GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.99/LC/17/High Courts New Delhi, dated 21.03.2000

The General Managers.
All Indian Railways(including
Production Units/Metro Railway &
CORE).

The Director General,
R.D.S.O., Lucknow.

O.S.Ds, North Central Rly/Allahabad
East Coast Rly/Bhubaneshwar,
East Central Rly/Hajipur,
North Western Rly/Jaipur,
South Western Rly/Bangalore,
West Central Rly/Jabalpur.

Chairmen, Railway Recruitment Boards.

Sub: Revision of fees payable to Senior Railway Advocates/Counsels, Standing Counsel and Railway Advocates in various High Courts (except High Courts of Delhi, Mumbai, Calcutta and Madras) 1st Oct., 1999.

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Enclosed herewith please find a copy of the Revised Scheme containing terms and conditions for the engagement of (1) Senior Railway Advocates/Counsel (2) Standing Counsel for Railways and (3) Railway Advocates in respect of civil litigation and such criminal cases as may be entrusted to them in various High Courts in India (except the High Courts of Delhi, Mumbai, Calcutta and Madras) effective from 1st October,1999.

2. For the guidance of Zonal Railways, Productions Units and other Railway Establishments under the administrative control of the Ministry of Railways, the following clarifications are given for settling the fee bills, TA/DA etc., payable to them for their engagement in various High Courts and its Benches in the District and Subordinate Courts, Tribunals, Commission of Inquiry, before Arbitrators/Umpires etc. in the country:-

(a) The Railway Advocates will be engaged only in accordance with the revised terms and conditions applicable to them w.e.f.1.10.1999 and no case for payment of fee at the rates higher than the rates prescribed in the Revised Scheme will be entertained by this Ministry.

(b) In respect of the cases listed for hearing in various High Courts and its Benches, the Counsel will be engaged by the Law Officer or any other officer authorised in this regard of the concerned Zonal Railway, Production Unit or other Establishment under the Administrative Control

of the Ministry of Railways, depending on the importance of the case, legal issues and financial stakes involved. However, in respect of their engagement in Courts, Commission of Inquiry, Tribunals etc outside the headquarters of the High Court or its Bench concerned, prior approval of the General Managesr of the concerned Zonal Railway or Production Unit or the Head of the Railway Establishment will be required.

(c) For appearance in High Court and its Benches on behalf of the concerned Zonal Railway, Production Unit or other Establishment under the Administrative control of the Ministry of Railways, the fee bills of Counsel are to be processed and the payments as regard the expenditure in connection with the fee payable to them, other miscellaneous and out of pocket expenses and T.A./D.A. etc. will be borne by the concerned Zonal Railway, Production Unit or Railway Establishment on whose behalf the Railway Advocate conducts the case or on whose request the Railway advocate is engaged to conduct the case. The fee bill and other bills of the Advocate shall be verified by the Law Officer or any other authorised officer of the Zonal Railway/Production Unit/Railway Establishment before payment is arranged.

(d) The Railway Advocate/Counsel will be paid fee at the old rates in respect of their appearance in the High Court etc. and other work done by them prior to 1st Oct., 1999, and at the revised rates in respect of the work done by them on/after 1st Oct., 1999. However, in cases where the consolidated fee per case is payable to the counsel and he has put in some appearance before 1st Oct., 1999 and some on/after 1.10.1999, the said counsel will be paid consolidated fee in respect of appearance at the revised rates for the entire case. The fee in respect of drafting work etc. will be paid in accordance with the rates, which were applicable to him at the time he completed the drafting work etc.

(e) The present procedure (as amended from time to time), regarding the 'High Fee' cases or engagement of Special Panel Counsel will continue to be followed.

(f) The Scheme being circulated with this letter will also apply to the Counsel of various Benches of Central Administrative Tribunals. However, the fee payable to the Counsel will be borne by the Zonal Railways/Production Units or other Railway Establishments themselves.

3. All the Zonal Railways, Production Units or other Railway Establishments under the administrative control of the Ministry of Railways, which propose to engage the Counsel to appear in various High Courts, are requested to contact the Law Officer or any other Officer authorised in this regard of the Zonal Railway in whose jurisdiction the High Court/ Tribunal lies. However, for engagement of Counsel for conducting cases outside the headquarters at which the High Court or its Bench is located, they may obtain prior approval of the General Manager or Head of the Railway Establishment. They are further requested to make arrangement for their travel in consultation with the Counsel.

