



	<p>ORIENTAL BANK OF COMMERCE (A Government Of India Undertaking) C.M.O. - Resolution, Recovery & Law, Agra Phone-05623018945. Email : cmo_rrl_ecup@obc.co.in</p>
<p style="text-align: center;">ADVERTISEMENT FOR EMPANELMENT OF ADVOCATES</p> <p>Oriental Bank of Commerce invites applications from Advocates within the meaning of Advocates Act, 1961 enrolled with the respective State Bar Council, having requisite qualification and experience in Banking Laws, DRT & DRAT matters/NCLT/ High Court, State Commission, matters pertaining to SARFAESI Act, 2002, Corporate Laws, Service Matters, Litigation matters before different Courts, Civil, Consumer and Criminal matters, N.I. Act, Arbitration proceedings, Recovery Suits, property search reports etc. for Senior/Junior panel of Advocates for Bank's branches/offices coming within the jurisdiction of CMO-RRL, Agra comprising of 20 Districts of Uttar Pradesh. <u>Advocates already on our Bank's panel and desirous of continuing on Bank's panel are also required to apply afresh.</u> No. of advocates to be empanelled are approximately 12 Advocates for DRT Lucknow and 78 for other places. For detailed terms & conditions, please visit Bank's web site www.obcindia.co.in.</p> <p>Last date of receiving application by the Bank is 31.08.2017 before 5:00 p.m.</p> <p style="text-align: center;">CLUSTER MONITORING HEAD</p>	



ORIENTAL BANK OF COMMERCE

(A Govt. of India Undertaking)



ओरियन्टल बैंक ऑफ कॉमर्स

(भारत सरकार का उपक्रम)

सी.एम.ओ. – रिज़ालूशन, रिकवरी एवं लॉ, आगरा फोन : 0562-3018945
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ओरियन्टल बैंक ऑफ कॉमर्स, वरिष्ठ/कनिष्ठ अधिवक्ताओं को अपने पैनल पर रखने हेतु आवेदन आमंत्रित करता है। आवेदन करने वाले अधिवक्ता, अधिवक्ता अधिनियम, 1961 की परिभाषा के अन्तर्गत संबंधित राज्य विधिक परिषद् में पंजीकृत हों, जिनके पास बैंकिंग नियमों, ऋण वसूली अधिकरण एवं ऋण वसूली अपीलीय मामले / राष्ट्रीय कंपनी विधि प्राधिकरण / उच्च न्यायालय, राज्य उपभोक्ता विवाद प्रतितोष आयोग, सरफेसी अधिनियम, 2002 से संबंधित मामलों, कॉरपोरेट कानून, सेवा संबंधित मामले, विभिन्न न्यायालयों के समक्ष न्यायिक मामले, सिविल, उपभोक्ता एवं आपराधिक मामले, एन.आई. एक्ट 1881) पर क्राम्य लिखित अधिनियम, 1881 (मध्यस्थता एवं सुलह के मामले, वसूली के मुकदमे, सम्पत्ति खोज रिपोर्ट आदि का अपेक्षित अनुभव हो। इच्छुक अधिवक्ता बैंक के क्लस्टर मॉनिटरिंग कार्यालय-समाधान, वसूली एवं विधि, जिसमें उत्तर प्रदेश के 20 जिले शामिल हैं, के क्षेत्राधिकार के अन्तर्गत आने वाली शाखाओं/कार्यालयों के लिए अपने आवेदन पत्र प्रेषित कर सकते हैं। बैंक के पूर्व में सूचीबद्ध एवं पैनल में बने रहने हेतु इच्छुक अधिवक्ता नए सिरे से आवेदन करें। ऋण वसूली अधिकरण (डीआरटी लखनऊ) के लिए लगभग 13 एवं अन्य स्थानों के लिए लगभग 78 अधिवक्ताओं को बैंक के पैनल पर सूचीबद्ध किया जाना है। विस्तृत नियम एवं शर्तों के लिए, कृपया बैंक की वेबसाइट www.obcindia.co.in. अवश्य देखें।

आवेदन प्राप्त करने की अंतिम तिथि 31.08.2017 को शाम 5.00 बजे तक है। *क्लस्टर मॉनिटरिंग हेड*



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CLUSTER MONITORING OFFICE, AGRA

ADVERTISEMENT FOR EMPANELMENT OF ADVOCATES

TERMS & CONDITIONS

General

1. The number of advocates required on Bank's panel under the CMO is as under

S.No	District	DRT	Junior Panel	Senior Panel	Total
1	AGRA	NIL	5	1	6
2	ALIGARH	NIL	3	NIL	3
3	BARABANKI	NIL	3	NIL	3



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4	BHADOHI	NIL	2	NIL	2
5	BHARATPUR	NIL	2	NIL	2
6	CHANDAULI	NIL	2	NIL	2
7	DEORIA	NIL	3	NIL	3
8	FATEHPUR	NIL	2	NIL	2
9	FIROJABAD	NIL	3	NIL	3
10	GORAKHPUR	NIL	6	1	7
11	HATHRAS	NIL	3	NIL	3
12	KANPUR NAGAR	NIL	5	1	6
13	LUCKNOW	12	5	2	19
14	MATHURA	NIL	6	NIL	6
15	RAEBAREILLY	NIL	2	NIL	2
16	SANT KABIR NAGAR	NIL	2	NIL	2
17	SANT RAVIDAS NAGAR	NIL	2	NIL	2
18	SITAPUR	NIL	3	NIL	3
19	UNNAO	NIL	3	NIL	3
20	VARANASI		6	1	7

2. The size of the panel and number of Advocates in panel shall be determined by the Competent Authority from time to time based on the requirement and quantum of work. The volume of work shall be assessed on the basis of the pending cases in the preceding year and the fresh cases likely to be added in the succeeding year.
3. The advocate shall not necessarily be empanelled for specific court and shall accept the work assigned to him and shall not refuse to accept any work without reasonable cause.
4. Refusal by any advocate to accept any work otherwise than on grounds of conflict of interest shall be grounds of removal of such advocate from Bank's panel. Similarly, no advocate as long as he/she is on Bank's panel shall contest any matter against the Bank.
5. Applications are to be submitted as per format given in Annexure A along with requisite documents.
6. Empanelment shall be at the sole discretion of the Bank and no advocate shall claim empanelment as a matter of right. Similarly, work allotted to the



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advocates shall be as per Bank's policy and assessment and no advocate shall claim allotment of cases as a matter of right.

