

KARNATAKA REAL ESTATE REGULATORY AUTHORITY

NOTIFICATION No K-RERA/SO-2/CR-10 /2022-23, Date: 29/5/2023

Applications are invited from eligible candidates for empanelment of Advocates / Law firms to represent the Karnataka Real Estate Regulatory Authority before different Courts of Law. The Last date for receipt of applications in the prescribed format, along with supporting documents is 15th June 2023.

Applicable terms and conditions shall be the same as stipulated in our earlier notification dated 16/12/2022. The said detailed notification is available on the Karnataka Real Estate Regulatory Authority Website www.rera@karnataka.gov.in.

Persons who have already applied in response to earlier notification dated 16/12/2022 need not apply again.



Secretary,

Karnataka Real Estate Regulatory Authority



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ನಂ:1/14, 2ನೇ ಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ ಬಿಲ್ಡಿಂಗ್,
ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್, 3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560027



No K-RERA/SO-2/CR-10 /2022-23

Date: 29/5/2022

NOTIFICATION

Notice inviting applications for Empanelment of Legal Counsel(s) to represent the Karnataka Real Estate Regulatory Authority (K-RERA) before the High Court of Karnataka and its Benches at Kalaburagi and Dharwad, Tribunals, District & Sessions Courts and other judicial bodies within the territory of Karnataka.

1. Empanelment of Legal Counsel(s)

The Karnataka Real Estate Regulatory Authority (K-RERA), an autonomous body of the Government of Karnataka, established under the Real Estate (Regulation and Development) Act, 2016 proposes to engage Legal Counsel(s) to represent K-RERA in the High Court of Karnataka and its Benches at Kalaburagi and Dharwad, Tribunals, District & Sessions Courts and any other judicial bodies within the territory of Karnataka.

Since majority of cases are filed in Bangalore only, preference will be given to those advocates who are based at Bangalore.

The interested Counsels/Law companies/Firms and practicing advocates registered with Bar Council of India/State Bar Council having adequate experience in dealing with legal matters pertaining to civil matters, land and revenue matters, real estate, BDA / BBMP/ KHB matters /service matters/ autonomous bodies are eligible for empanelment. The Qualification, Experience, Schedule of Fees, Other terms and conditions and the application format in which the application has to be made, have been prescribed and are as given below.

Eligible Law Firms and practicing advocates may send their applications addressed to Secretary, the Karnataka Real Estate Regulatory Authority (K-RERA) in the format prescribed in Annexure "A" enclosed herewith along with all supporting documents (scanned)

to the email id: krera-secretary@karnataka.gov.in.

The applications may also be sent by post or through hand delivery to the Secretary, Karnataka Real Estate Regulatory Authority at the above address.

The last date of receiving Applications in the prescribed format along with supporting documents is 15th June 2023

Only those who are ready to accept the terms and conditions in the notice shall be considered for empanelment. Applicants are required to mention Courts of jurisdiction wherein they want to represent K-RERA.

Note: Applying for empanelment at K-RERA does not confer any right/assurance whatsoever that they will be empanelled on the panel of K-RERA. Letters to advocates confirming their empanelment will be issued by K-RERA separately.

Terms and Conditions for empanelment:

2. Eligibility of Empanelment:

- a) The Advocates/Firms should be familiar with various branches of law especially those concerning laws of matters related to civil matters, land and revenue matters, real estate, BDA / BBMP/ KHB matters /service matters/ autonomous bodies etc.
- b) For empanelment with Karnataka Real Estate Regulatory Authority hereinafter referred to as K-RERA as Legal Counsel(s) an individual Advocate must have at least ten (10) years of experience as practicing Advocate and in case of firms the Senior most Advocate/Partner/Associate of the firm must have at least fifteen (15) years of experience as practicing Advocate.
- c) There would be a court specific empanelment i.e. for the High Court of Karnataka and its Benches at Kalaburagi and Dharwad, Tribunals, District & Sessions Courts and any other judicial bodies within the territory of Karnataka.