4. The Zonal Railways/Production Units/Other Railway Establishment are further requested to ensure that the bills in respect of other expenditure if incurred by the Railway Advocate in connection with TA/DA etc. for their appearance in various courts etc outside their headquarters are sanctioned and money paid to them immediately and in any case not later than a month from the date of receipt of the bills in all respects including fees, TA/DA etc.

5. The competent officers of the concerned Zonal Railways/Production Unit/other Railway Establishments, under the powers vested in them under rules contained in the appendix VII of the Indian Railways General Code Volume-II after satisfying themselves that the fee bills and other bills are in order in all respects after consulting the Law Officer of the concerned Zonal Railway/Production Unit/Other Railway Establishment or any other officer authorized in this regard may sanction payment to the Railway Advocate and make payment at the earliest. However, where the fee bill prepared by the counsel does not strictly confirm to the scheme or where there is any doubt or difference of opinion between the Administrative officer empowered and the counsel on any particular item of fee etc. the matter may be referred to the Legal Adviser, Ministry of Railways, Railway Board.

6. If any difference or doubt arises in respect of fee or others bills claimed by the Counsel, the matter may be referred to the Legal Adviser, Ministry of Railways (Railway Board) whose decision shall be final.

7. This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

8. Hindi version will follow.

DA:.As above.

(N.C. Jain)
Legal Adviser
Railway Board.

No.99/LC/17/Delhi High Court New Delhi, dt.21.03.2000

Copy for information and necessary action to:

1. Dy.G.M(Law), Northern Railway, Baroda House, New Delhi.(With 5 spare copies)
2. Sr. Law Officer/Law Officer, All Indian Railways and Production Units except Northern Railway. (With 5 spare copies)
3. The Law Officer (i) Metro Railway, Calcutta.
   (ii) CORE, Allahabad

(iii) R.D.S.O, Lucknow

4. Pay and Accounts Officer, Railway Board, New Delhi.
5. Section Officer, F (X)-I Branch (with 5 spare), New Delhi.

(H.S.Jaikaria)
Asstt. Legal Adviser
Railway Board

DA: as above

No.99/LC/17/Delhi High Court. New Delhi, dt.21.03.2000

Copy forwarded to the Director of Audit, All Indian Railways and Production Units.

DA: As above

For Financial Commissioner (Railways).

(Hindi version shall follow)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

RAILWAY ADVOCATE
VARIOUS HIGH COURTS

Revised Scheme containing terms and conditions for the engagement of Standing Counsel for Railways, Railway Advocate/Counsel in respect of Civil Litigation and such Criminal cases as may be entrusted to them in various High Courts in India (except the High Courts of Delhi, Mumbai, Calcutta and Madras) effective from 1st October, 1999.

I. SCOPE OF THE SCHEME:

1. The Scheme will be operative in respect of all the civil litigation cases and such criminal cases on behalf of the Railways as may be entrusted to the Counsel various High Courts in India (except the High Courts of Delhi, Mumbai, Calcutta and Madras). However the counsel will not put in their appearance as a matter of course, in cases relating to Central/State Sales Tax unless they have been specifically instructed otherwise, in regard to any particular case.

2. Incharge of Litigation cases: The Law Officer of the Zonal Railway, Production Unit or other Railway Establishment under the Administrative Control of the Ministry of Railways or any other Officer authorised in this regard will be incharge of the entire litigation work of the Railways before various High Courts in India (except the High Courts of Delhi, Mumbai, Calcutta and Madras).

3. Allocation of cases to the Counsel: Allocation of cases to the Counsel will be made by the Law Officer of the Zonal Railway/Production Unit or any other officer authorised in this regard.

II. DEFINITION:

1. For the purpose of this Scheme, the expressions:

(a) 'Counsel' will mean and include the Railway Standing Counsel and Railway Advocate/Counsel;

(b) 'Railways' means and includes all the Zonal Railways, Production Units and other Railway Establishments under the Administrative control of the Ministry of Railways (Railway Board).

(c) 'Law officer' mean and includes Sr. Law Officer or Law officer regularly appointed by the Railways or any other officer specifically authorised to act as such.

