



High Court Advocates' Chambers and Parking Rules, 2026

PART - A

1. Title, commencement and extent of Rules

- (a) These rules shall be called “**High Court Advocates' Chambers and Parking Rules, 2026**”.
- (b) These Rules shall come into force with immediate effect.
- (c) These Rules shall apply to the allotment, security, maintenance, management, repair, upkeep, renovation and any activity to alter or add to the High Court Advocates' Chambers and Parking building, constructed, at Prayagraj.

2. Interpretation

In these rules unless the context otherwise requires-

- i. **'Advocate'** means a person enrolled as such by the Bar Council of Uttar Pradesh, who is an Advocate on Roll of the Allahabad High Court, at Prayagraj, holding valid Certificate of Practice, and who is a member of Bar Association, with voting right, or holds the designation of Senior Advocate conferred upon by High Court.
- ii. **'Advocate Allottee'** means eligible Advocate who is allotted - either an Advocate Chamber (whether as a Chief Tenant or Co-tenant), or a Consultation Seat, in a Common Hall, inside the New Facility.
- iii. **'Advocate Chamber'** means and includes all constructed lawyers' consultation chambers/rooms (of any size), inside the New Facility, that may accommodate such numbers of Advocates, as specified in **Schedule-I** to these Rules.
- iv. **'Allotment Committee'** means the Committee constituted under Rule 3(1) of these Rules.
- v. **'Allotment and Maintenance Committee'** means the Committee constituted under Rule 4(1) of these Rules.

- vi. **'Allotment List'** means the final list of all Eligible Advocates to whom allotment may be made, either of an Advocate Chamber or Consultation Seat, at the New Facility, under Rule 16(e) of these Rules.
- vii. **'Bar Association'** means the Allahabad High Court Bar Association, Allahabad or the Advocates' Association, Allahabad.
- viii. **'Canteen Contractor'** means a person who may be awarded contract to run one or more individual Canteen facility at the New Facility, from time to time.
- ix. **'Canteen Facility'** means the two constructed canteen halls (one on the 6th & another on the 9th floor of the New Facility) together with attached kitchen spaces etc. and permanent fixtures and other fittings inside the New Facility.
- x. **'Chief Justice'** means the Chief Justice of High Court of Judicature at Allahabad and includes the Acting Chief Justice.
- xi. **'Chief Tenant'** means and includes an Advocate Allottee to whom an Advocate Chamber is allotted, in that status, by the Allotment Committee or the Allotment and Maintenance Committee, as the case maybe.
- xii. **'Co-Tenant'** means an Advocate Allottee other than the Chief Tenant, to whom any Advocate Chamber is allotted by the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, against mutual consent of a Chief Tenant and that Co-Tenant.
- xiii. **'Common Area'** means, and includes any area, whether constructed or open to sky at the New Facility including all passages, driving lanes, corridors, waiting areas, lift lobbies, staircases, service rooms, if any, etc., not meant for allotment under these Rules.
- xiv. **'Common Hall'** means a hall inside the New Facility, as specified in **Schedule-II** to these Rules, that may be allotted to the Bar Association or to others to provide working spaces to persons who provide necessary services required by Advocates or as may be used for allotment of Consultation Seats to Eligible Advocates.
- xv. **'Common Table'** means, a large table or an arrangement of tables or workstations etc., put together with chairs, inside a Common Hall, earmarked for allotment of Consultation Seat.
- xvi. **'Consultation Seat'** means, table/workspace, on a Common Table in any Common Hall, allotted to an Eligible Advocate.
- xvii. **'Consultation Seat Allottee'** means, an Advocate less than 35 years of age, having under ten years of practice, who does not seek allotment of or is not allotted Advocate Chamber, for reason of being placed below the last Advocate Allottee allotted Advocate Chamber, either as Chief Tenant or Co-Tenant, on the strength of *inter se* seniority.

