



MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI
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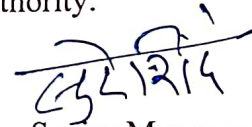
No. DGM (L)/Empanelment of Arbitrator/MTNL Mumbai/2023-24 Date: 20/09/2023

Sub: - Expansion of Panel of Arbitrators in MTNL.

With respect to the above mentioned subject, please find enclosed herewith the guidelines for empanelment and appointment of the retired JAG/SAG/HAG officers of government Departments/ MTNL/BSNL/PSEs and working officials of PSUs under the administrative ministry of DOT (other than MTNL) and Ex Judge of District and Sessions Court / High court/Supreme Court of India as Arbitrator for all the cases of MTNL.

The interested candidates may submit their application at given address on or before 15/10/2023.

This has got the approval of competent Authority.


20/09/2023
Senior Manager (Legal)
MTNL Mumbai.

Encl.: As above.

Guidelines for empanelment and appointment of the retired JAG/SAG/HAG officers of Government Departments /MTNL/BSNL/PSEs and working officials of PSUs under the administrative ministry of DOT (other than MTNL) and Ex Judge of District and Sessions Court/High Courts/Supreme Court of India as arbitrator for all cases in MTNL.

It is proposed to expand the existing panel of Arbitrators consisting of retired officers of Government Departments/MTNL/BSNL/other PSEs/Ex Judge of District and Sessions Court / high Court/ Supreme Court of India, for MTNL Delhi and Mumbai. The working officials of other PSUs under the Administrative Ministry of DOT can also be considered for appointment as Arbitrators. A person can be empanelled at MTNL Delhi or Mumbai, depending upon the city wherein he / she resides.

This panel will be applicable for all kinds of arbitration cases in MTNL and following guidelines would comprehensively govern the empanelment of all such persons and the engagement of such empanelled persons as Arbitrator.

1. Conditions for empanelment as Arbitrator

1.1 **Eligibility**: For empanelment to the panel, the applicants must fulfill the following conditions.

1.1.1 The person should have retired on superannuation at JAG level/E-7 level or above from Government Department /MTNL/BSNL/other PSEs or should have been Judge of District and Session Court /High Court/ Supreme Court. Officers who have retired from MTNL at least three years prior to the last date of receiving application will only be eligible.

OR

The officials who are working at E-8 level or SAG and above in the PSUs under DOT Administrative Ministry can also be considered for such empanelment on reciprocal basis or subject to their producing NOC from their employers.

1.1.2 There must not have any vigilance case pending against him/her at the time of his / her retirement on superannuation in case of retired officers and at the time of the application in case of working officers.

1.1.3 No penalty should have been imposed on such person in any vigilance / disciplinary case during his/her entire career.

1.1.4 Such empanelled persons shall be allowed to be on MTNL panel up to 70 years of age only & hence the applicant shall be of less than 70 years of age as on 31.07.2023

1.1.5 Such person shall be physically and mentally fit.

1.1.6 Such person shall not have been convicted or facing criminal persecution.

1.2 **Classification of Arbitrators:**

The panel of Arbitrators shall be designed in two classes.

Class I: The officers retired at JAG/DGM(up to E-8) level shall be empanelled under this class.

Class II: the officers retired at SAG/HAG (E-9) and above level shall be empanelled under this class.

2. **Allocation of cases:**

2.1 The cases where the amount in dispute is upto Rs. 50 lakhs, shall be referred to the persons empanelled under Class I.

2.2 The cases where the amount in dispute is more than Rs. 50 lakhs, shall be referred to the persons empanelled under Class II.

2.3 The cases shall be allotted to the empanelled Arbitrators on the basis of the Arbitration Agreement between the parties in dispute and subject to the terms and conditions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

3. **Payment Terms**

Fixation of Arbitration fee and other charges will be dependent on the value of Amount in Dispute and would be regulated in the following manner:

Amount in Dispute	Fee Payable (in Rs.)
Upto 2 lakhs	10,000
More than 2 lakhs to 5 lakhs	20,000
More than 5 lakhs to 50 lakhs	20,000 + 0.5 % of each Lakh above Rs. 5 lakh (subject to a maximum of 40,000)
More than 50 lakhs to 2 crore	40,000 + 0.4 % of each lakh above Rs. 50 lakh (subject to a maximum of 70,000)
More than 2 crore to 20 crore	70,000 + 0.3 % of each lakh above Rs. 2 crore (subject to a maximum of 1,10,000)
More than 20 crore to 50 crore	1,10,000 + 0.2 % of each crore above Rs. 20 crore (subject to a maximum of 1,60,000)