III. STANDING COUNSEL FOR RAILWAYS AND PANEL OF RAILWAY ADVOCATES / COUNSELS:

There will be one Standing Counsel and a panel of Counsels to conduct the litigation cases on behalf of the Railways before the concerned High Court. The strength of the Counsels empanelled may be determined by the Ministry of Railways (Railway Board) from time to time.

IV. TERMS OF ENGAGEMENT/EMPANELMENT:

1. Initial/further Engagement/Empanelment: The term of engagement/empanelment of the Counsel would be for a period of three years or until further orders whichever is earlier. The terms may be extended for a further period at the discretion of Ministry of Railways. (Railway Board).

2. Termination of Engagement: The engagement of the Counsel would be terminable at any time without assigning any reason with the prior approval of Legal Adviser, Ministry of Railways, (Railway Board)

V. HEADQUARTERS OF THE COUNSEL:

1. Headquarters at the place of the usual sitting of High Court or its Bench: The Counsel will locate his headquarters during the period of his engagement as such, at the place of the usual sitting of the High Court concerned or its Bench as the case may be.

VI DUTIES:

1. The Counsel shall:

(i) appear in concerned High Court in the cases marked to him by the Law Officer or any other officer authorised in this regard;

(ii) the standing counsel for the Railways will receive notices on behalf of the railways and pass them on to the concerned Railway/Railway Officials and in case the time is too short, he may defend the case and explore the possibility of preventing ex-parte orders etc.

(iii) if so required, appear in the District and Subordinate Courts, Tribunals, Commissions of Inquiry, before the Arbitrators/Umpires etc. at the headquarters/outside the headquarters;

(iv) when any case attended to by him is decided against the Railways and/or its Officers, give his opinion regarding the advisability of filing an appeal from such a decision;

(v) render all assistance to the Attorney General of India/Solicitor General/ Additional Solicitor General for India. Advocate General of the State Government, special or Senior Counsel, if required to do so, who may be

engaged in a particular case before the High Courts, Tribunals, Commissions of Inquiry, before the Arbitrators/Umpires etc.;

(vi) keep the concerned Railway/Deptt. informed of the important developments in the case from time to time, particularly with regard to drafting, filing of papers, dates of hearing of the case, supplying copies of judgments etc.;

(vii) furnish to the concerned Railway, periodical statements and reports/ returns, which may be called for by the Railways/Ministry of Railways(Railway Board), from time to time;

(viii) render detailed account of the advance in the form of Out of Pocket Expenses to the Law Officer or any other authorised Officer of the Railway concerned in the matter;

(ix) perform such other duties of a legal nature which may be assigned to him by the Railways/Ministry of Railways(Railway Board) from time to time.

(x) shall conduct litigation in the Courts, Tribunals, Commissions of Inquiry, before the Arbitrators/Umpires with utmost sincerity, integrity and in the interest of the Railways.

VII RETAINER AND OTHER PERQUISITES:

1. Retainer fee payable to the Standing Counsel for Railways: The Standing Counsel for the Railway will be paid a monthly retainer of Rs.2,250/-(Rupees Two thousand two hundred fifty only) which will include the charges for staff, Office Rent, Postage and all other Establishment Charges. The Railway Advocate/Counsel will not be entitled to any retainer and other perquisites mentioned herein. At places, where the counsel has been nominated as Standing Counsel for more than one Railway/Production Unit/Railway Establishment, the Counsel would be entitled for one Retainership Fee. The retainership fee will be borne by the Zonal Railway as notified by the Ministry of Railways (Railway Board).

2. Perquisites: The Railway Standing Counsel will be allowed the facilities of telephone and furniture in the office allotted for the use of the Railway Standing Counsel in High Court premises for conducting the cases on behalf of the Railways. However, such a facility will be available to him subject to the availability of the premises and the requirement of the Railways.

VIII. FEE PAYABLE TO THE COUNSEL:

The fees payable to the Counsel would be as follows:-

(i)	Civil or Criminal Writ Petition under Articles226 and 227 of the Constitution, or Special Appeals from orders made in such petitions.	Rs.2,250/- per case.

