**KERALA FINANCIAL CORPORATION**

**VELLAYAMBALAM, THIRUVANANTHAPURAM -695033**

Kerala, India; Phone: 0471- 2737702, 2737566

Web: www.kfc.org, Email: bd@kfc.org

**NOTIFICATION**

Notification No.KFC/C&PR/01/2024-25 dated 02.07.2024

**Sub: Empanelment of Advocates for Handling SARFAESI Cases**

Kerala Financial Corporation (KFC), incorporated under the State Financial Corporations Act of 1951, is a trendsetter and pathbreaker in the field of long-term finance, playing a major role in the development and industrialization of Kerala. Established as the Travancore Cochin Financial Corporation on 01.12.1953 and renamed as Kerala Financial Corporation consequent to the reorganization of states on a linguistic basis in November 1956, KFC has now become a pioneer in industrial financing and is among the best SFCs in the country. KFC is an ISO-certified organization, posting profits continuously, having 16 MSME Branch Offices, 3 Large Credit Branches and 3 Stressed Assets Recovery Branch (SARB) with its headquarters at Thiruvananthapuram and Zonal Offices/ SARBs at Kozhikode, Ernakulam and Thiruvananthapuram.

Kerala Financial Corporation (KFC) invites applications for the empanelment of Advocates to represent the Corporation in SARFAESI cases before Chief Judicial Magistrate (CJM) courts across Kerala.

1. **ELIGIBILITY CRITERIA:**
2. The Advocate shall possess a degree in law from a university recognized by the Bar Council of India and enrolled with the Bar Council of Kerala.
3. Advocates should have a minimum of **5 years** of standing practice at the Court.
4. The applicant should be a practicing Advocate in the CJM, Court placed in the region for which he/ she is applying.
5. The Advocate should have expertise in -
6. Recovery litigation CJM before court including SARFAESI Act, 2002.
7. Must have handled a minimum 10 numbers of SARFAESI cases of Nationalised/ Scheduled Bank.
8. The advocate should be of undoubted legal acumen and unblemished integrity and has not been depanelled from any other Bank/ Financial Institution.

5) The age of the Advocate shall be less than **55 years** as of the notification date.

# PROCEDURE FOR EMPANELMENT:

1. The applications received by the specified date will be scrutinized by the Corporation to determine if they meet eligibility criteria/ terms and conditions mentioned in this advertisement including its subsequent amendment(s), if any, and whether the applications are complete in all respects.
2. On scrutiny, any application not found in the desired format/ not supported with a copy of self-attested documents/ illegible/ incomplete/ not containing clear information, or failing to fulfill the relevant requirement, will be rejected for further evaluation process at the sole discretion of the Corporation.
3. The applications will be scrutinized by the Corporation purely on merit and after conducting due diligence, the applications which are complete in all aspects and in conformity with the requirements of the Corporation shall be considered.
4. Only those applicants will be informed by the Corporation whose applications are shortlisted for empanelment. The applicants who are not shortlisted for empanelment will not be informed by the Corporation. Further, such applicants will not be provided with information about the comparative position of their applications with that of others.
5. The empanelment shall be at the sole and absolute discretion of the Corporation and mere application for empanelment would not confer any right for empanelment and no correspondence whatsoever from the applicants will be entertained as to the fate of empanelment.
6. The Corporation reserves the right, at any time, to waive any of the requirements of this request for empanelment if it is deemed in the interest of the Corporation.
7. If deemed necessary, the Corporation may seek clarifications on any aspect of the application from the applicant. The Corporation may also make enquiries to verify the past performance of the applicant.
8. Empanelment with other Banks/Fls/NBFC etc. may be an added advantage. Further, the advocate should not have been black-listed/ removed from the panel by the erstwhile Banks or any other Institution/ Organization.
9. The Corporation at its sole discretion, if required, may call the applicant for interaction/ presentation before the Appropriate Authority before shortlisting. The applicants will have to bear their own costs for such interaction/ presentation. The Corporation's decision in this regard will be final.
10. The empanelment will be done district/ Zone wise.

