behalf of MTNL, as the case me.
 - 40% on the time of conclusion of hearings in the matter.
 - 20% after publication of the Award.
11. In TR 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. 1500/-. However, actual expenses for postage and delivery shall be reimbursed.
12. The above fee payable is exclusive of the service tax and the service tax would be deposited by MTNL in terms of applicable rules with the concerned authorities directly. Liability of MTNL towards payment of Service Tax would be subject to applicable rules only and any amendment/modification thereto would be applicable immediately.