	If in a case hearing on a Writ Petition goes on for more than 3 days.	Rs 375/- per day for every additional day (not exceeding three in number) may be paid by way of Refresher fee.
(ii)	Petition under Articles 132 or 133 of the Constitution in Civil or Criminal cases.	Rs.900/- per case per day subject to a maximum of Rs.1800/- for the Case.
(iii)	Original Suits which the Court	Regulation fees or the fee Decrees whichever is higher.
(iv)	Civil Appeals from decrees in Original Suits or fee fixed And proceedings except under Articles 226 higher. and 227 of the Constitution Second Appeals, LPA other than those mentioned in item (i) Above and Land Acquisition appeals to the High Court.	For each case regulation fee by the Court whichever is
(v)	Civil or Criminal Revision Petitions	Rs.1,050/- per petition.
(vi)	Civil Miscellaneous Applications or Petitions under the Indian Succession Act, Contempt of Court Proceedings and other proceedings of an original nature not specifically provided otherwise	Rs.750/- per case.
(vii)	References to the High Court under Sales Tax Act and Banking Company Petitions.	Rs.1,050/- per case or the amount fixed by the High Court whichever is higher.
(viii)	Company Petitions	To be regulated by the rule contained in Appendix III of the Company's (Court) Rules, 1959.
(ix)	Examination of title deeds	2 & ½% of the amount in the transaction such as sale mortgage etc. subject to a minimum of Rs. 120/- and a maximum of Rs. 1200/-.

(x)	Civil Miscellaneous petitions Forma Pauperis, Transfer Petitions and other Civil Miscellaneous Petitions/Applications not otherwise provided for	Rs.300/- per petition.
(xi)	Written opinion other than referred in VI(iv)	Rs.450/-
(xii)	For drafting pleadings, written statement in suits and counter affidavits/returns/ answers to the written petitions, grounds of appeal and applications for leave to appeal to the Supreme Court.	Rs.750/- per pleading.

(Explanation: If substantially identical affidavits/written statement grounds of appeal applications are drafted in connected cases, only one drafting fee will be payable to the main case and no separate drafting fee will be payable in connected cases).

(xiii)	"Appeals arising under Section 54 of the Foreign Exchange Regulation Act,1998"	Rs 1800/- per Appeal

(xiv) For conducting the arbitration cases of the Railway before the Arbitrators/ Umpires at their headquarters, the Counsel will be entitled to a fee of Rs 240/- for the first hour and Rs 120/- per half hour of hearing, thereafter provided, however, that no fee will be payable where a case is adjourned for reasons personal to him or after advance notice to him.

2. When the Counsel does not argue the case himself but only assists the Law Officer, Advocate General of the State Government or other Special/Senior Counsel, he will be entitled to the same fee as are payable to him deeming that he has appeared and argued the case himself.

3. Fees for appearance in the case in Subordinate Court at the Headquarters will be paid Rs.750/- for the first day and Rs.450/- for each subsequent day.

IX OUT OF HEADQUARTERS:

When the Counsel is required to go out of headquarters in connection with Railway litigation e.g. for conference with a Senior Counsel, appearance in a Court outside the headquarters, he will be entitled to a Daily Fee of Rs.1,200/- per day for the days of his absence from the headquarters including the days of departure from, intervening holidays and arrival back at the headquarters, but no fee will be paid for the day of departure if he leaves the headquarters after court hours and for the day of arrival if he arrives at the headquarters before the court hours.

2. Travel/Hotel Expenses: In addition to the daily fee, the Counsel will also be entitled to travel expenses for travel by Air (Economy Class) or by first class/II AC by Train, as may

be decided by the General Manager of the concerned Zonal Railway, Production Unit/Railway establishment. Road Mileage for the journey from his headquarters to the Airport/ Railway Station and vice-versa and from Airport/Railway Station to the place of his stay out of headquarters and vice-versa at the rates admissible to Gr.I/ Class -I officers of the Railways. He will also be paid a lumpsum amount of Rs.300/- as Conveyance Charges for performing local journey while outside the headquarters. He will be entitled for stay in Railway Guest Houses/accommodation to be provided by Railways and where such accommodations is not made available, the counsel will be entitled to reasonable actual expenses for stay in the hotel subject to maximum of Rs. 600/- per day.

X CLERKAGE:

In addition to fees mentioned above, the Counsel will be entitled to 10% of fees subject to a maximum of Rs.1,800/- in a case or batch of cases by way of Clerkage.

