

Telecom Disputes Settlement and Appellate Tribunal
New Delhi

No.3/4/2013-Admn./TDSAT/17

Dated the 1st April, 2022.

Circular

Applications are invited from the Indian citizens who fulfil the following requisite qualifications and other eligibility criteria for engagement of four (04) **Law Researchers** in the **Telecom Disputes Settlement and Appellate Tribunal** at a consolidated monthly remuneration of Rs. 50,000/- on temporary basis for a fixed term of one year from the date of joining their assignment.

The application in the attached performa Annexure-I must be sent to the undersigned in sealed envelop with clearly written on top of it "Application for selection to the post of LAW RESEARCHER" by registered post to **Room no. 478, Hotel Samrat, Kautilya Marg, Chanakyapuri, New Delhi 110021**. Last date for submission of the application forms is 11th April, 2022.

1. **Eligibility Conditions:**

- (i) The candidate should be a graduate in law from a duly recognized law school/college/university/institute established by law in India and eligible for enrolment as an Advocate with the Bar Council of India.
- (ii) Final year students pursuing three/ five year degree in law will also be eligible to apply subject to furnishing proof of acquiring the law qualification at the time of interview/ before taking up the engagement as LR.
- (iii) The candidate must have a good working knowledge of computers.
- (iv) The candidate must possess the knowledge of desired subject and the acumen of retrieving informations and research materials from various Websites/ search engines / applications / processors such as SCC OnLine , Manupatra etc.

4. **Age and Nationality:**

- (i) The candidate should not be above 35 years as on the date of making application for LR. This requirement may, in appropriate cases, be relaxed by the Hon'ble Chairperson subject to Government Rules.
- (ii) The candidate must be a citizen of India.

5. **Disqualifications:**

- (i) A candidate must not be engaged, or appointed either in full-time or part-time elsewhere on honorarium/ payment basis.
- (ii) A candidate should not have been involved in any criminal case, whether pending or convicted, for an offence involving moral turpitude.
- (iii) A candidate must not be facing any disciplinary proceeding before the Bar Council of India and/or the Bar Council of the State concerned or any other authority.

6. **Terms and Nature of Engagement:**

- (i) LRs shall be engaged on purely short term contractual basis as determined by the Hon'ble Chairperson or the Hon'ble Member concerned. Their term shall be co-terminus with retirement/ cessation of office of the Hon'ble Chairperson or the Member as the case may be or extendable upto four years whichever is earlier. However, in case of retirement of the Hon'ble Chairperson or the Member, the empanelled LR may be engaged by another Hon'ble Chairperson or the Member. In exceptional circumstances, the term may be extended beyond the period of four years subject to performance of LR being found to the satisfaction of the Hon'ble Chairperson or the Member with whom the LR is attached.
- (ii) The contractual engagement shall not confer upon the LR any right/ claim for regular appointment or continuance in service beyond the actual period of engagement.
- (iii) The LR may be prematurely discharged without any notice.
- (iv) An LR intending to prematurely leave the engagement shall be required to give at least one month prior notice in writing.
- (v) If the performance of any LR is not found satisfactory by the Hon'ble Chairperson or the Member, the engagement shall be terminated forthwith without assigning any reason.

7. **Remuneration:**

An LR shall be paid a fixed monthly honorarium of Rs.50,000/- or such honorarium as may be revised from time to time. The LR shall not be entitled to any other allowance or perks. The person shall not be entitled for any D.A./ H.R.A./ Residential accommodation or any other allowance.

8. **Attendance and Leave:**

- (i) The LR shall be granted such leave of absence as may be approved by the Hon'ble Chairperson or the Member with whom the LR is attached, subject to a maximum of fraction of 12 days of paid leave per year, vis-à-vis the period of engagement. The LR should apply for and obtain leave in advance from the Hon'ble Chairperson or the Member before proceeding on leave. In case of emergency, the LR will immediately convey to the Private Secretary to the Hon'ble Chairperson or the Member concerned of the LR's inability to attend office.
- (ii) No stipend shall be paid for unauthorized absence, as also for days of leave exceeding permissible leave.
- (iii) The LR shall not proceed on leave without seeking prior permission from the Hon'ble Chairperson or the Member concerned.
- (iv) The Private Secretary to the Hon'ble Judge shall maintain a record of attendance and will accordingly intimate the Establishment and the Accounts Branches on last working day of each calendar month.
- (v) During their engagement they shall follow normal duty hours of TDSAT and may be required to attend the residential office of the Hon'ble Chairperson or the Member as and when required for which no claim for additional payment or allowances shall be maintainable.

9.

Experience Certificate:

- (i) The LR will be issued an experience certificate as prescribed in Schedule-I on completion of a minimum period of six months' of engagement, subject to the approval of the Hon'ble Chairperson or the Member with whom the LR has worked.
- (ii) If the engagement is terminated before completion of original terms due to premature discharge by the TDSAT or due to the LR voluntarily giving up the engagement, no such certificate shall be given unless the Hon'ble Chairperson or the Member with whom the LR was attached directs otherwise.