- xviii. **'Dedicated Online Portal'** means the Integrated Advocates' Chamber Allotment and Maintenance System and Banking Platform, designed and operated to facilitate all allotments and occupancy at the New Facility including Parking Spaces, by Eligible Advocates.
- xix. **'Designated Bank Account'** means the Savings Bank Account necessary to be opened and maintained by every Advocate Allottee, in his name, with the State Bank of India, High Court Branch, Prayagraj or such other bank as may be nominated by the Chief Justice, under Rule 19 of these Rules.
- xx. **'Elderly Advocate'** means an Advocate Allottee who is more than 65 years of age.
- xxi. **'Eligible Advocate'** means an Advocate who is eligible for allotment of either an Advocate Chamber or Consultation Seat, under these Rules, in order of *inter se* seniority. It includes a Lady Allottee and a Special Allottee.
- xxii. **'Furnishing and fittings'** means all furniture, curtains, curtain rods and any other accessory or fitting permitted to be installed in an Advocate Chamber, according to pre-approved plan or arrangement, by the Allotment Committee or the Allotment and Maintenance Committee, as the case may be.
- xxiii. **'Group Insurance'** and **'Accidental Death Insurance'** means and includes a group insurance scheme, accidental death insurance scheme and health insurance scheme.
- xxiv. **'High Court'** means The High Court of Judicature at Allahabad.
- xxv. **'Integrated Online Chamber Allotment System'** means the system operated on the Dedicated Online Portal to make the allotment of Advocate Chambers, Consultation Seats and Parking Spaces.
- xxvi. **'Lady Allottee'** means a female Advocate, who is allotted an Advocate Chamber, either as a Chief Tenant or Co-Tenant or is allotted a Consultation Seat.
- xxvii. **'Licensee'** means a Chief Tenant, Co-Tenant, Consultation Seat Allottee, Lady Allottee, Special Allottee, Canteen Contractor or any other person who is allotted any space under any name, for use in the New Facility, by way of a non-exclusive licensee, and nothing contained in these Rules shall be construed as creating any tenancy, sub-tenancy, leasehold right or any other proprietary interest in favour of such allottee.
- xxviii. **'Lien'** means a lien made in favour of the Bank that holds the Designated Bank Account, at such rates as may be prescribed under **Schedule-VI** to these Rules.
- xxix. **'Monthly rent'** means the amount to be charged (excluding taxes) from an Advocate Allottee, from month to month, against allotment of Advocate Chamber or Consultation Seat, inclusive of all user charges and right to park one two-

wheeled or one four wheeled vehicle only, at the Parking Facility (except on the second floor of the New Facility), during Court hours, on first come first serve basis, at rates specified in **Schedule-III** to these Rules, together with annual increment of Rs. 100 per person per month thereto.

xxx. **'New Facility'** means the High Court Advocates' Chambers and Parking building and the land appurtenant thereto, from the main gate on the South side to the gate adjacent to the Judges' Club on the North side, and from the fencing/boundary along the Thirty Court Room building on the East side, to Shambhu Barrack Road on the West side.

xxxii. **'Nominated Officer'** means an officer (of the Registry of the High Court), not below the rank of Registrar, nominated by the Chief Justice, to execute all agreements, under these Rules, on behalf of High Court.

xxxiii. **'Old Allottee'** means only an Eligible Advocate who has earlier been allotted in writing any Consultation Chamber or Consultation Space (by whatever name called), by the High Court, within the premises of the High Court, at Prayagraj.

xxxiv. **'Other Charges'** means and includes any liability either of any tax imposed by any government or other authority, under any law in force, on the New Facility or in relation to the use and/or occupation of or on any payment made by any Advocate Allottee, under these Rules.

xxxv. **'Parking Fees'** means the amount that an Advocate Allottee may be required to pay for Parking Space to be reserved for one four wheeled vehicle, on the second floor, exclusive of the Monthly rent, at rates specified in the first table in **Schedule IV** to these Rules.

xxxvi. **'Parking fine'** means the amount that an Advocate Allottee may be required to pay for any parking violations; in accordance with the second table in **Schedule-IV**.

xxxvii. **'Parking Space'** means the covered space constructed, in the basement, and on the first five floors of the New Facility, to park vehicles.

xxxviii. **'Penal Rent'** means the twice the monthly rent. It shall increase by a multiplicative factor of '2' at every subsequent quarter ending, of continued default.

xxxix. **'Permanent Committee'** means the Committee constituted under Rule 5 of these Rules.

xl. **'Petty Fines'** includes any fine that may be levied on any person in accordance with **Schedule-VII** to these Rules.

- xI. **‘Reserved Parking’** means one parking slot reserved on the second floor, for an Advocate Allottee, in order of age seniority, against payment of charges specified under the first table in Schedule-IV to these Rules.
- xII. **‘Roll of Advocates’** means a Roll of Advocates, maintained by the High Court, who are practising before this High Court, including Designated Senior Advocates.
- xIII. **‘Schedule’** means any Schedule to these Rules as may be amended by the Chief Justice from time to time, upon recommendation of the Allotment Committee or the Allotment and Maintenance Committee, as the case may be.
- xLIII. **‘Security Deposit’** means the amount of one-time deposit to be made by the eligible Advocate Allottee or Consultation Seat Allottee, at such rates as may be prescribed under **Schedule-V** to these Rules including demand of additional amount toward Security Deposit, under these Rules, arising from change of circumstances or revision of Security Deposit.
- xLIV. **‘Special Allottee’** means any Advocate Allottee who is a person entitled to the benefits of existing law pertaining to differently abled persons or persons with disabilities and who is allotted an Advocate Chamber, either as a Chief Tenant or Co-Tenant or is allotted a Consultation Seat.