XI. OUT OF POCKET EXPENSES:

The amount required for Court Fees at the time of filing a case and other miscellaneous expenses not exceeding Rs.300/- per case should be obtained by the Counsel in advance from the concerned Railway to meet other out of pocket expenses. An account of the expenses incurred should be rendered to that office while presenting the final fee bill.

XII. RIGHT TO PRIVATE PRACTICE AND RESTRICTIONS:

1. A counsel will have the right to private practice, which should not, however, interfere with the efficient discharge of his duties as a counsel for the Railways.

2. A Counsel shall not advise any party in or accept any case against the Railways.

3. If the Counsel happens to be a partner of a Firm of Lawyers or Solicitors it will be incumbent on the firm not to take up any case against the Railways in High Court or any case arising in other Courts out of those cases e.g. appeals and revisions in the High Court or the Supreme Court.

XIII GENERAL

The various terms used in this Scheme will have the following meaning:-

(a) Effective Hearing: A hearing in which either one or both of the parties involved in a case are heard by the Court. If the case is mentioned and adjourned or only directions are given or only judgment is delivered by the Court, it would not constitute an effective hearing but will be termed as non-effective hearing.

(b) Uncontested Cases: All the suits and appeals are deemed to be uncontested, if these are withdrawn by the plaintiff/appellant or are dismissed in limine or are otherwise decided by the Court ex-parte before the final hearing. No writ petition/revision/revision-petition/second appeal (including any interlocutory application connected therewith) will be considered as 'uncontested' if it is decided by the Court on preliminary legal objections or is withdrawn by the petitioner/appellant

at or during any stage of the final hearing in the presence of the Railway or is withdrawn by the Railways at the time of its admission.

(c) Substantial Work: When the case has been admitted by the Court after hearing on preliminary objections or filing of the affidavits/counter-affidavits etc. by the Counsel, 'substantial' work will be deemed to have been done.

(d) Identical Cases: Two or more cases in which substantial identical questions of law or facts are involved etc. and where the main difference is in the names, addresses of the parties concerned, amount of money involved etc. where the common or identical judgments are delivered irrespective of the fact whether all the cases are heard together or not.

2. In all cases, effective appearance is necessary for the Counsel to claim fee.

3. No fee will be payable in cases where no legal work is required to be done e.g. cases in which the interests of the Railways are to be watched pending the instructions; cases regarding transmission of record to the Supreme Court, inspection of the Court Record for ascertaining the position of the case or other information needed.

4. No fee will be admissible for preparation but the Railway may consider payment of a separate fee for preparation in special cases involving arduous work.

5. If the Counsel appears at the instance of the Railways for parties other than the Railways, whose case is not inconsistent with that of Railways, he will be entitled to only one set of fee.

6. Appeals, revision or petitions arising from one Common Judgment or order will be together considered as One Case, if they are heard together.

7. When cases argued before a Single Judge are referred to a Division Bench or to a Full Bench separate fee at the prescribed rates will be paid for appearance before each Bench.

8. In 'Uncontested Cases', the fee shall be One-third of the Fees otherwise payable but if such a case is later on restored and decided in contest, the remaining Two-Thirds of the fee will be payable. A case shall be regarded as contested when a decision is given after hearing arguments on both sides.

9. No fee will be payable to the Counsel if an advance notice about the adjournment has been issued or the adjournment of the case has been made at his request due to reasons personal to him.

10. Where two or more cases (but not more than 10 cases) involving substantially identical questions of law or facts, any one of such cases will be treated as a main case and the others as connected cases and the fee in such cases will be regulated as under irrespective of the fact whether all the cases are heard together or not.

(a) when the Counsel files separate and materially different affidavits, applications or grounds of appeal etc. in more than one case but the argument is heard in the main case and the other cases are decided accordingly, the

Counsel shall be paid the Full Fee in the Main Case and Rs.150/- in each of the connected cases.

(b) when the Main Case has been contested as in (a) above, but in the connected cases either affidavit or grounds of an appeal or petition similar to the one in the main case or nothing at all has been drafted by the Counsel he shall be paid the Full Fee in the Main Case and Rs.75/- only in each of the connected cases.

(c) when substantially different affidavits are drafted in each of the connected cases but all the cases are disposed of without contest, the Counsel shall get 1/3rd fees in the main case and Rs.150/- in each of the connected cases.

