

The Mumbai District Central Co-Operative Bank Ltd.

Requirement of Advocates for empanelment in Bank's Panel

A. CRITERIA FOR EMPANELMENT OF ADVOCATES:

Mumbai District Central Co-op Bank Ltd (MDCC) shall empanel Advocates for its departments and branches. The Advocates willing to get empaneled and committed to the terms and conditions herein under shall submit the applications to MDCC. The Advocates already empaneled by the Bank, shall continue to remain on the panel of the Bank until depaneled or otherwise or until the Advocates himself is willing to surrender the empanelment. The terms and conditions for empanelment are as follows:

B. ELIGIBILITY / CRITERIA FOR EMPANELMENT :

➤ **Qualification –**

- 1) The Advocate shall possess a degree in law from university recognized by the Bar Council of India and enrolled with the respective Bar council of State.
- 2) The Advocate shall have a minimum 5 years of standing practice at the Bar.
- 3) The applicant should be a practicing Advocate in the Court placed in the region for which he/she is applying.
- 4) The Advocate should have expertise in -
 - Documentation, title search, Banking Laws
 - Recovery litigation before Courts including SARFAESI Act.2002
 - Consumer Forum cases
 - Criminal Complaints, Complaints U/s 138 of N. I. Act
- 5) The advocate should be of undoubted legal acumen and unblemished integrity and has not been depanelled from any other Bank/Financial Institution.

C. FORMAT AND SUBMISSION OF APPLICATION:

The willing Advocates & firm who meet the aforesaid criteria and agree to abide by the terms and conditions contained herein should furnish information as per **Annexure – ‘A’ & ‘B’** of this advertisement. Applicant should comprehensively describe his/ her/their experience. Any additional detail which applicant may desire to provide, be sent as an annexure along with the application.

The application strictly in the aforesaid format should be typed on A4 size paper, securely bound with all the enclosures mentioned therein in serial order. All pages of the application should bear the signature and rubber stamp of the applicant. Any interlineations, erases or overwriting shall be valid only if the applicant signs and authenticates them.

The duly filled application form along with self attested copy of the requisite documents should be sent in sealed envelope superscripted as: "**Application for empanelment in Bank's Panel of Advocates** ",

by hand delivery to the Bank Head Office and submit the application form fee of Rs.300/- Only on or before **20th May 2024**. Please note that any other mode of application will not be entertained.

It is advisable that the applicant should send his/ her application within the time line, **Applications received after the specified date i.e. 20th May 2024 will not be entertained at all.** Request for extension of date for submission of application will not be entertained. However, the Bank at its discretion may extend the deadline if felt necessary, which will be notified on the Bank's website.

The application should be addressed to:

“The Managing Director, Mumbai Distract Central Co-op Bank, 207, Mumbai Bank Bhavan, D.N.Road, Fort, Mumbai 400001”

D. PROCEDURE FOR EMPANELMENT:

- 1) The applications received by the specified date will be scrutinized by the respective Regional Offices to determine if they meet eligibility criteria/ terms and conditions mentioned in this advertisement including its subsequent amendment(s), if any, and whether the applications are complete in all respects.
- 2) On scrutiny, any application not found in desired format/ not supported with copy of self attested documents/ illegible/ incomplete/ not containing clear information, or failing to fulfill the relevant requirement, will be rejected for further evaluation process at the sole discretion of the Bank.
- 3) The applications will be scrutinized by the Bank purely on merit and after conducting due diligence, the applications which are complete in all aspects and in conformity with the requirements of the Bank as per the Policy, shall be considered.
- 4) Only those applicants will be informed by the Bank whose applications are shortlisted for empanelment. The applicants who are not shortlisted for empanelment will not be informed by - the Bank. Further, such applicants will not be provided with information about comparative position of their applications with that of others.
- 5) Empanelment shall be at the sole and absolute discretion of the Bank and mere application for empanelment would not confer any right for empanelment and no correspondence whatsoever from the applicants will be entertained as to the fate of empanelment.
- 6) The Bank reserves the right, at any time, to waive any of the requirements of this request for empanelment if it is deemed in the interest of the Bank.
- 7) If deemed necessary, the Bank may seek clarifications on any aspect of application from the applicant. The Bank may also make enquiries to verify the past performance of the applicant.
- 8) Empanelment with other Banks/FIs/PSUs/Central / State Governments/NBFC/State Co Operative Bank/Co-Operative Bank/Urban Bank/, etc. may be an added advantage. Further, the advocate should not have been black-listed / removed from panel by the erstwhile Banks or any other Institution/ Organization.
- 9) The Bank at its sole discretion, if required, may call the applicant for interaction/ presentation before the Appropriate Authority before shortlisting. The applicants will have to bear their own costs for such interaction/ presentation. The Bank's decision in this regard will be final.

