

HIGH COURT OF KARNATAKA, BENGALURU
NOTIFICATION
No.HCLC 74/2021, DATED 21.08.2023

The draft of “The Karnataka Courts – Service of Summons/Notice/Processes/Documents (Civil Proceedings) by Courier Rules, 2023” which the High Court of Karnataka proposes to make in exercise of powers under Part X and Order V, Rule 9 of the Code of Civil Procedure, 1908 and all other powers enabling it in this behalf, is hereby published, for information of all persons likely to be affected thereby and notice is hereby given that the said draft shall be taken into consideration immediately after 15 days from the date of publication of this notification in the Official Gazette.

Any objections or suggestions which may be received from any person with respect to the said draft by the High Court of Karnataka before the above specified period will be considered. Objections or suggestions may be addressed to the Registrar General, High Court of Karnataka, Bengaluru-560 001.

CHAPTER I
GENERAL

1. Background, object and Purpose:

One of the issues affecting the judicial proceedings, is the service of Summons/Notice/Process/Documents, this leads to considerable delays in the administration of justice. It is but required to harness the available technology and resources to address this issue. These rules are formulated to provide for expeditious service of summons/notice/process/documents by adopting quick modern and quick means of communication. Courts/Tribunals to apply these rules for effective service of summons/notice/process/documents.

2. Title and commencement:

(1) These Rules may be called “The Karnataka Courts –Service of Summons/Notice/Processes/Documents (Civil Proceedings) by Courier Rules, 2023”.

(2) They shall come into force with effect from the date of their publication in the Official Gazette.

3. Application:

These Rules shall apply to, all civil proceedings pending before the High Court of Karnataka, District Court, any Subordinate Court or Tribunals in the State of Karnataka.

4. Definitions: Unless the context otherwise warrants,

- a) “*Approved Courier Agency*” means the Courier Agency on the panel of Approved Couriers.
- b) “*Central Project Coordinator*” means the Central Project Coordinator of the High Court of Karnataka.

- c) “**Chief Justice**” means the Chief Justice or the Acting Chief Justice of the High Court.
- d) “**Case information System or CIS**” means the software got developed by the e-Committee of the Supreme Court of India.
- e) “**Civil Proceedings**” the term Civil Proceedings shall mean and include all proceedings before Courts and Tribunals other than Criminal Proceedings.
- f) “**Code**” means Code of Civil Procedure, 1908.
- g) “**Courier**” or “**Courier Agency**” means any person/entity engaged in the door-to-door transportation of time-sensitive documents, goods or articles utilising the services of a person, either directly or indirectly, to carry or convey such documents, goods or articles;
- h) “**Court**” means the Court which has ordered the issuance of Summons.
- i) “**District Level Monitoring Committee (DLMC)**” means the Committee constituted by the Recommendation and Monitoring Committee (RMC) for each District, consisting of the Principal District Judge or District Judge, Additional District Judge and a Senior Civil Judge in the said District.
- j) “**High Court**” means the High Court of Karnataka.
- k) “**National Service and Tracking of Electronic Processes (NSTEP)**” means the Application for service of Summons developed by the e-Committee of the Supreme Court of India.
- l) “**Package**” includes the envelopes, packets, parcels containing Summons, Notice, documents or other communications of the Court handed over for services to the Approved Courier Agency.
- m) “**Principal District Judge or District Judge**” means the District and Sessions Judge of a District in the State of Karnataka, who is the administrative head of the respective District Judiciary .
- n) “**Recommendations and Monitoring Committee (RMC)**” means the Committee constituted by the Chief Justice of the High Court, consisting of the Registrar General, Registrar (Computers), Registrar (Judicial), Central Project Co-ordinator and one District Judge (Selection Grade/Supertime Scale) nominated by the Chief Justice.
- o) “**Registrar General**” means the Registrar General of High Court.
- p) “**Registrar (Computers)**” means the Registrar (Computers) of the High Court.
- q) “**Registrar (Judicial)**” means the Registrar (Judicial) of the High Court.
- r) “**Registry**” means the administrative wing of Court/Tribunal.
- s) “**Tribunal**” means any Tribunal coming under the supervisory jurisdiction of the High Court.

CHAPTER II COMMITTEES

5. The Chief Justice may constitute a ‘**Recommendation and Monitoring Committee**’ (**RMC**) consisting of:-

- 5.1 Registrar General, as head of the Committee (ex-officio);
- 5.2 Registrar (Computers)(ex-officio);
- 5.3 Registrar (Judicial) (ex-officio);
- 5.4 Central Project Co-ordinator (ex-officio);
- 5.5 One District Judge (Selection Grade/Supertime Scale) nominated by the Chief Justice.

6. District Level Monitoring Committee (DLMC): The Chief Justice may constitute a DLMC consisting of:-

- 6.1 Principal District Judge, as head of the Committee (ex officio);
- 6.2 One Additional District Judge in the said District nominated by the Chief Justice;
- 6.3 One Senior Civil Judge working in the said District nominated by the Chief Justice.

