

THE ROHINI DISTRICT COURTS LAWYERS' CHAMBERS
(ALLOTMENT AND OCCUPANCY) RULES, 2011
(AMENDED W.E.F. 23.09.2014)

Part- A (General Rules)

- 1) These Rules shall be called 'The Rohini District Courts Lawyer Chamber Allotment & Occupancy) Rules, 2011'.
- 2) It shall come into force with effect from 08.12.2011 as duly approved by the Hon'ble High Court of Delhi vide Communication No. 33007/DHC/Gen-II/BMCC (Rohini Courts) dated 08.12.2011.
- 3) These Rules shall be applicable to 498 chambers existing in 15 storeyed Lawyers chambers block constructed for use of lawyers for their office purpose in the Rohini District Court Complex, each having approximate area of 2.83 x 4.87 meter and shall deal with its allotment and occupancy procedure, license and other terms and conditions etc.
- 4) The chambers shall be the property of the Government of National Capital Territory of Delhi and completely under the supervision and control of *the senior of the two District & Sessions Judges at Rohini District Court Complex i.e. District & Sessions Judge (North-West) and District & Sessions Judge (North).*

Part-B (Allotment Committee)

- 5) The Allotment Committee shall comprise of the District & Sessions Judge (North-West), District & Sessions Judge (North), Administrative Civil

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Judge (North-West) and Administrative Civil Judge (North). The President and Honorary Secretary of the Rohini District Court Bar Association shall be its members. The senior of the two District & Sessions Judges i.e. District & Sessions Judge (North-West) and District & Sessions Judge (North) shall be the 'Chairman' of the Committee. [For the sake of clarification, reference to 'Chairman' in the entire body of the Rules herein-after shall be the Senior of the two District & Sessions Judges i.e. District & Sessions Judge (North-West) and District & Sessions Judge (North)].

- 6) The Chairman is also authorized to join any person or representative of any institution or agency in the Committee as and when considered necessary for specific purpose.
- 7) The decision of Allotment Committee shall be taken by way of general consensus or by common majority but in case of any difference of opinion, the decision of the Chairman shall be final.
- 8) If any question arises as to the interpretation of these Rules, the decision of the Chairman shall be final and binding and it shall not be called in question by any allottee or member of the Committee.
- 9) The Chairman may from time to time in consultation with the Allotment Committee make such amendments and additions to these Rules, as may be necessary and expedient, prospectively or retrospectively, as the case may be.

Part- C (Availability of chambers)

- 10) The initial allotment shall be in respect of existing chambers on double

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occupancy/twin sharing basis for non-reserved category as decided by the Allotment Committee. In future, the allotment of chambers in case of new construction or availability of the existing chambers for non-reserved category shall be in accordance with the seniority list of eligible advocates as per rules.

Part-D (Eligibility of advocates)

11) The advocates fulfilling all of the following conditions shall be eligible for consideration for allotment of chambers:-

- a) The advocate must be enrolled with the Bar Council of Delhi and must be a member of Rohini District Courts Bar Association (which came into existence with effect from 21-9-2006 after being formed under directions of Delhi High Court after holding elections under the supervision of Delhi Bar Council) on the date of submission of application for allotment of chamber.
- b) The advocate must be primarily practicing at the Rohini Court Complex and should be permanent resident of National Capital Territory of Delhi.
- c) The advocate should not have acquired, built or have been allotted in his own name a lawyers' chamber individually or jointly or sharing basis, in any court complex in Delhi including High Court and Supreme Court.

Provided that if the advocate has been allotted or is in possession of a Chamber in any other Court Complex, then he shall be eligible to allotment of a chamber in Rohini Courts subject to his/her surrendering the physical possession of the chamber to the concerned District Judge/Registrar or other

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competent authorized authority of District Court, High Court or Supreme Court as the case may be and on submitting a certificate from the President or the Secretary of that concerned Bar Association confirming the same.

Provided further that there is no dispute of any nature with regard to the chamber so surrendered.

- d) The advocate shall not be eligible for allotment if his /her father or mother, his/her spouse, son or daughter has been allotted a chamber at same court complex but in highly exceptional circumstance, the Allotment Committee may allot the chamber to such advocate, if he or she is otherwise eligible.
- e) In case of death of allottee, the Allotment Committee may in its discretion allot the chamber to his father/mother/son/ daughter/spouse in his/her place, if applicant is otherwise found eligible as per above rules

Part-E (Procedure of allotment)

12) Allotment of chambers shall be made by the Chairman on the receipt of application of an eligible advocate on prescribed format supported by copies of necessary documents and on the recommendation of the Allotment Committee. The application form and format can be changed by the Allotment Committee from time to time as per requirements.

