

**High Court of Tripura Lawyers' Chambers
(Allotment & Occupancy) Rules, 2013**

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PART--I-- Orders and Notifications by the Government of Tripura,
The High Court, Government Treasury etc.

**HIGH COURT OF TRIPURA
AGARTALA**

NOTIFICATION

No.F. 29(10)-HC/2011-13/11502

Dated, Agartala, the 5th August, 2013.

In exercise of powers, conferred by Article 225 of the Constitution of India, the High Court of Tripura hereby makes the following Rules, with respect to allotment & occupancy of the Lawyers' Chambers of the High Court of Tripura, Agartala.

1. (a) These Rules shall be called "High Court of Tripura Lawyers' Chambers (Allotment & Occupancy) Rules, 2013".

(b) They shall come into force on and from the date of notification.

2. Allotment of Chambers shall be made by Hon'ble the Chief Justice of the High Court of Tripura on receipt of an application in the prescribed form as appended to **Schedule-I** of the Rules and on the recommendation of a Committee comprising of Hon'ble Judges of the High Court of Tripura as may be nominated by the Hon'ble the Chief Justice, the President and the Secretary of the High Court Bar Association, Agartala hereinafter called, the "Allotment Committee".

3. Only the Advocates regularly practising in the High Court of Tripura and who are members of the High Court Bar Association, Agartala and are ordinarily residents of the State of Tripura shall be considered eligible for allotment of Chambers as per criteria laid down by Hon'ble the Chief Justice in consultation with the Allotment Committee from time to time.

4. The Allotment Committee, while making recommendation for initial allotments, shall have regard to any list of eligible Advocates, including its order of priority; that may be supplied to it by the High Court Bar Association, Agartala.
5. Notwithstanding anything contained in Rule 4, Hon'ble the Chief Justice in consultation with the Allotment Committee may allot a chamber to an Advocate who is physically handicapped or otherwise deserving.
6. When an allottee dies or retires from practice due to any incapacity or is appointed as a Judge and his/her name is deleted from the list of allottees, the application of his/her spouse/son/daughter for allotment may be considered on special basis provided that the spouse/son/daughter is in practice as per these Rules.
7. Where a member of the Bar had applied for allotment of a Chamber in his/her name and he/she dies or retires from practice due to any incapacity or is appointed a Judge before maturity of his/her application and/or turn, the name of his/her spouse/son/daughter may be permitted to be substituted in his/her place with due seniority and priority, provided that the spouse/son/daughter is in practice as per these Rules.

Provided that in every case under Rules 6 & 7, the spouse/son/daughter who is in practice as per these Rules, must have made an application to the said effect within 6 months of the eventuality, viz. death, retirement, elevation/appointment as Judge, as the case may be.
8. Notwithstanding anything contained in Rules 4, 5, 6 & 7 out of the eligible Advocates, father/mother and sons/daughter(s) or husband and wife would be eligible for allotment of only one chamber.

9. No eligible advocate shall be allotted more than one chamber.
10. Where more than one eligible advocate have formed a partnership firm of advocates, they may be allotted only one chamber as joint allottees.
11. Two or more eligible advocates may jointly apply for the allotment of a single chamber and on each allotment being made, the said allottees shall be jointly and severally liable for the due performance of all the terms and conditions of these Rules.

Provided, however, that if the allotment in respect of anyone of joint allottees is to be cancelled or terminated under these Rules, the continuing joint allottee(s) shall have a preferential right, having regard to his/their standing at the Bar and his/their need for a chamber, for continuing as an allottee/joint allottees.

Provided further that the said continuing allottee/allottees shall remain in occupation and shall not be liable for eviction till fresh allotment of the chamber under his/their occupancy is made.

12. Where a chamber has been exclusively allotted to an individual Advocate, he may, subsequent to such allotment, apply for re-allotment of the said chamber to him jointly with another eligible Advocate or other eligible Advocates and Hon'ble the Chief Justice may, in consultation with the Allotment Committee, order the same to such other Advocate or Advocates who are otherwise found eligible for allotment and the request is bona fide.
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Provided, however, that if the allotment in respect of any of the joint allottees is cancelled or terminated under these Rules, the continuing bona fide joint allottee/allottees shall have a preferential right having regard to his/their standing at the Bar and his/their need for a chamber for continuing as joint allottees.

Provided further that the said continuing joint allottee/allottees shall remain in occupation and shall not be liable for eviction till fresh allotment of the chamber under his occupancy is made.

