# General Conditions

1. **Eligibility**
   1. Applicants with annual income of up to Rs. 60, 000/- per month or Rs. 7, 20, 000/- per annum will be eligible to avail legal assistance from the Society.
   2. The services of the Society are limited to matters pertaining to High Court of Delhi.
   3. Applicant will be required to submit proof of income to the Society to claim eligibility. Society may accept the following documents as income proof;
      1. Income Tax Return of the preceding assessment year;
      2. Salary Certificate from the employer, in the prescribed form;
   4. Applicants falling under the above income rule who have not filed IT returns, despite being liable to do so as per law, will not be eligible to seek legal assistance from the Society.
   5. Decision by the Society regarding eligibility of an applicant shall be final. Society shall take a decision based on documents provided by the applicant and may seek further proof from the applicant to the satisfaction of the Society.
   6. Furnishing of false information/documents regarding income shall make an applicant ineligible for availing services of the Society.

# Hiring of Advocates by Clients

* 1. Applicant found eligible by the Society shall identify three advocates of their choice from the advocates of the Society as their preferred choice. The Society will forward the Applicant’s choice to the most preferred advocate, who would promptly inform the Society if it was willing to take up the matter. If the brief is accepted by the preferred advocate the Society shall inform the Applicant of the decision, to complete the formalities for assigning the brief to the said advocate. In the event, none of the preferred advocates can take up the matter, the Society shall provide the Applicant alternate choices from the panel.
  2. Applicant shall be liable to pay the prescribed charges/fee to Society as per its rules.
  3. In the event of an applicant desiring to change the services of the assigned advocate appointed in terms of Cl. 2.1 above, it may make a written request to the Society indicating the reasons for the same along with a request to replace the said advocate with another advocate. A replacement shall be provided by following the same procedure as set out in Clause 2.1 above, provided however the fee, or any part thereof, already paid by the applicant to the replaced advocate and the service charge paid to the Society, shall not be refunded. Applicant shall be bound to pay remaining instalments of fee to the newly appointed advocate.
  4. Applicant may discontinue the services of advocate and shall intimate the Society of the same provided however, in such event the fee, or any part thereof, already paid by the applicant to the replaced advocate and the service charge paid to the Society, shall not be refunded.
  5. Applicant shall deposit the fee payable to the advocate with the Society and the Society shall disburse the same to the assigned advocate as per its rules.
  6. Applicant shall not offer the assigned advocate any additional fee, charges or remuneration of any kind in addition to the fee and charges prescribed by the Society.
  7. Unreasonable, illegal or unethical conduct of Applicant towards the assigned advocate, the other parties to the litigation, or the court, shall lead to discontinuation of the services provided by the assigned advocate. In that eventuality, upon such conduct being brought to the notice of the Society, the Society may terminate the engagement with the applicant, without any obligation to refund the fee to the applicant.

# Disclaimer

* 1. Applicant acknowledges and accepts that the Society or any of its office bearers are not responsible in any manner for the services provided by the assigned advocates. While Society has taken utmost care to empanel advocates according to their domain specialisation however, the advocates are personally responsible to their clients in relation to the services provided by them. Society does not provide any services to the applicants and the charges paid by the applicant to the Society are not towards any fee or service charges but are paid towards administrative expenses of the Society.
  2. Services provided by the empaneled advocates are subject to the standards prescribed under the Advocates Act 1960. Services provided shall be in accordance with normal professional standards usually expected from an advocate. No additional representations and/or promises are being made by the Society about the nature and quality of services of the empaneled advocates. Society does not provide any legal advice or assistance to the empaneled advocates regarding the matters assigned to them.

# Empanelment Terms

* 1. Advocates shall provide their services with utmost diligence to the best of their professional abilities.
  2. Advocates shall provide their services at such fee and charges that is prescribed by the Society and they shall not charge any additional fee, charges or remuneration of any kind from the clients over and above the fee and charges prescribed by the Society.
  3. Advocates shall not demand the fee payable to them directly from the litigant. The fee shall be deposited by the client in the Society’s bank account from where the Society shall disburse the same to the empaneled advocate as per rules.
  4. Empanelment Advocates are empaneled for a term of three years, or such other term as may be stipulated by the Society, from the date of their empanelment.
  5. In the event a matter assigned to an empaneled advocate is not disposed of during the term of empanelment, the Society may require the empaneled advocate to continue to provide its services in the matter beyond the term, if so desired by the client, on the same fee terms as were prevalent at the time of engagement.
  6. In the event a matter is assigned to an empaneled advocate which was already assigned to another empaneled advocate, the freshly appointed advocate shall be paid only the remaining fee payable by the client in the matter, as per the rules of the Society.
  7. Empaneled advocates shall file updates of the cases assigned to them by the Society, from time to time.
  8. Upon discontinuance of their engagement, or upon conclusion of the matter, the empaneled advocate shall promptly return the case file and record to the client even if any part of the fee payable is outstanding.
  9. Society does not assure any empaneled advocate a firm commitment to assign matters. The assignment of matters shall be based on the choice of advocate exercised by the client.
  10. Empaneled advocates shall not take up empanelment with any other legal aid service during the term of empanelment with the Society. In case empaneled advocate is desirous of being empaneled with any other legal aid service it shall withdraw from the empanelment of the Society.
  11. Empanelment of advocates to a particular category subject panel does not preclude the Society from assigning matters of a different category if the client is desirous of hiring the services of such advocate for a non- empaneled category.
  12. Society may de-empanel any empaneled advocate for not abiding by the rules of the Society, laid down from time to time. An empaneled Advocate may be de-empaneled by the Society for any professional misconduct or unsatisfactory services provided to a client. Society shall be free to act on a written complaint by a client or on its own accord against an empaneled advocate. Any decision taken by the Society shall be final and binding on the empaneled advocate.