

No. HQ-LAW0STLD/3/2021-O/o GM/LAW/DFCC (E-8252)

Date: 25.06.2024

**Addendum I to Notification for Empanelment of Law firms in DFCCIL Dated  
16.01.2024**

1. Expression of Interest (EOI) for empanelment of Law Firms was notified vide Notification No. DFCCIL/NIT/LEGAL SERVICES/2023 Dated 31.05.2023
2. Law Firms applied in terms of EOI and their applications were assessed as per eligibility criteria mentioned in the EOI. Following law firms have been found suitable as per the eligibility criteria and therefore, they are empaneled after the approval of the Competent Authority.
3. The validity of this panel is for three years from the date of the Notification or till further orders, whichever is earlier.

Ends: As above.



(K.P. Yadav)

Group General Manager/Law

1. Secy, to Managing Director: for kind information of Managing Director
2. Dir/Fin, Dir/PP, Dir/Infra, Dir/OP&BD, CVO-for kind information.
3. All GGMs/GMs - for kind information.
4. All CGMs field Units- for kind information.

**ADDENDUM -I TO THE NOTIFICATION DATED: 16.01.2024****List of Empanelled Law Firms for DFCCIL****(SC - Supreme Court, DHC - Delhi High Court, HC- High Court, HC's- Various High Courts,  
DC- District Court)**

S.No.	Name of Law Firms	Contact details	Category	Court Location
1	M/s ABG Lawyers & Solicitors LLP	Add: 66, Babar Road, 2nd Floor, Bengali Market, C.P. New Delhi - 01 <b>Mob: 9810298766</b> <b>Email: anjubhushan@hotmail.com</b>	A	SC, DHC, DC
2	M/S.ASKADV Law Associates	Add : R-67, 3rd floor, GK I, New Delhi <b>Mob : 9999814755</b> <b>Email : devesh.adv@gmail.com</b>	B	SC, HC, DC
3	M/S. Chandhiok & Mahajan Advocates & Solicitors	Add : C- 524, Defence colony, New Delhi <b>Mob : 9810068683</b> <b>Email : rahul.narain@chandhiok.com</b>	A	SC, HCs
4	M/S. Gaur and Company law Firm	Add : Ch No. 903, Patiala House Court New Delhi <b>Mob : 9811805474</b> <b>Email : gaurandcompany@yahoo.com</b>	B	SC, HCs
5	M/S. Hammurabi & Solomon partners	Add : 405 & 405-A, 4th Floor, Rectangle-1, Gate no 3, Plot No D-4, Saket Dist Centre, Saket, New Delhi-110017 <b>Mob : 011-43520001</b> <b>Email : Manoj.kumar@hammurabisolomon.com</b>	A	SC, HC, DC
6	M/S. Law Senate	Add : Chamber no. 632, 6th Floor, Block - D, Lawyer Chamber Block, Additional Building Complex, Supreme court / B-3/73, Lower Ground floor, Safdarjung Enclave, New Delhi - 29 <b>Mob : 9818313164 011-79690349</b> <b>Email : ravi@lawsenate.com</b>	A	SC, HC, DC
7	M/s Lawbridge Partners	Add: 23/19, C Y Chintamani Road, allahabd-211002 <b>Mob: 9760192098</b> <b>Email: tanmay.sadh@gmail.com</b>	B	Allahabad HC, DC