- d) For designation of an Advocate to handle the cases before all other courts/Tribunals/Forums/Commissions not mentioned above:- At least 10 years' experience in case of individual advocate and 10 years of experience of Sr. Partner in the case of firms.

3. Tenure of Empanelment:

The initial empanelment will be for two years or until further orders whichever is earlier. Performance of empanelled advocates shall be reviewed on annual basis. However, on completion of the term and satisfactory performance of the advocate, the empanelment may be renewed for a period of another two (2) years by the K-RERA as per the terms & conditions in effect at the time of renewal. The K-RERA reserves the right to terminate the empanelment of any advocate at any time without assigning any reason thereof.

4. Duties of the Counsel:

The counsel shall perform the following duties:

- a) Represent K-RERA before the High Court of Karnataka and its Benches at Kalaburagi and Dharwad, Tribunals, District & Sessions Courts and any other judicial bodies within the territory of Karnataka.
- b) Provide legal advice to K-RERA on civil, criminal, service and such other matters arising in due course of administration of the Karnataka Real Estate Regulatory Authority as are referred to him/her including:
 - i) Examination of petition and drafting of statement of objections / legal documents;
 - ii) Drafting of applications, petitions etc., to be filed in various courts of law;
 - iii) Filing of Petition / Review Petition / Revision Petition / Appeals / Miscellaneous Appeals etc.
 - iv) Prompt removal/curing of defects in appeals/petitions files; as may be pointed out by the registry;
- c) Apply for the copy of judgment from the court in cases

- attended by him/her and supply the copy of judicial pronouncements at the earliest but not later than 10 days from the date of order (excluding the time taken by the court in preparation of the copy);
- d) If required, render all assistance to Special or Senior Counsel engaged in a particular case before the Supreme Court / Karnataka High Court/ Tribunals/ Forums/ Commissions;
 - e) Keep K-RERA informed and updated on all important developments in the designated cases, dates of hearing, order of the court on the date of its pronouncement, supplying copy of judgment etc on regular basis;
 - f) Furnish monthly statement about the cases represented by him/her before Supreme Court, Karnataka High Court/ different judicial bodies/ Tribunals/ Forums/ Commissions or any other court/authority and their outcomes;
 - g) Perform such other duties of legal nature which may be assigned to him/her by K-RERA;
 - h) When any case assigned to him/her is decided against the Karnataka Real Estate Regulatory Authority, give considered opinion regarding the advisability of filing an appeal from such a decision not later than 5 working days of the order.

5. General Instructions:

- a) The size of the panel and number of Advocates in Panel shall be determined by the Competent Authority 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 years.
- b) Cases involving similar issues/points of law or otherwise interlinked or clubbed may be entrusted to the same Advocate as far as possible.
- c) Refusal by any advocate to accept any work without any reasonable cause (e.g. on grounds of conflict of interest) may entail removal of such advocate from the panel.
- d) The advocates shall accept the terms and conditions of the empanelment as determined by the K-RERA from time to time.

- e) In case of empanelment of Law Firms, all the terms and conditions for empanelment of the individual Advocates shall apply mutatis mutandis to them.
- f) The Advocate/firm shall not advise any party or accept any case against the K-RERA in which he/she has appeared or is likely to be called upon to appear for or advise which is likely to affect or lead to litigation against the K-RERA;
- g) If the Advocate happens to be a partner of a firm of lawyers or solicitors, it shall be incumbent upon the firm not to take up any case against the K-RERA in any Court of Law/Tribunal/Commission/Forum or any case arising out of those cases e.g. appeals and revisions;

6. Payment of Fee and Other Conditions:

- a) The fee payable to the Advocates shall be governed by the Schedule of fee as annexed as Annexure-C with these guidelines as amended from time to time.
- b) The Competent Authority shall have the right in exceptional cases to approve the payment of a higher fee than the fee mentioned in the annexed schedule keeping in view the importance of the matter and the labour and efforts put in by the advocate in a particular case. It shall also have the power to fix the fee for eventualities which have not been mentioned in the schedule till appropriate amendment is made in this regard in the Fee Schedule by the K-RERA.

