



बड़ौदा यू.पी.बैंक Baroda U.P. Bank

प्रधान कार्यालय : बुद्ध विहार व्यावसायिक योजना, तारामंडल, गोरखपुर
शिविर कार्यालय : ए-1, सिविल लाइंस, रायबरेली

Request for application for empanelment in Bank's Panel of Advocates

1. Introduction:

Baroda U.P. Bank is a Regional Rural Bank sponsored by Bank of Baroda, with a network of 1983 Branches spread across 31 districts in the state of Uttar Pradesh and Head Office at Gorakhpur and Camp Office at Raebareli. The Bank came into existence on 01.04.2020 vide Government of India notification no. 3837 dated 26.11.2019 post amalgamation of three erstwhile Banks- Baroda Uttar Pradesh Gramin Bank, Kashi Gomti Samyut Gramin Bank and Purvanchal Bank.

The Bank seeks to empanel eligible Advocates for NEC related work and handling Bank's cases before Hon'ble High Court/ DRT/ District Courts/ Consumer Forums etc. across the state of Uttar Pradesh.

2. Background:

Baroda U.P. Bank invites applications from eligible Advocates having office(s) / practice at places where the said Courts/ Benches are established and requisite qualification and experience as per the eligibility criteria as set out in **Annexure 'B'**. The objective of this advertisement is to identify and empanel eligible Advocates having requisite capability, experience and expertise and are interested in providing services to the Bank as detailed herein.

3. Applicant's eligibility criteria:

This process is open to all applicants who fulfil the eligibility criteria as set out in **Annexure-'B'** of this advertisement. Applicants should furnish information as per **Annexure- 'C'** as the case may be. Applicants should comprehensively describe their experiences. Any additional details which applicant may seek to provide, please submit the same as an annexure along with the application.

4. Submission of Application:

Applications are invited in sealed envelope superscripted as: **"Application for empanelment of Advocates"**

- a) From the applicants who meet the eligibility criteria as set out in **Annexure 'B'**, and
- b) Agree to abide by the terms and conditions contained herein.

Sealed envelope containing complete set of hard copy of duly filled in application along with the self attested copies of the requisite documents, should be submitted by hand/ post to the concerned Regional Office (listed in **Annexure-'A'**) of the area where the Advocate practices/ having office(s), on or before **08.06.2020**. Advocates practicing in Hon'ble High Court, Allahabad and its Lucknow Bench, DRT at Allahabad and Lucknow, State Consumer Forum, Lucknow, shall send the applications to the Camp Office (listed in **Annexure-'A'**) of the Bank at Raebareli within the specified time.

Applications submitted after the last date i.e. **08.06.2020** will not be considered at all.

The applications should be addressed to:

**" The Regional Manager/ General Manager
Baroda U.P. Bank
Regional/ Camp Office.....
Address:"**

5. Process before submission of applications:

a) Modification in Request for Application:

The Bank reserves its rights to modify any part of this advertisement at any time prior to the deadline for receipt of applications. 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 Request for Application and be binding on all applicants. Interested applicants are advised to regularly refer our website.

b) Extension of date of submission of Application:

Request for extension of date for submission of applications will not be entertained. However, the Bank at its discretion may extend the deadline which will be notified on the Bank's website.

6. Format and Signing of Applications:

- 1) The applicants should submit their applications strictly as stated in this advertisement.
- 2) Application should be typed and submitted on A4 size paper and securely bound with all the enclosures therein in serial order.

- 3) 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.

7. Process after submission of applications:

- 1) All applications received by the specified date will be examined by the Bank to determine if they meet eligibility criteria/terms and conditions mentioned in this advertisement including its subsequent amendment(s), if any, and whether applications are complete in all respects.
- 2) On scrutiny, any application not found in desired format/ not supported with copies of self attested documents/ illegible/ incomplete/ not containing clear information, or failing to fulfil the relevant requirement, will be rejected for further evaluation process at the sole discretion of the Bank.
- 3) The Bank reserves the right, at any time, to waive any of the requirements of this Request for Application if it is deemed in the interest of the Bank.
- 4) 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 applicants in respect of similar work. All information submitted in application or obtained subsequently will be treated as confidential.
- 5) While considering the applications, preference (subject to Bank's Policy) may be given to the Advocates who were previously empanelled in the erstwhile Banks (BUPGB/ KGSGP/PB).
- 6) Empanelment with other Banks/FIs/PSUs/Central / State Governments, etc. may be an added advantage. **Further, the advocate should not have been black-listed / removed from panel by the said erstwhile Banks (BUPGB/ KGSGP/PB) or any other Institution/ Organization.**
- 7) 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 judgment in this regard will be final.
- 8) The applications received at the Regional Offices shall be scrutinized by the respective Regions 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 forwarded to Camp Office/ Head Office for consideration.
- 9) Applicants will be informed about shortlisting of their applications. However, applicants will not be provided with information about comparative position of their applications with that of others.

