



Ministry of Home Affairs
Office of the Custodian of Enemy Property of India
Delhi Head Office
East Wing, 1st Floor, Shivaji Stadium
Connaught Place, New Delhi-110001
Website: <https://enemyproperty.mha.gov.in>

File No. CEPI/DEL/02/35/2022(PART-II) | 1723

Date: 23.01.2025

Applications invited for Sr. Legal Consultants

Applications are invited from Indian citizens, for their whole-time services as individual consultants, on a contractual basis, for an initial period of three years, extendable by two years, as per the following details:

S. No.	Category of Consultants	No. of Consultants
1.	Senior Legal Consultant	02 [Delhi-01] [Mumbai-01]

1. Services to be rendered:

- (a) Analysis, recommendations, advice, opinion, comments and drafting relating to the following, including assistance in the processing and disposal of references in respect of the same:
 - (i) Legislation, subordinate legislation, notifications, advisories, clarifications etc., pertaining to matters relating to Enemy Properties Act, administration of the Enemy Properties Act, 1968 and other related laws and other business allocated to the Custodian of Enemy Property for India(CEPI) under the Government of India (Allocation of Business) Rules, 1961 ["AoBR"];
- (b) Legal, techno-legal and policy research, including analysis and interpretation of laws, regulations, policies, rules, guidelines, legal and regulatory frame works etc. pertaining to administration and management of enemy properties;
- (c) Participating in the processes and interactions associated with the aforesaid. Including discussions, workshops, approval processes etc., and preparation of presentations, notes, records of discussions, minutes of meetings, and other documents related to the foregoing;
- (d) Any other work assigned in relation to the above.

Senior Legal Consultants will report to the Custodian of Enemy Property for India/Deputy Secretary of Branch offices. Legal Consultants will report to Senior Consultant and Custodian of Enemy Property for India/Deputy Secretary of Branch offices. While the reporting officers for both will be as stated, for purposes of processing of matters, they will be required to coordinate with other relevant officials/consultants in the CEPI Office/Branch Offices.

- 2. Age:** Candidate should not exceed the age of 62 years on the date of this advertisement.
- 3. Eligibility:** Candidate should meet the eligibility criteria set out in Annexure-1.
- 4. Terms of engagement:**

- (a) **Term:** The consultant will be engaged for a term of one year, which may be extended on the basis of performance review and mutual agreement by up to one year at a time, subject to the total term including extensions not exceeding three years. Extension beyond three years may be considered under exceptional circumstances with the approval of Secretary, MHA, on the basis of mutual agreement. However, no extension will be given beyond the age of 65 years.
- (b) **Performance review:** Continuation of the engagement of the consultant will be contingent upon performance of their services against key performance indicators set for him/her by a performance review committee constituted by MHA being assessed as satisfactory in annual reviews by such committee upon completion of each year of their term. The said committee will ordinarily set the said indicators after interaction with the consultant within the first three months of each year of the consultant's term, revisit the same after six months of each year of the term for any modifications and/or feedback, and undertake review of the performance against the indicators set/modified within the first three months of completion of each such year.
- (c) **Location:** The consultant shall function from the office premises of MHA. MHA may also occasionally depute the consultant to other locations for performance of services.

5. Other terms and conditions:

- (a) **Remuneration:** Payment of the consolidated compensation will be made by CEPI on a monthly basis, based on the biometric attendance registered by the consultant and its certification by the reporting officer designated by CEPI for the consultant (Annexure I)
- (b) **Leave:** Weekly holidays on Saturday, Sunday, Central Government Gazette Holidays and 12 days paid Leave in a calendar year on pro-rata basis. No. remuneration for the period of absence in excess of the admissible Leave will be paid to Consultants/Officials. In-availed leave shall neither be carried forward to next year nor encashed. No other kind of leave shall be admissible.

The retired Govt. Servant engaged as Sr. Legal Consultant shall be entitled to avail leave as per DoE's OM dated 09.12.2020 on pro-rata basis i.e. 1.5 days for each completed month of service.

CEPI may terminate the engagement of services of the consultant without any compensation for such termination in case the consultant is absent without leave for more than 15 days in any period of 12 months.

Women consultants will be eligible to avail of maternity leave as per the provisions of the Maternity Benefit Act, 1961.