13) The Allotment Committee shall finalize the format of the application form, requirement of documents and license agreement as well as the terms and conditions to be incorporated therein besides other formalities

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to be completed at the time of submitting application:

- 14) The allotment shall be made by the Allotment Committee to the eligible advocates as per the seniority list duly prepared and authenticated by President and Secretary and submitted by the Rohini District Courts Bar Association to the office of Chairman, Rohini Courts in the following manner:
- a) The list of successful allottees duly approved by the Allotment Committee shall be handed over to the Rohini Bar Association;
 - b) Rohini Bar Association shall, thereupon, call for preference of a co-allottee for sharing a chamber amongst successful allottees ;
 - c) Rohini Bar Association shall submit, within ten days, the list of preferences of co-sharers of chambers, if any, for consideration of allotment of the chambers, on twin sharing basis.
 - d) After completion of all necessary formalities, the Allotment Committee would allot specific chamber numbers against each successful allottee.
- 15) The list of members advocates duly signed by President and Secretary and submitted by Rohini District Courts Bar Association shall contain complete details of their date of enrollment with Bar Council of Delhi, date of birth, residential address, date of becoming member of Rohini Bar Association, members who belongs to same family as well as members holding any other chambers in different court complex as per information, if available and other relevant information etc. as desired by Allotment Committee.

16) The seniority list of all eligible advocates shall be prepared by Rohini Court Bar Association in following manner :

- a) firstly according to the date of becoming member of the Rohini District Court Bar Association which came into existence on 21-9-2006.
- b) where two or more than two advocates have become members of the association on the same day, then their seniority shall be determined as per the principle that prior date of enrollment with the Bar Council of Delhi shall attract seniority.
- c) if the date of enrollment in Bar Council of Delhi is also found the same in case of two or more than two advocates, then the prior date of birth of them shall be taken into consideration to ascertain their seniority.
- d) if the date of birth is also found the same, then they shall be kept under same seniority and their chance of allotment shall be decided by way of lottery.

Part-F (Reserved chambers/space)

17) Notwithstanding anything contained in these Rules:-

- (i) Two percent of the total chambers shall be reserved and kept at the disposal of the Chairman for allotment to eligible and deserving physically challenged and handicapped advocates, preferably upto the third floors;
- (ii) Five percent of the total number of chambers shall be reserved and earmarked for the retired Officers of the Delhi Higher Judicial Service

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and the Delhi Judicial Service practicing at Rohini District Court, subject to their fulfillment of other eligibility criteria, on twin sharing or individual basis, as per the space availability;

- (iii) Two percent of the total chambers shall be reserved and kept at the disposal of the Chairman for the allotment to the law department of Central Govt., Delhi Government, Statutory Bodies and other agencies on such terms and conditions as may be prescribed.

Part-G (License Fee and Security amount)

- 18) Each allottee shall pay the license fee through demand draft or cash as may be fixed by the Chairman from time to time but it shall not be less than Rs. 500/- per month.

Explanation: The license fee shall be payable also for the period during Court vacations and holidays.

- 19) The allottee shall have no right to claim suspension of license fee in whole or in part for any reason whatsoever.
- 20) The license fee and all other charges except electricity charges for each month shall be payable in advance by the seventh day of that month by cash or by bank draft drawn on a local bank in favour of District & Sessions Judge (North-West).
- 21) Each successful allottee shall be required to deposit a sum of Rs 5,000/- as refundable interest free security before taking possession of the chamber through cash or demand draft in the name of District & Sessions Judge (North-West).

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Part-H (Electricity Charges)

- 22) Each allottee shall also be liable to pay electricity charges as per actual consumption. Allottees of each chamber shall obtain electricity connection from the concerned Electricity Supply company at their own by completing necessary formalities and the payment of electricity charges will be made directly by them to the electricity supplier. However, each chamber shall have separate electricity connection.

Part-I (Water, Sewer, Maintenance and other charges)

- 23) Water, Sewer, Security, Scavenging, Maintenance and other common charges shall also be paid by each allottee at the rate of Rs. 500/- per month in advance. Allotment Committee from time to time shall revise it according to situation and circumstances. The full or part payment made under this head shall not be returned in any circumstances even if the allottee surrenders his chamber prior to the expiry of period of one month.

Part-J (Restriction of use of chamber)

- 24) The allottee shall use the chamber only as a lawyer's office and for no other purpose whatsoever.
- 25) The allottee shall not transfer, assign or part with the possession of the whole or any part of the chamber in favour of any other person. The allotment shall in no event create, nor shall be construed to create, confer or grant any lease or sub-lease, tenancy or sub-tenancy or any

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right, title or interest in respect of the chamber in favour of the allottee.