8. Terms and Conditions:

- 1) The Bank requires quality work from the Advocates and they should have adequate experience and infrastructure to meet the requirements of the Bank. It is expected that the empanelled Advocates shall devote time on Bank's matter rather than allowing their juniors to attend.

- 2) The applicants should be of undoubted legal acumen and unblemished integrity.
- 3) 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 will be entertained as to the fate of empanelment.
- 4) The initial empanelment of the Advocates will be done for 3 years subject to annual review of their performance by the Bank and accordingly the same may be renewed from time to time.
- 5) 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.
- 6) 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.
- 7) Advocate on panel of the Bank shall be paid as per Bank's rules / schedule in respect of payment of fees (listed in **Annexure-'D'**)* and also shall not charge excess amount to Bank's customer while giving opinion on title search etc.
- 8) Lodgement of application is evidence of an applicant's consent to comply with the terms and conditions of empanelment process. If an applicant fails to comply with any of the terms, his application may be summarily rejected.
- 9) Wilful 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.
- 10) 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.
- 11) Any effort on the part of applicant to influence empanelment process may result in rejection of the application.
- 12) 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.
- 13) Bank shall have the right to cancel the empanelment process itself at any time, without thereby incurring any liabilities to the affected applicants.

[*as amended from time to time]

9. 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 Applications 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.

**Camp Office: Raebareli
Date: 13.05.2020**

General Manager

Annexure- A

List of Offices/ Regions:

S.No.	Name of Office / Region	Address
1	Camp office	A-1 civil Lines, Raebareli - 229001
2	Head office	Buddha Vihar ,Commercial Scheme, Taramandal, post - Shivpuri New Colony Gorakhpur - 273016
3	Allahabad	3-D, Tashkand Marg, Civil Lines, Prayagraj - 211001
4	Amethi	Plot no. 837, Near Piyush Petrol Pump, Gauriganj Amethi (UP)-227409
5	Bareilly	Samarth Complex , Munshinagar, Pilibhit Road, Bareilly - 243122
6	Faizabad	Baldeo Niwas Compound, Acharya Narendra Dev Road, Reidganj, Faizabad (Ayodhya) - 224001
7	Fatehpur	2-A Gautam Nagar, ITI Road Fatehpur - 212601
8	kanpur Dehat	Nabipur, Post - Jainpur, Kanpur Dehat - 209311
9	kanpur Nagar	117/N/26, Kakadeo, Kanpur - 208025
10	kaushambi	Collectorate Compound, Manjhanpur, Kaushambi - 212207
11	Pratapgarh	Meera Bhawan, City Road, Pratapgarh - 230001
12	Raebareli	151, Kirorimal Complex , Beliganj Gate, Raebareli - 229001
13	Shahjahanpur	Badujai – 2, Near Town Hall, Shahjahanpur - 242001
14	Sultanpur	123, Ishwardas Verma Memorial Complex, Gora Barik, Amhat Lucknow Road, Sultanpur - 228001
15	Azamgarh	Damodar Bhawan, Chowk, Azamgarh, Pin-276001
16	Bhadohi	Tiwari Bhawan, Chauri Road, Bhadohi, Pin-221404
17	Ghazipur	Opposite Ramlila Maidan, Badi Bagh, Lanka, Ghazipur, Pin-233001
18	Jaunpur	Pawan Plaza, Civil Lines, Jaunpur, Pin-222001
19	Mau	Narae Bandh, Near Grihasth Plaza, Mau, Pin-275001
20	Varanasi	J-12/140-D-1, Gulab Badi, Chaukaghat, Varanasi, Pin-221001
21	Chadauli	Alinagar, Mughalsarai, Chadauli, Pin-232001
22	Ballia-I	Regional Manager, Baroda UP Bank,Regional office Ballia-I,Indira Market,Near Chittu Pandey Chauraha,Ballia-277001
23	Ballia-II	Regional Manager, Baroda UP Bank,Regional office Ballia-II,Indira Market,Near Chittu Pandey Chauraha,Ballia-277001
24	Basti	Regional Manager, Baroda UP Bank,Regional office Basti,Malviya Road,Basti-272001
25	Deoria	Regional Manager, Baroda UP Bank,Regional office Deoria,Jila Panchayat Bhawan,Deoria-274001
26	Etawah	Regional Manager, Baroda UP Bank,Regional office Etawah,Pakka Bagh Tiraha,Etawah-206001
27	Gorakhpur-I	Regional Manager, Baroda UP Bank,Regional office Gorakhpur-I,Mohaddipur,Gorakhpur-273008
28	Gorakhpur-II	Regional Manager, Baroda UP Bank,Regional office Gorakhpur-II,Mohaddipur,Gorakhpur-273008
29	Khalilabad	Regional Manager, Baroda UP Bank,Regional office Khalilabad,Distt.-Sant Kabir Nagar,272175
30	Maharajganj	Regional Manager, Baroda UP Bank,Regional office Maharajganj,Nichalaul Road,Maupakad,Maharajganj-273303
31	Naugarh	Regional Manager, Baroda UP Bank,Regional office Naugarh,Distt.-Siddharthnagar,272202
32	Padrauna	Regional Manager, Baroda UP Bank,Regional office Padrauna,Kuber Sthan Road,Chavani(Padrauna),Distt.-Kushinagar-274304