10.

Conduct during and after term of engagement:

- (i) The LR shall maintain absolute devotion to duty and a high standard of morals during the term of engagement. The LR shall maintain the highest standard of integrity commensurate with the responsibilities entrusted to the LR. The LR shall maintain utmost secrecy in respect of matters which come to the LR's notice by virtue of the assignment, and shall ensure that no information, document or any other thing is disclosed, parted or disseminated with others, in any manner. The LR will not disclose any fact which comes to the LR's knowledge on account of such official attachment, even after completion of term of engagement, unless such disclosure is legally required in discharge of lawful duties.
- (ii) The LR will not accept any other assignment during the term of engagement as LR. The LR shall not practise as an Advocate in any Court of Law or Tribunal or any other authority during the course of the engagement as LR.
- (iii) The person appointed as LR shall not be entitled to practice before the TDSAT for a period of six months after completion of their engagement. The LR shall not appear before the Hon'ble Chairperson or the Member to whom the LR has been attached for a minimum period of one year after the completion of engagement.
- (iv) An LR, for a period of three years after the completion of the engagement, will not appear in a case handled by the Hon'ble Chairperson or the Member to whom the LR has been attached, regardless of whether the LR worked on that case or not during the period that the LR worked with the Hon'ble Chairperson or the Member.
- (v) LRs will follow the dress code as provided under Chapter IV of Part VI of the Bar Council of India Rules.

11.

Access available to a LR:

During the engagement, an LR will have access to the court room, and, at the discretion of the Hon'ble Chairperson or the Member concerned, if necessary, the chamber of the Chairperson or the Member, Library and the Residential Office of the Hon'ble Chairperson or the Member.

12.

Process and Method of Selection:

- (i) The applications so made, may be called by the Hon'ble Chairperson or the Member who may be looking to engage an LR, and examined. The Hon'ble Chairperson or the Member concerned may, or may not, consider it necessary to call any of the applicants for interview

or personal interaction, in his discretion. The LRs will be finally selected by the Hon'ble Chairperson or the Member to whom the LR expects to be attached.

- (ii) Law Schools may recommend their alumni residing in Delhi for being considered for appointment as an LR.

13. **Duties and Responsibilities:**

(i). The LR shall function as research associate attached to the Honourable Chairperson or Members of TDSAT for the purpose of identification, selection, collection and combination of case laws, citation and judicial pronouncements relevant to specific proceedings.

(ii). The LR may be required to sit in the court room during hearing of matters by the tribunal and noting down the arguments, preparing synopsis of the matter listed before the honourable tribunal, assisting in preparation of draft judgements or order, if asked for. They shall also be responsible for development of storage and speedy retrieval of such material as per requirement of the Honourable Chairperson or the Member and bunching of similar matters

(iii). An LR will be expected to render assistance to the Hon'ble Chairperson or the Member not only in respect of judicial functions, but also in the administrative functions of the Hon'ble Chairperson or the Member, as may be assigned to the LR.

14. **Duty Hours:**

The LR may be required to attend the office/ residential office of the Hon'ble Judge to whom the LR is attached even on gazetted/local holidays. The duty hours shall be fixed by the Hon'ble Judge concerned.

15. **Undertaking:**

Before joining as an LR the selected candidate shall sign an undertaking as prescribed in Schedule.

16. **Residuary Clause:**

For anything not specifically covered by the above clauses, the decision taken by the Hon'ble Chairperson thereon will be final.

Schedule

UNDERTAKING

I....., do hereby undertake that I have read and understood the scheme and will abide by the provisions contained in it during the course of my engagement as Law Researcher and also after expiry of term of the said appointment.

Signature.....

Name.....


(SUJIT GANGOPADHYAY)
ADMINISTRATIVE OFFICER 07/04/2022

Telecom Disputes Settlement and Appellate Tribunal, New Delhi

(Application to the post of Law Researcher on contract basis)

1. Name of the applicant _____
2. Father's/Spouse' s Name _____
3. Date of Birth _____
4. Permanent Address _____
5. Correspondence Address _____
6. Phone/Mobile No. _____
7. E-mail address _____
8. If enrolled as an advocate, mention the Enrollment No. with year & Name of the Bar Council _____
9. Educational Qualifications:

Please affix a recent photo here

| Sl.No | Examination | College/University | Marks obtained(%) |
|-------|-------------|--------------------|-------------------|
| | | | |
| | | | |

10. Details of Experience (if any) :

| Sl.No. | Name & address of Employer | Post held | Period | | Job description in brief | Salary drawn |
|--------|----------------------------|-----------|--------|----|--------------------------|--------------|
| | | | From | To | | |
| | | | | | | |
| | | | | | | |

11. Do you have any experience in Govt/Semi-Govt./pSU etc. YES / NO

12. Certified that the information furnished above is true and correct to the best of my knowledge and belief. If at any stage, any information is found to be false or incorrect my application will be liable to rejected.

Date

Signature of Candidate