E. TENURE OF EMPANELMENT:

- 1) The initial empanelment of the Advocate(s) will be for a period of three years subject to annual review of their performance by the Bank and accordingly the same may be renewed from time to time.
- 2) In case any court matter is pending with any panel advocate for disposal by any Court and his term is not renewed. Advocate concern should handle the said court matter till the disposal by the respective Court or withdrawn by the Bank for entrusting to other advocate and return the case file to bank.
- 3) Bank reserves the right to terminate the empanelment of any Advocate at any time without assigning any reason.

F. DUTIES AND RESPONSIBILITIES OF PANEL ADVOCATES IN RESPECT OF LITIGATION:

- 1) Appearing before various courts/Tribunals/ District Commission etc. in respect of cases filed by and against the Bank as and when entrusted with the said case and plead on behalf of Bank protecting the interest of the Bank.
- 2) Intimate the day to day progress of the matter to the concerned office of the Bank.
- 3) Not to seek adjournments without any valid reasons.
- 4) Not to make any submission before the Court without prior instructions from the concerned office of the Bank.
- 5) Not to appear either directly or through juniors /assistant advocates against the Bank.
- 6) Providing opinion (written / oral) on certain issues which are referred to them by the Bank
- 7) Assisting the Bank in lodging FIR and other criminal matters whenever entrusted to them
- 8) Attend to any other legal work whenever entrusted to them.

G. GENERAL TERMS AND CONDITIONS:

- 1) Application for empanelment does not confer any right/ assurance whatsoever, to an applicant that he/ she will be empanelled on the Bank's panel.
- 2) The Bank reserves its rights to modify any part of this advertisement at any time prior to the deadline for receipt of application. Such change(s)/ modification(s), if any, may be in the form of an addendum/ corrigendum and will be uploaded on Bank's website. All such change(s) will automatically become part of this advertisement and be binding on all applicants. Interested applicants are advised to regularly refer the Bank's website.
- 3) No advocate as long as his name is in the panel and for a period of one year from the date of his / her ceasing to be on Bank's panel, shall contest any matter against the Bank. Approval in Bank's panel of Advocates does not amount to an appointment or right for an appointment and Bank is free to engage any Advocate of its choice and the empanelled Advocate cannot claim to be entrusted With Bank's work.
- 4) The Advocates empanelled shall maintain absolute secrecy and confidentiality about the cases of the Bank and other matters entrusted to them.

- 5) The empanelled Advocate has to accept all the work assigned to him/her and he/she cannot refuse to accept any assignment entrusted to him/her. Refusal by any Advocate to accept any work otherwise than on the ground of conflict of interest, may entail removal of such advocate from Bank's panel.
- 6) Willful misrepresentation of any fact in the application will lead to the disqualification of the applicant without prejudice to other legal actions that Bank may take.
- 7) Bank reserves the right to accept or reject any application received without assigning any reason thereof whatsoever and the Bank's decision in this regard will be final. No contractual obligation whatsoever shall arise from the application process.
- 8) Any effort on the part of applicant to influence empanelment process may result in rejection of the application.
- 9) Bank will not be responsible for non-receipt of applications within the specified date due to any reason including postal delays or holidays in between.
- 10) Bank shall have the right to cancel the empanelment process itself at any time, without thereby incurring any liabilities to the affected applicants.
- 11) Submission of application is evidence of an applicant's consent to comply with the terms and conditions of empanelment process. If an applicant/ advocate fails to comply with any of the aforementioned terms and conditions, his application/ empanelment may be summarily rejected.