Eligibility Criteria:

1) District Court/ District Consumer Forum/ DRT/ Title Search/ CGIT etc.

The advocate to be empanelled shall have a **minimum 5 years of standing** practice at the Bar and should have attended different types of matters before the courts / Forums/Tribunals,etc. The advocate should have expertise in most of the following fields:-

- I. Documentation, title search, Banking Laws
- II. Recovery litigation before Courts including DRT and SARFAESI Act
- III. Consumer Forum cases
- IV. Criminal Complaints, Complaints U/S 138 of N.I. Act
- V. Labour Cases / CGIT

2) High Court / State Consumer Forum/ DRAT etc.

The advocate to be empanelled shall have a **minimum 10 years of standing** practice at the Bar and should have attended different types of matters before the Courts/ Forums/ Tribunal, etc. The advocate should have expertise in most of the following fields:-

- I. Banking Laws
- II. Recovery litigation before Court/DRT/DRAT and SARFAESI Act
- III. Service matters, consumer matters, PF matters and cases before Labour Court/ CGIT
- IV. Writ Jurisdiction and other matters before Hon'ble High Court
- V. Criminal Matters, Sec 138 of NI Act etc.

Proforma for Bio-Data of applicant Advocate

(Please specify the Court/ Tribunal/ Tehsil where applicant is interested to be empanelled)

Please affix recent passport size photograph

1	Name	
2	Father's Name	
3	Date of Birth (age on date)	
4	Residential Address	
5	Official Address	
6	Telephone/ Mobile no.	
7	E-mail ID	
8	Income Tax Detail (PAN)	
9	Educational qualification	
10	Date of enrolment in Bar Council	
11	Registration no.	
12	Period of Experience	
13	Practicing at Hon'ble High Court/ District Court / Tehsil	
14	Specification in Practice	
15	Empanelment in erstwhile Banks/other Banks/ Institutions (If yes, mention period)	
16	Have you been ever de-panelled/ removed by erstwhile Banks/ other PSB/ PSU/ Institutions etc. any time? If yes, give Details	
17	Have you suffered any Professional Misconduct Proceedings before Bar Council or convicted in Criminal Matter? If yes, give details	

18	Details of Professional Achievements (including number of cases handled/ won in last one year in the erstwhile Banks in case of empanelled Advocates of erstwhile Banks), if any:	
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Declaration :

1. I hereby confirm and declare that the information given hereinabove is true and correct to the best of my knowledge and belief. I hereby express my interest to act as Legal Counsel on behalf of the Bank.
2. Self attested copies of relevant supporting papers/ documents are attached as per sequence as appended:
 - i. Copy of PAN card
 - ii. Copy of Aadhaar
 - iii. High School certificate in support of age
 - iv. Registration with Bar council
 - v. Identity Card issued by Bar Association / Bar Council
 - vi. Copies of empanelment with other Bank / Govt. organization
 - vii. Certificates in support of educational qualifications and experience

Yours faithfully,

(Name:.....)

