

## ANNEXURE – A

### ESI CORPORATION, SUB REGIONAL OFFICE, COIMBATORE

#### TERMS AND CONDITION FOR PANEL ADVOCATES.

##### **1. Engagement and Tenure**

The Advocates empanelled with the Employees' State Insurance Corporation (ESIC) shall be engaged for conducting cases in which ESIC is a party before various Courts and Tribunals. The empanelment shall ordinarily remain valid for a period of three years from the date of approval. However, the Advocates shall continue to handle the cases already entrusted to them till their logical conclusion, even beyond the empanelment period, unless otherwise terminated. The empanelment may be terminated at any time by either side by giving one month's notice in writing, without assigning any reason.

##### **2. Eligibility Criteria**

i) Only those Advocates who are duly enrolled with the Bar Council of India or the respective State Bar Council and are actively practicing shall be eligible for empanelment.

ii) The applicant should possess a minimum of five years of continuous practice and should have adequate experience in handling cases relating to labour laws, service matters, and allied legal issues.

iii) The Advocate must also have sound knowledge of the provisions of the ESI Act/Code on Social Securities and other relevant statutes/codes, along with practical exposure to court procedures and litigation.

##### **3. Scope of Work and Duties**

i) The empanelled Advocates shall be responsible for representing ESIC before various judicial and quasi-judicial forums, including E.I. Courts, Labour Courts, Magistrate Courts, Consumer Forums, and other Courts or Tribunals as may be assigned from time to time. They shall be required to diligently conduct the cases entrusted to them from the initial stage till final disposal, including drafting of pleadings such as written statements, petitions, appeals, applications, and other related documents.

ii) The Advocates shall provide timely and reasoned legal opinions to ESIC on matters referred to them, particularly in cases where judgments are delivered against the Corporation. In such instances, they shall furnish a detailed opinion regarding the merits of the case and the advisability of filing an appeal within a reasonable time, preferably within five working days from the date of the order.

iii) They shall maintain close coordination with the Legal Branch of the Sub Regional Office, Social Security Officer (Legal), and concerned Branch Offices, and keep the Corporation regularly informed about the progress of cases, including filing status, hearing dates, interim orders, and final judgments. It shall be their responsibility to ensure that no ex-parte orders are passed against ESIC due to non-appearance or negligence.

iv) Further, the Advocates shall ensure timely collection and submission of certified copies of judgments, orders, and other relevant documents. They shall also take necessary steps for recovery of fines, costs, or any other amounts awarded in favour of ESIC and ensure that such amounts are duly credited to the Corporation.

#### **4. Allocation of Cases**

The assignment of cases to empanelled Advocates shall be made by the Sub Regional Office, ESIC, Coimbatore, on a case-to-case basis, or on the basis of roster, jurisdiction, or subject matter, as deemed appropriate. The Joint Director (In-Charge), Sub Regional Office, Coimbatore, shall be the competent authority for allocation of cases, and the decision in this regard shall be final and binding.

#### **5. Professional Conduct and Restrictions**

i) An Advocate empanelled with ESIC shall be permitted to engage in private practice, provided that such practice does not interfere with the efficient discharge of duties assigned by ESIC. However, the Advocate shall not accept any case, brief, or assignment against ESIC during the period of empanelment, nor shall they advise any party in matters which may result in litigation against ESIC.

ii) In case the Advocate is part of a law firm, it shall be ensured that the firm, its partners, associates, or juniors do not represent any party against ESIC in any matter. The Advocate shall maintain strict confidentiality with regard to all information, documents, and proceedings relating to ESIC cases and shall not disclose any such information to unauthorized persons.

iii) The Advocate shall also refrain from using the name, logo, or identity of ESIC for personal or professional purposes such as letterheads, signboards, or advertisements.

#### **6. Application and Selection Procedure**

i) The applicants are required to submit their applications strictly in the prescribed format along with all necessary supporting documents. Applications received after the due date or not conforming to the prescribed format shall be summarily rejected. The ESIC reserves the right to shortlist the applicants based on their qualifications, experience, and other relevant criteria, and to call them for interaction or interview.

ii)The selection process shall be conducted through a two-level committee system, consisting of a Screening Committee for preliminary scrutiny and a Selection Committee for final interaction/interview and empanelment. The both the committee will be constituted by the Head of Office. The shortlisted applicants by the screening committee will be called for interaction/interview.

iii)Based on the performance in the interaction/interview, applicants will be empaneled as ESIC panel advocates. The decision of ESIC in the matter of selection shall be final and no correspondence shall be entertained in this regard. Any attempt to influence the selection process through canvassing or other means shall lead to disqualification.

### **7. Documents to be Submitted**

The applicant Advocates shall submit attested copies of all requisite documents namely,

- i) proof of educational qualifications,
- ii) Proof of Bar Council registration,
- iii) copy of identify card issued by the Bar Association,
- iv) copy of Aadhar card and PAN card,
- v) copies of judgments handled where the applicant appeared as pleader
- vi) copy of empanelment letter issued by other authorities/entities,
- vii) income tax returns for the last 3 years,
- viii) Resume with a brief profile of experience, background, education, list of clients and nature of cases dealt with.
- ix) Two recent colour Passport size photographs.
- x) Proof of experience handling labour related cases.

### **8. General Conditions**

i) The empanelled Advocates shall strictly adhere to the instructions issued by ESIC from time to time and shall not absent themselves from court proceedings without prior approval of the competent authority, except under unavoidable circumstances. They shall ensure diligent handling of all cases entrusted to them and avoid unnecessary adjournments.

ii)Empanelment as an Advocate with ESIC shall not confer any right to claim assignment of cases or any form of employment with the Corporation. The Corporation reserves the right to engage any Advocate of its choice for any particular case, irrespective of the panel.

iii)No travelling allowance, daily allowance, or incidental expenses shall be payable to the empanelled Advocates for attending courts or visiting ESIC offices. Appeals, revisions, or petitions arising out of a common judgment and heard together shall be treated as a single case for all practical purposes.

## **9. Fees and Payment Terms**

i)The fees payable to the empanelled Advocates shall be governed by the rates prescribed by ESIC Headquarters from time to time. Payment shall be made by the Sub Regional Office, Coimbatore, subject to submission of certified copies of judgments, legal opinions, and compliance with other procedural requirements.

ii)Court fees and other litigation-related expenses shall be reimbursed on actual basis upon submission of proper bills and vouchers. ESIC reserves the right to revise or modify the fee structure at its discretion.

## **10. Performance and Accountability**

The performance of the empanelled Advocates shall be continuously monitored and evaluated based on the quality of representation, success rate, adherence to instructions, and overall conduct. In cases where the Advocate's opinion is found to be grossly incorrect or misleading, resulting in loss to ESIC, the Corporation reserves the right to seek explanation and take appropriate action.

## **11. Cancellation of Empanelment**

i)The empanelment of an Advocate shall be liable to be cancelled in cases of misconduct, submission of false information, negligence in handling cases, disobedience of instructions, breach of confidentiality, frequent absence from court, or unsatisfactory performance.

ii)ESIC also reserves the right to terminate the empanelment at any time by giving one month's notice in writing, without assigning any reason.

## **12. Miscellaneous Provisions**

In case of any ambiguity or difficulty in interpretation of these terms and conditions, the decision of ESIC shall be final and binding. The Joint Director (In-Charge), Sub Regional Office, Coimbatore, shall have the authority to relax any of the provisions in appropriate cases, if deemed necessary in the interest of the Corporation.