



# ONE LAW

## ADVOCATES

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# Engagement Agreement

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*Under Section 3 of the Legal Practitioners (Fees) Act, 1988*

[Version 1.6]



## ENGAGEMENT AGREEMENT

**THIS ENGAGEMENT AGREEMENT** (the “**Agreement**”) is applicable to all Clients who engage the legal services of M/s. One Law Advocates (the “**Firm**”), a partnership firm incorporated under the Indian Partnership Act, 1932, having its principal office at No. 90, 9<sup>th</sup> Cross, RMV Extension, Sadashiva Nagar, Bengaluru – 560 080, India.

**WHEREAS**, the Firm warrants and represents that it has the requisite qualifications, knowledge and experience to render the legal services as sought by the Client; and

**WHEREAS**, the Client has expressed interest in availing the legal services of the Firm, pursuant to such foregoing warrants and representations, all subject to and in accordance with the terms and conditions set forth hereinafter.

**NOW THEREFORE**, in consideration of the mutual premises, covenants and understandings contained herein, the Firm and the Client agree as follows:

### 1. ENGAGEMENT AND LIMITATIONS

- 1.1. The Firm shall render legal services to Clients only in accordance with the terms and conditions set forth in this Agreement. No divergence from the Agreement shall be permissible unless expressly agreed upon in writing.
- 1.2. The signing of *Vakalathnama* by the Client shall be deemed acceptance of this Agreement and its applicability to the services rendered by the Firm. In situations where *Vakalathnama* is not required, the acceptance of an Engagement Letter issued by the Firm shall be deemed acceptance of this Agreement.
- 1.3. At the commencement of the engagement and during the continuance thereof, the Firm shall make all such full and frank disclosure to the Client relating to its connection with the parties and any interest in or about the issue involved, as are likely to affect the Client’s judgment

in either engaging the services or continuing the engagement.

- 1.4. The Firm shall refuse to represent a Client who has previously engaged an Advocate for the same case, unless the Client produces a No Objection Certificate (NOC) *Vakalathnama* duly signed by the Advocate on record.
- 1.5. The Firm shall refuse to represent a Client who insists on adopting methods violative of the Standards of Professional Conduct and Etiquette, as laid down by the Bar Council of India.
- 1.6. The Client undertakes to fully and accurately disclose all facts, information, materials and other inputs necessary for the performance of the services. The Client shall respond promptly to the Firm's requests for consultation, information, decisions and approvals.
- 1.7. The Client acknowledges that the Firm is not its general counsel and that the acceptance of an engagement does not involve an undertaking to represent the Client or its interests in any matter beyond the Scope of Work undertaken by the Firm.

## 2. PROFESSIONAL STANDARDS

- 2.1. The Firm assumes complete professional and ethical responsibility for performance of all legal services and will provide its services in conformity with Standards of Professional Conduct and Etiquette, as laid down by the Bar Council of India.
- 2.2. The Firm shall rely upon the information, documents, instructions and guidance provided by the Client to provide legal services in accordance with this Agreement, and keep the Client reasonably informed of progress and developments of the case.
- 2.3. The Firm shall not, directly or indirectly, disclose any communication made by the Client in the course of the engagement of services, or disclose the contents of any document with which the Firm has

become acquainted in the course of the professional engagement, unless required by the rule of law.

- 2.4. The Firm shall not act on the instructions of any person other than the Client or his authorised agent. The Firm shall not do anything whereby it abuses or takes advantage of the confidence reposed in it by the Client.
- 2.5. The Firm shall fearlessly uphold the interests of the Client by all fair and honourable means without regard to any unpleasant consequences to itself or any other. The Firm shall defend a person accused of a crime regardless of its personal opinion as to the guilt of the accused.
- 2.6. The Firm shall use its best efforts to restrain and prevent the Client from resorting to unfair practices or from doing anything in relation to the Court, opposing counsel or other parties, which is in violation of Standards of Professional Conduct and Etiquette, as laid down by the Bar Council of India.
- 2.7. The Firm shall not be a mere mouth-piece of the Client, and shall exercise its own judgment in the use of restrained language in correspondence, avoiding scurrilous attacks in pleadings, and using intemperate language during arguments in Court.

### 3. RESOURCE ALLOCATION

- 3.1. The Firm shall have the sole discretion in allocation of Advocates and other resources to effectively render services to each case. The Firm shall ensure that the resources are efficiently used to achieve the best results for the Client.
- 3.2. With the consent of the Client, the Firm may involve other Advocates with the requisite expertise to ensure provision of quality legal services in an efficient and economical manner.

- 3.3. In addition to the Firm's resources, the Firm may engage services of independent third parties, such as clerks, surveyors, evaluators, investigators or other professionals for better preparation and effective representation of the case.
- 3.4. Allocation of resources is subjected to the gravity of the situation involved. The Firm shall give priority to emergency situations involving imminent threat to life, liberty or property of the Client.
- 3.5. The Firm shall endeavor that the Client is satisfied with the Firm's staffing and services at all times. When questions or comments arise about the Firm's services, staffing, billings, or other aspects of representation, the Client may contact Front Desk on (+91) 96067 09933 or frondesk@onelawadvocates.com.