More than 50 crore to 100 crore	1,60,000 + 0.1 % of each crore above Rs. 50 crore (subject to a maximum of 2,20,000)
Above 100 crore	2,20,000 + 0.05 % of each crore above Rs. 100 crore (subject to a maximum of 4,00,000)

- 3.1 In addition to above each Arbitrator would be entitled to Clerkage, towards Clerical, stationery and other miscellaneous charges etc, at the rate of 10 % of the fee payable to him.
- 3.2 As per provisions of the Arbitration Act, the fee payable to the Arbitrator shall be borne equally by both the parties. The above fee structure is the maximum amount that is payable for a case. Arbitrator is required to charge the half of the above amount from the other party while the remaining amount shall be paid by MTNL.
- 3.3 The fee payable to the Arbitrator shall be paid in three installments, first two installments would each be at the rate of 25 % of the total fee payable and be paid on first two hearings in a matter and remaining 50 % would be paid at the time of publication of Award.
- 3.4 A transport allowance of Rs. 1000, per hearing, shall be payable to the Arbitrator and that shall be shared equally by the parties.
- 3.5 Payment shall be made as per the above payment schedule, within 60 days of the submission of the bills by the Arbitrator to the concerned unit of MTNL and the other party shall pay the fee in the same period.
- 3.6 If in terms of Arbitration Clause the Arbitral Tribunal is constituted of more than one Arbitrator, then each Arbitrator shall be paid this fee individually in terms of the foregoing paras.

4. Methodology of Empanelment

- 4.1 The persons who wish get empanelled should submit their application in the prescribed format (attached) along with the declaration in the annexure for empanelment of Arbitrators.
- 4.2 For empanelment of Arbitrators with MTNL Delhi, (including Corporate Office) and Mumbai the applications may be sent to GM (HR-II) MTNL, Corporate Office, Room No. 4201, 4th Floor, MTNL building, CGO Complex, Lodhi Road, New Delhi.
- 4.3 The applications received will be submitted to the Screening Committee at MTNL Corporate Office for considerations.
- 4.3.1 The Screening Committee would comprise of GM (MM) Corporate Office, GM (HR-II) Corporate Office, GM (Fin) Corporate Office and GM (HR-II) of

MTNL Corporate Office. The committee may also co-opt any other member from the field units, if required.

- 4.3.2 The above screening committee after examining all the applications would recommend the name of persons to be included in the panel. The panel would be finalized after the approval of CMD, MTNL on the recommendations of the committee.

5. Duties and Responsibilities of Arbitrators

- 5.1 An arbitrator should be fair and absolutely impartial. He should have no bias and should decide the dispute referred to him in a judicious manner and not capriciously or whimsically. The terms of reference under the arbitration agreement should be strictly followed.
- 5.2 An Arbitrator should not disregard the principle of natural justice. He must have scrupulous regard to the ends of the justice. He should have no interest, direct or remote, in the subject matter of the dispute or in any of the parties and should not act as an advocate of the party appointing him.
- 5.3 An Arbitrator should not accept any illegal gratification or receive any pecuniary inducement which may affect the fair determination of the matters submitted for arbitration. An arbitrator should not engage in private discussion or conference with one of the parties on any matter connected with the case, in the absence of the opposite party.
- 5.4 An Arbitrator must give the parties notice of hearing and sufficient opportunity to present their case. Both the parties must be given equal opportunity to produce evidence and to put forward their case.
- 5.5 The arbitrator is entitled to proceed ex parte if it is clear that the party to whom reasonable notice has been given does not appear or if there is clear indication that he has no intention of appearing.
- 5.6 An Arbitrator should not misconduct himself or the proceedings. Failure to perform essential duties of an arbitrator is deemed to be a misconduct.

6. Terms and Conditions regarding award

- 6.1 Arbitrator is normally required to publish the award within One year of the date of his / her appointment in the case.
- 6.2 The venue of arbitration shall be MTNL Corporate Office or MTNL Delhi at New Delhi or MTNL Mumbai at Mumbai. The Arbitrator may also carry out the Arbitral

proceedings at his premises, however, MTNL shall not bear any expenses in this regard.

6.3 The number of cases referred to each empanelled arbitrator for arbitration shall normally be restricted to a maximum of two (2) in every three consecutive years.

6.4 After completion of Arbitration and Publication of Award by an Arbitrator, a copy of the award should be sent to the MTNL office which has appointed such Arbitrator.

7. Assigning the cases

7.1 For all the disputes related to MTNL Corporate Office and MTNL Delhi contracts / agreements where the powers to appoint/ nominate arbitrator lies with CMD, MTNL or any other officer of MTNL Delhi, arbitrator shall be appointed/ nominated by CMD, MTNL or such officer from the panel of arbitrators finalized for the MTNL Corporate Office and Delhi, having relevant expertise/ experience.