13. Licence fee for each Chamber shall be Rs.500/- per month. The aforesaid licence fee is exclusive of electricity, water charges for common services and other charges, if any and the allottee/allottees have to take electricity connection in his/their Chamber from the Tripura State Electricity Corporation Ltd. on his/their own.

14. The licence fee and other charges shall be payable also for the period during which the Court remains closed.

15. In addition to the monthly licence fee, the allottees shall be liable to pay the electricity charges as per separate electric meter to be provided by the Tripura State Electricity Corporation Ltd. for electricity consumption. The payment of electricity charges will be made directly to the Tripura State Electricity Corporation Ltd. Water and scavenging charges for common services and other charges are to be paid for separately @ Rs.500/- (Rupees five hundred) only per month per chamber. Where, however, one chamber is allotted to two Advocates jointly, both will pay Rs.250/- each.

16. The allottee shall have no right to claim suspension of licence fee in whole or in part for any reason whatsoever.

17. The allottee shall use the Chamber only as a lawyer's office and for no other purpose whatsoever.

18. The licence fee and all other charges except electricity charges for each month shall be payable in advance by the 7th day of that month in cash or by a cross cheque drawn on a local nationalised bank in favour of the Registrar General, High Court of Tripura, Agartala. An allottee may deposit the licence fee and water and scavenging charges upto one year in advance.

19. The allottee shall not part with, in any manner, the user and consequent occupation or possession of the premises to any other person or grant any special user or licence etc. to any person or to transfer or assign the whole or any part of the Chamber in favour of any other persons. It is expressly intended and meant that the permission given hereunder can/shall in no event be assignable, or transferable in any form, device, method or arrangement.

20. The allottee shall not make any structural additions or alterations in the Chamber without the consent in writing of Hon'ble the Chief Justice of High Court of Tripura or his nominee.

21. The allottee shall, during the occupancy of the allotment, be responsible for the proper up-keep and maintenance of the chamber in accordance with Municipal and Sanitary regulations which may be applicable and such directions as may be issued by Hon'ble the Chief Justice or his nominee.

22. The allottee shall, during the pendency of the allotment be responsible for any damage caused to the Chamber or to the service provided therein beyond fair wear and tear and Act of God.

23. No such allottee may use his/her Chamber on Sundays and Holidays declared by the High Court and before 8.30 a.m. and/or after 8.00 p.m. on any working day. The timing may be changed by the Hon'ble the Chief Justice in consultation with the Allotment Committee.

24. The allottee shall indemnify the Chief Justice/High Court of Tripura against any loss or claim preferred against him/it by third parties as a result of acts/omissions by the allottee or his agents.

25. The allottee shall not cause or permit to be caused any damage to the chamber or to the main building or any part thereof.

26. The allottee shall deposit with the Registrar General, in cash six months licence fee only as security deposit for the due fulfilment and performance by him of the terms and conditions herein contained provided the Registrar General may accept in lieu thereof deposit receipt of a scheduled Bank duly endorsed in his favour. In the event of the allottees committing any breach of the terms and conditions herein contained and of his part to be observed and performed, Hon'ble the Chief Justice may, without prejudice to other rights and remedies, be entitled to forfeit the security or any part thereof and on such an event he shall pay such additional sum immediately as may be called upon by Hon'ble the Chief Justice to pay so that the security deposit shall at all times during the continuance of the allotment be the above said sum. On the expiration or earlier determination of the licence, the Registrar General shall return the security deposit or part thereof after deduction of the forfeited amount, if any, as aforesaid to the allottee without interest.

27. The allottee shall not conduct himself in a manner which is nuisance and which causes annoyance to any adjoining neighbouring allottee.

28. If the allottee at any time, fails or neglects to perform and observe any of the terms and conditions of the Rules herein contained, and on his part to be observed and performed, then in any such case, or for any reason whatsoever, Hon'ble the Chief Justice, may in consultation with the Allotment Committee, without prejudice to other rights and remedies, by giving fifteen days notice in writing to him, determine the licence and the allottee shall, upon such determination, make hand over vacant possession of the Chamber without any right to compensation whatsoever.

29. The allottee shall not impede in any way the officers, servants or agents of the High Court in the exercise by them of High Courts rights of possession and control of the Chamber and in particular shall give reasonable assistance and facility to such officers, servants or agents for the general up-keep and maintenance of the lay-out decorations, fittings and fixtures of the Chambers.

