

Telecom Regulatory Authority of India
New Delhi

No. 11-22/2014-Legal

Dated: 03rd July , 2014

NOTICE

Engagement of Retainer Counsel

The Telecom Regulatory Authority of India, a statutory body, intends to engage retainer counsel for representing TRAI before different Courts, rendering legal advice, drafting, and vetting of petitions, appeals, replies etc. Interested Advocates may submit their willingness in the prescribed proforma latest by **25th July, 2014** to the Advisor (Legal), Telecom Regulatory Authority of India, Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, Next to Zakir Husain College, New Delhi- 110 002. The details of the terms and conditions of engagement of retainer counsel are contained in the notice dated 03rd July,2014 published on the website of the TRAI – www.trai.gov.in.

For any further information/query, Shri Amit Mohan Govil, Advisor (Legal) may be contacted over telephone No. (011) 23237024.

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The Telecom Regulatory Authority of India intends to engage retainer counsel for representing TRAI before different Courts, rendering legal advice, drafting of petitions and vetting of legal documents etc. Interested Advocates may submit their willingness in the enclosed proforma. The details of the terms and conditions of engagement of retainer counsel are as under:-

1. Tenure of engagement: The initial employment of the retainer counsel will be for a period of one year and if the performance is found to be satisfactory by the Authority, the tenure of the retainer counsel may be extended for further period, as the Authority may decide from time to time. However, the Authority reserves the right to terminate the engagement of the retainer counsel at any time.

2. Eligibility for engagement:

(a) The retainer counsel should possess adequate experience in handling cases pertaining to telecommunications and broadcasting and cable services in different courts and should also be well versed with constitutional law and other relevant laws.

(b) The Advocate should have minimum professional experience of ten years in the High Court and Supreme Court.

However, the Authority reserves the right to relax the eligibility conditions in deserving cases.

3. Fees and other conditions:-

(a) Advocate should indicate the fees for their different professional services which shall be valid during the tenure of the retainer counsel.

(b) The Advocate appearing as retainer counsel for TRAI before any Court shall be entitled to claim full fees only in case of effective hearing. For non-effective hearing the retainer counsel shall be entitled for 1/4th of the fees.

(c) Where two or more cases involving substantially identical or similar questions of law or facts are heard together, the retainer counsel will be paid full fee in one case and 1/4th fee in the other cases.

(d) For cases listed before Registrar Court of Hon'ble Supreme Court, High Court and TDSAT, or any other Court/Tribunal, 1/4th of the fees will be paid if the retainer counsel is required to appear.

(e) When the case is listed for hearing but adjournment is sought by TRAI, the retainer counsel will be entitled for 1/4th of the applicable fee only in one case irrespective of the number of tagged cases listed for hearing. The fee payable

for cases listed for notice or direction shall also be regulated in the similar manner.

(f) The Advocate should quote his fees for appearance in Delhi for different Courts and for appearance before Courts outside Delhi separately. The retainer counsel will be paid clerkage @ 10 % only for effective hearing. The miscellaneous expenses such as typing, photocopy, etc. will be paid on actual basis.

(g) For outstation appearance the expenses towards to and fro travel by economy class by air or by first class by train and boarding and lodging charges, as applicable to the officer of the rank of Deputy Advisor in TRAI will be over and above the fee for outstation appearance. While appearing for TRAI at outstation, the counsel is also entitled for the actual expenditure incurred on travelling by taxi on production of original bills.

(h) If the junior of the retainer counsel appears, one fourth of the fee will be paid.

(i) The Authority reserves the right to add or vary the terms and conditions when engaging the retainer counsel. No fee shall be payable if advance notice of adjournment is received.

(j) The decision of the Authority regarding fee payable to the retainer counsel in terms of sub-para (a) to (i) shall be final.

(k) The retainer counsel shall have the right to private practice which should not, however, interfere with the efficient discharge of his duties as a retainer for the Authority.

4. The retainer counsel shall ensure that during his engagement with TRAI, there is no clash of interest with TRAI vis-à-vis their other clients. The engaged retainer counsel shall also not advise any party or accept any case against the Authority in which he has appeared or is likely to be called upon to appear or to give advice which is likely to lead to litigation against the Authority.

5. Effective hearing for the purpose of claiming appearance fee in a case means a hearing in which one or both the parties involved in a case are heard by the court. If the matter is called in its turn and the Counsel is present to represent the Authority and the Court/Tribunal listens to the submissions made by him or by other side or by both and if, thereafter, the Court/Tribunal adjourns the matter, that will be an effective hearing. If the case is mentioned and adjourned or only directions are given or only judgment is delivered by the Court/Tribunal, it would not constitute an effective hearing but will be termed as non-effective hearing.

6. In case the retainer counsel is busy in one Court/Tribunal in connection with some case or cases of TRAI and after finishing his work in such Court/Tribunal, he joins during the course of an effective hearing of a case in another Court/Tribunal, the counsel shall be entitled to full appearance fee for his appearance in the second Court/Tribunal in addition to the applicable fee for his appearance in the first Court/Tribunal. In case only the junior of the retainer counsel appears and takes note in such effective hearing, only 1/4th of the appearance fee shall be payable.