8	M/S Legal Business Consulting	Add : Ch. No. 1, Near Metro Pillar No. 1, IIT Gate, Main GT Road, Kanpur 208016 <b>Mob: 9838619311</b> <b>Email: legalbusinessconsulting17@gmail.com</b>	B	Allahabad DC
9	M/s Maheshwari & Co.	Add: B- 7/1, Safdarjang Enclave Extn., New Delhi - 110029 <b>Mob: 9582754796</b> <b>Email: info@maheshwariandco.com</b>	A	SC, DHC, DC
10	M/S. Mind legal Advocates & Conusltants	Add : Mind Legal, Defence colony, Block A/165, LGF, New Delhi 110024 <b>Mob : 9643362081</b> <b>Email : junaid@mindlegal.in</b>	A	SC, HCs
11	M/s NIC Legal World LLP	Add: C-582, Defence colony, New Delhi -24 <b>Mob: 9811152709</b> <b>Email: nk.gupta@legalworldgroup.com</b>	A	SC, DHC, DC
12	M/S. SDS Advocates	Add : Mumbai Office: No. 155, 15th floor, Maker Chmbers-III, Nariman Point, Mumbai-400021 Delhi Office: Flat no. 1, first floor, Bunglow no. 2, Nizamuddin East New Delhi <b>Mob : 9769441090 2235656191</b> <b>Email : subirkumar@sdsadvocates.com</b>	B	Bombay HC & DHC
13	M/S. Singhania & Co.	Add : N- 17, Pal Building, Green Park Extn. New Delhi 110016 <b>Mob : 9799900360</b> <b>Email : apeksha@singhania.com</b>	A	SC, HCs
14	M/s Universal Legal	Add: W-53, 3rd floor GK I, New Delhi 110048 <b>Mob: 9811213234</b> <b>Email: shauraya.mitra@icul.in</b>	A	Delhi DC

**1. GENERAL TERMS AND CONDITIONS:**

- a. The Empanelled Advocate(s)/Law Firm(s) shall represent DFCCIL and its Officers/Officials before the Hon'ble Supreme Court of India, Hon'ble High Court & the other judicial forums on behalf of DFCCIL, in the cases assigned.
- b. The Empanelled Advocate(s)/Law Firm(s) shall perform such other duties of a legal nature as may be assigned by DFCCIL.
- c. The Empanelled Advocate(s)/Law Firm(s) shall keep the DFCCIL informed of all the developments of the matter, on its own, after every hearing and submit a case status report accordingly.
- d. The Empanelled Advocate(s)/Law Firm(s) shall assign a representative / Clerk with DFCCIL to carry out the coordination as well as to collect/deliver the documents / case papers from/in DFCCIL.
- e. DFCCIL will send the information to the panel Advocate(s)/Law Firm(s) through post/ e-mail/SMS regarding entrustment of a case and after receiving the communication/message, it is the duty of the panel Advocate(s)/Law Firm(s) to collect the brief/copy of the petition.
- f. The Advocate(s)/Law Firm(s) shall keep DFCCIL informed of all the developments in the case from time to time particularly with regarding drafting, filing of papers, dates of hearing of the case, order, judgement of the court case on the dates of its pronouncement, supplying certified copies of the judgment.
- g. The empanelled Advocate(s)/Law Firm(s) shall not accept any engagement against DFCCIL and DFCCIL shall have sole right to use their name as an Advocate/ Law Firm.
- h. DFCCIL reserves the right for allotment of legal work, court cases to any empanelled Advocate/ Law Firm and no claim of any nature will be entertained in this regard. The decision of CGM of the concerned field unit in respect of batch/bunch petitions and settlement of fee, will be final and binding at unit level and no claim/correspondence of any nature will be entertained in this regard. However, GGM/Law or GM/Law at Corporate Office, who is the sole nodal officer for all the purposes/correspondence, shall have the final authority to decide such disputes in terms of clause 6.
- i. The day-to-day proceedings in the cases assigned to the empanelled Advocate/ Law Firm shall be intimated in writing or by e-mail to CGM of concerned field unit and to GGM/Law or GM/Law.