CHAPTER III

Selection of Courier Agencies and Services by Courier Agencies

7. Application Process: The RMC shall invite Applications from the Courier Agencies, for empanelment, on the terms and conditions laid down in these Rules and other directions and instructions issued by the High Court from time to time, within a specified period as given in the notification. The application will be issued in Form 'A' appended to these rules and as may be amended from time to time by the RMC and approved by the Chief Justice. Modifications could be made by the RMC to Form 'A' with the approval of the Chief Justice.

8. The RMC shall on receipt of the Applications prepare a panel of all the Applicants taking into consideration:-

- 8.1 The reputation of the Courier;
- 8.2 The past record of the Courier;
- 8.3 Structure of the organisation of the Courier and its network, including the financial capacity and standing;
- 8.4 Availability of a suitable Information Technology Infrastructure so as to effect delivery of summons/Notice/process/documents process in a manner similar to NSTEP, with ability to integrate with CIS;
- 8.5 The experience and capacity of the Courier to provide the desired service;
- 8.6 Willingness to abide by the terms and conditions as laid down in these rules; and
- 8.7 Readiness to fulfil the criterion laid down by the High Court.

9. The RMC, after preparing the proposed panel shall place it before the Chief Justice for consideration and approval of the panel of Approved Courier Agencies or part thereof.

10. The Registrar General shall with the approval of the Chief Justice, intimate the Approved Courier Agencies of their empanelment.

11. Agreement and Undertaking: Every Approved Courier Agency shall enter into an agreement in Form 'B' as may be amended from time to time by the RMC and approved by the Chief Justice and shall also file an undertaking before the Registrar General, stating therein:-

- 11.1 That the Approved Courier Agency shall be solely responsible for the safety and security of the documents/goods to be delivered by it.

- 11.2 That the Package handed over to the Approved Courier Agency shall be handled only by its regular employees who can read and write Kannada and English languages.
- 11.3 The person delivering the package/document is trained in using NSTEP, where made available.
 - 11.3.1 The Courier Agency shall have to at its cost, equip the person delivering the package/document on the addressee with a smart phone capable of installing the National Service and Tracking of Electronic Processes (NSTEP) application.
 - 11.3.2 That the Approved Courier Agency shall make use of the NSTEP application for the purpose of service of Summons/Process/Package, and follow the Process stipulated therein.
- 11.4 In the event of NSTEP not being made available.
 - 11.4.1 The Courier Agency shall at its cost develop and equip the person delivering the package/document on the addressee with a smart phone capable of installing a software similar to National Service and Tracking of Electronic Processes (NSTEP) application, with the prior approval of the RMC (Approved Software).
 - 11.4.2 The Approved Courier Agency shall make use of the Approved Software application for the purpose of Service of Summons/Notice/Process/Package.
- 11.5 The approved Courier Agency shall by electronic means confirm to the Registry the delivery of package.
- 11.6 The unserved package with a proper report in legible handwriting shall be filed with the Registry within 15 days under acknowledgement from the Registry.
- 11.7 In case of refusal by the addressee, the name and designation of the person refusing to receive the package and if the person is other than the addressee, his/her relationship with the addressee, shall be clearly mentioned on the unserved package.
- 11.8. If the service of Summons is disputed, the person serving the Summons/Notice/Process/Package or an officer of the courier agency being in charge of the operation of the Courier Agency shall appear and depose before the Court.

12. The RMC at the State level and DLMC at the District level shall monitor the functioning of the Approved Courier Agency and prepare reports on quarterly basis with regard to:

- 12.1 Timely delivery of Summons, Process or Packages.
- 12.2 Grievances received against the Approved Courier Agency.
- 12.3 Service quality.
- 12.4 Implementation of NSTEP or the Approved Software.

13. Removal of Courier Agency from the panel:

- 13.1 An Approved Courier Agency shall be liable to be removed from the panel:
 - 13.1.1 If it is found by the RMC that the Courier Agency has made false statement in the application.
 - 13.1.2 If it is held by the Court that the person employed by the Approved Courier Agency to deliver the Summons or Package entrusted to the Courier Agency, has filed a false affidavit or given a false report, before the Court.
 - 13.1.3 If it is found by the DLMC or the RMC as the case may be, that the Courier Agency is not functioning as per the parameters in Clause 13 above.
 - 13.1.4 If it is found that the Courier Agency has committed any act or omission which in the opinion of the Registrar General is a sufficient ground for its removal.
- 13.2 If the RMC comes to a conclusion that a Courier Agency has done something which makes it liable to be removed from the panel, an explanation from the Courier Agency shall be called for explaining as to why it should not be removed. The RMC shall place the reply before the Registrar General, who may after considering the reply of the Courier Agency remove it from the panel or pass such orders or give such directions as the Registrar General may consider appropriate. The Courier Agency shall not be entitled to personal hearing.

CHAPTER IV

Service by 'Courier or Courier Agency'

14. Address/contract details for Service: A party intending to send any Summons/Notice/Process/Documents to the other Party by Courier Service shall, if not already provided as required under Order VI of the Code of Civil Procedure or if there is any change in the address provide the complete and current/changed address of the other party or a party to whom it would like to serve by Courier Service, in the appropriate/designated Form of Appendix B of Civil Procedure Code.

15. Fees: The Summons/Process/Notice would be sent by Courier Service after the Party has deposited the fee at such rate as may be determined by RMC and approved by the Chief Justice.