7. Procedure for Empanelment:

The Competent Authority will consider the applications for empanelment in terms of these guidelines only on merits after due notice in this regard is published on the website of the K-RERA.

8. Communication of Empanelment:

After a decision to empanel the advocate is taken, a communication in writing to this effect shall be sent to the shortlisted Advocate/Firms as per Annexure-B with acknowledgment and acceptance due. The

process of empanelment shall be complete when K-RERA receives an acceptance letter from the advocate.

9. Right to Private Practice:

The Counsel will have the right of private practice, which should not however, interfere with the efficient discharge of work of K-RERA but he/she shall not advise, hold briefs or appear against K-RERA before any authority, tribunal or court of law;

If the counsel happens to be a partner in a firm of lawyers or solicitors, it will be incumbent on the firm, not to take up any case against K-RERA in any court of law or;

Any other case arising in other courts out of cases pertaining to K-RERA e.g. appeals and revision in the High Court/ Supreme Court/ Commissions/Forum/ Tribunals.

10. Termination of appointment/resignation:

K-RERA reserves the right to terminate the appointment / empanelment of a Counsel with one month's notice in writing without assigning any reason. The Counsel may also resign from the Karnataka Real Estate Regulatory Authority Panel by serving one month's notice.

K-RERA is free to engage any advocate of its own choice and an empanelled Advocate shall make no claim that he/she alone should be entrusted with K-RERA's legal matter(s).

11. Disablements:

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

- a) Giving false information in the application for empanelment;
- b) Handing over the brief or matter to another advocate without prior written permission of the K-RERA;
- c) Failing to attend the hearing of the case without any sufficient reason and/or prior information;
- d) Not acting as per K-RERA's instructions or going against specific instructions;

- e) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- f) Misappropriation of the K-RERA's funds or earmarking, using the same towards his fee without K-RERA's permission;
- g) Threatening, intimidating or abusing any of the K-RERA's employees, officers, or representatives;
- h) Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/appeal related to K-RERA;
- i) Committing an act that tantamount to contempt of court or professional misconduct;
- j) Conviction of the Advocate in any offence resulting into arrest or detention or disbarment by the Bar Council;
- k) Passing on information relating to K-RERA's case on to the opposite parties or their advocates or any third party which is likely to cause any damage to the K-RERA's interests;
- l) Giving false or misleading information to the K-RERA relating to the proceedings of the case; and
- m) Seeking frequent adjournments and/or not objecting the adjournment moved by other party without sufficient reason. Empanelment shall be liable to be cancelled due to occurring of any of the above disablements on the part of the Advocate.

12. Doubt/Ambiguity:

If there arises any doubt/ambiguity with respect to the implementation/interpretation of any clause of these guidelines, the same shall be placed before Secretary, K-RERA and his decision in this regard shall be final and binding.

13. Other Powers

The Karnataka Real Estate Regulatory Authority reserves the right to take away a case assigned to a particular advocate/firm and may assign it to some other advocate/firm from the panel or even outside the panel if it deems fit that the case is not properly represented or in case the Advocate/Firm expresses their inability to fight the case.

The Karnataka Real Estate Regulatory Authority can even hire the services of any other advocate(s) apart from the panel of Legal Counsel(s) on any amount of payment as per the severity of the case, it deems fit in order to protect the rights of the Karnataka Real Estate

Regulatory Authority in any case. The panel should give due respect to the decision of the Karnataka Real Estate Regulatory Authority and they ought to provide their legal advice and support to that advocate in case the Karnataka Real Estate Regulatory Authority asks them to assist that Advocate.

The Karnataka Real Estate Regulatory Authority may also appoint any of the Advocates from the panel or even outside the panel to receive the Petitions/Summons/Notices/Orders from a court on behalf of the Karnataka Real Estate Regulatory Authority and take appropriate steps on the same in consultation with the Karnataka Real Estate Regulatory Authority.

In every case, the decision of the Karnataka Real Estate Regulatory Authority is final and binding upon each advocate/firm.