- j. The Advocate/ Law Firm shall attend the offices of DFCCIL and Sr. Designated Advocates as and when required and shall make their own arrangements for collection of petitions or delivering documents to the office of DFCCIL.
- k. The performance of empanelled Advocate(s)/Law Firm(s) shall be continuously monitored and examined by the GGM/Law and their continuance with DFCCIL shall depend on their performance.
- l. DFCCIL reserves the right to cancel the name of any empanelled Advocate(s)/Law Firm(s) without assigning reason thereof.
- m. These terms and conditions will not be applicable in criminal cases.
- n. GST to be payable shall be borne by DFCCIL subject to rules applicable from time to time.
- o. After completion of case or expiry of tenure or de-panelment of Advocate(s)/Law Firm(s) or decision to withdraw the case from the Advocate(s)/Law Firm(s), either on its completion or in between, all such cases/files in the custody of the Advocate(s)/Law Firm(s) will be returned to DFCCIL without any demur and final payment, if any, will be made after receipt of the relevant documents/files.
- p. When any case is attended by the Advocate/Law Firm and if the same is decided against the DFCCIL then Advocate/Law Firm shall render his/her opinion, without any cost, regarding filing of an appeal arising out of such decision not later than five (5) working days from the date of receipt of copy of the judgment/order.
- q. The Advocate(s)/Law Firm(s) will be engaged by DFCCIL on case-to-case basis and the allocation of work shall be decided by DFCCIL at its sole discretion without assigning any reason whatsoever.
- r. The Advocate(s)/Law Firm(s) will take necessary steps to protect the interest of DFCCIL in matters entrusted from time to time and no statement or submission shall be made before any Court/Tribunal without obtaining prior consent from DFCCIL.
- s. Unless a case is specifically assigned, the Advocate(s)/Law Firm(s) will not on its own receive Summons/Notices on behalf of DFCCIL and even if any Summon/Notice is received and no Vakalatnama has been issued by DFCCIL, the Advocate(s)/Law Firm(s) shall not otherwise deal with such cases on its own motion, but shall immediately inform DFCCIL about the details of the case.
- t. Refusal by any Advocate(s)/Law Firm(s) to accept any work without any reasonable cause (e.g. on grounds of conflict of interest), may entail removal of such Advocate(s)/Law Firm(s) from the panel of DFCCIL.



- u. Empanelment does not confer any right or claim that the Advocate(s)/Law Firm(s), shall be entrusted with the work of DFCCIL.
- v. The Advocate/Law Firm, should not have been blacklisted/debarred by any Central Govt./State Govt./Government Company/Public Sector Undertaking/ Govt. bodies.
- w. The Advocate/ Law Firm should have adequate setup/infrastructure to deal with the matters.
- x. The Advocate(s)/Law Firm(s) shall not use the DFCCIL's name or symbol, logo in his/her letter heads, sign boards, name plates, advertisements. websites, etc., without explicit permission of DFCCIL.

## **2. RIGHT TO PRIVATE PRACTICE AND RESTRICTIONS**

- I. The Advocate(s)/Law Firm shall have the right to private practice which should not, however, interfere with or be in the conflict to the efficient discharge of his duties as an empanelled Advocate(s)/Law Firm(s) of the DFCCIL.
- II. The Advocate(s)/Law Firm(s) shall not advise any party or accept any case against DFCCIL.
- III. If the Advocate happens to be partner of a firm of lawyers or Solicitors, it will be incumbent upon the firm not to entertain any case against DFCCIL arising in any Court/Tribunal/or any Forum.

## **3. DEBARMENT/REMOVAL FROM PANEL:**

The Advocate(s)/Law Firm(s), shall be debarred/removed from empanelment; in present and/or in future, in DFCCIL, if the Advocate(s)/Law Firm(s):

- a) Obtains the empanelment on the basis of false information/ misrepresentation of facts.
- b) Hands over the brief or matter to another advocate without prior written permission of DFCCIL.
- c) Fails to attend the hearing of the case without sufficient reason and prior information.
- d) Fails to act as per DFCCIL's instructions or going against specific instructions.
- e) Fails to return the brief when demanded or not allowing or evading to allow its inspection on demand.
- f) Misappropriates the DFCCIL funds or earmarking/using the same towards his fee or for any unauthorized purpose without DFCCIL's permission.