16. Service of Summons/Notice etc.: The Summons/ Process /Notice in the formats provided in Appendices to the Code with suitable changes as approved by the High Court and signed by the Presiding Officer of the Court or any other officer authorised by the High Court or the District Judge in this behalf, shall be sent to the address of the other Party, wherever necessary with copies of the documents as mentioned in Rule 9 of Order VII of the Code of Civil Procedure.

17. Procedure to be followed for generating Summons: –

17.1 The address for purposes of service of Summons/Process etc., by Courier shall be that shown in the cause title in the proceeding. In the event of service being required to be effected on any additional address the party intending such service shall provide the same.

17.2 The Party intending to serve Summons/Process etc., shall provide photocopies of all documents which are required or ordered to be sent with such Summons/Process etc.,

17.3 The Registry shall generate summons through the Case Information System (CIS) Software using the requisite credentials.

18. Delivering the Summons/Notice etc., to the Approved Courier Agency for service:

18.1 Judge or the authorised official of the Registry shall sign the said Summons/Notice/Process etc.

18.2 The Registry shall transmit the Summons/Notice etc., to the Approved Courier Agency using the NSTEP Application in CIS, if made available.

18.3 If NSTEP is not made available, the Registry shall transmit the Summons/Notice etc., to the Approved Courier Agency using the Approved Software integrated with CIS.

18.4 Registry shall maintain record of the Summons/Notice etc., issued through Courier.

CHAPTER V Miscellaneous

19. Summons to witnesses: These rules shall also apply to the service of Summons to witness or summons for production of documents or other materials objects or for appearance of any person.

20. Notice or other communication during the proceedings: The Court may direct that a notice or any other communication in any proceedings before it, may be sent by Courier.

21. Saving of the powers of the Court: Nothing in these rules shall be deemed to limit or otherwise affect the power of the Court relating to service of Summons/Notice or other communications as given in the Code or any other law for the time being in force.

FORM 'A'
HIGH COURT OF KARNATAKA
GENERAL BRANCH
LAST DATE OF APPLICATION:-

No:

Dated:

NOTICE INVITING APPLICATIONS FOR COURIER SERVICES:

Sealed Applications are invited, as per pro-forma enclosed herewith, from reputed firms, companies or other Body Corporate in the field of courier services for empanelment of courier agencies for delivery of Summons/Process/Notice/Documents/Packages/Letters etc. dispatched from High Court of Karnataka and/or any Court in its superintendence to every nook and corner of the Country and outside India for a period of 3 (Three) years from the date of Empanelment of the Applicant.

Preference will be given to the Courier having features such as security, speed, tracking, including the ability to deploy the **NSTEP application** developed by the e-Committee of the Supreme Court, Information Technology and tracking system similar to that of NSTEP available with the Courier, specialised and individualised service, committed delivery time and large network throughout the Country, including remote areas as well as adequate arrangement for service outside India.

TERMS AND CONDITIONS:

1. The Applicant shall be required to furnish details about its present business, permanent address, complete networking in the Country and outside, audited accounts for the past three years, experience in the field of courier services and list of valued/important clients, a break-up of Courier parcels delivered city-wise/town-wise/village-wise in the Country and outside India and details of litigation in which it is a party, if any, before any of the Court/Tribunal/Consumer Forum, in the Country, compulsorily as per Annexure 'A'.
2. Two separate sealed envelopes should be used for submitting (i) Application and (ii) Security Deposit, on each envelope superscribing (a) Application for Courier Services and (b) Security Deposit for Courier Services.
3. The Applicants are required to quote their lowest competitive rates for courier services to be provided throughout India and outside India. Separate rates may be quoted for local delivery within various cities of Karnataka, to other cities/towns/hobli/villages in Karnataka, inland delivery outside Karnataka and delivery in other countries.
4. The Applicant is required to furnish the minimum and maximum time-lines for delivery within various cities in Karnataka, to other cities/towns/hobli/villages in Karnataka, inland delivery outside Karnataka and delivery in other countries.
5. The rates quoted by the Applicant for courier services should be valid for a period of three years from the date of empanelment.