7. Last date of receipt of application :31.08.2017

Period of Empanelment:

1. The advocates shall be empanelled only for a period of three years which shall be subject to annual review. This shall also be applicable for the advocates who are already empanelled and the advocates who have completed their tenure shall be taken out of the panel, unless empanelled afresh.
2. After the end of three years, empanelment of an advocate shall come to an end and no new cases will be assigned to the advocate.
3. The advocate however, subject to fulfillment of norms can apply afresh for empanelment as and when Bank calls for application as per the prescribed procedure and his/her candidature/ application shall be considered on its merits and the advocate can be empanelled afresh for such fresh period and it shall be treated as a fresh empanelment.
4. In case of legal retainers who perform dual role i.e., as a legal retainer and as a panel advocate, their empanelment as a panel advocate shall be on the aforesaid lines. However, the retainership will be for one year, renewable on year to year basis with maximum period of five years at a stretch.

MAINTENANCE OF PANEL AND NUMBER OF ADVOCATES

1. The maximum number of advocates at each District / Tehsil Headquarter shall be need based.
2. In Metropolitan cities where there are more districts within a shorter radius, the panel shall be maintained district court wise.
3. There shall be no overlapping of advocates. i.e., advocate on one panel at a particular district shall not be kept on the panel of other district/place.
4. Every CMO shall have a Senior Panel and Junior Panel of advocates

JUNIOR PANEL

The junior level advocate shall be empanelled for Civil Courts / Title Search / Securitisation Act / Consumer Forum/ Central Government Industrial Tribunal / Complaint under Sec. 138 of Negotiable Instruments Act (if amount involved is less than ₹ 10 lac) etc.



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The junior panel of advocate shall consist of advocates from amongst the energetic and promising members of the bar preferably with excellent academic background as well.

The advocate to be empanelled under this category shall have a minimum 5 years of standing practice at the Bar or is ex banker having length of service or retired executive of reputed PSU having experience as enumerated hereunder and shall have attended different types of matters before the Courts / Forums / Tribunals. The advocate shall have expertise in most of the following fields:

- Documentation, title search, Banking laws.
- Recovery litigation before Courts and Securitisation Act.
- District Consumer Forum
- Criminal Complaints, Complaints u/s 138 N.I. Act.
- Labour Cases / CGIT

SENIOR PANEL

The senior level advocate shall be empanelled for High Court / State Commission / DRT / DRAT / National Commission / Supreme Court / Criminal Complaint including complaint under Section 138 of Negotiable Instruments Act (if amount involved is ₹ 10 lac & above) etc.

The senior panel advocates shall have very high eminence, reputation and standing at the bar and not necessarily having the designation of senior advocate granted by the court.

The advocates to be empanelled under this category shall have a minimum 10 years of standing practice at the Bar or is ex banker having length of service or retired executive of reputed PSU having experience as enumerated hereunder and shall have attended different types of matters before the Courts/Forums/Tribunals. The advocate shall have expertise in most of the following fields:

- Documentation, title search, Banking laws.
- Recovery litigation before Courts, including DRT / DRAT and Securitisation Act.
- Consumer Matters, Competition and related economic legislation matters



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- Company law, Debenture Trustee matters, NCLT, FEMA, Security Laws and SEBI
- Service laws, cases before labour Court/Tribunal ,CGIT
- Writ jurisdiction and other matters before High Court
- Advocate on Record for matters before Hon'ble Supreme Court

There shall be no overlapping of advocates in Senior as well as junior panel i.e., an advocate on senior panel shall not be kept on the junior panel.

Sub-panel/Categories

Amongst the senior and junior panel, sub-panel shall be created on the basis of their specialization and their services be utilized accordingly for that particular work as detailed here under:

Senior Panel:

- DRT, High Court, State Commission, National Commission etc
- NCLT cases
- Service (HRD) cases
- Criminal cases (other than NI Act cases)
- Suits against bank.

Junior panel:

- Civil court matters and document vetting
- District consumer forum cases
- NEC matters
- NI Act cases, CMM Applications etc

5. The aforesaid list is only illustrative and not exhaustive. Depending upon the volume and nature of work at a CMO/Cluster, categorization be done at CMO.
6. There shall be no overlapping of advocates in Senior as well as junior panel i.e., an advocate on senior panel shall not be kept on the junior panel.
7. However, where the cases pertaining to one court goes in appeal or otherwise to a higher court such as High court etc in the same city, the same advocate may be engaged as an exception.

ALLOCATION OF CASES TO ADVOCATES



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The distribution and allotment of cases shall be as per policy of the Bank at its sole discretion and no advocate shall claim work as a matter of right

CRITERIA FOR EMPANELMENT

Advocate to be empanelled shall have the following:-

- i) High standard of integrity, acumen and competency.
- ii) Length of practice and specialization in the area of law beneficial to the Bank & experience in conducting Bank's cases.
- iii) Empanelled with other banks/ FIs/ PSUs / Central/state Governments etc. The advocate shall not have been black listed /removed from panel by any other such organizations & a declaration to this effect is required to be furnished by the Advocate at the time of empanelment.
- iv) Annual income-tax return filed with the Tax Authorities.
- v) If the advocate is also empanelled by other bank/ PSU/ FI then opinion of that bank / PSU/ FI may be obtained.
- vi) Advocates exclusively practicing in criminal courts having minimum experience of 5 years can be empanelled for attending to criminal work. In complicated urgent criminal matters, advocates having expertise in any particular matter can also be assigned the work at the sole discretion of the Bank, though not on panel.
- vii) Advocates shall be willing to abide by the Bank's terms and conditions as to fees, charges, submission of pleadings for approval etc. and consent to this effect shall be furnished by the advocate before empanelment.