- g) Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/ appeal related to DFCCIL's without permission.
  - h) Commits an act which tantamount to Contempt of Court, Professional Misconduct or gross negligence.
  - i) Is convicted in any offence resulting into arrest or detention or debarment by the Bar Council.
  - j) Pass on information relating to DFCCIL's cases on to the opposite party/ Counsel which may cause prejudice to the DFCCIL's interest.
  - k) Give false or misleading information to the DFCCIL relating to the proceedings of the case.
  - l) Ask for frequent adjournments or not objecting to the adjournment moved by other party without sufficient reason.
  - m) Fails to maintain/honour confidentiality and secrecy of the DFCCIL's data, statement and other information.
  - n) Threatens, intimidates or abuse any of the DFCCIL's employees, officers, or representatives.
  - o) Any act of canvassing/undue influence for empanelment/assignment of work.
4. DFCCIL reserves its right to engage any other Advocate of its choice, to perform duties that are assigned to empanelled Advocate(s)/Law Firm(s). An empanelled Advocate(s)/Law Firm(s) shall have no claim that he/she alone should be entrusted with DFCCIL legal matters.

#### 5. CONFIDENTIALITY CLAUSE

During the Term of Empanelment and thereafter, the Advocate(s)/Law Firm(s) shall maintain strict confidentiality of the matters pertaining to the DFCCIL and shall submit the Confidentiality undertaking placed at Annexure-C.

DFCCIL shall treat all information, submitted as part of the advice / report/ submissions, in confidence and shall require all those who have access to such material to treat the same in confidence. DFCCIL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

All documents and other information provided by DFCCIL or submitted by the Advocate(s)/Law Firm(s) and all its Personnel to the DFCCIL shall remain or become



the property of DFCCIL. DFCCIL will not return any submission or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Advocate(s)/Law Firm(s) and all its Personnel to DFCCIL in relation to the Advice shall be the property of DFCCIL.

#### 6. INTERPRETATION

In case of any doubt or difference of opinion, interpretation issue or ambiguity as regards the terms and conditions of empanelment of Law Firms/Advocates the same shall be decided by GGM/Law or GM/Law with approval of Competent Authority. GGM/Law or GM/Law shall be the sole nodal officer for all the purposes/correspondence.

#### 7. FEE STRUCTURE

##### I. Before the Hon'ble Supreme Court/High Court/NGT/NCLT/NCLAT/CAT/ Arbitral Tribunals except Land Matters

SN	ITEM	AMOUNT			
		Sr. ADVOCATE	CAT-A ADVOCATE HAVING 18 PLUS YRS EXPERIENCE	CAT-B ADVOCATE HAVING EXPERIENCE (7-18 YEARS)	CAT-C ADVOCATE HAVING EXPERIENCE (3-7 YEARS)
1	Fee for per effective appearance before the Supreme Court of India; Effective	65,000/-	30,000/-	20,000/-	10,000/-
	Non Effective	35,000/-	15,000/-	7,500/-	4,000/-
2	For appearance before the High Court(s), National Green Tribunal, Arbitral Tribunal and all other Courts/Tribunals except District Courts. (a) Effective	40,000/-	18,000/-	9,000/-	4,500/-
	(b) Non Effective	20,000/-	9,000/-	4,500/-	3,000/-
3	Per Conference (Per Hour Per person)	10,000/-	8,000/-	6,000/-	4,000/-
4	Settling/Drafting Before SC, HC, DC, NGT, AT and other Tribunals/forums. (a) Preparation of Petition/ Written Statements/SOD	40,000/-	25,000/-	18,000/-	12,000/-
	(b) Counter Affidavit/Reply to	25,000/-	18,000/-	12,000/-	8,000/-



	stay application to the suit/Rejoinder				
	(c) Preparation of misc./interim applications & replies, impleadment application and any other application/petition.	15,000/-	10,000/-	7,500/-	5,000/-
	(d) Reading fee in case of disposal of WP/SLPs at the admission stage without filing Counter Reply	40,000/-	25,000/-	20,000/-	10,000/-
5	Written opinion	40,000/-	20,000/-	10,000/-	7,500/-
6	Caveat	--	9,000/-	9,000/-	9,000/-
7	Pro-forma Respondent-where DFCCIL is impleaded as a Pro-forma Respondent, the entire fee in the whole petition will be up to maximum of	--	25,000/-	20,000/-	15,000/-
8	Clerkage Charges (Will not be applicable in Miscellaneous Expenses given in item no. 9)	10% of professional fee Bill	10% of professional fee Bill	10% of professional fee Bill	10% of professional fee Bill
9	Miscellaneous expenses such as Court Fee/photocopy /binding/soft copy preparation/typing/Translations etc.	As per actual on submission on bills only.			

**II. BEFORE DISTRICT COURTS / ARBITRATORS IN LAND MATTERS OR ANY OTHER COURTS NOT COVERED ABOVE:**

SN	ITEM	Fees in District Court/ Commission/Forums/Land Arbitrations/Labour Court etc.
1.	(a) Preparation of Petition/ Written Statements/ replies/rejoinder/appeal.	Rs. 12,000/-

	(b) Counter Affidavit/Reply to stay application to the suit	Rs. 12,000/-
	(c) Preparation of misc./interim applications & replies, impleadment application and any other application/petition.	Rs. 5,000/-
2.	Fee for Court Appearance;	
	(a) Effective	Rs. 5,000/-
	(b) Non-Effective	Rs. 2,500/-
3.	Per Conference (Per Hour)	Rs. 2,500/-
4.	Written opinion	Rs. 5,000/-
5.	Cavcat	Rs. 9,000/-
6.	Pro-forma Respondent- where DFCCIL is impleaded as a Pro-forma Respondent, the entire fee in the whole petition will be up to maximum of	Rs. 10,000/-
7.	Clerkage Charges (Will not be applicable in Misc. Expenses given in item no. 8)	10% of professional fee Bill
8.	Miscellaneous expenses such as Court Fee/photocopy/binding/soft copy preparation /typing/ Translations etc.	As per actual on submission on bills only.

### III. Travelling expenses/Outstation Charges for all Categories:

The concerned department at the time on nomination shall provide the terms of lodging and local conveyance to the nominated Advocates/Law Firms. These charges are reimbursable on submission of bills.

1.	Journey	Economy class (By Air), 2 <sup>nd</sup> AC (By Train) or AC Chair Car (By Train) and AC Car (By Road)	
2.	lodging and local conveyance	(a) Travelling Expense	(a) By 2AC/AC Chair Car or by Taxi. Note: 1. In exigency travel in economy class by air may be permitted by CGM or GGM/Law or GM/Law DFCCIL on case-to-case basis. 2. In cases, where train journey is not convenient, traveling expenses @Rs. 24 per Kms, or as per actual on production of bill is admissible.

*KW*

	(b) lodging  (out of Headquarter more than 100 km)	(b) Lodging and accommodation; For "X" class cities Rs. 9000/- per day For "Y" class cities Rs. 6000/- per day For "Z" class cities Rs. 4000/- per day
	(c) local conveyance.	(c) Local conveyance @Rs. 12/Kms or as per actual on production of bill is admissible.

\* Prior approval of CGM in Unit or GGM/Coordinator of the HQ, has to be obtained before nominating the Advocate for appearance/legal work out of station.

#### IV. TERMS AND CONDITIONS OF FEES:

1. The Advocate(s)/Law firm(s) shall be paid as per prescribed fee schedule.
2. The fees of the Advocates/Law Firms shall be paid on presentation of invoice, and on submission of copy of the document drafted, if it is a drafting fee and submission of gist of proceedings or a copy of order/judgment where it is necessary in case the claim is for appearance fee reflecting the Advocate(s)/Law Firm(s)'s name. The Advocates/Law Firms shall submit its bill within one (1) month from the date on which the fee has accrued.
3. Any conference by Advocates/Law Firms with the Designated Senior Advocate shall be done only after confirmation from DFCCIL.
4. Whenever a Designated Senior Advocate is to be engaged, his charges shall be payable separately, including for conference, drafting, appearance, etc.
5. 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. Photostat expenses, conveyance/meal expenses and transportation expenses. The final fee bill will be cleared only after receipt of the Judgment/Decree/Final Order in the case.
6. When two or more cases together involve, substantially identical question of law/or fact, one of such cases will be treated as the main case and the other as connected case and the fees in such will be regulated as under, provided the cases are heard together:
  - (a) Full fee would be admissible for appearance in the main case and 20% in each of the connected case.