6. The Applicants are required to send their Application along with a Demand Draft of Rs.1,00,000 (Rupees one lakh only) drawn in favour of the “Registrar General, High Court of Karnataka” as a security deposit, which will be refunded to the unsuccessful Applicants on their written request with respect thereto. The name of the firm, telephone number and ‘Courier Service’ may be written on the reverse side of the Demand Draft.
7. The empanelled Applicant is required to maintain a deposit Rs.5,00,000 (Rupees Five Lakhs only) as a Performance Security Deposit within one week from the date of receipt of acceptance letter after adjusting Rs.1,00,000 already deposited with the Application as a security deposit, which will be refunded free of interest on completion of the contractual period successfully and after two months from the payment of the last bill.
8. It is made clear that the empanelment is not exclusive and further there is no assurance of volume of entrustment of services.
9. The empanelled agency shall be solely responsible for the safety, security, confidentiality and privacy of the Summons/Process/ Notice/Documents/ Packages/Letters etc., to be delivered by it.
10. Payment shall be made to the empanelled agency on the basis of a monthly billing system, on the submission of bills, along with proof of delivery or return of Summons/Process/Notice/Documents/ Packages/Letters etc. to the concerned Court.
11. The service provider shall make use of the NSTEP application for service of Summons/Notice/Processes etc., when made available.
12. In the event of service not being effected, the unserved Article shall be returned to the Registry within a period of 15 days of its dispatch against acknowledgement from the Registry. The Courier Agency shall mark the reason for the Article not being served on the addressee in the prescribed format as per **Form ‘C’** hereto. In case of refusal by the addressee, the name and designation of the person refusing the service of Article or his relationship with the addressee shall be clearly mentioned on the unserved Article.
13. With every proof of delivery returned after the service of the Article, the responsible officer, appointed to manage its counter in the concerned Court’s complex, will file his/her own affidavit in support of the service of the post article or its non-delivery, as the case may be, in the format approved by the Recommendation and Monitoring Committee.
14. No charges shall be paid to the service provider if neither proof of delivery nor unserved letter, Notice/summon or parcel is returned back to the concerned Court under acknowledgement within the stipulated period and/or the delivery was not effected without valid reason within the stipulated period.
15. There shall be a penalty of an amount equivalent to double the charges payable to the Courier for each consignment for which neither satisfactory proof of delivery nor returned envelope is provided back to the concerned Court within 15 days from the date of dispatch, and the same will be deducted from the bill of current or coming month/security deposit.

16. The Courier Agency shall have to collect envelopes from and provide proof of delivery/unserved envelopes to Dispatch/Establishment Section of the concerned Court under acknowledgement.

17. The service provider shall necessarily have to accept, for delivery, all the envelopes/letters/parcels etc., which bear the adequate address of the addressee. The RMC will deal with the Applicants directly, and no middlemen/agents/commission agents etc., should be asked by the Applicants to represent their cause, and they will not be entertained by the RMC.

18. The RMC reserves the right to reject or accept any or all the Applications, wholly or partly, without assigning any reason thereof.

19. Over-writing, over-typing or erasing of the figures are not allowed and shall render the Application invalid if it appears to be doubtful or ambiguous.

20. The Applicant acknowledges that the Applicant, if selected and empanelled with receive information from the Court, all such information will have to be treated as confidential without any discrimination. The information made available to the Courier Agency shall be returned to the RMC within 15 days of the completion of the term or removal of the Courier Agency from the panel of approved courier Agencies, whichever is earlier. The Courier Agency shall not retain any information at its end; if they are in electronic form, a copy thereof would be furnished to the RMC, and the data available with the Courier Agency will be destroyed within 30 days of completion of the term or removal of the Courier Agency from the panel of approved couriers Agencies.

21. Even after empanelment, the High Court reserves the right to remove the Courier Agency from the panel if the services are not found satisfactory, or that instances covered by clause 14 and/or 15 are high during any given period or in case of deficiency of service, and to entrust the work to another empanelled Courier, and to recover the entire expenses from the Courier who committed default.

22. The High Court also reserves the right to terminate the contract if it considers so necessary for any administrative reasons.

Interested parties may send their sealed Application in two separate sealed envelopes, one for submitting the Application and another containing Earnest Money, on each envelope superscribing (i) Application for Courier Services and (ii) Earnest Money for Courier Services addressed by name to the undersigned so as to reach on or before..... upto p.m. which will be opened at p.m. on the same day in Room No..... by the RMC constituted for the purpose before the Applicants or their authorised representatives who may wish to remain present. The Applications received after due date and/or time and/or without Earnest Money shall not be entertained.

Model Agreement

(To be finalised by the RMC and approved by the Chief Justice)

AGREEMENT FOR PROVIDING COURIER SERVICES

THIS AGREEMENT made and entered on this _____ day of _____2023, at Bengaluru.

BETWEEN

High Court of Karnataka

(hereinafter referred to as “High Court”, which expression shall, unless repugnant to context and meaning hereof, mean and include its Successors and assigns ON THE ONE PART.

AND

-----, a Company registered under the Companies Act, 1956 and having its Registered Office at ----- and its Branch office at ----- (hereinafter referred to as “Service Provider”, which expression shall unless it be repugnant to context and meaning hereof, shall be deemed to include its successors and assigns) on the other part.

(High Court of Karnataka and the Service Provider are collectively referred to as “the Parties” and individually as “the party”)

1. WHEREAS:

- 1.1 High Court of Karnataka desires to empanel courier agencies for the purposes of rendering courier services to deliver summons/notice/process etc.,.
- 1.2 The Service Provider is in the business of providing courier services.
- 1.3 The Service Provider represented its willingness to be so empanelled and has further represented to the High Court of Karnataka that they have the requisite expertise, resources and skilled personnel for providing the services and is desirous of providing the same to the High Court of Karnataka.
- 1.4 High Court of Karnataka has agreed to avail the services offered by the Service Provider inter alia for service of Summons/Notice/process.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

2. Definitions: Unless the context otherwise warrants,

- a) “*Approved Courier Agency*” means the Courier Agency on the panel of Approved Couriers.

