

Petroleum and Natural Gas Regulatory Board

INVITATION OF EXPRESSION OF INTEREST FOR EMPANELMENT OF ADVOCATES

The Petroleum and Natural Gas Regulatory Board Act, 2006 hereinafter referred to as the "Act" was enacted by the Parliament and received the assent of the President on 31.03.2006. The Central Government have also notified the establishment of the Petroleum and Natural Gas Regulatory Board (hereinafter referred to as the Board) with immediate effect vide their notification dated 01.10.07. The objectives of the Act as stated in its Preamble are as follows:-

An Act to provide for the establishment of Petroleum and Natural Gas Regulatory Board to regulate the refining, processing, storage, transportation, distribution, marketing and sale of petroleum, petroleum products and natural gas excluding production of crude oil and natural gas so as to protect the interests of consumers and entities engaged in specified activities relating to petroleum, petroleum products and natural gas and to ensure uninterrupted and adequate supply of petroleum, petroleum products and natural gas in all parts of the country and to promote competitive markets and for matters connected therewith or incidental thereto.

2. The Petroleum and Natural Gas Regulatory Board is desirous to empanel Advocates who have experience in handling Court matters in the Supreme Court and any High Court/Appellate Tribunal/Authority/other courts/Forum, initially

for a period of one year extendable by another two years, one year at a time, at the discretion of PNGRB for dealing with its legal cases. The Advocates have to represent on behalf of the Board in respect of legal cases in the Supreme Court of India, High Court/Appellate Tribunal, etc. The Advocates to be empanelled shall be familiar with various branches of law especially those concerning the Regulatory Board.

3. The Advocates to be empanelled shall have the minimum judicial/legal affairs/professional experience of not less than 3 years in the High Court.

4. The Board reserves the right to terminate the empanelment at any time without assigning any reason. The size of the panel and the number of Advocates in the panel shall be determined by the Board from time to time based on the requirement and the quantum of work.

5. The Advocates who are desirous of getting empanelled with the Board shall provide information to the Board in the format at **Annex-I**. The empanelled Advocates shall personally deal with the cases of the Board and they should coordinate and work with the other designated Advocates, if any, engaged. It may however, be noted that no retainer fee shall be paid to any Advocate on the panel.

6. The details of the fee/charges payable to the empanelled Advocates and other terms & conditions of empanelment are at **Annex-II**. The written consent of the Advocates shall be obtained as to the acceptance of the fee/charges and other terms & conditions of the Board for empanelment, as amended from time to time.

OSD (R)

BIO DATA OF ADVOCATE

- 1) Name
- 2) Date of birth, Age (as on 1.12.2015) (attach relevant certificate)
- 3) Educational qualifications
- 4) Date of Enrollment, Name of Bar Council
(enclose copy of enrolment certificate)
- 5) Senior/Firm the Advocate was associated with earlier
- 6) Period of practice
- 7) Area of practice
- 8) Specialization, if any (specially Power/Energy Sector) Optional: The details of a few important cases the Advocate has dealt with/handled and reported Judgment if any for our records.
- 9) Whether represented Union of India (indicate period)
- 10) Brief list of clients which are Govt. organizations/Corporations/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) Income Tax PAN number

I declare that no Disciplinary Proceedings/Criminal Proceedings have ever been initiated against me before any Bar Council.

Signature
Address (Office & Residence/Chamber)
Tel. No., Fax, E-mail

Annex-II

Fee/Charges Payable to the empanelled Advocates and other terms & conditions of empanelment:

S. No.	Function	Fee/Charges payable for empanelled Advocates with experience more than 10 years in the High Court		Fee/Charges payable for empanelled Advocates with experience of more than 3 but less than 10 years in the High Court	
		Supreme Court of India (Rs.)	Delhi High court/Appellate Tribunals (Rs.)	Supreme Court of India (Rs.)	Delhi High Court/Appellate Tribunal (Rs.)
1.	Drafting (including original plaints, counter-affidavit, vetting, etc)	19800	16500	14850	12375
2.	Drafting of Misc. Petition Affidavit	6050	6050	4535	4535
3.	Effective appearance	12100	12100	9075	9075
4.	Non-effective appearance	5500	5500*	4125	4125*
5.	Final Hearing	16500	16500	12375	12375
6.	Conference/Meeting	6050	6050	4535	4535
7.	Written Submission	12100	12100	9075	9075
8.	Connected matters	10% of effective fees	10% of effective fees	10% of effective fees	10% of effective fees
9.	Clerkage	10% of effective fees	10% of effective fees	10% of effective fees	10% of effective fees
10.	Misc Expenses	Actual	Actual	Actual	Actual

* Non-effective appearance fee/charge not applicable in case of appearance before APTEL

Note: If an empanelled Advocate appears in other High courts outside Delhi, he/she will be entitled to 40% extra as an additional fee on the date of effective appearance/final hearing. He/She will be entitled to 50% of the fee prescribed for effective appearance before High courts outside Delhi if the matter is adjourned in

his/her presence by the court suo-moto or at the request of other party, subject to the adjustment of the amount of cost, if any receivable by him/her.