COPIES OF DOCUMENTS TO BE OBTAINED FROM THE ADVOCATE WHILE SUBMITTING BIO DATA

1. High School Certificate in support of age.
2. Registration with Bar Council.
3. Identity Card issued by Bar Association / Bar Council.
4. Letter of empanelment with other bank /Govt. organizations.
5. Certificates in support of educational qualifications.
6. Annual income-tax return filed with the Tax Authorities



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7. An undertaking from the advocate to the effect that all information furnished by him/ her is correct and he/ she shall not demand / charge legal fee in excess of bank's schedule of legal fee shall also be furnished by the advocate.

With a view to broaden the panel of advocates, firms and knowledgeable & experienced ex-professionals in Banking and Personnel matters may be brought on the panel of the advocates. The empanelment guidelines for such law firms and ex-Bankers etc. are given hereunder:

1. Empanelment of firms of lawyers on the panel of advocates

To empanel a law firm on the panel of the advocates following criterion should be met :-

- A. The senior most partner of the firm shall have the minimum experience as stipulated for empanelling an individual advocate, either in senior panel or junior panel.
- B. Power to relax criterion for minimum experience will be the same as in case of an individual advocate.
- C. Depanelment of the firm shall be done in case of any breach of any terms & conditions of engagement by any of the partners / associates of the firm.
- D. The fee will be paid to the firm as per the schedule of the fee of the Bank.
- E. In case of any deficiency in service or professional misconduct on part of the empanelled firm the Bank may, at its sole discretion, take action against the firm as well as against any of erring partner / associate.
- F. No partner / associates of law firm will appear against the Bank in any legal proceedings so long as they remain associated with the law firm.
- G. The legal work will be assigned to the firm and all the correspondence will be made with the firm through the senior partner / associates of the firm.
- H. Any change in the constitution of the firm must be reported to the Bank and the Bank shall have sole discretion and authority to depanel the firm if the change is of the nature which will render the firm unsuitable to be on the panel of the Bank.



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2. Criterion for empanelment of advocates who are ex-banker or former executive of PSUs

The following is the criterion for empanelling advocates who are ex-banker or former executives of PSUs on the panel of the Bank :-

- A.** The ex banker / ex executive of PSU is enrolled as an advocate with the Bar Council of respective state.
- B.** The ex banker was in the scale IV or equivalent at the time of his leaving the service.
- C.** The ex banker must have been in banking services for at least 20 years continuously and his services were not put to an end by the employer bank due to any misconduct on his part.
- D.** If the ex banker was the law officer (specialist category) then the criterion may be relaxed as per policy of the Bank.
- E.** The ex executive of PSU was in the minimum of E-3 category or equivalent at the time of his/ her leaving the service.
- F.** The ex executive of PSU must have been in services of PSU for at least 30 years continuously and has been enrolled with the Bar Council as advocate for two years and his / her services were not put to an end by the employer PSU due to any misconduct on his part.
- G.** If the ex executive of PSU was the law officer (specialist category) than the criterion of length of service may be relaxed as per policy of the Bank.
- H. Ex-Banker should also hold minimum experience of 3 years practice at Bar either before joining the bank or after retirement**

REVIEW OF ADVOCATES:

Every year the performance of the advocates on panel shall be reviewed and non-performing advocates shall be removed from the panel on the basis of parameters like pace of disposal of cases, promptness with which Bank's matters are attended to, interest taken on recovery of Bank's dues, adherence to Bank's schedule of legal fees / conditions of empanelment and nature of court orders obtained etc. The review shall be done by the competent authority.

DEPANELMENT OF ADVOCATES



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The matters of counsels whose legal investigation of title and search report proved false or became a matter of question raising doubts about the correctness of the opinion, such counsel shall not be entrusted with any more work of investigation of title and providing search report. Further, besides depaneling of such counsels, if found guilty of misconduct/wrong reporting, action shall be taken against them by filing complaint before the respective bar council as well. However, if the competent authority is satisfied that any advocate is guilty of misconduct / wrong reporting etc., he / she shall be removed from the panel at once. Court cases / DRT matters dealt by him / her, shall be re-allotted to other panel advocates.

Misconduct on the part of the Advocate shall mean and include any of the following:-

1. Handing over the brief to another advocate without prior written permission of the bank or refusal of any legal assignment made by the Bank without any cogent reason.
2. Failing to attend the hearing of the case without sufficient reason.
3. Notwithstanding that the advocate's fees has been paid or not:
 - i. Not acting as per bank's instructions or going against specific instructions.
 - ii. Not returning the brief when demanded or not allowing or evading to allow its inspection on demand.
4. Misappropriation of bank's money in the hands of the Advocates or earmarking the same towards his fees without consent of the Bank.
5. Threatening, intimidating or abusing any of the Bank's employees, officers, directors or representatives.
6. Advocate himself appearing against bank or making any of his chamber mates, associates or juniors to appear on behalf of any of the defendants in Bank's suit/petition without seeking written consent from the bank.
7. Giving of improper legal advice or wrong title opinion.
8. Committing an act tantamounting to contempt of court.
9. Conviction of the Advocate in any offense resulting into punishment of arrest or detention or debaring by the Bar Council upon a complaint filed by his clients without limiting to bank.
10. Giving false information in the application for empanelment.
11. Passing on information relating to Bank's case on to adversaries or their advocate which may cause damage to the bank's interests and



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12. Giving false or misleading information to the bank relating to the proceedings of the case.

13. Any other professional misconduct.

Further Bank may seek explanation from advocates who wrongly certify as to clear legal titles in respect of assets, by negligence or connivance, and if no reply/satisfactory clarification is received from them within one month, Bank may report their names to IBA.