- b) “**Central Project Coordinator**” means the Central Project Coordinator of the High Court.
- c) “**Chief Justice**” means the Chief Justice or the Acting Chief Justice of the High Court.
- d) “**Case information System or CIS**” means the software got developed by the e-Committee of the Supreme Court of India.
- e) “**Court**” means the Court which has ordered the issuance of Summons.
- f) “**District Level Monitoring Committee (DLMC)**” means the Committee constituted by the Recommendation and Monitoring Committee (RMC) for each District, consisting of the Principal District Judge or District Judge, Additional District Judge and a Senior Civil Judge in the said District.
- g) “**High Court**” means the High Court of Karnataka.
- h) “**National Service and Tracking of Electronic Processes (NSTEP)**” means the Application for service of Summons developed by the e-Committee of the Supreme Court of India.
- i) “**Package**” includes the envelopes, packets, parcels containing summons, Notice, documents or other communications of the Court handed over for services to the Approved Courier Agency.
- j) “**Principal District Judge or District Judge**” means the District and Sessions Judge of a District in the State of Karnataka, who is the administrative head of the respective District Judiciary.
- k) “**Recommendation and Monitoring Committee (RMC)**” means the Committee constituted by the Chief Justice of the High Court, consisting of Registrar General, Registrar Computers, Registrar Judicial, Central Project Coordinator, and One District Judge (Selection Grade/Supertime Scale) nominated by the Chief Justice.
- l) “**Registrar (Computers)**” means the Registrar Computers of the High Court.
- m) “**Registrar General**” means the Registrar General of the High Court.
- n) “**Registrar (Judicial)**” means the Registrar Judicial of the High Court.
- o) “**Registry**” means the administrative wing of Court/Tribunal.
- p) “**Tribunal**” means any Tribunal coming under the supervisory jurisdiction of the High Court.

3. SCOPE AND STANDARD OF SERVICES:

- 3.1. Service Provider hereby agrees to provide Courier Services and High Court of Karnataka hereby agrees to permit the Service Provider to render Courier services to the High Court, Courts, Tribunals, Advocates/Advocate Clerks/Litigants etc.,
- 3.2. In rendering the services, the Service Provider warrants that:
 - 3.2.1. It shall observe the best service quality standards and ensure that Service Provider renders its obligations to the satisfaction of the RMC.
 - 3.2.2. It shall meet the various deadlines and standards as more particularly mentioned in Annexure to this Agreement.
 - 3.2.3. It shall discuss and review its progress on a regular basis as and when required by the RMC.

3.2.4. It shall extend services during the validity period of this Agreement.

4. TENURE OF THE AGREEMENT: The Agreement is effective from ----- 2023 to ----- 2026.

- 4.1. High Court of Karnataka, at its sole discretion, reserves the right to extend the period of this Agreement for a further period of 2 years by serving a letter in writing on the Courier Agency on the same terms and conditions of this Agreement.
- 4.2. In case the services under this Agreement is continued for a further period without execution of another agreement, then such period of extension will be governed by the same terms and conditions of this Agreement until a new agreement is executed in writing by the parties.

5. CONSIDERATION:

- 5.1. In consideration of Service Provider rendering Courier Services in respect of delivery of various parcels, the person availing such service be it High Court, Courts, Tribunals, an Advocate/Advocate Clerk or Litigant shall pay to Service Provider charges as mentioned against each service more particularly described in **Annexure-A hereto**. The service provider shall not claim any other charges in view of any change of circumstances/laws etc.
- 5.2. It is hereby clarified that the High Court, Court or Tribunal is not required to make payment of any amounts other than towards services availed directly the High Court, Court or Tribunal.
- 5.3. No charges shall be paid to the service provider if neither proof of delivery nor unserved letter, notice/summon or parcel/package is returned back to the concerned Court under acknowledgement within the stipulated period and/or the delivery was not effected without valid reason within the stipulated period.
- 5.4. There shall be a penalty of an amount equivalent to double the charges payable upon the Service Provider for each consignment for which neither satisfactory proof of delivery nor returned envelope is provided back to the concerned Court within 15 days from the date of dispatch, and the same will be deducted from the bill of current or coming month or the security deposit as the case may be, on any such deduction, it would be the duty and obligation of the Service Provider to make further deposit into the security deposit amount so as to maintain the requirements of security deposit at all times. The courier agency shall collect and furnish a copy of photo identity of the addressee/recipient as far as possible.

6. STANDARD TERMS AND CONDITIONS:

- 6.1. **Rates:** - Service Provider will be entitled to receive the amounts as per **Annexure A** to this Agreement for its services.

- 6.2. No escalation in rates on any account will be permitted during the contractual period.
- 6.3. Security of the deliverables shall be the sole responsibility of the Service Provider; Service Provider shall give utmost care and consciousness while dealing with the deliverables of the Court.
- 6.4. Service Provider confirms that it holds all valid licenses, registration and permissions that are required under the applicable laws for carrying out this activity and render services.
- 6.5. Service Provider should comply with applicable Union, State and local laws, ordinance, regulations in performing its obligations, including obtaining of licenses, permissions, certificates, etc., payment of taxes, if required.
- 6.6. The Service Provider should comply with all the Labour Legislation in the State of Karnataka prevailing and as applicable from time to time in the State of Karnataka.
- 6.7. The High Court reserves the right to avail the same type of services from more than one agency.