7.2 For all the disputes related to MTNL Mumbai contracts / agreements where the powers to appoint/ nominate arbitrator lies with CMD, MTNL or any other officer of MTNL Mumbai, arbitrator shall be appointed/ nominated by CMD, MTNL or such officer from panel of arbitrators finalized for the MTNL Mumbai, having relevant expertise/ experience.

7.3 If the Arbitral proceedings are not completed by the Arbitrator in the stipulated time without any sufficient reasons, then the appointing / nominating authority in MTNL shall have the right to transfer the case to any other Arbitrator and/or forfeit the remaining fee and/ or remove such Arbitrator from its panel.

7.4 Arbitral proceedings are adjudication proceedings and it is important that the Arbitrator perform their function with utmost honesty, integrity in the most unbiased, impartial and legal manner. So in case, if the appointing/ nominating authority of an Arbitrator has strong reasons to believe that the Arbitral Proceedings are not being conducted in the unbiased, impartial or legit manner then such authority in MTNL shall have the right to transfer the case to any other Arbitrator and/or forfeit the remaining fee and/or remove such Arbitrator from its panel.

7.5 MTNL shall also have the right to transfer the case to any other Arbitrator and / or forfeit the remaining fee and/ or remove such Arbitrator from its panel if at any stage it is revealed that the applicant has knowingly submitted a false declaration at the time of submission of his/ her application for empanelment as an Arbitrator in MTNL.

7.6 In cases covered under 7/3 to 7.5 the Arbitrator shall be liable to return all the records pertaining to Arbitral proceedings pending before him/her.

7.7 These guidelines would be binding on the empanelled Arbitrators.

7.8 The provisions as provided in The Arbitration and Conciliation Act, 1996 would be followed in all the Arbitral proceedings unless provided in the contract.

APPLICATION FOR EMPANELMENT OF ARBITRATION IN MTNL

1. Name: -
2. Date of Birth
3. Permanent residential address and phone number / Mobile/Email Id:
4. Educational Qualification
5. Grade at the time of Retirement (kindly attach the copy of retirement order) / Present Grade Organization (as applicable)
6. Last / Present post held along with Organization (as applicable)
7. Place of retirement & PPO No./Place of present posting (as applicable)
8. Details of posts held for last 10 years proceeding to the year of retirement / date of application in case of working officials (as applicable): -

Sl. No.	Post held	Year	Station / Circle

9. Specialization/Area of Experience:

Sl. No.	Specialization / Experience (Telecommunication Procurement etc / Electrical or Civil / Telecom Revenue / Other)	No of Years	Designation / Level	Main Responsibilities

- Applicants may attach separate sheet/s for describing their Area of Experience / Specialization (if required)

10. Experience as Arbitrator (If any)

Sl. No.	Subject matter of Dispute (Telecommunication Procurement etc / Electricals or Civil Telecom Revenue / Others)	Designation / Level (When appointed as an Arbitrator)	Award Published (Yes or No)

- Applicants may attach separate sheet/s for describing their Experience in Arbitration (If required)

11. Empanelment applied for MTNL Delhi / MTNL Mumbai (Strike off whichever is not applicable)

12. I hereby declare that (strike out whichever is not applicable)

- (i) I have retired in superannuation from..... (Name of Organization) on (date)

Or

I am working as (designation) with (name of organization) at(full address) since (year of appointment). I further submit that my employer has no objection in my applying for empanelment as an Arbitrator in MTNL.

- (ii) I submit that there was no vigilance / disciplinary case pending against me at the time of my retirement and after retirement No Vigilance / Criminal case has been contemplated against me.

Or

I submit that there is no vigilance / disciplinary case pending against me and no Vigilance / Criminal case is contemplated against me at the time of this application.

- (iii) No penalty was ever imposed against me in any vigilance / disciplinary case during my entire career.

- (iv) I also confirm that during last 5 years prior to my superannuation and as on date neither any vigilance charge sheet has been served to me nor any vigilance proceedings initiated against me.
- (v) In case I am empanelled as an Arbitrator in MTNL and if I wish to resign from MTNL panel, I will intimate GM (HR-II) MTNL Corporate Office at least one month in advance before such resigning.
- (vi) I also undertake to return all the record pertaining to matters pending before me to the appointing authority on transfer of any case from me to any other arbitrator, my resignation from the panel of MTNL or my removal from the MTNL panel of Arbitrators.
- (vii) The information given above is true to the best of my knowledge & belief.
- (viii) I hereby unconditionally agree to abide by the fee structure and other terms and conditions of the MTNL guidelines for empanelment and appointment of arbitrators.

Date:

Signature

Place:

Name of Applicant:

