**IN THE COURT OF DISTRICT & SESSIONS JUDGE AT**

 **NAGPUR**

Suit /Appeal No./CWP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ JURISDICTION of 2024

In re:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Plaintiff /Appellants/Petitioner/ Complainant

V E R S U S

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Defendant/Respondent/Accused

**VAKALATNAMA**

KNOW ALL to whom these present shall come that I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the above named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby appoint

PRITAM B KARADE,

Advocate

Bar Room No. 715 (New Extension Building)

District & Sessions Court, Civil Lines,

Nagpur-440 001

Mob. No. 9483179803

Email :- preetamkarade12@gmail.com

(herein after called the advocate/s) to be my/our Advocate in the above noted case authorized him :-

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us.

To sign, file verify and present pleadings, appeals cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration, conciliation, lok-adalat any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.

The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/We undertake that I / we or my /our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.

And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.

And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid. I /we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

The Advocate shall raise appropriate running invoice(s) on me/us to recover the fees & charges. I/We agree to reimburse all of the necessary fees & charges to the Advocate. To meet the contractual commitments by both sides, I/We am/are required to pay a certain amount, as an advance payment. The amount of advance being adjusted in the invoice(s) establishes the linkage between the advance and the service provided. The remittance towards invoice(s) shall be within 15 days of the date of the receipt of the invoice(s).

Advance Payment: - Upon receipt of all the finalized Vakalatnama, application(s), affidavit(s) & related paper(s), I/We shall pay to the Advocate as an advance payment (initial Advance) amount to Rs.1000/- (Rupees One Thousand Only). The amount of advance shall be adjusted in the invoice(s) of the Advocate.

Mile Stone Payment for rendered services: -

1. Upon filing of plaint / WS / reply - Rs.2000/-
2. Upon completion of evidence – Rs. 2000/-
3. Upon completion of arguments – Rs. 2000/-
4. Upon receipt of Judgement / Order – Rs. 2000/-

To facilitate me /us plan the funds allocation efficiently and release payments from time to time, the Advocate shall submit a detailed billing breakup to me/us in due course of time. This billing breakup shall be discussed and approved by me/us and shall form the basis for the Advocate to raise his invoice(s).

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this \_\_\_\_\_\_\_\_\_\_\_\_

day of \_\_\_\_\_\_\_\_\_\_\_\_2024.

Accepted subject to the terms of fees.

Advocate Client Client