

**B.E.S.&T. Undertaking  
Requires  
Retainer Advocate at Labour & Industrial Courts**

<b>No. of vacancies</b>	:	Two (2)
<b>Age as on 01.01.2023</b>	:	The age should not be less than 28 years and maximum 55 years.
<b>Qualification</b>	:	Degree in Law of a recognised University.  Preference will be given to the candidates having Post Graduate Degree in Law and to the candidates who have special knowledge of Labour and Consumer Laws and handling such kind of matters before the Hon'ble High Court or Sub-ordinate Courts  The Advocate should be registered with the Bar Council of Maharashtra and Goa.
<b>Retainership Fees</b>	:	Rs. 7,000/- (post tax) per month / per court.
<b>Experience</b>	:	At least 5 years practice in the Hon'ble High Court or Sub-ordinate Courts

Candidates may apply in the prescribed format along with attested photocopies of certificates / documents in support of age, qualifications, experience along with Demand Draft of Rs. 150/- (non-refundable) drawn in favour of "**The B.E.S. & T. Undertaking**" to the Personnel Manager, Personnel Department, BEST Undertaking, BEST Bhavan, BEST Marg, Colaba, Mumbai - 400001 **on or before 27.01.2023.**

General Manager

**The B.E.S.&T. Undertaking** requires

**DOCTORS ON CONTRACT BASIS**

No. of Post		One (01) and for preparing waiting list
Qualification	:	M.B.B.S.
Pay Scale	:	Fixed Remuneration of Rs.50,000/- per month on pro-rata basis.
Age	:	33 to 65 years as on 01.01.2023
Experience	:	One year experience as on 01.01.2023
Other Facility	:	Free Travelling facility; permitted to do Private Practice after Office hours

Candidates may apply in the prescribed format along with attested photocopies of certificates / documents in support of age, qualifications, experience, MMC Registration Certificate and renewal letter, Aadhar Card, Pan Card along with Demand Draft of Rs. 150/- (non-refundable) drawn in favour of "**The B.E.S. & T. Undertaking**" to the Personnel Manager, Personnel Department, BEST Undertaking, BEST Bhavan, BEST Marg, Colaba, Mumbai - 400001 **on or before 27.01.2023.**

General Manager

**Terms and Conditions for Retainer Advocate  
at Labour & Industrial Courts**

1. Their appointment shall be initially for a period of one year and after taking into consideration their performance, it shall be extended. Their services will stand terminated on completion of their Retainership period. Refusal of any work without any reasonable cause may entail removal of their Retainership.
2. They will be paid retainership at the rate of Rs. 7,000/- (post tax) per month / per court.
3. They will not delegate cases and will themselves deal with the same. They will have to co-ordinate with the officers of the BEST Undertaking as and when required.
4. They shall not be treated as an employee of the BEST Undertaking for any purpose and therefore, shall not be entitled for any benefits available to the employees.
5. They shall maintain absolute secrecy and confidentiality about the cases of the Undertaking.
6. They shall not advise any party or represent them in cases against the BEST Undertaking.
7. They will be issued a Bus Pass for free travelling facility on the Undertaking's buses, which they will be required to return to the Undertaking on the date of termination of their Retainership.
8. They will have to remain present in the Labour & Industrial Courts on all the working days when BEST cases are posted for hearing, defending/rendering necessary legal aid/advice or guidance to our staff and especially on the date of verdict so as to enable to prefer an appeal, if the staff so desires or for cancellation of warrants against our drivers.
9. They will defend the cases posted for hearing in the Court timing and will render necessary legal aid/advice to our staff.
10. They will make their own arrangement of an Advocate to attend/defend all BEST cases in their absence/leave.
11. If they remain absent on any of the BEST cases, without making any alternate arrangement and/or without prior intimation, a proportionate amount will be deducted from the amount of retainership payable to them and it would be adversely taken note of at next renewal of retainership.
12. They will not request the Court for any specific adjournment/day/date only for their convenience; as such adjournments/booking on a particular day may adversely affect our bus operations, if our bus drivers are called on a particular day.

13. In the event of their absence in the Court, they will have to bear the expenses on account of Witness Bhatta, Fine, etc., if any.
14. They will remain present for identification at the time of withdrawal of cash bail deposited amount without fail.
15. They will peacefully return to the Undertaking on their last working day all the case papers, briefs, etc. pertaining to the BEST Cases and also the Bus Pass issued to them, without any delay.
16. They will be permitted to do private practice but not in any case against the BEST Undertaking and/or the Municipal Corporation of Brihanmumbai.
17. Their appointment will be terminable by one month's clear notice in writing by either party.
18. Their Retainership will be terminated on following grounds –
  - i) Handing over the brief or the matter to another Advocate without prior written permission of the Undertaking.
  - ii) Failing to attend the hearing of the case without any sufficient cause / reason and prior information.
  - iii) Not acting as per the Undertaking's instructions or going against specific instructions.
  - iv) Not returning the brief or not allowing or evading its inspection on demand.
  - v) Threatening, intimidating or abusing of the BEST employees, Officers or Representatives.
  - vi) Making any of associates or juniors to appear on behalf of the Opposite Party in cases related to the BEST Undertaking.
  - vii) Committing any act that what amount to Contempt of Court or professional misconduct.
  - viii) Conviction of the Advocate in any offence resulting into any arrest or detention or debarment by the Bar Council.
  - ix) Passing of information relating to BEST's cases to the Opposite parties or their Advocates or any 3rd party which would likely to cause any damage to the interest of the Undertaking.