7. Whenever the retainer counsel is unable to appear in a Court/Tribunal for arguing the case on behalf of TRAI due to his pre-occupation in some other Court/Tribunal in connection with the case of some other client, the retainer counsel shall give advance intimation to TRAI so that TRAI may request another counsel to appear and argue in his place and, in such case, the appearance fee shall be paid to the other counsel actually appearing in the case. However, the retainer counsel may be required to depute his junior to brief the other retainer counsel and to assist him in the hearing for which no fee would be paid for the briefing or appearance of the junior.

8. Retainer fee will be paid to the retainer counsel.

9. Termination: - The Authority may terminate the engagement by giving one month's prior written notice to the other party.

10. General: - The retainer counsel will be engaged by the Authority on case to case basis and the allocation of work will be decided by the Authority.

(a) The retainer counsel will take necessary steps to protect the interest of the Authority in matters entrusted to him from time to time.

(b) Engagement does not confer any right or claim that the retainer counsel shall alone be entrusted with the work of the Authority.

(c) The Authority may, at any time, at its discretion, withdraw from the retainer counsel any proceedings/matter/brief.

(d) The retainer counsel shall keep Authority informed regarding the developments in the matters entrusted to him.

(e) If more than one retainer counsels are engaged, the Authority will allocate the work and assign the cases amongst them.

(f) The retainer counsel shall not use Authority's name or symbol, logo in his letter heads, sign boards name plates etc.

(g) In case of any misconduct, the Authority will take appropriate action against the retainer counsel which includes filing complaint with Bar Council and recovery of financial loss caused to the Authority due to misconduct of the retainer counsel.

(h) In case of initiation of any disciplinary proceedings / criminal proceedings against the retainer counsel, the Authority may remove such retainer counsel from the panel without waiting for the conclusion of such proceedings.

(j) The retainer counsel shall not advise any party or accept any case against the Authority in which he has approved or is likely to be called upon to appear for or advice or which is likely to affect or lead to litigation against the Authority.

11. The size of panel of retainer counsels will be decided by the Authority from time to time based on the quantum of work. Refusal by any retainer counsel to accept any work otherwise on the ground of conflict of interest may result in removal of such retainer counsel from the panel. The retainer counsel shall not contest any case against the Authority during their engagement. The engaged retainer counsel shall not delegate the case to any other Advocate. Engaged retainer counsel shall not be treated as employee of the Authority and, therefore, shall not be eligible for any benefit available to its employees.

12. The engaged retainer counsel shall maintain absolute secrecy and confidentiality about the cases of the Authority entrusted to it and any other sensitive information acquired by him during the course of defending the Authority in various forums or otherwise.

13. The Authority reserves the right to engage any other retainer counsel or Government law officers for any case.

14. The engagement of any retainer counsel shall be at the sole discretion of the Authority and no person shall have any claim for being engaged.

15. Interpretation: In case of any doubt relating to the above terms and conditions and in respect of any item not covered by the above terms and conditions, the decision of the Authority shall be final and binding upon the counsel.

16. The interested Advocates may submit their details and willingness in proforma at Annexure 'A', the details of fees in Annexure 'B' and declaration in Annexure 'C'.

Annexure-A

FORMAT OF BIO DATA FOR RETAINER COUNSEL

- 1) Name of the Advocate
- 2) Date of Birth,
- 3) Educational Qualifications
- 4) Date of enrolment and the name of the Bar Council
- 5) Period of practice
- 6) Details of experience/practice
- 7) Area of practice
- 8) Specialization, if any (constitution/telecommunication/taxation/services etc)

The details of a few important cases the Advocate has dealt with/handled and reported Judgment, if any.

- 9) Brief list of clients e.g. Govt./organizations/Commissions/PSUs
- 10) The courts where the Advocate is regularly practicing (Enclose Bar Association Membership Certificate)
- 11) Date of enrolment as an Advocate – on – record of the Supreme Court and
Registration No.

12) Experience in Telecom & Broadcasting matter (list out the cases handled in Telecom & Broadcasting, Regulatory, TRAI matter and the results thereof)

13) A brief note on suitability of the applicant for engagement.

Annexure-B

1) Name of the Applicant :

2) Income Tax PAN number :

3) The details of fees for different professional services, as listed below(fees may be quoted as per the terms and conditions stipulated in this notice):

Sl. No.	Description of Service	Remuneration
i.	Monthly retainer fee(inclusive of receiving notices in TDSAT and Delhi High Court, drafting and vetting of pleadings, rendering legal opinions, filing of replies/affidavits, applications, appeals and other documents etc.)	
ii.	Fee for appearance in the courts/tribunals at Delhi independently or in association with a Senior Counsel, per effective hearing	
iii.	Fee for appearance in the outstation courts/tribunals and remaining away from Delhi either independently or in association with a Senior Counsel, per effective hearing.	
iv.	Fee for appearance in the Hon'ble Supreme Court independently or in association with a Senior Counsel, per effective hearing.	
v.	Fee for briefing/conferencing with Senior Advocates.	
vi.	Fee of conferencing with Senior Advocates (for Supreme Court cases).	
vii.	Typing/Photocopy/other Misc. expenses	
viii	One time fees for filing vakalatnama, appeals and counter affidavits etc. in Supreme Court.	

DECLARATION

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 Authority.

Signature of Advocate

Address (office & residence/chamber)

Tel. No.-----

Mobile No.-----

Fax No.-----

E-mail.-----