The fee payable to the advocate shall be as per the fee schedule in vogue at the time of assignment/ entrustment of the case. The fee as per schedule payable to the advocate is the maximum fee permissible and shall be negotiated by the competent authority to keep it at a minimum. No advocate shall demand fee which is higher than as prescribed in Bank's fee schedule.

THE PRESENT SCHEDULE OF FEES PAYABLE TO THE ADVOCATES IS AS UNDER :

WHEN BANK FILES / CONTESTS ORIGINAL SUITS FOR RECOVERY IN CIVIL COURTS, DRTs & HIGH COURTS HAVING ORIGINAL JURISDICTION

Sr. No.	Particulars	Legal Fees besides 10% Clerkage	
		Major Cities	Other Places
1.	Upto ₹ 1.00 lakhs	₹ 6,000/-	₹ 5,000/-
2.	₹ 1.00 lakhs to ₹ 2.00 lakhs	₹ 6,000/- + 3% on the amount exceeding ₹ 1.00 lakhs (Maximum ₹ 6000/- + ₹ 3000/- = ₹ 9,000/-)	₹ 5,000/- + 3% on the amount exceeding ₹ 1.lakhs ₹ 5,000/- + ₹ 3000/- = ₹ 8000/-
3.	₹ 2.00 lakhs to ₹ 10.00 lakhs	As above Plus 1% on the amount exceeding ₹ 2 lakhs (Maximum ₹ 6,000/- + ₹ 3,000/- + ₹ 8000/- = ₹ 17000/-)	As above +1% on the amount exceeding ₹ 2 lakhs (Maximum ₹ 5,000/- + ₹ 3000/- + ₹ 8000/- = ₹ 16,000/-)



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Sr. No.	Particulars	Legal Fees besides 10% Clerkage	
		Major Cities	Other Places
4.	₹ 10.00 lakhs & above	₹ 17000/- for the 1 st ₹ 10 lakhs and ₹ 500/- for every additional ₹ 1 lakhs or part thereof. (Subject to maximum ₹ 40,000/-)	₹ 16,000/- for the 1 st ₹ 10 lakhs and ₹ 500/- for every additional ₹ 1 lakhs or part thereof. (Subject to maximum ₹ 35,000/-)

Major Cities – Delhi, Mumbai, Chennai, Kolkata, Hyderabad, Ahmedabad & Bengaluru.

Other Places – All cities which have not been categorized as major cities as above.

The legal fee as per the above schedule shall be payable in three installments as under:-

1. 25% at the time of filing of plaint/OA/Written Statement by the bank
2. 25% on completion of evidence and exhibition of documents by both the parties.
3. 50% after obtaining final orders and submitting certified copy to the Bank.

EXPARTE PROCEEDINGS

If the Suit or Original Application is decreed ex-parte either on account of non-appearance or non-filing of written statement or not pursuing the matter by the defendants after filing the written statement or for whatsoever reason, 50% of total fee shall be payable in two stages i.e. (i) As per Stage –1 above i.e. 25% and balance 25% after obtaining final orders.

COUNTER CLAIM / SET OFF

In case the defendants file counter claim / right to set off and the bank has filed WS / Reply, in that event, the advocate shall be paid additional legal fee @ 25% of the total fee payable in single installment with 10% clerkage, as it requires extra time and professional attention to contest the matters by the advocate engaged.



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FEE FOR REPRESENTING THE BANK WHERE IT IS A PROFORMA DEFENDANT

Particulars	Major Cities	Other Cities
IN DRT / DRAT/ HIGH COURT	₹ 5,000/- + 10% clerkage	₹ 4,000/- + 10% clerkage
IN CIVIL COURTS	₹ 3,000/- + 10% clerkage	₹ 2,500/- + 10% clerkage

Note

- No separate fee shall be payable to the advocate for obtaining interim orders / orders on interlocutory applications or for defending interlocutory applications moved by the defendants/ third parties during the course of the Suit / OA filed by the bank.
- To contest application of defendants to set aside ex-parte final order, the fee shall be 10% of the total fee payable in the matter, calculated, as above. If the ex-parte final order is set aside and trial is recommenced, the advocate shall be paid only the balance amount payable i.e. remaining 50% of the total fee payable, as above.
- In the event of Suit / OA being dismissed on default or for whatever reason not being on merits, no fee shall be payable for the restoration of the same to the advocate who was contesting the case at the time of dismissal.
- Compromise decree shall not be treated as decree on merits and the fee payable shall be only 50% of the total fee payable. However, if the account is fully adjusted at the final stage of the case i.e. at the stage of oral evidence or final arguments, the advocate shall be entitled to the full fees.
- If the account is adjusted / withdrawn, advocate fee shall be paid as per the stage of the case and no further fee is payable.

EXECUTION APPLICATION

The fee for execution of decree / recovery certificate in DRTs shall be 50% of the fee payable on the original side, payable in the following manner:-

1. At the time of filing execution – 50% + 10% clerkage
2. At the time of final recovery - 50% + 10% clerkage



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IF EXECUTION APPLICATION IS ADJOURNED SINE DIE & REVIVED LATER

The advocate shall be paid only the balance amount of the fee payable to her/him as above.

INTERVENER APPLICATION / OBJECTIONS FILED BY THIRD PARTY ETC.

A separate fee shall be payable in two equal installments for opposing intervener applications/ objections filed by third parties during the course of execution proceedings of the bank / in High Court, DRT & Civil Courts under SARFAESI Act 2002 / in other proceedings as the case may be as these are to be contested very strongly to safeguard Bank's interest. First installment of fee will be paid at the time of filing reply on bank's behalf second installment of fee after final disposal of the application / objection calculated as under :-

BEFORE RECOVERY OFFICER, DRT & CIVIL COURT

Major Cities	Other Cities
₹ 5000/-+ 10% clerkage	₹ 4000/-+ 10% clerkage

If there are more than one intervener application, the total fee besides 10% clerkage payable for contesting all the intervenor applications shall be ₹ 8,500/- in major cities and ₹ 7,000/- in other cities.