H. FEE STRUCTURE:

The Schedule of Fees and charges payable to Advocates shall be as per Bank's extant guidelines issued from time to time.

I. DISCLAIMER:

Bank is not committed either contractually or in any other way to the applicants whose applications are accepted. The issue of this request for Application does not commit or otherwise oblige Bank to proceed with any part or steps of the process.

The Bank reserves the right to reject any application for empanelment without obligation.

Place: Mumbai
Date : 04/05/2024

MANAGING DIRECTOR

Annexure-A

Application for empanelment:

a) Name of the Advocate(Individual)	
b) Address: i. Chamber/Office: ii. Home:	
c) Phone number/ Mobile Number/Fax Number: i. Chamber/Office: ii. Home:	
d) Age	
e) Date of Birth	
f) Name of Bar Council and Enrolment Number(enclose copy of enrolment certificate/enrolment ID)	
g) Brief details of experience(enclose a separate sheet, if required)	
h) Whether practice restricted to a particular Court or nature of cases/ matters or the advocate is practicing in lower courts/tribunals and undertaking other nature of cases/matters(give brief description)	
i) Whether the Advocate is Income Tax Assessee (if yes then give PAN no.)	
j) Whether in the panel of other Bank, if so, please specify the name of Bank and Branch.	
k) Whether de-paneled by institution. If so then give brief description	
l) Whether any disciplinary action is initiated by Bar Council/other authority on the Advocate or his Junior/associate and . If yes, then please give details	
m) Any other details that you think would be useful the Bank concerning decision to empanel you as our Advocate	

I/We hereby acknowledge, undertake and confirm the following:

- I accept the terms and conditions of the empanelment as determined by the Bank from time to time without any demur or protest.
- I shall not use Bank's symbol, logo etc. in our letter head, sign board, name plates, pamphlets, visiting card etc. shall not do anything detrimental to the interest of the bank.
- I shall not admit and engage any advocate(s) who is depaneled by any Bank as junior, associate, partner etc. and if bank brought to my notice that such advocate was depaneled by any Bank, I/We Shall immediately remove him from my Office. If Contravene the same, then the Bank may immediately depanel me/us even without any notice.
- I and my/our juniors, associates, partners etc. shall not appear / advise against the Bank, under any circumstances.
- I acknowledge and confirm that empanelment/depanelment is the sole discretion of the Bank and the bank may at any time depanel me from the Bank's panel of advocates even without notice.
- I acknowledge that inclusion of name in the Bank's panel shall not constitute an appointment or a right for an appointment be made by the Bank upon myself as well as Juniors, Partners or Associate.
- I are fully aware that the Bank shall review the performance of panel every year and/or during certain intervals and that Bank reserves its right to terminate such engagement/empanelment at time at sole discretion of the Bank without assigning any reason.
- I confirm that the Bank is free to employ any Advocate of its own choice and no right exists for an empaneled Advocate to claim that he/they should be entrusted with Bank's work
- I undertake that I shall maintain absolute secrecy and confidentiality the cases of the Bank and/ or information provided to me.
- I undertake that upon empanelment, I/we shall send monthly statements/ and other statement as per the requirements of the Bank inter-alia showing the day to day progress of the cases entrusted with me.
- I am aware that on non-compliance of any of the conditions mentioned above, the Bank will depanel me/us without any notice.
- I undertake that upon depanelment, due to any reasons whatsoever, the cases, briefs, matter etc. would be returned to the bank, without any objections or conditions.

Signature of Advocate with Seal

Enclosures:

A) In case of Advocates:

Self- Attested /true copies of the following documents:

1. Certificate of LLB/BL or other equivalent course.
2. Enrollment Certificate & Bar Council Certificate/ID.
3. PAN card
4. Proof of empanelment by other nationalized bank(S) if any.