7. OBLIGATIONS OF THE SERVICE PROVIDER: The Service Provider:

- 7.1. Shall render the Services in terms of prevailing laws of the Country.
- 7.2. Will have to necessarily make use of the NSTEP application for service of processes if made available.
- 7.3. In case the NSTEP application is not made available, the Approved Software Application can be used.
- 7.4. In case of service not being affected, the returned envelope with a proper report in legible handwriting would have to be submitted to the concerned Court within a period of 15 days, under acknowledgement from the designated officer.
- 7.5. In case of refusal by the addressee, the name and designation of the person/s refusing the Package or his relationship with the addressee shall be clearly mentioned on the unserved Package. The Courier Agency shall collect and furnish a copy of photo identity of the addressee/recipient as far as possible.
- 7.6. With every proof of delivery returned after the service of Summons/Notice/process, the responsible officer, appointed to manage its counter in the concerned Court's complex, will file his/her own affidavit in support of the service of the Summons/Notice/ process or its non-delivery, as the case may be, in the format approved by the RMC.

- 7.7. shall have to collect envelopes from and provide proof of delivery/unserved envelopes to Dispatch/Establishment Section of the concerned Court under acknowledgement.
- 7.8. Shall necessarily have to accept, for delivery, all the Summons/Notice/process etc., which bear the adequate address of the addressee.
- 7.9. Shall not do or cause to be done anything, which is prejudicial to the interest of High Court or whereby the reputation of the Court may be injured or damaged.
- 7.10. Shall maintain in full force and effect all applicable licenses, permits, registrations and permissions as may be required for the purpose of rendering the Services under this Agreement and for matters incidental thereto.
- 7.11. Shall maintain all books of accounts, records, documents, including accounting records and records relating to its Staff and the records required to be maintained, under this Agreement. Such documents shall be maintained during the term of this Agreement and for a period of two years thereafter.
- 7.12. Shall comply with all statutes, rules and regulations applicable to it or to its Staff for the fulfilment of the terms of this Agreement.
- 7.13. Shall engage the requisite number of Staff for rendering of the Services in an efficient and timely manner and to supervise the work its Staff.
- 7.14. Shall ensure that necessary due diligence is done for all its Staff at the time of appointment of such Staff.
- 7.15. Shall be solely responsible and liable for payment of salaries, wages, bonuses, payroll taxes or accruals in respect of its Staff engaged for delivering the services under this Agreement.
- 7.16. Shall be responsible for the documents/instruments handed over to/collected/received by Service Provider or its Staff and shall account for the same.
- 7.17. Shall not assign the Agreement and or any of its obligations under this Agreement to any third party without the prior written consent of the RMC. Subcontracting is not allowed.
- 7.18. Shall not enter into any agreement with any contractor or subcontractor in connection with the services to be provided under the terms of this Agreement without the prior written consent of the RMC.
- 7.19. Shall not engage any person with criminal record/conviction, and any such person shall be barred from participating directly or indirectly in providing the Services under this Agreement.

- 7.20. Shall meet with RMC to discuss and review its performance and progress of the Services under this Agreement as may be stipulated by RMC.
- 7.21. Shall not make any representations or statements on behalf of the High Court, Court or Tribunal and shall not enter into any contracts on behalf of High Court, Court or Tribunal with any party/parties.
- 7.22. Shall clearly inform its Staff that they will have no claim whatsoever on the High Court, Court or Tribunal and shall not raise any industrial dispute, either directly or indirectly, with or against the High Court, in respect of any of their service conditions or otherwise.
- 7.23. Shall provide all materials and equipment required by its Staff for the due performance of its obligations hereunder.
- 7.24. In the event, that the nature of the Services to be rendered by Service Provider require its Staff to enter the premises of the High Court, Court or Tribunal, Service Provider shall:
 - 7.24.1. Ensure that its Staff follow and comply with the instructions (oral or written or both) issued by RMC to the Service Provider or to its Staff from time to time in this regard.
 - 7.24.2. Use the area specifically allotted to Service Provider for rendering the Services and performing its obligations under this Agreement.
 - 7.24.3. Ensure that its Staff observes all security guidelines of the Court from time to time.
 - 7.24.4. Keep the fixtures, fittings, equipment and documents and properties of the Court installed at area allotted to Service Provider, clean and in good condition and shall not inflict any damage whatsoever to these assets of the Court/Tribunal.
 - 7.24.5. Where Service provider operates at locations outside the premises of the Court, it shall comply with all of the Court's standards/security procedures at such locations and shall deal promptly and courteously with the Staff of the High Court, Court, Tribunal, Advocates/Advocate Clerks/Litigants etc.,
 - 7.24.6. Observe and perform all such additional conditions, covenants, undertakings that may be made from time to time by RMC in its sole discretion.
 - 7.24.7. To compensate the person who avails of courier service for any loss and/or damage caused to such person as a consequence of misconduct or negligence, forgery, fraud committed in person or in collusion with the third Party by all or any of its Company Staff.

8. ISOLATE THE IDENTIFIABLE INFORMATION:

- 8.1. The Service Provider hereby agrees to ensure that it is able to isolate and clearly identify information, documents (in hard copies or soft files), computerised data/information, records and assets to protect the confidentiality of the information provided either by the High Court or the person availing of such service.
- 8.2. The Service Provider shall ensure that the data received from the Court, Tribunal or any person availing the service are saved at its end for a period of at least twelve months from the date of receipt of such data.