BEFORE PO, DRT/DRAT & HIGH COURT

Major Cities	Other Cities
₹ 7000/-+ 10% clerkage	₹ 5000/-+ 10% clerkage

If there are more than one intervener application, the total fee payable for contesting all the intervenor applications shall be fixed at ₹ 12,000/- + 10% clerkage in major cities and ₹ 10,000/- +10% clerkage in other cities.



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FOR OBTAINING RC FROM DRT ON THE BASIS OF CIVIL COURT DECREE

Major Cities	Other Cities
₹ 5000/-+ 10% clerkage	₹ 4000/-+ 10% clerkage

APPEALS BY BANK/ AGAINST BANK

Payment of advocate fee shall be made in two installments i.e. 50% at the time of filing appeal / filing objection (in case of appeals against the bank) with 10% clerkage and balance at the time of final disposal of appeal with 10% clerkage .

1. APPEALS IN DRATs & DISTRICT COURTS AGAINST FINAL ORDERS

The legal fee payable shall be same as the fee payable on the original side for filing original Suit / OA as per existing policy. However, if the same advocate is contesting original suit as well as appeal, 80% of the total fee will be given to the advocate.

Wherever there are cross appeals, multiple appeals etc. against the same final orders, only single professional fee shall be payable to the advocate.

2. APPEALS FROM ORDERS OF RECOVERY OFFICER BEFORE DRT & DRAT

Major Cities	Other Cities
Maximum ₹ 7,500/- + 10% clerkage	Maximum ₹ 6,000/- + 10% clerkage

3. FEE FOR FILING/ CONTESTING APPEAL BEFORE DRAT AGAINST INTERLOCUTORY ORDERS OF DRT (MISC APPEALS)

Same as earlier, a consolidated amount of 50% of the sanctioned professional fee be payable before DRT



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4. REVISION/ SECOND APPEAL

Same labour & time is involved as in contesting the original suit / OA except recording of evidence. As such, 50% of the fee payable on the original side for filing original Suit / OA shall be payable.

REVIEW APPLICATION BEFORE THE DRTS / DRATS & DISTRICT COURTS/ HIGH COURTS

₹ 1,000/- in Civil / District Courts & ₹ 1,500/- only in High Courts & DRTs/ DRATs as professional fee shall be payable for filing and contesting an application for review of the order passed by the same Court.

WRIT PETITION/ APPLICATION U/SEC 482 Cr PC BEFORE HIGH COURT

For drafting, filing and contesting Writ Petition by the Bank / against the Bank before High Courts, the maximum consolidated fee shall be payable as under keeping in view of the complexity of the matter:-

Major Cities	Other Cities
₹ 15,000/- + 10% clerkage	₹10,000/- + 10% clerkage

Bail Matters where legal and financial support is provided to the staff as per Bank's policy

For filing bail petition before District Courts	For filing bail petition before High Courts
₹ 10,000.00	₹ 15,000.00

EXPLANATORY NOTE

1. Fee is to be paid in two equal installments. One at the time of filing of W.P./ Counter affidavit by the advocate and the balance after disposal of the case and on submission of certified copy of the final order. The competent authority shall negotiate the fee with the advocate on case to case basis and try to fix the same at minimum level.
2. If the writ is not admitted, then only one installment of fee shall be payable.
3. For any interim application / petition filed by the Bank, an additional fee upto ₹ 3,000/- can be considered depending upon the nature, complexity, urgency etc. of the application/ petition and the nature of reliefs sought with the prior approval of competent authority.



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4. If any conference is required with senior advocate (not necessarily designated), a maximum consolidated fee of ₹ 4,500/- in major cities & ₹ 3000/- in other cities shall be payable as one time fee after getting prior approval from competent authority and no further fee shall be payable for subsequent conferences, if any.
5. Where writs are of general nature without involving complicated facts and legal issues, the advocate's fee in such cases shall be negotiated and fixed at reasonable amount, making efforts to fix the same at less than the amount prescribed above.
6. In group writ petitions, the fee shall be negotiated and fixed by the competent authority.

FEE FOR VARIOUS APPLICATIONS UNDER THE COMPANIES ACT

The fee for various applications moved under the Companies Act shall range between ₹ 5,000/- & ₹10,000/- in High Courts located in major cities as well as in other cities. Fee is to be paid in two equal installments i.e. first at the time of filing of appropriate application/ objection by the advocate and the balance after disposal of the case and on submission of certified copy of the final order to the bank.

CASES BEFORE SUPREME COURT

Maximum consolidated fee of ₹ 20000/- + 10% clerkage shall be payable and the same shall be payable in two equal installments - one at the time of filing of SLP / Counter affidavit by the advocate and the balance after disposal of the case and on submission of certified copy of the final order. Wherever senior advocates are to be engaged, separate fee shall be negotiated and settled by competent authority. The fee payable to the advocate on record shall only be ₹ 15,000/- + 10% clerkage. In case the SLP is disposed of / dismissed at the initial stage itself / or admission, then only 50% of consolidated fee, stated above, shall be payable to advocate on record.

Where the Bank is only a proforma defendant, maximum fee payable shall be ₹ 10000/- inclusive of clerkage.

Fee for holding conference with Senior Advocate shall be ₹ 5000/- and no further fee shall be payable for subsequent conferences, if any.



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FEE FOR DRAFTING SLP / COUNTER AFFIDAVIT / REJOINDER AFFIDAVIT IN COMPLICATED MATTERS BEFORE SUPREME COURT

In exceptional cases the maximum fee for the above matters, if drafted by an advocate who is not on the Bank's panel and has not been engaged for contesting the matter shall be ₹ 5,000/- consolidated (without clerkage).

