## F.No. A-12024/1/2022-LC Government of India Ministry of Law & Justice Department of Legal Affairs Law Commission of India

2nd & 4th Floor, Lok Nayak Bhawan,

Khan Market, New Delhi-110003

Date: - 04.06.2025

### CIRCULAR

Empanelment for 12 Legal Consultants in the office of the Law Commission of India, Ministry of Law & Justice, Government of India, Lok Nayak Bhawan, 'B' Wing, 2<sup>nd</sup> and 4<sup>th</sup> Floor, Khan Market, New Delhi-110003.

The Law Commission of India invites application for empanelment of twelve (12) Legal Consultants on contract basis to assist the Commission in its broad based research and allied works. The Law Commission of India will avail the services of suitable candidates by engaging them on the basis of their research skills and project related expertise, if any, which is relevant to the terms of reference of the Law Commission of India (the Commission).

2. Interested and eligible candidates may submit applications in prescribed format (Annexure - I) within 15 days of publication of this advertisement. Applications with relevant enclosures should be scanned and sent only through email to <u>lci-dla@nic.in.</u> Only those applications will be considered that will be received via email and within prescribed time limit.

3. Though earlier an advertisement was issued on 15<sup>th</sup> April, 2025 for engagement of six (6) Legal Consultants, the need for engagement of more Legal Consultants in terms of reference of the Commission is felt and while engaging Legal Consultants, it is also considered desirable that appropriate provision for reservation be made. Therefore, in partial supersession of the circular dated 15<sup>th</sup> April, 2025, the Law Commission of India invites application for empanelment of twelve (12) Legal Consultants on contract basis.

4. In relation to applications made in response to the Advertisement dated 15<sup>th</sup> April, 2025, it is provided that those candidates shall also be included in this selection process of twelve (12) Legal Consultants, provided they submit fresh application in the prescribed format to present advertisement, as per Annexure I appended to this advertisement\*.

5. In this empanelment, the position of Legal Consultant shall be reserved in the following manner:

SC	ST	OBC	UR
02	01	03	06

\* The candidates, who have sent their applications pursuant to advertisement dated 15<sup>th</sup> April, 2025, are also required to send their application in revised proforma and they may send their application in the format appended to this advertisement **as a trailing mail to the email earlier sent** by them.

6. The Terms and conditions for engagement as Legal Consultant are given below.

# Terms and Conditions for engagement as Legal Consultant at

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# Law Commission of India

Sr. No.	Name of the Post	Legal Consultant	
1	Period of Consultancy	Initially for 01 (One Year) The contract can be extended further depending on satisfactory performance of the Legal Consultants. The contract may be terminated on one month's notice from either side or on payment of one month's Consultancy fee in lieu thereof. Unauthorized absence may lead to termination of the engagement.	
2	Nature of Duties	<ul><li>(a) Research and documentation work</li><li>(b) Any other responsibilities assigned by</li></ul>	
3	Job Location	Law Commission of India Lok Nayak Bhawan, Khan Market, New Delhi	
4	Qualification/ Essential Criteria	<ul> <li>The applicant,</li> <li>(a) should be an Indian national.</li> <li>(b) should possess LLB degree from any recognized University on the date of advertisement.</li> <li>(c) should have good research skills.</li> <li>(d) Should have good skills in English speaking and writing.</li> <li>(e) should have good knowledge in computers for preparing documents, PPT presentations, and usage of excel datasheets etc.</li> </ul>	
5	Age Limit	Applicant should not be more than 32 years of age as on 30.04.2025 and should produce a fitness certificate of good health approved by Recognized Medical Practitioner	
6	Desirable Criteria	Preference shall be given to the persons having LLM degree, research experience, published papers in Legal field	

7	Committee	(a) A Level Committeet will be it
7	Consultancy Fees &	(a) A Legal Consultant will be paid an
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	entitlements	Consultancy fee of Rs. 60,000/- per
	all of the second s	month (Fixed). The amount of
	2.	consultancy fee so fixed shall remain
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		engagement.
		(b) The engagement will be strictly
		contractual and will not confer any other
		benefits to the selected candidates.
		(c) The Legal consultant shall not be
		entitled to any benefit like Provident
		Fund, Pension, Gratuity, Medical
		Attendance Treatment, Seniority,
		Promotion etc. or any other benefit
		· · · · · · · · · · · · · · · · · · ·
		available to the regular
		employees of the Ministry.
		(d) No HRA shall be admissible.
		(e) Engagement of the Legal Consultants is
		on full time basis. Normal working hours
		will be from 0900 to 1730 hrs. Working
		hours is subject to change from time to
		time. Saturdays/Sundays will remain
		closed as weekend off. In exigencies,
		he/she may be required to work beyond
		office hour and no additional Consultancy
	14	fee for such work is not admissible. He/
·		She shall not accept other professional
		appointment, paid or otherwise
		undertake regular classes for any
		courses during the term of engagement
· · · ·		with Commission.
		(f) The appointee will be entitled to 08
		Casual Leaves and 02 Restricted Holidays
		for the contract period. Leave would not be
		allowed for more than 05 Days at a
		time. Discretion is reserved to the Head
		of Department to refuse or revoke leave
		in the public interest. Leave encashment
		will not be permissible on unspent leave.
		Unspent leave will lapse on the
		termination of contract or premature
		termination of consultancy. No other
		leave of any kind shall be admissible to
		him/her. In case he/she remains absent
		from duty beyond entitled leave, a
		proportionate deduction from the
		consultancy fee as applicable will be made.

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8	Process of Selection	<ul> <li>(g) The selected persons will be required to enter into a contract with the Law Commission of India in a prescribed format w.e.f. from the actual date of engagement as Consultant.</li> <li>The Selection shall be made on the basis of the recommendation of the selection</li> </ul>
		committee to be constituted by the Commission.
9	Prohibition of Sexual Exploitation and Abuse	<ul> <li>(a) During the performance of the Consultancy Contract, the Legal Consultants shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal)Act, 2013" and any amendment in the law made consequently read with any rules or regulations issued in this regard by Government of India.</li> <li>(b) Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of LCI to refer any alleged breach of the foregoing standards of conduct to the relevant Statutory authorities for appropriate legal action.</li> </ul>
10	Title Rights, Copyrights, Patents and Other Proprietary Rights	<ul> <li>(a) Title to any equipment and supplies that may be furnished by Law Commission of India to the Legal Consultant for the performance of any obligations under the Consultancy Contract shall rest with Law Commission of India, and any such equipment shall be returned to Law Commission of India at the conclusion of the Consultancy Contract or when no longer needed by such Legal Consultant . Such equipment, when returned to Law Commission of India, should be in the same condition in which it was delivered to the Legal Consultant , subject to normal wear</li> </ul>

and tear, and the Legal Consultant shall be liable to compensate Law Commission of India for any damage or degradation of the equipment that is beyond normal wear and tear.

- (b) Law Commission of India shall be entitled to all intellectual property and other proprietary rights, including, but not limited to,
  - (i) patents. copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Legal Consultant has developed for Law Commission of India under the Consultancy Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or course during the of. the performance of the Consultancy Contract, the and Legal Consultant acknowledges
  - (ii) and agrees that such products, documents and other materials constitute works made during the engagement for Law Commission of India.
  - (c) Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Legal Consultant under the Consultancy Contract or as result of such Consultancy Contract shall be the property of Law Commission of India that shall be made available for use or inspection by Law Commission of India at reasonable times and in reasonable places.

11	Confidential Nature of Documents and Information	<ul> <li>(d) Such material shall be treated as confidential and shall be delivered only to Law Commission of India's authorized officials on completion of work under the Consultancy Contract</li> <li>(a) The Legal Consultant shall be subject to the provisions of the Indian Officials Secrets Act, 1923.</li> <li>(b) The Legal Consultant shall not, except with the previous sanction of Law Commission of India or in the bona fide discharge of their duties, publish a book or a compilation of</li> </ul>
		<ul> <li>articles or participate in TV/ Radio</li> <li>broadcast/ Social Media or</li> <li>contribute an article or write a letter</li> <li>in any newspapers or periodical</li> <li>either in their own name or</li> <li>anonymously or pseudonymously in</li> <li>the name of any other person, if such</li> <li>book, article, broadcast or letter</li> <li>relates to subject matter assigned to</li> <li>them by Law Commission of India.</li> <li>(c) The Legal Consultant is prohibited</li> <li>from sharing any material that was</li> <li>created as part of the Consultancy or</li> <li>received during his/her engagement</li> <li>at the Commission from external</li> <li>agencies or from within Law</li> </ul>
		Commission of India. (d) In the event of premature termination or completing the Consultancy Contract, the Legal Consultant shall duly handover all related documents, communications, reports etc to the reporting officer, while, the obligations of the provisions of the Official Secret Act, 1923 shall remain effective for all Legal Consultants.
12	Use of Name, Emblem or Official Seal of The	The Legal Consultant shall not advertise or otherwise make public for purposes of commercial advantage that