30. The allottee shall in no event operate, nor shall construct so to create, confer or grant any lease or sub-lease, tenancy or sub-tenancy or any right, title or interest into or upon the Chamber in favour of the allottee. The allottee shall in no circumstances claim or plead any right to tenancy or sub-tenancy, lease or sub-lease into or upon the Chamber or any right in the nature or any right other than that of bare-user.

31. 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 Chamber is not occupied within a week of the availability the allotment shall be deemed to be cancelled.

32. The allotment shall terminate :-

- a) on its cancellation by the Hon'ble the Chief Justice, or
 - b) on its surrender by the allottee concerned ; or
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- c) on the allottee's ceasing to be a member of the High Court Bar Association, Agartala; or
- d) on the allottee's name being removed from the Roll of Bar Council; or
- e) death.

33. An allottee shall not install in the Chamber any additional electric appliance without the prior permission in writing of Hon'ble the Chief Justice or his nominee.

34. Hon'ble the Chief Justice of the High Court of Tripura or his nominee may grant permission to an allottee to install and use in the Chamber any additional electric appliances, on such conditions as may be determined by him.

35. Hon'ble the Chief Justice of the High Court of Tripura may from time to time and on the advice of the Allotment Committee make such amendments and addition to these Rules even with retrospective effect, as may be necessary and expedient.

36. If any question arises as to the interpretation of these Rules, the decision of Hon'ble the Chief Justice shall be final and shall not be called in question.

37. Arrears of licence fee etc. shall be treated as arrears of land revenue.

38. The Chambers shall be the property of the High Court of Tripura, Agartala and completely under the control of the High Court of Tripura.

39. Notwithstanding anything contained in the Rules and except where discretion vests with Hon'ble the Chief Justice, whenever there has been joint allotment under Rules 8, 9, 10, 11 & 12 and the allotment of any

joint allottee terminates under Rule 32, the Allotment Committee shall again recommend joint allotment as per Rule.

Provided, however, this Rule will not apply in case where initially there has been joint allotment in terms of Rules 8, 9, 10, 11 & 12 of the Rules.

Provided further, the Allotment Committee may permit application for allotment of Chambers by persons mentioned in Rule 8, who are otherwise not eligible for allotment under that Rules.

40. Nothing in these rules shall be deemed to affect the power of the High Court of Tripura to make such orders, from time to time as the High Court of Tripura may deem fit in regard to relaxing any condition of these rules and all matters incidental or ancillary to these rules not specifically provided for herein or in regard to matters as have not been sufficiently provided for.

41. The Gauhati High Court, Agartala Bench Lawyers' Chambers (allotment and occupancy) Rules, 2010 are hereby repealed.

Notwithstanding such repeal any allotment made, order issued, action taken or anything whatsoever done under the rules so repealed shall be deemed to have been made, issued, taken or done under the corresponding provisions of these Rules.

By Order,

Sd/-

(M. Chakrabarti)
REGISTRAR GENERAL

Schedule - I
Prescribed Application Form For The Allotment of Lawyers'
Chamber in The High Court of Tripura
Capital Complex : Agartala

1. Name of the Applicant
2. Father/husband's name
3. Permanent Address
4. Local Address/temporary Address
(if different)
5. Office Address
6. (i) Telephone No (s) : Res: Off
(ii) e-mail address
7. Date of Birth
8. Enrolment No., date and
authority with which enrolled
9. Date of admission as a member
of High Court Bar Association,
Agartala
10. Date of registration of name,
if any, with the High Court
Bar Association, Agartala along
with the registration No. of
application made to the High
Court Bar Association, Agartala
11. Whether any previous application
made for allotment of Lawyers'
Chamber in High Court of Tripura,
Agartala; if so, give particulars
12. Whether father/mother, son/sons,
daughter/daughters, husband/wife
have made any application for
allotment of Chamber in the High

Court of Tripura, if so, give particulars

13. Whether applicant's father/mother, son/sons, daughter/daughters, husband/wife or himself has any chamber in any Court in the State of Tripura. If so, give particulars

14. Whether applicant is partner of a firm of advocates. If so, whether any partner has applied for any Chamber in any Court in the State of Tripura. If so, give particulars

15. Any other information to support the application for allotment of Lawyers' Chamber

I,.....do declare that I have been residing in the State of Tripura since..... years and that I have read the rules and the conditions governing the allotment of Lawyers' Chambers in the Lawyers' Chambers Block of the High Court of Tripura, Agartala and hereby undertake to abide by the said Rules and to accept the allotment subject to the same. I further declare that the particulars given above by me are true and correct and nothing material has been concealed therefrom.

(.....)
Signature of the applicant

Dated.....

Local Address

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