FOR FILING CAVEAT APPLICATION

DRT / DRAT / Civil Court	₹ 1,500/- (inclusive of clerkage)
High Court	₹ 2,000/-(inclusive of clerkage)
Supreme Court	₹ 3000/-(inclusive of clerkage)

APPLICATION/ APPEAL UNDER SECURITISATION ACT

When the borrower or Bank files application / Appeal under Section 17(1) or 18(1) in DRT/ DRAT respectively the professional fee besides 10% clerkage payable to advocate shall be as under :-

Particulars	Major Cities	Other Cities
Upto ₹ 10 lakhs	₹ 6000/-	₹ 5000/-
Above ₹ 10 lakhs – upto ₹ 50 lakhs	₹ 9000/-	₹ 7500/-
Above ₹ 50 lakhs – upto ₹ 100 lakhs	₹ 12000/-	₹ 10000/-
Above ₹ 100 lakhs	₹ 15000/-	₹ 12500/-

The above payment shall be made in two equal installments i.e. one at the time of filing appeal / reply as the case may be and the balance after final disposal. In case appeal is against existing DRT case, then the same advocate who is already handling the case in DRT shall be engaged.



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APPLICATION/ APPEAL UNDER SECURITISATION ACT FOR FILING APPLICATION & OBTAINING ORDER FOR PHYSICAL POSSESSION UNDER SARFAESI ACT 2002 BEFORE CHIEF METROPOLITAN MAGISTRATE OR DISTRICT MAGISTRATE THROUGH ADVOCATES

Major Cities	Other Cities
₹ 6,000/- to ₹ 10,000/- per property	₹ 5,000/- to ₹ 8,000/- per property

The fee shall be fixed in the above range depending upon the amount involved, value of the property etc. The competent authority shall negotiate the fee with the advocate on case to case basis and try to fix the same at minimum level possible.

The fee shall be payable in two equal installments i.e. first at the time of filing of application and next at the time of obtaining physical possession by the bank / settlement of the account after obtaining order for physical possession. In case the matter is settled before granting of order by CMM/DM, only 50% of the total fee will be given to advocate.

The decision regarding engagement of counsel for filing application before CMM/DM shall be taken by the concerned competent authority only in those cases where possession of secured assets is resisted by the Borrower / guarantor/mortgagor.

APPLICATION/ APPEAL IN MATTERS REFERRED TO COMPETITION COMMISSION

The amount of fee payable in above cases will range from ₹ 5,000/- to ₹ 10000/- + 10% clerkage payable in two equal installments, negotiable depending upon the complexity of matter.

APPLICATION/ APPEAL BEFORE NCLT /NCLAT

₹ 10,000/- to ₹ 20,000/- + 10% clerkage, depending upon the complexity of the matter.

The fee shall be payable in three stages i.e. 25% at the time of initial stage and 25% at the time of arguments 50% after disposal.



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APPLICATION/ APPEAL IN CRIMINAL MATTERS

1. Filing of Application under CrPC including Sec 200 / Complaint under Section 138 of Negotiable Instruments Act / any other application filed under the provisions of CrPC

Major Cities	Other Cities
Maximum amount of ₹ 7,000/- + 10% clerkage	Maximum amount of ₹ 5,000/- + 10% clerkage

Competent Authority shall negotiate with the advocate and try to fix fee at the minimum.

2. Where criminal case is to be instituted / contested by the Bank, the fee be paid shall be as under :-

Amount involved	Major Cities	Other Cities
Up to ₹ 10 lakhs	₹ 6000/-	₹ 5500/-
10 lakhs to 50 lakhs	₹ 9000/-	₹ 8000/-
50 lakhs to 1 Crore	₹ 12,000/-	₹ 11000/-
Above ₹ 1 Crore	₹ 15,000/-	₹ 13000/-

3. Drafting and filing of Criminal Complaint before Police Authorities

Major Cities	Other Cities
₹ 3,000/-	₹ 2,000/-

FEE FOR CONSUMER FORUMS & COMMISSIONS BY BANK/ AGAINST BANK

	Major Cities	Other Cities
District Forum	Consolidated amount of ₹ 5,000/- + 10% clerkage	Consolidated amount of ₹ 4,000/- + 10% clerkage
State Commission	₹ 7,500/- consolidated + 10% clerkage in major as well as other cities	
National Commission	₹ 15,000/- consolidated + 10% clerkage shall be payable.	



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EXPLANATORY NOTE

The above fee shall be payable in two installments i.e. 50% at the time of filing the complaint/appeal/ Revision/ Written Statement and balance 50% after final orders and submission of certified copy of the final orders to bank. When the matter is settled between the parties and case is disposed of as settled, withdrawn or dismissed out of Forum / Commission, only 50% of schedule fee shall be payable.

PREMISES MATTERS

Major Cities	Other Cities
₹ 10,000/- to ₹ 20,000/-+10% clerkage	₹ 7,000/- to ₹ 15000/- + 10% clerkage

The above fee shall be payable in two instalments i.e. 50% at the time of filing the pleading / Written Statement and balance 50% after final orders and submission of certified copy of the final orders to bank. The competent authority shall negotiate the fee with the advocate on case to case basis and try to fix the same at minimum level depending upon the complexity of matter, valuation of the case, court in which suit is to be filed etc.

FEE PAYABLE FOR TRANSFERRED CASES

There are instances, where the bank has to change the advocate and get the files of the Suit/OA/Appeal transferred from the advocate to whom the original assignment was given, to other advocate. In such circumstances, the legal fee to be paid to new advocate, shall be determined as per stage of the case. However, the total fee paid to both the advocates for a particular case shall not exceed the total fee payable as per schedule. However, if the case is decided ex-parte (or) compromised after the transfer of case to the new advocate, s/he may be paid 50% of the balance fee, subject to the minimum of 25% of the total sanctioned fee, as earlier.

FOR DRAFTING/EXECUTION OF LEASE DEED / SALE DEED ETC. OF BANK'S PREMISES & IMMOVABLE PROPERTIES

The maximum advocate fee shall be ₹ 5,000/- plus 10% clerkage depending upon the nature of work and quantum involved besides actual miscellaneous expenses incurred in registering the document & obtaining registered document from the authority. The Regional Heads to negotiate the fee with the advocate on case to case basis and try to fix the same at minimum level.