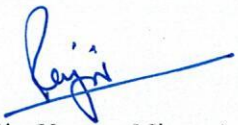
- (c) **Reimbursement of travel expenses:** No claim on account of travel expenses shall be admissible for reporting at CEPI premises at the commencement or completion of the term of the consultant. However, consultants may be reimbursed expenses incurred for travel under taken within India in connection with services rendered with the approval of the competent authority in CEPI for such travel and subject to such extent, restrictions and terms as CEPI may determine.
- (d) **Maintaining confidentiality:** The consultant will treat the information made available to him/her by CEPI or by third parties in connection with the performance of the services for which he/she is engaged as confidential and use it only for the purpose of such performance. He/she will exercise the same degree of care as a person would normally exercise to protect their own proprietary information, having regard to the nature of the information. He/she will, upon completion of their term or upon MHA requiring him/her to do so, whichever is earlier,

either return to CEPI such information or shall certify to CEPI that all media containing such information have been destroyed.

- (e) **Legal status:** The consultants will not be regarded for any purposes as an employee or official or representative of CEPI. Further, the relationship between CEPI and the consultant will not be one of an employer and employee, or of a principal and its agent.
- (f) **Standards of conduct:** In general, the consultant will neither seek nor accept instructions from any authority external to CEPI/MHA in connection with the performance of his/her services to CEPI. He/she will not take any action in respect of or related to the performance of the services for which he/she is engaged by CEPI which may adversely affect the interests of CEPI, and will perform such services with the fullest regard to the interests of CEPI. The consultant will not offer any direct or indirect benefit arising from or related to the performance of services for which he/she is engaged by CEPI, or for the award of such services to him/her by any representative, official, employee or agent of CEPI. The consultant will comply with all laws, rules and regulations bearing upon the performance of the said services, and will comply with such other standards of conduct as CEPI may direct. Failure to comply with the same will constitute grounds for termination of the services engaged for cause.
- (g) **Title rights, copyrights, patents and other proprietary rights:** Title to any equipment and supplies that may be furnished by CEPI to the consultant for the performance of the services engaged by CEPI will vest in CEPI and any such equipment etc. will be returned to CEPI upon completion of the consultant's term or its termination or when it is no longer needed by the consultant, whichever is earliest. Such equipment will be returned to CEPI in the same condition as it was in when delivered to the consultant, subject to normal wear and tear, and the consultant will be liable to compensate CEPI for any damage or degradation of such equipment etc. beyond normal wear and tear.
- (h) **Intellectual property and other proprietary rights:** CEPI will be entitled to all intellectual property and other proprietary rights, including, but not limited to, copyrights in respect of processes, ideas, know how or documents and other materials which the consultant may develop for CEPI and which may be in direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the service engaged by CEPI. Subject to the aforesaid, all plans, reports, estimates, recommendations, documents and all other data compiled or received by the consultant in the course of rendering the services engaged by CEPI will be the property of CEPI, will be made available for use or inspection by CEPI at all reasonable times and in reasonable places, will be treated as confidential and will be delivered only to persons authorized by CEPI upon completion of the services rendered.
- (i) **Confidential nature of documents and information:** The consultant will be subject to the provisions of the Official Secrets Act, 1923. The consultant will not, except with the previous sanction of CEPI or in the bona-fide performance of his/her services, publish a book or a compilation of articles or participate in radio broadcast or contribute an article or write a letter in any newspapers or periodical either in his own name or anonymously or pseudonymously in the name of any other person, if such book, article, broadcast or letter relates to subject matter assigned to him by CEPI.
- (j) **Use of name, emblem or official seal of the CEPI:** The consultant will not advertise or otherwise make public for purposes of commercial advantage that he/she has a contractual relationship with CEPI, and nor will he/she, in any manner whatsoever, use the name, emblem or official seal of CEPI, or any abbreviation of the name of CEPI, in connection with his/her business or otherwise, without the written permission of CEPI.