- 26) An allottee may use his/her chamber between 8:00 a.m. to 9:00 p.m. only on all days. These timings are subject to change by the Chairman.
- 27) The allottee shall not make any structural additions or alteration, or change the doors, windows or the outward appearance of the chamber without the consent in writing of the Chairman. However with the written approval of Chairman or any other Officer, authorised by the Chairman, the allottee can get the internal portion of his chamber whitewashed or painted. Two allottees of one chamber however can be permitted to make maximum 8 feet high wooden or aluminum partition of the same with approval of Chairman or any other authorised nominee of Chairman in such a manner that it would not cause inconvenience to anyone and would not cause any structural change or damage to the chamber.
- 28) The common area and space where general public has access shall always remain unobstructed and no lawyer or allottee shall put his seat or table space there. The Rohini District Courts Bar Association shall ensure that common space is not obstructed or misused by any of its members.

Part-K (General Duties of allottee)

- 29) The allottee shall be under obligation to comply with the terms and conditions of the allotment letter and license agreement, the rules framed hereunder as well as guidelines and directions given by Allotment Committee from time to time besides other directions issued by

Chairman.

- 30) The allottee shall be responsible for the proper up-keep and maintenance of the chamber and in accordance with the applicable regulations, rules or by-laws and such directions as may be issued by Chairman and other Municipal Authorities. All surrounding areas/ passages shall be kept free from any obstructions.
- 31) The allottee shall not cause any damage to the chamber or to the common area and facilities, including lifts, water coolers, toilets and other fittings and fixtures etc.
- 32) The allottee shall not cause nor permit others present in his chamber to cause any nuisance or annoyance to any other allottee.
- 33) The allottee shall not impede in any way the officers, employees or agents of the High Court or the Chairman and other Judicial Officers forming part of the Allotment Committee, In-charge Care-taking Branch in exercise of their right of possession and control of the chambers and shall provide them reasonable assistance for the general upkeep and maintenance of the Lawyers' Chambers building.

Part-L (Breach of terms of allotment)

- 34) The security deposit of Rs. 5,000/- of each allottee shall be a guarantee of the due fulfillment and performance by him of the terms and conditions of the license of the allotment of the chamber. In the event of allottee

committing any breach of the terms and conditions herein contained the Chairman may, without prejudice to other rights and remedies, forfeit the security or any part thereof. In such an event, the allottee shall pay such additional sum immediately as may be called upon by the Chairman so that the security deposit shall at all times, during the continuance of the allotment, be equivalent to Rs. 5,000/-. On the expiration or earlier determination of the license, Chairman shall return the security deposit or part thereof which has been forfeited as aforesaid to him without interest.

If the license fee and other charges which are payable under above rules are not paid continuously for a period of three months, then the license shall be liable to be automatically cancelled/revoked and the possession of the chamber shall be surrendered by/ taken back from the allottee without any prior notice. This will be without prejudice to the right of authorities concerned to recover the outstanding dues in accordance with law.

35) If the allottee at any time fails or neglects to perform and observe any of the terms and conditions of the rules herein contained or fails to comply with the duties imposed upon him as above, then the Chairman on recommendation of the Allotment Committee or otherwise, without prejudice to other rights and remedies, after giving seven days notice in writing to such allottee, determine the license and the allottee shall, upon such determination, hand over vacant possession of the chamber forthwith.

36) The allotment shall be effective from the date on which the chamber is made available for occupation pursuant to an order of allotment. If the

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chamber is not occupied within a month of the availability, the allotment shall be deemed to be cancelled.

37) The grounds for cancellation of allotment of chamber of an allottee amongst other grounds would include causing substantial damage to the chamber or any part of the building or any other property of govt. or of any other lawyer / allottee or of Bar Association or doing any illegal activity in the chamber or lawyers' chamber complex or subletting or doing major additions/alterations in the chamber without written permission of the Authorized Nominee that may be nominated by Chairman from time to time or any other justified reason .

38) The allotment shall terminate :-

- (a) On its cancellation by Chairman; or
- (b) On its surrender by the allottee concerned; or
- (c) On the allottee's ceasing to be a member of the Rohini District Court Bar Association; or
- (d) On the allottee's name being removed from the roll of Bar Council of Delhi; or
- (e) On the death of the allottee (subject to rights of Legal Representatives as indicated in clause (e) of Part-D);

In that event, the vacant possession of the chamber shall be taken by the Chairman or any other Authorized Nominee of Chairman.

39) Arrears of license fee etc. shall be treated as arrears of land revenue.