Annexure-B

Application for empanelment:

a) Name of the Law Firm	
b) In case of Law Firm, name of the partners/associates of the law firm who shall coordinate with the Bank	
c) Address: i. Chamber/Office: ii. Home:	
d) Phone number/Mobile Number/Fax Number: i. Chamber/Office: ii. Home:	
e) Date of enrollment of the Partners/Associate who shall coordinate with the Bank	
g) Name of Bar Council and Enrolment Number(enclose copy of enrolment certificate/enrolment ID) of the Partners/Associate who shall coordinate with the Bank shall be mentioned	
h) Brief details of experience(enclose a separate sheet, if required)	
i) Whether practice of partners/associates restricted to a particular Court or nature of cases/ matters or the Law Firm is practicing in lower courts/tribunals and undertaking other nature of cases/matters(give brief description)	
j) Whether the Law Firm is Income Tax Assessee (if yes then give PAN no.)	
k) Whether the Law Firm is in the panel of other Bank, if so, please specify the name of Bank and Branch.	
l) Whether the Law Firm is/has been de-paneled by institution. If so then give brief description	
m) Whether any disciplinary action is initiated by Bar Council/other authority on partners/Associates. If yes, then please give details	
o) Any other details that you think would be useful the Bank concerning decision to empanel you as our Legal Counsel	

I/We hereby acknowledge, undertake and confirm the following:

- I/we am/are accepting the terms and conditions of the empanelment as determined by the Bank from time to time without any demur or protest and I/we hereby waive all of our rights given under Statute, regulation etc. in this regard.
- I/We Shall not use Bank's symbol, logo etc. in our letter head, sign board, name plates, pamphlets, visiting card etc. shall not do anything detrimental to the interest of the bank.
- I/We shall not admit and engage any advocate(s) who is depanelled by any Bank as associate. partner etc. and if bank brought to my/our notice that such advocate was depanelled by any Bank, I/We Shall immediately remove him from our firm. If Contravene the same, then the Bank may immediately depanel us even without any notice.
- I/We and my/our associates, partners etc. shall not appear / advise against any Branch Bank, under any circumstances.
- I/We acknowledge that application for empanelment shall not constitute as empanelment of any kind or right or privilege for empanelment for myself as well as Partners or Associate.
- I/We acknowledge and confirm that Empanelment/Depanelment of Law Firm is the sole discretion of the Bank and the bank may at any time depanel me/us from the Bank's panel of Law Firm(s) even without notice.
- I/we acknowledge that inclusion of name in the Bank's panel shall not constitute an appointment or a right for an appointment be made by the Bank upon myself as well as Juniors, Partners or Associate.
- I/We are fully aware that the Bank shall review the performance of panel every year and/or during certain intervals and that Bank reserves its right to terminate such engagement/empanelment at time at sole discretion of the Bank without assigning any reason.
- I/we confirm that the Bank is free to employ any Law Firm of its own choice and no right exists for the partners/associates of the Law Firm to claim that he/they should be entrusted with Bank's work
- I/we undertake that I/we shall maintain absolute secrecy and confidentiality the cases of the Bank and/ or information provided to us.
- I/we undertake that upon empanelment, I/we shall send monthly statements/ and other statement as per the requirements of the Bank inter-alia showing the day to day progress of the cases entrusted with me/us
- I/we am/are aware that on non-compliance of any of the conditions mentioned above, the Bank will depanel me/us without any notice.
- I/we undertake that upon depanelment, due to any reasons whatsoever, the cases, briefs, matter etc. would be returned to the bank upon its request and necessary NOC will be issued, without any objections or conditions.

Signature of Partner/Associate of the Law Firm with Seal

Enclosures:

Self- Attested /true copies of the following documents to be enclosed:

1. Certificate of incorporation or partnership deed duly registered.
2. Enrollment Certificate & Bar Council Certificate/ID the partners/Associate who shall be coordinating with IPPB.
3. Experience Certificate of the partners/Associate who shall be coordinating with IPPB, from Court/ Bar Association or PSB's
4. PAN card of Law Firm
5. Proof of empanelment by other nationalized bank(S) if any.