Secretary
Karnataka Real Estate Regulatory Authority

ANNEXURE 'A'

FORMAT OF APPLICATION FOR ADVOCATES

1) Name	
2) Date of Birth	
3) Educational Qualifications	
4) Date of Enrolment, Enrollment Number, Name of Bar Council (Copy of enrolment certificate must be attached)	
5) Period of practice	
6) Details of Experience/practice	
7) Area of practice	
8) Specialization, if any (service matters/constitution/etc.)	
9) Whether Central Govt. counsel/pleader (indicate period)	
10) Brief list of clients e.g. Govt./ Organizations/Commissions/PSUs	
11) The courts where the Advocate is regularly practicing (Enclose Bar Association Membership Certificate)	
12) PAN Number	

Verification

- i) I declare that I have never been penalized/convicted by any bar council/court of law.
- ii) I also undertake to maintain absolute secrecy about the cases of the K-RERA as required under the Act, Rules and Regulations thereunder.
- iii) I agree with the Fee Schedule notified by K-RERA.

Signature of Advocate

Address (office & residence/chamber)

Date:

Place:

Tel. No. / Mobile No.

E-mail ID:

ANNEXURE 'B'

To,

Mr./Ms. _____, Advocate

Dear Sir/Madam,

Subject: Empanelment as K-RERA's Advocate

This is with reference to your application dated __/__/2022 wherein you have evinced interest for empanelment as an advocate with the K-RERA. We are pleased to inform that your request has been considered favourably and you are advised to give your assent for empanelment on following terms and conditions (A copy of guidelines enclosed):

- 1) You will abide by K-RERA's terms and conditions as enumerated in the Guidelines for such empanelment.
- 2) Your fees would be strictly governed by the K-RERA fee schedule for Panel Advocates as amended from time to time and you will not claim any retainer fee or employment in K-RERA's service.
- 3) You will not accept any case against the K-RERA as detailed in the terms and conditions of the guidelines.
- 4) You will take necessary steps to protect the interest of the K-RERA in matters entrusted to you from time to time.
- 5) Empanelment does not confer any right or claim that you alone should be entrusted with the K-RERA's work.
- 6) You will personally deal with the case assigned to you in addition to coordinating and working with designated Senior Advocate, if any, engaged in some matter.
- 7) On unsatisfactory performance in any assigned matter, K-RERA may at any time, at its discretion, withdraw from you such proceeding/matter/brief and may discontinue you as K-RERA's advocate without paying any further fees.
- 8) You will keep K-RERA informed about the developments in the matters entrusted to you.

- 9) Unless a case is specially assigned to you by the K-RERA, you will not on your own receive Summons / Notices of the K-RERA's matters and even if you receive, if no Vakalatnama is given to you, you shall not otherwise deal with such cases. However, you will immediately inform K-RERA in this regard.
- 10) You shall not use K-RERA's name or symbol, logo in your letter heads, sign boards name plates etc.
- 11) In case of any misconduct, the K-RERA will take appropriate action against you which includes filing complaint with Bar Council and recovery of financial loss caused to the K-RERA due to your misconduct.
- 12) In case of initiation of any disciplinary proceedings / criminal proceeding against you, the K-RERA may remove you from the panel even without waiting for the conclusion of such proceedings.
- 13) Your performance will be reviewed on yearly basis and if your services are not required / found up to the mark, K-RERA may remove you from panel and the cases/matters entrusted to you will be taken back from you.
- 14) You are required to maintain absolute secrecy about the cases of the K-RERA as required under the Act, relevant rules and regulations and you shall not divulge any details to an outsider or opponent as the case may be without written consent of the K-RERA.
- 15) You are requested to return the duly signed duplicate copy of this letter indicating your unconditional consent.

We look forward for better cooperation and hope for good relations with you.

Yours faithfully
(Authorized Signatory)

ANNEXURE 'C'

RERA Notification of Fee

The fee payable to the Advocates / Legal Counsels on the empanelment shall be governed by the Schedule of fee as indicated in the following with such guidelines as amended from time to time.

- 1) OM No. RERA/US/08/CR/2019-20, dated 14/10/2020
- 2) OM No. RERA/US/08/CR/2019-20, dated 17/06/2020

Copies of the above OMs are attached herewith.