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FEE FOR DRAFTING OF PLAINTS/ OA IN SPECIAL CIRCUMSTANCES

Sometime the plaint / OA has been drafted by the advocate after perusing all the documents but the Bank does not file suit / OA because of several reasons like the borrower gives some settlement proposition / adjust the account, in such circumstances, the professional fee without clerkage for drafting the plaint/OA, which are not filed subsequently shall be paid @ 15% of the total fee payable on the suit/OA without clerkage.

In the event of the suit in the account filed at later stage, the fee as above paid shall be deducted from the regular fee to be paid at the time of suit filing.

LEGAL NOTICE IN NPA ACCOUNTS DEMANDING REPAYMENT

Amount involved	Professional fee (inclusive of clerkage)
Upto ₹ 1 lakh	₹ 550/- consolidated.
Above ₹ 1 lakh & upto ₹ 5 lakhs	₹ 750/- consolidated.
Above ₹ 5 lakhs & upto ₹ 10 lakhs	₹ 900/- consolidated.
Above ₹ 10 lakhs & upto ₹ 50 lakhs	₹ 1200/- consolidated.
Above ₹ 50 lakhs	₹ 1500/- consolidated.

Actual expenses of typing and postage supported by receipts/bills shall be extra.

LEGAL NOTICES / REPLY NOTICES IN OTHER MATTERS

In case the legal notice/ reply of notice has been sent by panel advocate, the fee will be ₹ 1000/- to ₹ 1500/- (inclusive of clerkage) + typing & postage charges etc. depending upon nature & complexity of the issues involved.

FEE FOR NON-ENCUMBRANCE CERTIFICATE AND LEGAL OPINION ON TITLE AFTER CONDUCTING SEARCH OF ALL RELEVANT RECORDS

The professional fee payable in such cases shall relate to the property and not to the amount to be sanctioned.

Amount Involved	Major Cities	Other Cities	
		Urban & Semi Urban	Rural
Upto ₹ 1 crore	₹ 2000/- per property	₹ 1000/- per property	₹ 500/- per property.
Above ₹ 1 Crore	₹ 3000/- per property	₹ 2000/- per property	₹ 1000/- per property



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It will be settled at the minimum level by the competent authority keeping in view the complexities that exist in title documents. Beside the said professional fee, actual expenses like search fee paid, typing charges etc. supported by receipts/ bills, depending upon the amount involved will also be paid to the concerned advocate. However, no conveyance expenses are allowed

Further, the fee for NEC in case of staff loan will remain same as earlier i.e ₹ 500/- in case the amount involved is upto ₹ 5 lakhs & ₹ 1000/- in case the amount involved is above ₹ 5 lakhs besides the actual expenses incurred.

1. It shall be ensured that no adjournments are sought by the bank's advocates except in exceptional circumstances. However, the adjournments sought by the defendants shall be opposed very strongly and if the court is inclined to grant it, heavy cost shall be insisted upon. The opposition of the Bank's advocate should be got recorded in the proceedings.
2. It shall further be ensured that no long dates are fixed by Courts/Tribunals and if, sought to be fixed, it should be vehemently opposed and detailed report along with reasons explaining the fixation of long dates should be kept on record.
3. The Bank's counsels shall send a detailed report of the proceedings immediately on conclusion of proceedings preferably on e mail and invariably in hard copies to both the Branch and the concerned controlling office hereafter.
4. The advocates shall also make timely updates (on the same day) on any system/portal/app which may be deployed by the Bank for this purpose. Login IDs/Passwords for the same shall be provided by the Bank.
5. The bills of miscellaneous expenses above ₹ 1000/- submitted by the advocates on account of typing, Photostat etc. shall be passed on submission of original bills/receipts/boarding pass/tickets etc. by the competent authority.
6. All miscellaneous Legal expenses shall be paid by competent authority on submission of bills, receipts, cash memos duly verified by the officer attending the court proceedings. The proper record shall be maintained by the advocate of all legal expenditure incurred for each case.
7. The Advocates should not use Bank's name, logo, symbol etc. in their letter head, sign board, name plates, rubber stamps, etc; such as 'Legal advisor to Oriental Bank of Commerce'/'Advocate for Oriental Bank of Commerce', etc.
8. In case the name of the advocate is approved for inclusion on Bank's panel, letter on the lines of Annexure C shall be sent to the advocate which shall have to be accepted by the advocate to be empanelled and having cases assigned to him/her.



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Annexure A

FORMAT OF APPLICATION AND BIO DATA FOR ADVOCATE
(In case of Law Firm, Annexure B is required to be filed along with Annexure A)

Recent Passport
Size Photograph
Signed Across

1. Name
2. Date of birth, Age (as on date of application : Years.....Months)
3. Gender :
4. PAN No.
5. Office/Chamber Address :
6. Home Address :
7. Telephone No. (Mobile.....Landline.....)
8. E-mail address :
9. Educational qualifications (most recent first)

S.No.	Degree/Qualification	Institution	Year of passing	%age of marks/CGPA

10. No. & Date of Enrolment and Name of Bar Council :

11. Membership of Bar Associations :

S.No.	Name of Bar Association	Membership No.	Member Since	Whether is presently office bearer ? If yes-Post



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12. Details of Experience/practice (most recent first)

S.No.	Area of practice (civil/criminal/commercial etc.)	Court/s /Tribunals/Authorities before which practiced	Period of practice (from year – to year)

13. Specialization, if any (Banking/Writ/taxation/ etc.)

14. Details of few important reported cases handled by the Advocate (maximum ten):

S.No.	Title	Citation	Date of Judgment	Court

15. Whether on panel of other Banks/PSUs/Central Govt./State Govt. :

S.No.	Name of Institution/Authority/Body	On Panel from	On panel till	Average number of matters assigned by the institution in a year

16. Computer Knowledge :

S.No.	Qualification/Certification in Computer Applications : Yes/No	If yes, name of Course	Name of Institute	Year of passing