(d) when the Counsel has drafted the Affidavit, Petition or Grounds of Appeal in the main case and has not drafted them in the connected cases or the drafts in the connected cases are substantially similar to the one in the main case and the cases are disposed of without contest, the Counsel shall get 1/3rd fee in the Main Case and Rs.75/- in each of the connected cases.

11. The fee to the Counsel will be paid by the concerned Zonal Railway, Production Unit or Railway Establishment on presentation of a stamped receipt and on submission of a copy of the document drafted, if it is a drafting fee, and submission of minutes or gist of proceedings, or a copy of Order/Judgment where it is necessary in case the claim is for Appearance Fee. The Counsel shall submit his fee bills to the Law Officer or other officer authorised in this behalf of the concerned Zonal Railway or Production Unit or Railway Establishment within three months from the date on which the fee has accrued.

12. The fee will be payable in Two Stages: Firstly, 1/3rd fee after substantial action has been taken i.e. first stage and secondly the remaining 2/3rd fee after the case has been decided i.e. Second Stage.

Provided, however, where during the pendency of a proceeding, a Counsel is changed for some reason or the other, a fee commensurate to the work done by the outgoing Counsel, not exceeding 1/3rd of the total fee admissible for the case, may be paid. In such an event the balance of fee payable in the case will be paid to new Counsel after completion of the case. As regards, admissibility and quantum of fee in such cases, the decision of the Law Officer or other authorised officer of the concerned Zonal Railway/Production Unit or Railway Establishment shall be final.

13. In the event of any doubt or difference regarding the fees, the fees determined by the Legal Adviser, Ministry of Railways (Railway Board) shall be final and binding. He may, by an order in writing, relax any of the provisions contained in the Scheme.

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SENIOR COUNSEL
VARIOUS HIGH COURTS
GOVERNMENT OF INDIA

MINISTRY OF RAILWAYS
(RAILWAY BOARD)

Revised Scheme containing terms and conditions for the engagement of Senior Railway Advocates/Counsels on behalf of the Railways in respect of Civil Litigation and such Criminal Cases as may be entrusted to them in various High Courts (except High Courts of Delhi, Mumbai, Calcutta and Madras) effective from 1st October, 1999.

I. SCOPE OF THE SCHEME:

1. The Scheme will be operative in respect of all the Civil Litigation Cases and such Criminal Cases on behalf of the Railways as may be entrusted to the Counsel in various High Courts (except High Courts of Delhi, Mumbai, Calcutta and Madras).

2. Incharge of Litigation Cases: The Law Officer of the Zonal Railway, Production Unit or other Railway Establishment under the Administrative Control of the Ministry of Railways or any other Officer authorised in this regard will be incharge of the entire litigation work of the Railways before various High Courts.

3. Allocation of cases to the Counsel: Allocation of cases to the Counsel will be made by the Law Officer of the Zonal Railway or any other officer authorised in this regard.

II. DEFINITIONS:

1. For the purpose of this Scheme, the expressions;

(a) 'Counsel' will mean and include the Sr.Railway Advocate/Counsel;

(b) 'Railways' means and includes all the Zonal Railways, Production Units and other Railway Establishments under the administrative control of the Ministry of Railways (Railway Board).

(c) "Law Officer" means and includes Sr. Law Officer or Law Officer regularly appointed by the Railways or any other office specifically authorised to act as such.

III. PANEL OF COUNSEL:

Panel of Sr. Railway Advocates/Counsel: There will be a panel of Senior Railway Counsel to conduct the litigation cases on behalf of the Railways before various High Courts. The strength of the Counsel appointed/empanelled may be determined by the Ministry of Railways (Railway Board) from time to time.

IV. TERM OF ENGAGEMENT/EMPANELMENT

1. Initial/further Engagement/Empanelment: The term of Engagement/ Empanelment of the Counsel would be for a period of three years or until further orders whichever is earlier. The term may be extended for a further period at the discretion of Ministry of Railways (Railway Board)

2. Termination of Engagement: The engagement of the Counsel would be terminable at any time without assigning any reason with the prior approval of Legal Adviser, Ministry of Railways (Railway Board).

V. HEADQUARTERS OF THE COUNSEL:

1. Headquarters at the place of the usual sitting of High Court or its Bench: The Counsel may locate his headquarters during the period of his engagement as such, at the place of the usual sitting of High Court or its Bench as the case may be.