#### 4. PROFESSIONAL FEES

- 4.1. The Firm shall be transparent, reasonable and accommodative towards the Client while determining the professional fees. The Firm shall endeavor to satisfy the Client regarding the costs involved and the value for money in the legal services rendered.
- 4.2. The Firm shall strictly abide by the '*Invoicing Policy*' and other applicable laws while raising invoices and receiving payments from the Client. A copy of the '*Invoicing Policy*' of the Firm shall be made available to the Client for clarity and completeness.
- 4.3. The Client shall be obliged to pay the professional fees on or before the due date as mentioned in the invoice. Any disagreement regarding the invoice shall be resolved on priority before resuming the legal services for the Client.
- 4.4. Upon termination of this Agreement at any stage, the Client shall be liable to pay the professional fees for the legal services rendered by the Firm until the point of termination. Such professional fees shall be determined on *pro rata* basis.

## 5. TERMINATION OF SERVICE

- 5.1. This Agreement shall be in force until the closure of the Client's case in the Court or forum before which such case was filed, unless terminated earlier in accordance with this Agreement, or extended by mutual consent of the Firm and the Client.
- 5.2. The Firm or the Client may terminate this Agreement upon issuing seven (7) days' prior written notice in the event of substantial failure of either party in performing their obligation in accordance with the terms and conditions of this Agreement.

Provided that such notice shall specify in reasonable detail the nature of such substantial failure of performance; and

Further provided that if during the seven-day period, such failure of performance is substantially remedied, this Agreement shall not be terminated.

- 5.3. Upon termination of this Agreement, the Firm shall return the case documents to the Client, and issue a No Objection Certificate (NOC) *Vakalathnama* if necessary. The same shall be done only after the entire professional fee is paid by the Client. The Firm shall refund the money to the Client if such money was paid in advance, and the legal services are yet to be rendered.

## 6. GENERAL CLAUSES

- 6.1. **Professional Conduct:** The Firm follows zero-tolerance policy towards unprofessional behaviour in the course of its services. All interactions between the Firm and the Client are required to be dignified and courteous at all times, in full conformity with the nobility of the profession. Use of aggressive language or demeanour would result in immediate suspension of all services without notice, until such foul behaviour is appropriately addressed.

- 6.2. **Place of Service:** The Firm shall not render services at Client locations unless in exceptional circumstances involving old age, medical disability, or grave threat to life or liberty. The Firm shall not appear before non-judicial authorities for the Client's case, unless such appearance is inevitable in discretion of the Firm. A third-party professional may be recommended by the Firm to liaison and appear before such non-judicial authorities.
- 6.3. **Intellectual Property:** The Firm shall be the absolute owner of all intellectual property arising out of the legal services rendered to the Client. The Firm shall be entitled to utilize such intellectual property in any method and manner desired by the Firm.
- 6.4. **Data Storage:** The Firm reserves the right to seek, collect, store and use all forms of data pertaining to a case such as printed or digital documents, emails, audio, video, or data in any other form. Such data shall be held in strict confidentiality, in accordance with law. The Firm shall have the right to dispose off the data anytime after the end of this Agreement.
- 6.5. **Publications:** The Firm or the Client shall not make any media releases, social-media posts, public announcements and other disclosures relating to this Agreement, unless express consent is obtained prior to such publication.
- 6.6. **Liability:** The liability of the Firm (including the liability, if any, of partners, associates or other members associated with the Firm) shall be limited to professional fees received by the Firm pursuant to this engagement.
- 6.7. **Dispute Resolution and Jurisdiction:** The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of India without regard to conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the Firm and the Client agree to attempt to resolve the dispute amicably by conciliation between the parties. If the dispute remains unresolved for more than thirty (30) days, it shall be subjected to the exclusive jurisdiction of the Courts in Bengaluru.

- 6.8. **Notices:** All notices issued hereunder shall be communicated in writing preferably by email or any other electronic medium, with confirmation of receipt or alternatively by registered mail. Notice shall be deemed to have been served upon receipt of the email or any other message through electronic medium.
- 6.9. **Force Majeure:** The Firm or the Client shall not be deemed to be in breach of this Agreement if either party is unable to complete the services or any portion thereof by reason of fire, earthquake, pandemic, labor dispute, act of God or public enemy, death, illness or incapacity of the parties, or any local, state, federal, national or international law, governmental order or regulation or any other event beyond the parties' control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the Firm or the Client shall give notice of its inability to perform as per the Agreement, and shall propose revisions for completion of the services.
- 6.10. **Binding Effect:** This Agreement comprises the entire understanding of the Firm and the Client on the subject matter contained herein. Though this Agreement is not physically signed by the Firm or the Client, it is deemed that the Client has read this Agreement and accepted the same, by virtue of signing the *Vakalathnama* with the Firm, or accepting an Engagement Letter issued by the Firm. This Agreement shall be binding upon and inure to the benefit of the Firm and the Client, and to their successors and permitted assigns.

**IN WITNESSES WHEREOF** both the FIRM and the CLIENT hereby acknowledge and affirm their acceptance of the terms and conditions enunciated in this Engagement Agreement, entered into on the day of signing the *Vakalathnama* or accepting the Engagement Letter, as the case may be.