9. AUTHORITY/CONFIDENTIALITY:

- 9.1. Service Provider recognises, accepts and agrees that all tangible and intangible information obtained/received/gained/developed or disclosed to Service Provider and/or Company Staff, including all details, documents, data, information and Court's practices and operation (all of which are hereinafter collectively referred to as "Confidential Information") that Service Provider and/or Company Staff may be, privy to, shall be treated as absolutely confidential.
- 9.2. The Service Provider irrevocably agrees, undertakes and ensures that:
 - 9.2.1. The Service Provider and all Company Staff shall keep all the Confidential Information as secret and confidential and shall not disclose the same, at all to any person/s at any time or use, nor shall allow to be used for any purpose other than as may be necessary for the due performance of - Service Provider's obligations under this Agreement.
 - 9.2.2. It shall not disclose or publish on its own or through anyone else, the existence or the terms or conditions of this Agreement including any information received under this Agreement to any third party unless such disclosure or publication is strictly required by law or specifically permitted by RMC in writing.
 - 9.2.3. The Confidential Information will not be used or permitted to be used by its Staff in any manner even after the term/termination of this Agreement.
 - 9.2.4. Service Provider shall be responsible for any act/deed done contrary to the above terms and indemnify the Court, Tribunal or the person availing the service for any loss/damage that may be caused to or suffered by the Court, Tribunal or the person availing such service due to such acts.
- 9.3. In the event of a breach or threatened breach by Service Provider of the aforesaid clause, High Court, Court or Tribunal shall be entitled to injunctive

relief in addition to monetary damages to restrain Service Provider from any such breach, threatened or actual.

- 9.4. The provisions of the aforesaid clauses and the indemnity contained therein shall survive, even after the termination or expiry of this Agreement.
- 9.5. If Service Provider is directed by a Court or by a Regulator to disclose information or documents relating to the services provided including confidential information, it shall notify RMC and the person availing such service in writing, along with a copy of such order/notice, in sufficient detail immediately upon receipt of such orders in order to permit the High Court or the person availing such service to make an application for an appropriate protective order and provide such information/ documents as may be advised by RMC or the person availing such service in writing.

10. SECURITY AND CONTROL PROCESSES:

- 10.1. Service Provider hereby agrees to have sufficient security practices; control processes and checks in respect of the services rendered at its premises or in Court's premises on a regular basis.
- 10.2. Service Provider shall monitor on regular basis and disclose any breaches in the security practices/processes and controls to RMC.

11. MONITORING AND ASSESMENT:

- 11.1. Service Provider shall undertake to provide regular updates at such intervals as may be specified by RMC with respect to Services provided in terms of this Agreement.
- 11.2. Service Provider hereby agrees to ensure that high standards of care in performing the Services in terms of this Agreement are maintained at all times.
- 11.3. Service Provider hereby agrees that the RMC has the right to intervene and recommend appropriate measures to render services, which recommendation shall be implemented by the Service Provider.

12. FINANCIAL/OPERATIONAL REVIEW: Service Provider agrees to provide on quarterly, half yearly or annual basis all the required information pertaining to its financial and operational condition to enable RMC to assess and analyse the ability of Service Provider to continue to meet its obligations under this Agreement. The assessment of RMC in this regard will be final and binding on Service Provider.

13. TAXES:

- 13.1. The Service Provider shall be solely liable for the payment of all taxes, duties, fines and penalties by whatever name called as may become due and payable under any law, rules or regulations as applicable from time to time in relation to the Services hereby agreed to be rendered.

- 13.2. High Court shall be entitled to deduct tax at source on payments made to the Service Provider in accordance with the applicable provisions of law. The Service Provider shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by High Court.
- 14. INSURANCE:** The Service Provider shall maintain at its sole expense, throughout the tenure of this Agreement and the extensions thereto, sufficient insurance coverage in respect of all possible threats/losses that may result from the obligations under this Agreement and in the form and manner satisfactory to RMC and shall also submit a copy of the policy to RMC.
- 15. GENERAL PROVISIONS:**
- 15.1. **Paragraph Headings:** Paragraphs headings are for convenience only and shall not be a part of the terms and conditions of this Agreement.
- 15.2. **Waiver:** Failure by the Court at any time to enforce any obligation of Service Provider to claim a breach of any term of this Agreement or to exercise any power agreed to hereunder, will not be construed as a waiver of any right, power or obligation under this Agreement and it will not affect any subsequent breach and will not prejudice the High Court as regards any subsequent action.
- 15.3. **Severability:** If any term or provision of this Agreement should be declared invalid, the remaining terms and provisions of this Agreement shall remain unimpaired and will remain in full force and effect.
- 15.4. **Modification:** No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by High Court and Service Provider Company.
- 15.5. **Staff:** It is agreed that under no circumstances and/or at no point of time any Staff of the Service Provider shall be or construed to be the employees of the High Court.
- 16. ASSIGNMENT AND SUB-CONTRACTING:**
- 16.1. Service Provider shall not assign, delegate, sub-contract or transfer any of its responsibility or any right or obligation contained in this Agreement to any agent and/or sub-agent without prior written permission of RMC, which permission may be denied by RMC solely in RMC's discretion.
- 17. NON EXCLUSIVE AGREEMENT:** It is expressly agreed and understood between the parties hereto that:
- 17.1. This Agreement is on a non-exclusive basis and Service Provider does not have any exclusive right to provide the services to the High Court, Court, Tribunal, Advocate or Litigant.