VI. DUTIES:

1. The Counsel shall:

(i) appear in concerned High Court in the cases marked to him by the Law Officer or any other officer authorised in this regard.

(ii) if so required, appear in the District and Subordinate Courts, Tribunals, Commissions of Inquiry, before the Arbitrators/ Umpires etc. at the headquarters/outside the headquarters;

(iii) when any case attended to by him is decided against the Railways and/or its Officers, give his opinion regarding the advisability of filing an appeal from such a decision;

(iv) render all assistance to the Attorney General for India/Solicitor General/Additional Solicitor General of India, Advocate general of the State Government, Special or Senior Counsel, if required to do so, who may be engaged in a particular case before the High Court, Tribunal, Commission of Inquiry, before the Arbitrators/ Umpires etc;

(v) keep the concerned Railway/Deptt informed of the important developments in the case from time to time, particularly with regard to drafting, filing of papers, dates of hearing of the case, supplying copies of judgments etc;

(vi) furnish to the concerned Railway periodical statements and reports/returns, which may be called for by the Railways/Ministry of Railways (Railway Board) from time to time;

(vii) render detailed account of the advance in the form of out of pocket expenses to the Law Officer or other authorised officer of the Zonal Railway concerned in the matter;

(viii) perform such other duties of a legal nature which may be assigned to him by the Railways/Ministry of Railways (Railway Board) from time to time.

(ix) shall conduct litigation in the Courts, Tribunals, Commissions of Inquiry, before the Arbitrators/Umpires with the utmost sincerity, integrity and in the interest of the Railways.

VII RETAINER AND OTHER PERQUISITES:

The Counsel will not be entitled to the payment of a monthly retainer or to any other perquisites.

VIII. FEE PAYABLE TO THE COUNSEL:

1. The fees payable to the Counsel in the Chennai High Court would be as follows:

(i)	Suits, Writ Petitions and Appeals, including Oral Applications for leave to appeal to Supreme Court in Writ Petitions.	: Rs.3000/- per case per day of effective hearing. In case of non-effective hearing, Rs.500/- per day subject to a maximum of five hearings.
(ii)	Applications for leave to appeal to the Supreme Court other than in Writ Petitions.	: Rs.1100/- per case.
(iii)	Settling Pleadings	: Rs.900/- per case.
(iv)	Miscellaneous Applications	: Rs.900/- per case.
(v)	Conference	: Rs.300/- per conference subject to:
	(a) for settling pleadings	: One Conference.
	(b) in respect of hearing of Writ Matters, Suits, Appeals and Supreme Court Leave Applications etc.	: Three (maximum)

IX. CLERKAGE:

The Counsel will not be entitled to the payment of Clerkage on the fees payable to him.

X OUT OF HEADQUARTERS:

1. If the Counsel is required to go out of headquarters in connection with Railway litigation e.g. for conference with Attorney General, Solicitor General or Additional Solicitor General of India, Advocate General of the State Govt. or with a Sr. Counsel, appearance in a Court outside the headquarters, he will be entitled to a Daily Fee to be decided by the concerned Zonal Railway on

the basis of per day of appearance for the days of his absence from the headquarters including the days of departure from, intervening holidays and arrival back at the headquarters, but no fee will be paid for the day of departure if he leaves the headquarters after Court hours or for the day of arrival if he arrives at the headquarters before the court hours.

2. Travel/Hotel expenses:

In addition to the daily fee, the Counsel will also be entitled to travel expenses for travel by Air (Economy class) First Class/IIAC by Train as may be decided by the General Manager of the concerned Zonal Railway, Production Unit/Railway Establishment. Road Mileage for the journey from his headquarters to the Airport/Railway Station and vice-versa and from the Airport/Railway Station to the place of his stay out of headquarters and vice-versa at the rates admissible to Grade I/Class I Officers of the Railways. He will also be paid a lumpsum amount of Rs.300/- as Conveyance Charges for performing local journeys while outside the headquarters. He will also be entitled to stay in Railway Guest Houses/accommodation to be provided by Railways and where such accommodations is not made available the counsel will be entitled to reasonable actual expenses for stay in the hotel, subject to a maximum of Rs.600/- per day.

XI. OUT OF POCKET EXPENSES:

The amount required for Court Fees at the time of filing a case and other miscellaneous expenses should be obtained by the counsel in advance from the concerned Railway. An account of the expenses incurred should be rendered to that office while presenting the final fee bill.