# TENURE OF EMPANELMENT:

1. The empanelment will be for three years subject to an annual review of their performance by the Corporation and accordingly the same may be renewed from time to time.
2. In case any court matter is pending with any panel advocate for disposal by any Court and his term is not renewed, the Advocate concerned shall return the case file to the Corporation for entrusting it to other advocates at the discretion of the Corporation.
3. The Corporation also reserves the right to terminate the empanelment of any Advocate at any time without assigning any reason.

# DUTIES AND RESPONSIBILITIES OF PANEL ADVOCATES IN RESPECT OF LITIGATION:

1. Appearing before CJM Courts in respect of SARFAESI cases filed by and against the Corporation as and when entrusted with the said case and plead on behalf of the Corporation protecting the interest of the Corporation.
2. Intimate the day-to-day progress of the matter to the Branch Office concerned of the Corporation.
3. Not to seek adjournments without any valid reasons.
4. Not to make any submission before the Court without prior instructions from the authorised officials of the Corporation.
5. Not to appear either directly or through juniors/ assistant advocates against the Corporation.
6. Providing opinion (written/ oral) on certain issues which are referred to them by the Corporation
7. Attend to any other legal work whenever entrusted to them.

# GENERAL TERMS AND CONDITIONS:

1. Application for empanelment does not confer any right/ assurance whatsoever, to an applicant that he/ she will be empanelled on the Corporation panel.
2. The Corporation reserves its right to modify any part of this advertisement at any time before the deadline for receipt of the application. Such change(s)/ modification(s), if any, may be in the form of an addendum/ corrigendum and will be uploaded on the Corporation website. All such change(s) will automatically become part of this advertisement and be binding on all applicants. Interested applicants are advised to regularly refer to the Corporation website [www.kfc.org](http://www.kfc.org).
3. No advocate as long as his name is on the panel and for a period of one year from the date of his/ her ceasing to be on the Corporation panel, shall contest any matter against the Corporation. Approval in the Corporation panel of Advocates does not amount to an appointment or right for an appointment and the Corporation is free to engage any Advocate of its choice and the empanelled Advocate cannot claim to be entrusted with the work of the Corporation.
4. The Advocates empanelled shall maintain absolute secrecy and confidentiality about the cases of the Corporation and other matters entrusted to them.
5. The empanelled Advocate has to accept all the work assigned to him/her and he/ she cannot refuse to accept any assignment entrusted to him/ her. Refusal by any Advocate to accept any work otherwise than on the ground of conflict of interest may entail removal of such advocate from the Corporation panel.
6. The willful misrepresentation of any fact in the application will lead to the disqualification of the applicant without prejudice to other legal actions that the Corporation may take.
7. Corporation reserves the right to accept or reject any application received without assigning any reason thereof whatsoever and the Corporation decision in this regard will be final. No contractual obligation whatsoever shall arise from the application process.
8. Any effort on the part of the applicant to influence the empanelment process may result in the rejection of the application.
9. The Corporation shall have the right to cancel the empanelment process itself at any time, without thereby incurring any liabilities to the affected applicants.
10. Submission of application is evidence of an applicant's consent to comply with the terms and conditions of the empanelment process. If an applicant/ advocate fails to comply with any of the aforementioned terms and conditions, his application/ empanelment may be summarily rejected.

# FEE STRUCTURE:

The Schedule of Fees and charges payable to Advocates shall be as per the extant guidelines issued by the Corporation from time to time.

**G.** Application form placed as **Annexure ‘A’** be submitted, duly completed in all respect, along with all required documents, by post to the following address:

The Assistant General Manager (BD)

Kerala Financial Corporation

Head Office, Vellayambalam

Thiruvananthapuram 695033

**H.** Last date of receipt of the application: **17.07.2024, 5 PM.** No application shall be entertained if submitted in other modes.