17.2. High Court is free to engage as many companies/firms, to provide the services at the High Court's sole discretion.

17.3. Service Provider does not now have nor in future raise any objections to any such arrangements by High Court to any other companies/firms or otherwise.

18. COMPLETE AGREEMENT: This Agreement supersedes any and all agreements, contracts or addenda relating to the said services performed by Service Provider. This Agreement together with Annexures is the entire Agreement and it cannot be changed or terminated orally. No modification of this Agreement shall be binding unless communicated in writing, agreed upon and signed by High Court and Service Provider.

19. INDEPENDENT SERVICE PROVIDER:

19.1. This Agreement is on a principal-to-principal basis and does not create any employer-employee relationship.

19.2. Service Provider shall provide the services hereunder as an independent service provider and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the High Court, Court, Tribunal, person availing service and Service Provider.

19.3. Service Provider, its staff or its agents have no authority to bind the High Court, Court or Tribunal in any manner by any action/representation whatsoever.

20. INDEMNITY: Service Provider hereby agrees and undertakes unconditionally and irrevocably to indemnify, keep indemnified and hold harmless the High Court, Court, Tribunal and its employees against all losses, claims including third party claims, damages, penalties, costs or expenses, duties, of any kind whatsoever which may arise on account of proven warranty representations, unauthorised acts, fraud, deed or loss in transit against or be incurred by the High Court, Court or Tribunal and or its employees or by the person availing services from the Service Provider as a result of any act, omission or commission, negligence or any other reasons whatsoever, on the part of Service Provider or any of its staff.

21. TERMINATION AND CONSEQUENCES:

21.1. Without prejudice to the provision relating to term of this Agreement, the High Court may terminate this Agreement, by giving 15 days notice in the event of breach of this Agreement by Service Provider.

21.2. The termination of this Agreement shall not affect the rights, remedies and obligations of the parties accruing prior to such termination.

21.3. Notwithstanding the aforesaid, this Agreement may be terminated by the High Court before the term of this Agreement by giving the Service Provider 30 days prior notice in writing.

- 21.4. The provisions of this Clause shall not preclude High Court from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.
- 21.5. Service Provider shall upon termination of this Agreement forthwith hand over to RMC all documents, material and any other property belonging to High Court including any confidential information.

22. EVENTS OF BREACH:

- 22.1. Non observance of the provisions of this Agreement by Service Provider.
- 22.2. Negligence on the part of Service Provider in rendering the services.
- 22.3. In the opinion of RMC, the performance of Service Provider is not in accordance with the service standards expected.
- 22.4. In case Service Provider fails to meet its debts as they become due, or a petition under the Insolvency and Bankruptcy Code is filed against the Service Provider, if Service Provider fails to make an arrangement for the benefit of its creditors, goes into Corporate Insolvency Resolution Process.
- 22.5. If Service Provider ceases to do business in a normal and customary manner.
- 22.6. If in the opinion of RMC, the interests of the Court are jeopardised in any manner whatsoever

23. SURVIVAL OF PROVISIONS & RIGHTS:

- 23.1. The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive any termination of this Agreement.
- 23.2. All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly and concurrently.

24. SUCCESSORS: This Agreement binds the heirs, executors, administrators, and successors and permitted assigns with respect to all covenants herein, and cannot be changed except by written Agreement signed by both the Parties.

25. ARBITRATION & JURISDICTION:

- 25.1. In the event of any dispute or difference of opinion between the parties arising out of or in connection with this Agreement or with regard to performance of any obligations by either Party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation.
- 25.2. However, if the same still remains unresolved, then such dispute, difference or question in respect of this Agreement or the subject matter thereof, shall be referred to for the decision of a Tribunal consisting of three Arbitrators, one to

be appointed by each Party and the Presiding Arbitrator to be appointed by the two nominee Arbitrators.

25.3. The Award of the Arbitrators shall be final and binding on the parties, and the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof shall apply to such Arbitration and carried out under the aegis and as per the rules of the Arbitration Centre – Karnataka (Domestic and International) at present having its offices at Khanija Bhavan, Bengaluru.

25.4. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Bengaluru alone shall have the jurisdiction in respect of all matters connected with this Agreement.

25.5. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

25.6. Any Legal Disputes shall be subject to Bengaluru City jurisdiction.

26. **NOTICE:** All Notice to be given pursuant to the provisions of this Agreement shall be sent by hand delivery, registered mail, facsimile/fax or reputable courier service to the parties at the address mentioned in this Agreement.

27. This Agreement is executed in one set; the original shall be retained with High Court and Photocopy thereof to be kept with Service Provider.

IN WITNESS WHEREOF the parties hereto have set their respective hands, Seal on the day, month and year first hereinabove written.

SIGNED AND DELIVERED

on behalf of High Court of Karnataka
by

on behalf of _____ PRIVATE
LIMITED by its Director.

Witnesses

1

2

BY ORDER OF THE HIGH COURT OF KARNATAKA

Sd/-
REGISTRAR GENERAL