Date :

Place :

Baroda U.P. Bank
(Head Office: Buddha Vihar Commercial Scheme, Taramandal, Gorakhpur)

GUIDELINES REGARDING PAYMENT OF ADVOCATE BILLS & OTHER LEGAL CHARGES AS AMENDED FROM TIME TO TIME

1. Legal Notice -

Advocate may be paid charges as under for drafting / sending reply to legal notices to the borrowers/defaulters /Guarantors or others including premises or otherwise as the case may be.

S.No.	Particulars	Maximum Fee Payable
01	<i>For liability up to Rs. 10,00,000/-</i>	<i>Rs.300/-</i>
02	<i>For liability above Rs, 10,00,000/</i>	<i>Rs.500/-</i>
03	<i>For Notice & Reply to Notice on any other issue including Premises , Consumer Complaint or otherwise on any subject</i>	<i>Rs.500/-</i>
04	<i>Apart from the above fees, only actual expenses towards Typing & Postage shall be payable to the Advocates. No other expenses like miscellaneous expenses etc should be paid.</i>	<i>Actual</i>

2. Legal Fee for filing of RCs:-

S.No.	Particulars	Maximum Fee Payable
01	<i>RC may be filed by Branch Manager as per standard formats provided in the applicable Act. However, if a service of Bank's Advocate is required in certain cases, the fee payable for filing of RCs is Rs.150/- which may be paid to the Advocate together with necessary actual expenses. The above payment may be made only after obtaining the copy of RC filed with the Authority concerned.</i>	<i>Rs.150/-</i>

3. For Execution and Registration of lease Deed :

Particulars	Maximum Fee Payable
The fee payable to the Advocate for execution and Registration of lease deed shall be together with actual necessary expenses for stamp paper, registration charges, typing etc.	Rs.1500.00

4. Advocates Opinion for NEC / Obtaining Certified Copy of Title Deed /Vetting of Documents :

The Advocates may be paid as under for giving Non- Encumbrance Certificate (NEC) and opinion; about creation of mortgage in respect of the borrower's / guarantors property. Apart from the fees, only actual expense against receipt of registrar office shall be payable to the Advocates. No other expenses like Typing ,Postage & miscellaneous expenses etc should be paid.

S.No.	Particulars	Maximum Fee Payable (For Non Agriculture Loan)	Maximum Fee Payable (For Agriculture Loan)
01	For Loan amount up to Rs. 50,000/-	Rs.500/-	Rs.350/-
02	for Loan amount from Rs. 50,001/ up to Rs. 1,00,000/-	Rs.500/-	Rs.500/-
04	for Loan amount from Rs. 1,00,001 / up to Rs.10,00,000/-	Rs.1000/-	Rs.1000/-
05	for Loan amount above Rs. 10,00,001/	Rs 1500/- per Property	Rs 1000/-
06	Obtaining Certified Copy of the Title Deeds	Rs.350/- per Deed
07	For Verification of Documents / Vetting	Rs.500/-	Rs.500/-

5. Hand Writing Experts Charges:

S.No.	Particulars	Maximum Fee Payable
01	Wherever it is necessary to avail the services of hand Writing experts for scrutiny of documents /signature , the matter may be referred to Regional Office / Head Office (legal Department) giving the Circumstances of the cases in detail. These charges should be settled before handing over the case to Hand Writing Expert of Civil Courts for scrutiny, opinion and for appearing as witness in court.	To be negotiated (Case to Case Basis) up to maximum limit of RS. Rs. 5000/-

6. Rent Ejectment /Rent Control Cases & other Premises related Cases:-

Particulars	Maximum Fee Payable
Rent Ejectment /Rent Control Cases & other Premises related Cases	Rs.4000/- + 10% Clerkage + Actual Expenses

7. Insolvency Cases:

Particulars	Maximum Fee Payable
The fee payable to the Advocate for defending the insolvency cases. The mode of payment will be half fee while filing objection supported by an affidavit and the remaining half at the time of final disposal of the case.	Rs.600/- + Clerkage @ 10% + Actual Expenses for Typing /Postage/Stamps etc

8. COUNSEL' FEE in District Civil Courts (as per General Rule Civil):

The fees payable to Advocate in for filing Suits or Appeals against Bank or by Bank shall be as under: Fees in all (i.e. Total Fee) Suits or Appeal till the final disposal of suit up to execution :

S.No.	Particulars	Maximum Fee Payable
01	If the valuation of Suit Amount upto Rs.50000/-	Rs.2000/-
02	If the valuation of Suit Amount from Rs.50,001/ up to Rs.1,00,000/-	Rs.3000/-
03	If the valuation of Suit Amount exceeds Rs.1,00,000/	Rs. 3000/- + ½ % of the of Suit Amount above Rs.1,00,000/- subject to maximum of Rs.25,000/-

SPECIAL NOTE:-

The maximum fee payable to advocates for filing Suits or Appeal / against Bank or by Bank shall be Rs.25,000/-. However, in certain matters realizable Security is much less than the Suit Amount and cost, but the Bank has to file the Suit .In such cases, the Advocate may be requested to reduce their fee reasonably and as far as possible the fee may be negotiated in writing before entrusting the case to avoid further confusion.