17. If the answer to point no. 14 above is no, whether the advocate possesses functional knowledge of computers/internet and is able to operate apps on a smartphone ? Yes/No



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18. Whether Income Tax payee ? If yes, please give details as under for last three financial years:

(Rs. In Lacs)

S.No.	Assessment Year	Earnings/Gains from legal profession	Tax paid	

19. Whether advocate has any outstanding loan facility from Oriental Bank of Commerce ? If yes, details thereof :
20. Whether advocate has ever been a loan defaulter of any Bank/financial institution ? If yes, details thereof :
21. Whether advocate has ever been depanelled from any institution ? If yes, details :

S.No.	Institution	Date of empanelment	Date of Depanelment	Reasons for depanelment	Present status

22. Facilities/Amenities available for legal work :

S.No	Whether own chamber/Office Space :Yes/No	No. of Juniors	No. of Computers/Laptops	No. of Vehicles including two wheelers	Whether adequate number of Books/Referencers/Journals, telephones/internet connections etc. available :Yes/No

23. Whether the advocate belongs to the minority community ? Yes/No
24. Whether the advocate belongs to Scheduled Caste/Scheduled Tribe ? Yes/No
25. Whether the advocate is an ex-banker or former executive of PSU, if yes, details :



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S.No.	Name of Bank/PSU	Period of employment (date from-date till)	Position Held at the time of leaving service	Grade/Scale/Category/Band of position held at the time of leaving service	Whether advocate was employed as Law Officer in Bank/PSU prior to leaving service

26. Any other information which the advocate wishes to provide for the Bank to consider w.r.t. his/her suitability for empanelment.

Declaration cum Undertaking: I declare that I have never been blacklisted/ removed from panel/service by any organization and have never been penalized by any bar council in any matter. All the information provided by me in my application are correct. In case any information is found to be incorrect at any stage, the Bank shall be at liberty to take any suitable action as per the Bank's sole discretion including, but not limited to, lodging of complaint with Bar Council and/or initiating civil/criminal proceedings. In case my name is included in Bank's panel of advocates, I also undertake to abide by all the terms and conditions of empanelment and I shall not demand/charge legal fee in excess of Bank's fee schedule.

Date :

(Signature)

Place :

Enclosures : (Self attested copies of :)

1. Enrolment Certificate
2. Bar Council Identity Card
3. Certificates in support of educational qualifications : (Matriculation Onwards – Only degree/certificate and final/consolidated marksheets to be submitted)
4. Annual Income Tax returns (last 3 financial years)
5. Letters of empanelment with other Banks/Organisations



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Annexure B

FORMAT OF APPLICATION AND DETAILS FOR LAW FIRM

1. Name of the Law Firm
2. Constitution :
3. Address :
4. Telephone Nos.
5. E-mail addresses :
6. PAN No.
7. Names of Partners/Associates etc.
8. Date of incorporation/registration
9. Number of employees :
10. Services Offered :
11. Specialization, if any (Banking/Writ//taxation/ etc.)
12. Whether on panel of other Banks/PSUs/Central Govt./State Govt. :

S.No.	Name of Institution/Authority/Body	On Panel from	On panel till	Average number of matters assigned by the institution in a year



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13. Facilities/Amenities available for legal work :

S.No	Whether own chamber/Office Space :Yes/No	No. of employees /associates	No. of Computers /Laptops	No. of Vehicles including two wheelers	Whether adequate number of Books/Referencers/ Journals, telephones/internet connections etc. available :Yes/No

14. Any other information which the firm wishes to provide for the Bank to consider w.r.t. his/her suitability for empanelment.

Date :

(Authorised Signatory)

Place :

Enclosures : (Self attested copies of :)

1. Partnership deed/Certificate of Incorporation/Registration
2. Details of all partners individually as per Annexure A



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Annexure C

Dear Sir,

REG: YOUR EMPANELMENT ON THE PANEL OF THE BANK

This is in reference to the resume submitted by you with a request for empanelment in the Bank's panel of advocates in response to advertisement dated..... . In this connection we inform you that the Competent Authority has approved your empanelment on thepanel of the Bank for various courts in However, other legal matters may be assigned to you as per the requirement of the Bank from time to time.

We further inform you that your empanelment is subject to your acceptance of terms and conditions of empanelment and in no way should be construed as an offer for employment.

We request you to please contact this Office of the Bank for completion of necessary formalities.

Terms and Conditions of the Empanelment -

1. The empanelment is valid for the period of one year from the date of this letter which may be renewed at the sole discretion of the Bank for such further periods as may be deemed fit by the Bank.
2. The fee for the legal work assigned to you will be paid as per the schedule of the fee of the Bank.
3. You shall not use the name, symbol, logo etc of the Bank in any of the letter heads, correspondence, website, name plates etc.
4. You shall maintain high degree of the secrecy and will render best of its services. The condition of secrecy will continue even after your depanelment from the Bank's panel due to any reasons whatsoever.
5. You or your juniors/associates will not appear against the Bank in any legal proceedings till you remain on the panel of the Bank.
6. You may be depanelled from the panel of the Bank in case of breach of any terms & conditions of the engagement.
7. In case of any deficiency in service or professional misconduct on your part the Bank may, at its sole discretion, take action against you. The Bank may be at liberty to report / inform such incident of misconduct / deficiency in



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services to the governing body of the advocates and / or to initiate civil / criminal action against you.

8. The empanelment does not confer any right or claim for entrustment of legal work.
9. You shall be bound by all the terms and conditions as contained in the advertisement datedcontaining terms and conditions uploaded on Bank's website.
10. You shall be abide by the terms, conditions and the policies of the Bank which are subject matter for change from time to time without any notice to you.

We request you to please acknowledge receipt of this letter and send duly signed acceptance letter confirming therein that the terms and conditions are acceptable to you and shall be binding on you as long as you are empanelled with the Bank.

Yours faithfully,

Cluster Monitoring Head