XII. RIGHT TO PRIVATE PRACTICE AND RESTRICTIONS:

1. A Counsel will have the right to private practice, which should not, however, interfere with the efficient discharge of his duties as a Counsel for the Railways.

2. A Counsel shall not advise any party in or accept any case against the Railways

3. If the Counsel happens to be a partner of a Firm of Lawyers or Solicitors it will be incumbent on the firm not to take up any case against the Railways in various High Courts or any case arising in other Courts out of those cases e.g. appeals and revisions in the High Court or the Supreme Court.

XIII. GENERAL:

The various terms used in the Scheme will have the following meaning:-

(a) Effective Hearing: A hearing in which either one or both the parties involved in a case are heard by the Court. If the case is mentioned and adjourned or only directions are given or only judgment is delivered by the Court, it would not constitute an effective hearing but will be termed as non-effective hearing.

(b) Uncontested Cases: All suits and appeals are deemed to be 'Uncontested', if these are withdrawn by the plaintiff/appellant or are dismissed in limine or are otherwise decided by the court ex-parte before the final hearing. No writ petition/revision petition/second appeal (including any interlocutory application connected therewith) will be considered as 'uncontested' if it is decided by the court on preliminary legal objections or is withdrawn by the petitioner/appellant at or during any stage of the final hearing in the presence of the Railways or is withdrawn by the Railways at the time of its admission.

(c) Identical Cases: Two or more cases in which substantial identical question of law or facts are involved and where the main difference is in the names, addresses of the parties concerned, amount of money involved etc. where the common or identical judgments are delivered irrespective of the fact whether all the cases are heard together or not.

2. In all cases, effective appearance is necessary for the Counsel to claim fee.

3. No fee will be payable in cases where no legal work is required to be done e.g. cases in which the interests of the Railways are to be watched pending the instructions; cases regarding transmission of record to the Supreme Court, inspection of the Court Record for ascertaining the position of the case or either information needed.

4. No fee will be admissible for preparation but the Railway may consider payment of a separate fee for preparation in special cases involving arduous work.

5. If the Counsel appears at the instance of the Railways for parties other than the Railways, whose case is not inconsistent with that of the Railways, he will be entitled to only one set of fee.

6. Appeals, revision or petitions arising from one Common Judgment or Order will be together considered as one case, if they are heard together.

7. When cases argued before a Single Judge are referred to a Division Bench or to a Full Bench separate fee at the prescribed rates will be paid for appearance before each Bench.

8. In 'Uncontested Cases', the fee shall be one-third of the fees otherwise payable but if such a case is later on restored and decided in contest, the remaining two-thirds of the fee will be payable. A case shall be regarded as contested when a decision is given after hearing arguments on both sides.

9. No fee will be payable to the Counsel if an advance notice about the adjournment has been issued or the adjournment of the cases has been made at his request due to reasons personal to him.

10 Where two or more cases (but not more than 10 cases) involving substantially identical questions of law or facts, any one of such cases will be treated as a main case and the others as connected cases and the fee in such cases will be regulated as under irrespective of the fact whether all the cases are heard together or not: -

(a) when the Counsel files separate and materially different affidavits, applications or grounds of appeal etc. in more than one case but the argument is heard in the main case and the other cases are decided accordingly, the Counsel shall be paid the full fee in the Main Case and Rs. 90/- in each of the connected cases, but subject to a maximum of 10 cases only.

11. The fee to the Counsel will be paid by the concerned Zonal Railway, Production Unit or Railway Establishment on presentation of a stamped receipt and on submission of a copy of the document drafted, if it is a drafting fee, and submission of minutes or gist of proceedings, or a copy of Order/Judgment where it is necessary in case the claim is for Appearance Fee. The Counsel shall submit his fee bills to the Law Officer or other officer authorised in this behalf of the concerned Zonal Railway or Production Unit or Railway Establishment within three months from the date on which the fee has accrued.

12. As regards admissibility and quantum of fee in such cases, the decision of the Law Officer or other authorised officer of the concerned Zonal Railway/Production Unit or Establishment shall be final.

13. In the event of any doubt or difference regarding the fees, the fees determined by the Legal Adviser, Ministry of Railways shall be final and binding. He may, by an order in writing, relax any of the provisions contained in the scheme.

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