- (k) **CEPI not liable for compensation for death, injury or illness:** In the event of the death, injury or illness of the consultant attributable to the price of services on behalf of CEPI while the consultant is travelling at CEPI's expense or is performing any such service in any offices or premises of CEPI or the Government of India, the consultant or his/her dependents, whichever is appropriate, will not be entitled to any compensation.
- (l) **Tax deduction at source:** Income-tax or any other tax liable to be deducted at source as per extant law will be so deducted while making payments, for which CEPI will issue requisite certificate of such deduction. CEPI undertake no liability for taxes on payments made for the consultant's services engaged by it, or for any statutory contributions payable by or in relation to the consultant for such services.
- (m) **Prohibition of sexual exploitation and abuse:** in the performance of his/her services, the consultant will comply with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. Any breach of the said provisions will constitute a breach of the terms of engagement of the consultant's services by CEPI and, in addition to any other legal rights or remedies available to any person, will give rise to grounds for termination of the said engagement of service. Further, CEPI will be free to refer any alleged breach of the said provisions to relevant authorities for appropriate action.
6. **Whole-time engagement:** The consultant's services will be engaged on whole-time basis and he/she will not render services to or take up employment with any other person during the term of such engagement.
7. **Settlement of disputes and arbitration:** CEPI and the consultant will Endeavour to amicably settle any dispute, controversy or claim arising out of the engagement of the consultant's services by CEPI, or any breach, termination or invalidation thereof. Any such dispute, controversy or claim, unless settled amicably as aforesaid, will be referred for arbitration by an arbitrator mutually agreed to between CEPI and the consultant.
8. **Termination:** Both CEPI and the consultant may terminate the engagement of the consultant's services by CEPI, by giving (15) fifteen days' notice or salary in lieu thereof.
9. **Selection process:** Applications will be screened on the basis of eligibility criteria. Applicants may be shortlisted for interaction on the basis of a qualitative assessment of their overall profile. Selection of candidates for engagement as consultants will be made by CEPI in its discretion.
10. **Application process:** Eligible individuals should e-mail a scanned copy of their duly completed application form, as set out in Annexure-II for Legal Consultants, alongwith their bio-data, to admn.del-cepi@govcontractor.in. The last date of application submission **14.02.2025 by 5:00 PM**.
11. **General conditions:**
- (a) CEPI reserves the right to engage all or some or none of the consultants, or to cancel or withdraw the selection and engagement process at any stage, without assigning reasons.
- (b) The consultants engaged will have no right or claim for any permanent engagement or employment with CEPI.

This issue with the approval of CEPI.


(Rajiv Kumar Nigam)
Administrative Officer

Eligibility criteria for Senior Legal Consultant:

Qualification:	LLB from are cognized institute/university
Experience:	<p>(i) Mandatory minimum 5 years' experience in legal policy/legal practice;</p> <p>and</p> <p>(ii) Membership of the Bar Council of India;</p> <p><u>Desirable</u></p> <p>(iii) At least one legal research paper published in a peer-reviewed law Journal ; or</p> <p>(iv) At least one legal policy commentaries/briefs/reviews published by law journals, media, policy research organizations and industry associations ;</p> <p>or</p> <p>Any degree/diploma/certificate in Land Laws or Post Graduate in Law from a recognized institute/university;</p>
Consolidated remuneration:	Rs. 72,000 per month for non Govt. official (subject to revision). In case of retired Govt. officials remuneration may be regulated as per Dept. of Expenditure O.M. No.3-25/2021-E.IIIA dated 09.12.2020

APPLICATION FOR SENIOR LEGAL CONSULTANT

To

Custodian of Enemy Property for India,
Ministry of Home Affairs,
Connaught Place, New Delhi-110001
E-mail: admn.del-cepi@govcontractor.in

Recent
Passport size
photograph

Preferred Station: (Please write Delhi/Mumbai here)

1.	Name in full (in block letters)				
2.	Date of Birth				
3.	Mailing Address				
4.	Permanent Address				
5.	Email Address				
6.	Telephone/mobile no.				
7.	Educational qualification (s) {please attach copy/copies of relevant degree/diploma course(s)/certificates(s)}:				
	Course	Subject	University/ Institute	Year of Passing	Percentage/Grade point score (please specify both the score secured and the maximum score
8.	Work experience:				
	Organization	Position held	Period From	to	Brief description of the role
					Whether it involved legal policy/legal practice (Yes/No

9.	Membership of Bar Council of India: (please specify membership details and attach Copy of proof of membership)					
10.	Other eligibility Criteria:			Details regarding the criteria fulfilled (please attach copy of paper/commentary/brief/review/degree/diploma/certificate of document to prove requisite experience)		
	At least one legal research paper published In a peer-reviewed law journal: <u>or</u>					
	At least one legal policy commentaries/brief/reviews published by law journals, media, policy research Organizations and industry associations;					
11.	Other Experience:					
12.	Other publications/recognition/awards/briefs/journals research papers (please specify details and attach supporting documents):					
13.	Last remuneration:					

Declaration:

I hereby declare that all statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if the information furnished by me in this form or my bio-data as submitted with this form is found to be false or omits to specify material facts, or is incomplete, my candidature may be rejected and, in case I have been engaged as Legal Consultant, such engagement is liable to be terminated without any compensation or recourse, I also confirm that I have read the advertisement no. AA.11034/1/2021-CL&ES-Part (1)-2 issued by the CEPI and accept all the terms and conditions for engagement as Legal Consultant by the CEPI.

Attachment: Bio-data

Date:		Signature of application	
Place:		Name of applicant:	
