

E-mail only

05-1-23

ODISHA STATE LEGAL SERVICES AUTHORITY,  
AAIN SEVA BHAWAN,  
SECTOR-1, CDA, CUTTACK-753014

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Lr. No. 41 /Dtd. 04.01.2023

From

Shri Sudipta Acharya, OSJS,  
Member Secretary

To

The District Judge-cum-Chairman,  
District Legal Services Authority,  
Kalahandi

SECRETARY  
D.L.S.A. Kalahandi  
Bhawanipatna  
05.01.2023

Sub: -

Offer of contractual engagement on monthly Retainership  
basis under modified Legal Aid Defense Counsel (LADC)  
Scheme 2022

Sir,

Please find enclosed herewith the soft copy of NALSA's contract form to be signed between the Secretary, DLSA and the selected Chief Legal Aid Defense Counsel, Deputy Chief Legal Aid Defense Counsel and Assistant Legal Aid Defense Counsel of your District.

In this context, I am to request your goodself to go through the modified Legal Aid Defense Counsel (LADC) Scheme 2022 and to take steps for signing of contract between the Secretary, DLSA and the selected Chief/Deputy/Assistant Legal Aid Defense Counsel of the District. The approved list of Chief Legal Aid Defense Counsel, Deputy Chief Legal Aid Defense Counsel and Assistant Legal Aid Defense Counsel of your District as communicated vide your office confidential letter no. 01 dated 15.09.2022 is herein below.

P-8  
5-1-2023

Yours faithfully,

04/01/23

Member Secretary

Name of the DLSA: Kalahandi

Chief Legal Aid Defense Counsel:

Sri Rajesh Kumar Nayak

Deputy Chief Legal Aid Defense Counsel:

Sri Sanjay Kumar Behera

Sri Jasobanta Naik

Assistant Legal Aid Defense Counsel:

Mrs. Nibedita Mishra

Sri Jugal Kishore Deep

Office of the District Legal Services Authority,  
Kalahandi, Bhawanipatna.

Memo No. 38(15) / Dt. 07.01.2023

Copy forwarded to the President/ Secretary all Bar Associations of  
Kalahandi district for information & necessary action.

Copy to System Officer, District Court, Bhawanipatna/DIO, NIC,  
Bhawanipatna for uploading the above information in websites.

Copy to person concerned.

Copy to notice board for information.

Handwritten signature and date: 7.1.23

Secretary, DLSA,  
Kalahandi, Bhawanipatna.

To,

Date:

.....

.....

**Sub: Offer of contractual engagement on monthly Retainership basis under modified Legal Aid Defense Counsel (LADC) Scheme 2022 for District .....** as .....

Sir/ Ma'am,

With reference to your application for engagement to provide free legal aid to all eligible persons under the Legal Services Authorities Act, 1987, Regulations and Schemes made thereunder and the subsequent selection process, we are pleased to offer you a full-time engagement on monthly Retainership basis as ..... in the .....DLSA, purely on contractual basis and subject to the following terms and conditions:

- (a) You have read and agree to each and every condition and provision of the modified Legal Aid Defense Counsel (LADC) Scheme 2022 (hereinafter referred to as 'the Scheme').
- (b) Retainership fee/ Honorarium:  
Consolidated fee of ₹ ..... per month.
- (c) Period of Contract: Initially for one year, extendable further as per the need and subject to the Scheme as may be modified without notice.
- (d) Role & Responsibilities: As per the Scheme (as modified from time to time), you will be working as Legal Aid Lawyer attached with LADC office under the scheme and subject to the code of ethics and other provisions as prescribed therein.
- (e) Leave of absence: .... days leave of absence in a year is permitted. In case of absence beyond the said period, pro-rata deduction will be made from the payable retainership fee.
- (f) The contract can be terminated by giving one month's notice or one-month retainership fee in lieu of notice form either side. However, in case of

unsatisfactory performance or for any act considered derogatory / detrimental to interest of Legal Services Authorities, this contractual engagement can be terminated as per the Scheme.

- (g) If you fail to complete the period of notice or leave your duties without acceptance of notice or termination of contract, the amount due, i.e., retainership fee payable to the extent of notice period, will be forfeited.
- (h) You shall not have any claim/right whatsoever to continue beyond the period of engagement under the contract.
- (i) On official tours outside Head Quarters, you will be entitled to reimbursement of expenses as admissible under the applicable rules.
- (j) You have to compulsorily attend capacity building and training session, as per schedule, unless leave of absence is permitted.
- (k) You have to observe Code of Ethics as prescribed the Bar Council of India, Legal Services Authorities and the Scheme.

2. If you are agreeable to the terms and conditions as provided under the scheme, which may be modified by the National Legal Services Authority, you may convey acceptance by signing the duplicate of letter and submit the same to this office along with 2 passport size photographs.

3. In case, we do not receive your acceptance by ..... the offer of contractual engagement shall stand automatically withdrawn.

Yours faithfully,  
(.....)

I accept the offer and also terms & conditions mentioned herein above.

.....  
Signature

Name: .....

Date: .....