Sd/-

# Chairman and Managing Director

Place: Thiruvananthapuram

Date: 02.07.2024

**Annexure ‘A’**

**Application format for empanelment of**

**Advocates for handling SARFAESI Cases**

Notification No.KFC/C&PR/01/2024-25 dated 02.07.2024

**Preferred District/ Districts for empanelment: …………………………………**

Self attested Photo

|  |  |
| --- | --- |
| a)Name of the Advocate |  |
| 1. b) Address:    1. Chamber/Office:    2. Home: |  |
| 1. Phone number/Mobile Number:    1. Chamber/Office: |  |
| d)Age |  |
| e)Date of Birth |  |
| f) Aadhaar Number |  |
| g) PAN Number |  |
| h) Bar Council Enrolment Number  (enclose copy of enrolment certificate/enrolment ID) |  |
| i)Brief details of experience |  |
| j) Whether practice restricted to a particular Court or nature of cases/ matters or the advocate is practicing in lower courts/tribunals and undertaking other nature of cases/matters (give brief description) |  |
| k)Whether in the panel of other Bank/FI, if so, please specify the name of Bank/FI and Branch. |  |
| l)Whether de-paneled by institution.  If yes, then please give details. |  |
| m)Whether any disciplinary action is initiated by Bar Council/other authority on the Advocate or his Junior/associate and . If yes, then please give details |  |
| n) Any other relevant certificates or testimonials |  |

The applicant has to enclose following documents:

* + Certificate of LLB/ LLM or other equivalent course.
  + Enrollment Certificate & Bar Council Certificate/ ID.
  + PAN card & Aadhaar card
  + Proof of empanelment by other Nationalized/ Scheduled Bank(S)if any.
  + Proof for experience
  + Proof of handling SARFAESI cases
  + Any other relevant certificates or testimonials

I hereby acknowledge, undertake and confirm the following:

* I accept the terms and conditions of the empanelment as determined by the Corporation from time to time without any demur or protest.
* I shall not use the Corporation symbol, logo etc. in our letterhead, signboard, name plates, pamphlets, visiting card, etc. shall not do anything detrimental to the interest of the Corporation.
* I shall not admit and engage any advocate(s) who is depaneled by any Bank/FI as junior, associate, partner etc. and if the Corporation brought to my notice that such advocate was depaneled by any Bank, I Shall immediately remove him from my Office. If Contravene the same, then the Corporation may immediately depanel me even without any notice.
* I and my juniors, associates, partners etc. shall not appear/ advise against the Corporation, under any circumstances.
* I acknowledge and confirm that empanelment/depanelment is the sole discretion of the Corporation and the Corporation may at any time depanel me from the Corporation panel of advocates even without notice.
* I acknowledge that the inclusion of name in the Corporation panel shall not constitute an appointment or a right for an appointment be made by the Corporation upon myself as well as Juniors, Partners or Associates.
* I are fully aware that the Corporation shall review the performance of the panel every year and/or during certain intervals and that Corporation reserves its right to terminate such engagement/empanelment at time at the sole discretion of the Corporation without assigning any reason.
* I confirm that the Corporation is free to employ any Advocate of its own choice and no right exists for an empanelled Advocate to claim that he/she should be entrusted with the work of the Corporation.
* I undertake that I shall maintain absolute secrecy and confidentiality the cases of the Corporation and/ or information provided to me.
* I undertake that upon empanelment, I shall send monthly statements/ and other statements as per the requirements of the Corporation inter-alia showing the day-to-day progress of the cases entrusted with me.
* I am aware that on non-compliance of any of the conditions mentioned above, the Corporation will depanel me without any notice.
* I undertake that upon depanelment, due to any reasons whatsoever, the cases, briefs, matters etc. would be returned to the Corporation, without any objections or conditions.

Signature of Advocate