

# **Delhi High Court Lawyers' Chambers (Allotment and Occupancy) Rules, 1980**

1. These rules shall be called Delhi High Court Lawyers' Chambers (Allotment and Occupancy) Rules 1980.

2. Allotment of Chambers shall be made by Hon'ble the Chief Justice of the High Court of Delhi on the receipt of an application in the prescribed form and on the recommendation of a Committee comprising three Judges of the High Court of Delhi, the President and the Hony. Secretary of the Delhi High Court Bar Association hereinafter called the 'Allotment Committee'.

3. Only advocates practising in High Court of Delhi and who are the members of the Delhi High Court Bar Association and are permanent residents of the National Capital Region<sup>1</sup> 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 the eligible advocates, including its order of priority; that may be supplied to it by the High Court Bar Association.

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 is otherwise deserving.

5-A. (i)<sup>2</sup> Where an allottee dies or retires from practice due to any incapacity or is appointed 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.

(ii) 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 Rule 5-A(i) and (ii) the spouse/son/daughter who is in practice as per these rules, must have made an application to the said effect within six months of the eventuality, viz., death, retirement, elevation/appointment as Judge, as the case may be.

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1. *Ins. vide amendment/order dated 23-2-2004.*

2. *Amended vide order dated 18-12-2008.*



R. 9]

6. (a) Notwithstanding anything contained in Rules, 4 and 5, out of the eligible advocates, father/mother and son/sons/daughter(s) or husband and wife would be eligible for allotment of only one chamber.

(b) No eligible Advocate shall be allotted more than one chamber and no Advocate, though otherwise eligible, may be allotted a Chamber who himself or whose father/mother/sons/daughters or whose husband/wife is an allottee of a chamber in the Supreme Court.

(c) Where more than one eligible Advocate have formed a partnership firm of Advocates, they may allotted only one chamber as Joint Allottee:

Provided always that Hon'ble the Chief Justice in consultation with the Allotment Committee may in appropriate cases, release the bar contained in Clauses (a), (b) and (c) above, in case of otherwise eligible Advocates.

7. 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 any one of the joint allottees is to be cancelled or terminated under these rules, the continuing joint 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 an allottee/joint allottee:

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.

8. Where a chamber has been exclusively allotted to an individual advocate, he may, subsequent to such allotment, apply for the re-allotment of the said chamber to him jointly with another eligible advocate or other eligible Advocates and Hon'ble the Chief Justice of High Court of Delhi 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:

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 standing at the Bar and his 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.

9. The allotment of accommodation in Lawyer's Chamber Block to various Central Government, Delhi Administration (Government of NCT of Delhi), Statutory bodies and other agencies would be made by Hon'ble the Chief Justice of the High Court of Delhi on such terms and conditions as may be prescribed.



**10.** Licence Fee for each chamber shall be such amount as may be fixed by the Government of India from time to time. The aforesaid licence fee will be exclusive of electricity, water charges for common services and other charges, if any.

**11.** The licence fee and other charges shall be payable also for the period during which the court remains closed.

**12<sup>3</sup>.** 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 for electricity consumption. The payment of electricity charges will be made directly to N.D.M.C. water and scavenging charges for common services and other charges are to be paid for separately at the rate of Rs. 300 per month per chamber. Where, however, one chamber is allotted to two advocates jointly, both will pay Rs. 150 each.

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

**14.** The allottee shall use the chamber only as a Lawyers Office and for no other purpose whatsoever.

**15.** The Licence Fee and all other charges except electricity charges for each month shall be payable in advance by the seventh day of that month in cash or by a cross cheque drawn on a local bank in favour of the Registrar, High Court of Delhi, New Delhi.

**16.** 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 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.

**17.** 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 Delhi or his nominee.

**18.** The allottee shall, during the occupancy of the allotment, be responsible for the proper upkeep 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.

**19.** 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.

**20.** No such allottee may use his chamber before 7.30 a.m. and or after 9.30 p.m. on any day. The timing may be changed by Hon'ble the Chief Justice in consultation with the Allotment Committee.



R. 28]

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

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

23. The allottee shall deposit with the Registrar, in cash two 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 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 Hon'ble the Chief Justice shall return the security deposit or part thereof which has been forfeited as aforesaid to him without interest.

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

25. 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.

26. 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.

27. The allottee shall in no event operate, nor shall be constructed 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.

28. 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.

**29.** The allotment shall terminate:—

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

**30.** 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.

**31.** Hon'ble the Chief Justice of the High Court of Delhi or his nominee may grant permission to an allottee to install and use in the Chamber any additional electric appliances in addition to one air-conditioner or one electric heater, on such conditions as may be determined by him.

**32.** Hon'ble the Chief Justice of the High Court of Delhi may from time to time and on the advice of the Allotment Committee make such amendments and additions to these rules even with retrospective effect, as may be necessary and expedient.

**33.** 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.

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

**35.** The chamber shall be the property of the High Court of Delhi and completely under the control.

**36.** 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, 6, 7 or 8 and the allotment of any joint allottee terminates under Rule 29, the Allotment Committee shall again recommend joint allotment as per rules:

Provided, however, this rule will not apply in case where initially there has been joint allotment in terms of Rules, 6, 7 or 8 of the rules:

Provided further, the Allotment Committee may permit application for allotment of chambers by persons mentioned in Rule 6(a), who are otherwise not eligible for allotment under that rule.

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