Part-M (Misc. Rules)

- 40) The Chairman shall open a saving bank account in his name in any nationalized bank preferably situated in court complex in the name of 'Rohini Courts Lawyers Chambers Block' in which all funds, security deposits, license fees etc. are to be deposited and expenses to be incurred. This account shall be operated either by Chairman himself or by his duly authorized nominee, a judicial officer of rank of DHJS. This account shall be audited from time to time and yearly statement of account shall be maintained. In order to get the higher rate of interest, the Chairman, may from time to time make order to get the whole amount or part thereof, lying in this account converted into FDR for such period as he deems fit.
- 41) The Chairman may also post sufficient number of staff including officials of rank of Senior Assistant and Accounts Officer(s) to deal with the accounts and funds and also to maintain proper records.
- 42) In case of availability of additional chambers by reason of authorized construction, surrender, vacation, cancellation, termination etc., the Chairman may, on availability of sufficient number of such chambers, consider allotment of these chambers in accordance with approved applicable rules.
- 43) The Chairman may evolve such rules and procedures from time to time, as the exigency may demand for effective and proper management with necessary approval of the Hon'ble High Court of Delhi.

PART-N (Use of common space/areas)

44) There are certain common areas and spaces in the lawyers' chamber complex including ten rooms measuring about 300 Sq feet each shown as meeting halls situated from I to V floors which are to be utilized for the benefit of the lawyers and accordingly, they are being regulated in the following manner:

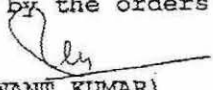
- i) Four of the meeting halls may be given for the exclusive use of the Bar Association, two for ladies Bar room and two for use as General Bar Rooms with their respective lockers.
- ii) Two meeting halls/rooms may be used for accommodating Oath Commissioners, Notary Public, Typists and Photo copier machines.
- iii) One meeting hall /room may be given to the Mediation Cell, Rohini for the use of Advocate/Mediators.
- iv) One meeting hall/room may be used for DLSA Advocates.
- v) One meeting hall/room may be given to the Care Taking Branch/ACU Office.
- vi) One room may be given to PWD (Civil) for maintenance and upkeep of the Lawyers Chambers. It is noted that for PWD (Electrical) earmarked space is available at Ground Floor.
- vii) In case the crèche space on the ground floor with attached toilet does not get operational immediately, then it may be allowed to be used as Ladies Common Room till the creche is operational.
- viii) On the VI and X floor, there are two areas/spaces of approx. 300 Sq feet area each which can be allotted for lunch and recreational

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purposes for the members of the Bar. This space of 300 Sq feet available at 6th Floor may be allotted as Ladies Leisure Room and similar space at 10th floor may be allotted as General Leisure Room for members of Bar for lunch and recreation.

- ix) The space assigned for canteen with attached kitchen may be used for this specific purpose.
- x) There are three rooms at ground floor with an exclusive corridor. Same may be used as Bar Office of Rohini District Courts Bar Association.
- xi) The other areas of common use/utilities, not so specified, may be regulated and used as per directions and approval of the Chairman.

Issued by the orders of:-


(YASHWANT KUMAR)

OFFICIATING DISTRICT & SESSIONS JUDGE (North-West)
ROHINI COURTS, DELHI.

Dated 29.09.2014

In compliance of directions contained in WP © no. 8106/2010, CM Appl. 2237/2013 titled as "P.K Dash Vs Bar Council of Delhi & ors." vide Minutes of Meeting dated -07.06.2016 of the Lawyers' Chamber Allotment Committee, the Rule 11 © of Part D is stands replaced by the following clause:-

"No advocate who has been allotted a chamber in any other Court complex, or has constructed or owns any chamber in the Tis Hazari or New Delhi Court complex, or has applied for any chamber in any of the said other court complex shall be eligible for allotment of a chamber. Each applicant shall also furnish a declaration that she or he has not applied for any, or has not been allotted any chamber in any other Court complex. Any false declaration shall entail cancellation of chamber allotment, or removal of the name from list of eligible applicants.

All advocated, whose names have been included in existing lists of otherwise eligible candidates/ applicants and who await allotment, too, shall furnish a declaration within 60 days falling which their names shall not be considered for any allotment. In case the declaration furnished is false, their names shall be stuck off the list of eligible applicants.

Explanation: the expression "any other Court complexes" shall mean that if the applicant/ Advocate is allotted a chamber in one complex e.g. the Saket Court complex, she or he shall be ineligible to apply for allotment of chamber in the Delhi High Court Lawyers' chambers or any other District Court complexes (Karkardooma, Tis Hazari, New Delhi Courts, Rohini, Dwarka etc and any other Court complex to be constructed with lawyers chambers, hereafter).

Form of Declaration: I(State name, and full description, i.e. Parentage, age, particulars of Bar Council enrollment, and membership of the Bar Association of the Court complex where chamber allotment is sought) do hereby solemnly declare and affirm that I am not allottee of any chamber in any Court complex other than the one in which I hereby seek. I also affirm and declare that I shall not apply for allotment of any chamber in any Court complex.

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