Please note that only half of the counsel fee is payable at the time of filing suit and remaining half fee shall be payable after the suit is decreed and a copy of the decree is obtained and execution of the decree has been filed by the Advocate.

When suits are decided ex-parte or without contest or dismissed in default or non-prosecution or due to compromise etc., only HALF COUNSEL FEE shall be payable. Apart from the above schedule of fees, clerkage@10% of the counsel fee may also be paid.

No separate charges should be paid for any work connected with the suit, except as specified above. However, the actual expenses for typing, affidavits, Notary charges, stamps & postages may be paid.

9. FEES IN CERTAIN APPEALS & IN MISCELLANEOUS CASES (as per General Rule Civil)

In all proceedings or appeals registered as miscellaneous cases, the fee shall be half of those prescribed above, if the matter is decided on contest: but it shall be one fourth if it is decided ex-parte or without contest or dismissed in default or non-prosecution.

10. NO FEE SHALL BE ALLOWABLE ON ANY APPLICATION OR PETITION IN CASE:-

- For leave to file a suit or appeal (subject, however counsel has been allowed above fees).
- Under or of the nature of section 5 of Limitation Act, 1963.
- For an interlocutory order (passed under Order 39 Rule 6 of Civil Procedure Code, 1993) or a stay order or for modification or discharge of an interlocutory order or stay order already granted.
- For setting aside an ex-parte order or order in a suit appeal or other proceedings dismissed in default for non-appearance or for want of prosecution or any such cause.
- For substitution of legal heirs of a deceased party in a suit or appeal or other proceeding or for setting aside an abatement thereof or any other miscellaneous application in the suit/ appeal.

11. Fees for execution of Petitions :

The fee payable to the Advocate is 25% of the fee paid in suit. Only half of the said fee is payable immediately (i. e. 12 ½%) on filing of execution petition. The remaining half fee (i. e. 12 ½%) shall be payable on the conclusion of the execution proceedings.

12. Process fee summons /service & Vakalatnama :

It should be ensured that actual charges incurred by the Advocate are claimed and are paid. Process fee is paid for issuing summons /notices to the defendants, which includes, typing charges of copy of petition, stamps/postages etc., sent to each of the defendant separately.

13. Affidavit swearing/Attestation:

The actual charges as fixed by Government may be paid to the oath commissioner / public notary.

14. For obtaining Copy of stay order or copy of decree :

Actual reasonable charges may be paid only after receipt of certified copy of the stay order or decree, as the case may be. Most importantly , the certified copy of the decree should be examined carefully so as to ensure that the terms of decree are as prayed in the plaint. If it varies, the matter may be immediately taken up with advocate and Regional office/Head Office.

15. Typing /Photostat charges :

Only actual expenses should be paid. Branches to ensure that only required number of copies are taken. If plaint/application's copies are further required, photocopies may be taken out @ 0.50 paise or at prevailing market rate, whichever is lower. While passing bills branches should take care of above and ensure that Advocate should not take unnecessary copies and raise the bills.

Charges pertaining to typing / Photostat & miscellaneous expenses are treated inadmissible expenses of suit which cannot be recovered. Hence the same is to be debited to General Law charges and not in the party's account.

16. For filing / Defending Injunctions Suits:-

S.No.	Particulars	Maximum Fee Payable
01	For filing / Defending Injunctions Suits	Rs.2500/— + Prorata Clerkage @ 10% + Actual Expenses for Typing /Postage/Stamps etc.

17. Counsel fee for filing writ in High Court :

Particulars	Maximum Fee Payable
Writ filing Charges in High Court per case	Rs.4000/- (Over and above normal Fee)

18. **Writs / Appeals before the Hon'ble High Court (except recovery matter):-**

S.No.	Particulars	Maximum Fee Payable
01	When fully contested & finally disposed of	Rs.8000/- To Rs. 10000/- + 10% Clerkage + Actual Expenses for Typing /Postage/Stamps etc
02	Where notices received by Advocate , appearance made & case argued on Bank's behalf but no CA/Reply filed	75 % of the charges as mentioned in point 17(01) and no clerkage , typing + Actual Expenses for getting the Certified Copy of Order and courier charges .