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**Terms and Conditions for appointment of Doctors on Contract basis  
in the Medical Department of the B.E.S.&T. Undertaking**

- i) The period of contract will be of 11 months duration. Renewal of contract for the same duration by giving one day's break will be at the sole discretion of the General Manager and further subject to work, conduct and attendance being found satisfactory.
- ii) They will be paid an all inclusive fixed remuneration of Rs. 50,000/- per month on pro-rata basis. They will be issued a Bus Pass for free travelling facility on the Undertaking's buses.
- iii) They will be required to devote 5 hrs and 15 mins. i.e. from 11.45 a.m. to 17.00 p.m.(excluding lunch recess) from Monday to Friday and from 10.00 a.m. to 13.30 p.m. on Saturday, except Bank Holidays.
- iv) They will be allowed to avail 9 days Casual Leave on pro-rata basis during the contractual period of 11 months.
- v) They will be free to have their own private practice provided such practice does not interfere with their hours of work and duties as Doctor in the Undertaking.
- vi) Investigation/treatment etc. of the candidates/employees should not be carried out by them in their own private clinic and/or hospitals to which they are attached.
- vii) They will not be considered for appointment to the post of Deputy Medical Officer or any post on regular basis in the Medical Dept.
- viii) In all other respects, their services on contract basis will be governed by the terms and conditions of contract, and in case of breach of any condition of the contract, their services will be terminated at the discretion of the General Manager.
- ix) The appointment can be terminated by either party by one calendar month's written notice or remuneration.

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The application should be in the following format :-

To,  
**Personnel Manager,  
Personnel Department,  
BEST Undertaking**

Affix recent  
Passport size  
photograph

**Sub : APPLICATION FOR RETAINER ADVOCATE FOR  
LABOUR AND INDUSTRIAL COURTS**

ix) Full Name in Block Letters : \_\_\_\_\_

x) Residential Address : \_\_\_\_\_  
\_\_\_\_\_

Tel./Mob.No.: \_\_\_\_\_ Email I.D.: \_\_\_\_\_

xi) Date of Birth & Age on 01.01.2023 : \_\_\_\_\_

xii) Aadhar Card No.: \_\_\_\_\_ Pan Card No.: \_\_\_\_\_

xiii) Bar Council Enrollment No. & Date : \_\_\_\_\_

xiv) Details of Demand Draft : \_\_\_\_\_

xv) Details of Educational Qualifications :

Exam. Passed & Year	University/Institution	Class or Grade	Date of declaration of result

xvi) Details of Experience : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Particulars stated in this application are correct to the best of my knowledge and belief.

Place : Mumbai

Date : .01.2023

Signature of Applicant

Candidates may apply in the prescribed format along with attested photocopies of certificates / documents in support of age, qualifications, experience, Aadhar Card, PAN Card along with Demand Draft of Rs. 150/- (non-refundable) drawn in favour of "The B.E.S. & T. Undertaking" to the Personnel Manager, Personnel Department, BEST Undertaking, BEST Bhavan, BEST Marg, Colaba, Mumbai - 400001 on or before 27.01.2023.

The application should be in the following format :-

To,  
Personnel Manager,  
Personnel Department,  
BEST Undertaking

Affix recent  
Passport size  
photograph

**Sub : APPLICATION FOR DOCTOR ON CONTRACT BASIS**

- i) Full Name in Block Letters : \_\_\_\_\_
- ii) Residential Address : \_\_\_\_\_  
\_\_\_\_\_
- Tel./Mob.No.: \_\_\_\_\_ Email I.D.: \_\_\_\_\_
- iii) Date of Birth & Age on 01.01.2023 : \_\_\_\_\_
- iv) Aadhar Card No.: \_\_\_\_\_ Pan Card No.: \_\_\_\_\_
- v) MMC Registration Certificate No. & Date : \_\_\_\_\_
- vi) Details of Demand Draft : \_\_\_\_\_
- vii) Details of Educational Qualifications :

Exam. Passed & Year	University/Institution	Class or Grade	Date of declaration of result

- viii) Details of Experience : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Particulars stated in this application are correct to the best of my knowledge and belief.

Place : Mumbai

Date : .01.2023

Signature of Applicant

Candidates may apply in the prescribed format along with attested photocopies of certificates / documents in support of age, qualifications, experience, MMC Registration Certificate and renewal letter, Aadhar Card, PAN Card along with Demand Draft of Rs. 150/- (non-refundable) drawn in favour of "The B.E.S. & T. Undertaking" to the Personnel Manager, Personnel Department, BEST Undertaking, BEST Bhavan, BEST Marg, Colaba, Mumbai - 400001 on or before 27.01.2023.