Other Terms & Conditions of empanelment:

1. As per the requirement of PNGRB, the empanelled Advocate has to undertake various functions from time to time including drafting(original plaints, miscellaneous petitions, affidavits, counter-affidavits etc), legal vetting, act as leading or Assisting Advocate to Sr. Advocates, attending conference/meeting, written submissions, hearing, arguments, sending brief/record of proceedings to PNGRB and all documents received in the court, orders and any other legal functions as desired by the Board, to represent the Board before Appellate Tribunal/Commission of Enquiry, Arbitration, Quasi-Judicial authorities, High Courts and Supreme court of India.

2. i. Effective Appearance: where actual arguments take place on factual or legal issues involved in the case.

ii. Non-Effective Appearance: where matter is adjourned without any submission or factual or legal issues involved in the case and counsel is present in the court.

3. No claim for payment of fee at higher rates than the rates prescribed above will be entertained by the Board.

4. No fees shall be paid to the counsel in which the matter is adjourned either by the opposite counsel or by the counsel for PNGRB with or without adjournment for all courts and also in case in which the associate or partner or junior counsel appears on behalf of the empanelled counsel.

5. Non-effective appearances fees shall be paid only in cases where the empanelled counsel waits for substantial time in cases where the matter is adjourned because of lack of time with the court or non-availability of other counsel/Senior Counsel. Such fee shall not be payable when cases are listed for filing of counter-affidavit, reply, rejoinder, directions or order/Judgement etc.

6. Payment of Non-effective appearance is allowed when counsel appears and represent PNGRB only in those matters before High Courts (HC) and Supreme Court of India (SC).
7. Each Counsel so engaged will furnish the brief outcome of every hearing/record of proceedings, daily orders etc. to the Board through E-mail/courier/hand-delivery.
8. Every Counsel should obtain all relevant documents, prepare notes/brief/take down pagination of file at court etc in consultation with the Board to argue the case before Tribunal, HC/SC.
9. Counsel so engaged by the Board should not take up any case against the Board on behalf of any entity for which separate written undertaking is required so that there is no professional conflict of interest with PNGRB;
10. In case of Counsel's inability to attend the court on the date of hearing due to some pre-occupation, the Board must be informed well in advance. Any Associate appearing on his/her behalf with the knowledge of the Board will not be paid any fees.
11. Counsel so engaged would be required to seek prior approval of the Board in cases of any other expenses to be incurred other than the approved rates.
12. The term of engagement would be for a period of one year extendable upto another two year, one year at a time at the discretion of PNGRB or until further orders whichever is earlier.
13. Counter-affidavit/reply/written submission need to be filed by the Counsel within stipulated time as per the direction of the court except in special circumstances with the permission of PNGRB, serious view may be taken by the Board with regard to regular lapses for submission of the above to the court.
14. The engagement of the Counsel may be terminated at any time without assigning any reason or Counsel may seek discharge from empanelment with one

month notice wherein the concerned counsel may undertake having no pendency of PNGRB's matter.

15. Where two or more cases involving substantially identical or similar questions of law or fact, one of such cases will be treated as lead case and others as identical/connected cases and advocate/counsel shall be paid full fee for the main case and 10% of the fee of the main case, for each of identical or similar/connected case subject to maximum of 10 cases only.

16. The empanelled Advocates will not delegate cases and themselves deal with the same. They are also not authorized to engage a local counsel at High courts outside Delhi without prior permission of PNGRB. They are required to coordinate and work with designated Senior Advocates, if any, engaged in the case as well as with the officers of PNGRB if required.

17. It is reiterated that counsel must ensure that there will not be any conflict of interest and shall not represent the entities in any forum in matters relating to regulatory matters, would not divulge any information pertaining to PNGRB to the entities and would not represent the entities before PNGRB.

18. The empanelled Advocate shall maintain absolute secrecy and confidentiality about cases of the PNGRB as required under the Act and rule/regulations made there under.

19. Every counsel on the panel list will be required to furnish a letter of acceptance of fees payable and all terms and conditions.

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