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	Law Commission of	a contractual relationship exists with
	India	Law Commission of India, nor shall the
		Legal Consultant, in any manner
		whatsoever, use the name, emblem or
		official seal of Law Commission of
		India, or any abbreviation of the name
		of Law Commission of India, in
		connection with any business or
		otherwise without the written
		permission of Law Commission of
		India. The violation of this condition
		shall attract relevant penal provisions as
		well as termination of Contract.
13	Insurance	The Legal Consultant shall be solely
		responsible for taking out and for
		maintaining adequate insurance
		required to meet any of their obligations
		under the Consultancy Contract, as well
		as for arranging, at their own expense,
		such as life, health and other forms of
		insurance as the Legal Consultant as
		they may consider appropriate to cover
		the period during which they are
		engaged.
14	Travel, Medical	(a) Law Commission of India may require
	Clearance and Service	the Legal Consultant to submit a
	incurred Death, Injury	Statement of Good Health from
	or illness	registered physician prior to
	01 1111635	commencement of work in any offices
		or premises of Law Commission of
		India.
		(b) In the event of the death, injury or
		illness of any Legal Consultant which
		is attributable to the performance of
		engagement on behalf of Law
		Commission of India under the terms
		of the Consultancy Contract while the
		Legal Consultant is traveling at the
		expense of Law Commission of India
		or is performing any responsibilities
		under the Consultancy Contract in any
		offices or premises of Law
		Commission of India or Government
		of India, the Legal Consultant or the
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		Legal Consultant's dependents, as appropriate, shall not be entitled to any compensation
15	Force Majeure and other conditions	<ul> <li>(a) Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or invasion, not), revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of any Legal Consultant.</li> <li>(b) The Legal Consultants acknowledge and agree that, with respect to any obligations under the Consultancy Contract that they must perform in or for any areas in which Law Commission of India is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations. Any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Consultancy Contract.</li> </ul>
16	Termination	<ul> <li>(a) The Law Commission of India can terminate the Consultancy Contract at any time without prior notice and without providing any reason for it.</li> </ul>
		(b) However, in the normal course, Law Commission of India will provide one month's notice to the Individual Consultant. The Legal Consultant can also seek for termination of the Consultancy Contract upon giving one month's notice to the Law Commission of India.

17	Conflict of Interest	The Legal Consultant shall be expected to follow all the rules and regulations of the Government of India which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of any Legal Consultant are not found satisfactory or found in conflict with the interests of the Law Commission of India/Government of India, his/her engagement will be liable for discontinuation without assigning any reason.
18	Review of performance	The Legal Consultant will be subjected to review of their performance after every two months.

Jatin Kumar (Section Officer)

#### Annexure -1

The persons who fulfil the eligibility conditions after going through the details of scope of work and terms and conditions and other details may apply in the prescribed format as given below

### Format of Application

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- 1. Name
- 2. Father's /Husband's Name
- 3. Date of Birth
- 4. Age (as on 30.04.2025)
- Whether the candidate is member of Schedule Caste/ Schedule Tribe/ Other Backward Class (Non-creamy layer)
   Please specify :
- 6. Address of Correspondence
- 7. Permanent Address
- 8. Contact No. Mobile Email id
- 9. Educational qualification (In reverse order, starting from the latest):

Sr. No	Degree/Course	Date of Passing	Subjects	University	Percentage/CGPA

### 10. Experience

Sr. No.	Name of	Duties	Duration
	employer/organization	Performed	

11. List of relevant legal research and publications:

Place :

Signature:

Date :

Name:

\*\*Signed application may only be sent through online mode, i.e to email id : lci-dla@nic.in