(b) If substantially identical affidavit, counter-affidavits, complaints, written statements, grounds of appeals applications and other pleadings are drafted in connected cases or drafting fee will be admissible in the main case and only 20% separate drafting fee per case will be admissible in connected case.

7. The conference fee in the fee-schedule shall be subject to the following;

- a. In general, the conference between the Sr. Advocate and Jr. Advocate Counsel (wherever nominated specially for a case) and between Advocate and DFCCIL official maximum number of Five (5) such conferences will be allowed, comprising two (2) for settlement of pleadings and three (3) during the course of proceedings in a single side.
- b. However, in high stake/policy matters the number of conferences may be increased with the approval of CGM of concerned field and GGM/Law or GM/Law in Corporate Office.
- c. In case of conference/briefing of an Ld. Attorney General/Solicitor General /Addl. Solicitor General/ Designated Senior Advocate by a DFCCIL empanelled Advocate, the DFCCIL empanelled Advocate shall be paid Conference fee on hourly basis at the rates of effective hearing applicable to his/her category (per hour), as per the fee-schedule applicable to High Court cases.
- d. Conference fee will be payable only in case of face discussion and not for telephonic conversation/discussion. However, in emergent circumstances, the virtual conference via Webex, Zoom, Google Meet, etc. may be treated as effective conference with the approval of CGM of concerned field unit and GGM/Law or GM/Law.

**8. HEARING:**

- (I) **Effective Hearing:** the effective hearing means, a hearing which either one or both parties involved in a case are heard by the Courts/argues by the Counsel of the parties, Examination-in-Chief and/Cross Examination is held, issues/charges have been framed, and in addition to above, effective hearing are according to the High Court rules.
- (II) **Non-effective Hearing:** the non-effective hearing means all other hearing other than the ones mentioned in the effective hearing.

9. In case of outstation legal services (appearance / defending a matter outside Station), the appearance fee shall be double of the fee prescribed for effective appearance for the home



station. In addition, lodging and local conveyance shall also be payable as per fee schedule.

10. DFCCIL shall have the right, in exceptional cases, to sanction for payment more than the fee mentioned in the approved schedule, keeping in view the importance of the matter, labour and extra effort put in by the Advocates/Law Firms in a particular case. It shall also have the power to fix the fee for eventualities which have not been mentioned in the schedule.
11. Fee of Ld.AG/SG/ASG, are not being stipulated as they are engaged in very few important cases and their fee varies from case to case depending upon the importance/stakes involved etc., in the matter as per Memo raised by them. Fee for such cases shall be decided by the DFCCIL depending upon requirement.
12. No retainer ship fee shall be paid to any panel Advocates/Law Firms merely because such Advocates/Law Firms is empanelled with DFCCIL.



**ADDENDUM TO THE FEE SCHEDULE**

<b>S.No.</b>	<b>Item</b>	<b>Amount</b>
1	Legal vetting of tenders, contracts, and documents, transactional advisories related to the transaction of business of DFCCIL referred to them.	<ol style="list-style-type: none"><li>1. Rs. 15,000 per document (Minimum) for simple documents like addendum, Agreement etc. and Rs. 2,00,000 per document (Maximum) for complex and voluminous documents on negotiated basis.</li><li>2. If the charges exceed Rs. 2,00,000 per document, approval &amp; concurrence of the Competent Authority of DFCCIL is required.</li></ol>
2	Drafting of Legal documents in connection with the business of DFCCIL.	<ol style="list-style-type: none"><li>1. Rs. 15,000 (Minimum) to Rs. 2,00,000 (Maximum) depending on the nature, complexity and volume of work required to draft the document.</li><li>2. If the charges exceed Rs. 2,00,000 per document, approval &amp; concurrence of the Competent Authority of DFCCIL is required.</li></ol>
3	Legal Research for Management purposes	<ol style="list-style-type: none"><li>1. Rs. 25000 (Minimum) to Rs. 2 Lakh (Maximum), on case-to-case basis.</li><li>2. If the charges exceed Rs. 2,00,000 per document, approval &amp; concurrence of the Competent Authority of DFCCIL is required.</li></ol>