19. **Writs / Appeals before the Hon'ble High Court in recovery matter :-**

S.No.	Particulars	Maximum Fee Payable
01	When fully contested & finally disposed of	Rs.3000/- To Rs. 5000/- + 10% Clerkage + Actual Expenses for Typing /Postage/Stamps etc
02	Where notices received by Advocate , appearance made & case argued on Bank's behalf but no CA/Reply filed	50 % of the charges as mentioned in point 18 (01) and no clerkage , typing + Actual Expenses for getting the Certified Copy of Order and courier charges .

20. **Consumer Cases:-**

S.No.	Particulars	Maximum Fee Payable
01	Consumer Cases at District Forum	Rs.2000/-to Rs. 4000/- + 10% Clerkage + Actual Expenses for Typing /Postage/Stamps etc
02	Consumer Cases at State Forum	Rs.3000/- to Rs. 6000 /- +10% Clerkage + Actual Expenses for Typing /Postage/Stamps etc

21. **Legal Opinion-**

S.No.	Particulars	Maximum Fee Payable
01	For Cases / matter in jurisdiction of District Court / District or State Consumer Forum /	Rs.500/- to Rs. 1000/-
02	For DRT cases	Rs.500/- to Rs. 2000/-
03	For Cases / matter High Court	Rs.1500/- to Rs. 2500/-

04	For Cases / matter Supreme Court or other important issue involved & its repercussion on the Bank . (Only for Head Office)	Rs.5000/- to Rs. 10000/-
05	Apart from the above fees, only actual expenses towards Typing & Postage shall be payable to the Advocates. No other expenses like miscellaneous expenses etc should be paid.	Actual

22. Counsel fee for cases in CLC,RLC and CGIT:

The fees payable to advocate for filing Suits/ defending cases against Bank shall be as under:

S.No.	Particulars	Maximum Fee Payable
01	Fee payable to advocates in CGIT for defending cases	Rs.5000/ +10 % of the fee as clerkage+Actual expenses for Typing/Postage/Stamps etc.
02	Fee payable to advocates in CLC and RLC for defending cases	3000/ +10 % of the fee as clerkage+Actual expenses for Typing/Postage/Stamps etc.

Please note that only half of the counsel fee is payable at the time of filing counter affidavit and remaining half fee shall be payable after the suit is decided and a copy of the decision is obtained.

When cases are decided ex-parte or without contest or dismissed in default or non-prosecution or due to compromise etc., only HALF COUNSEL FEE shall be payable.

No separate charges should be paid for any work connected with the case ,except as specified above.

23. Counsel fee for cases in DRT at Lucknow and Allahabad:

- For cases valuing up to Rs. 10.00 Lac - Rs.5500/-
- For cases valuing over Rs. 10.00 Lac - Rs.5500/- + Rs. 500/- for every Rs. 1/- Lac or part thereof ,subject to maximum Rs. 25000/-

Clerkage @ 10% of the counsel fee

Expenses for typing, Xerox, postage, court fee etc- on actual basis

Schedule of payment –

a) Cases filed by Bank-

- i) 50% of total fee along with expenses while filing application.
- ii) 25% of the total fees on obtaining judgment and issue of Recovery Certificate.
- iii) 15% of the total fees on execution of Decree / Recovery Proceeding.
- iv) Balance 10% of the total fees at the time of closure of Recovery Proceeding.
- v) Any additional applications are to be moved then for each application a maximum of Rs. 1500/-+ clerkage of 10% and any incidental expenses therewith provided proof is submitted for such incidental expenses, shall be paid.

b) Cases filed against Bank-

- i. 50% of total fee payable after filing of Bank's reply/counter and the remaining 50% when the case is finally disposed of / decided and certified copy of judgment obtained.
- ii. Replies / rejoinders if any, in respect of any counter claim, then a maximum of Rs. 1500/-+ clerkage of 10% and any incidental expenses therewith provided proof is submitted for such incidental expenses, shall be paid.

No further fees shall be payable after the stage at which a compromise is entered by the Bank and the proceeding terminated. However, it may be considered if the compromise is due to the efforts of the advocate by obtaining interlocutory orders from the DRT thus pressuring the Borrowers to come for a compromise , the advocate would be entitled for the full fees.

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