PART – B

COMMITTEES

3. Constitution of the Allotment Committee

- (a) The Chief Justice shall constitute an Allotment Committee, to make the first allotment of Advocate Chambers, Consultation Seats, Spaces to Bar Association, Parking spaces and Canteen Facility and all other allotments and allocations of constructed spaces, at the New Facility, and to carry out the purpose of these Rules.
- (b) The Allotment Committee shall comprise of:
- i. The Chief Justice or such sitting judge of the High Court as may be nominated by the Chief Justice, to be its Chairman.
 - ii. Four or more other sitting judges of the High Court, nominated by the Chief Justice, to be its members.
- (c) After the first allotment and allocation of Parking space, Advocates’ Chamber, Consultation Seat at Common Halls, Canteen Facility etc., at the New Facility is complete and possession made over to all allottees, the Allotment Committee shall be dissolved by the Chief Justice.

4. Constitution of Allotment and Maintenance Committee

(a) After the dissolution of the Allotment Committee, the Chief Justice may from time to time, constitute an Allotment and Maintenance Committee to supervise the work of the Permanent Committee; make further/re-allotment of any Parking space, Advocate Chamber, Consultation Seat, Canteen Facility and all other allotments and allocations of constructed spaces, that may be or become vacant at the New Facility and/or to carry out the purpose of these Rules.

(b) The Allotment and Maintenance Committee shall comprise of:

(i) The Chief Justice or such sitting judge of the High Court, nominated by the Chief Justice, to be its Chairman.

(ii) Four or more other sitting judges of the High Court, nominated by the Chief Justice, to be its members.

(iii) Ex officio President or Ex officio Secretary of the High Court Bar Association, Prayagraj.

(iv) Ex officio President or Ex officio Secretary of the Advocates' Association, Prayagraj.

5. Permanent Committee

(a) The Chief Justice may constitute a Permanent Committee comprising of such officers from the Registry of the Allahabad High Court, not below the rank of Joint Registrar, who shall be its Chairman and such other persons as members in such number, as he may deem fit, from time to time.

(b) The Permanent Committee shall supervise and check the work of all agencies and persons engaged by the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, to maintain and efficiently run the New Facility, under the supervision of Allotment and Maintenance Committee.

(c) The Permanent Committee shall periodically inspect or cause inspection of the New Facility, either on its own or with any agency, to ascertain that no violation has been committed of these Rules or any direction issued by the Allotment Committee or the Allotment and Maintenance Committee and the quality of service being rendered by service providers engaged by the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, to run and maintain the New Facility.

(d) In case of any complaint received as to the functioning or quality of service or dispute related to or deficiency or violation noticed or between various agencies or involving or between other stake-holders, the Permanent Committee shall try to resolve the same amicably, through consultation and consent.

(e) If any issue or dispute cannot be resolved by Permanent Committee or if fine is to be imposed, the same shall be placed before the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, for its decision.

(f) The decision of the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, shall be final.

PART – C

PREPARATION OF SENIORITY LIST

6. Preparation of Tentative Seniority Lists

(a) Before inviting applications for allotment, the Allotment Committee shall, in consultation with the Bar Association, publish, either on the Dedicated Online Portal or in such other manner as the Allotment Committee may approve, Tentative Seniority Lists of:

(i) Eligible Advocates, designated as Senior Advocate, under the Advocates Act, 1961, in order of their *inter se* seniority (with reference to their designation), being **Tentative List Part 1**.

(ii) Remaining Eligible Advocates, in order of their registration by the Bar Council of U.P., being **Tentative List Part 2**.

(b) Eligible Advocates, who dispute their *inter se* seniority position in (either) Tentative List published under this Rule, may file their objection in such time and manner, and in such form as may be provided by the Allotment Committee.

(c) On any objection raised, the Allotment Committee may call for response of the affected person(s) as also the Bar Council of U.P., the concerned Bar Association or such other person, body or authority as may be necessary and shall decide the objection after considering those responses.

Provided, such that all objections to seniority position of one Eligible Advocate may be dealt with and decided, together.

(d) The decision of the Allotment Committee or the Allotment and Maintenance Committee, as the case maybe, shall be final.

7. Preparation of Final Seniority List

(a) After all objections have been disposed of by the Allotment Committee under Rule 6 of these Rules, it shall publish a composite Final Seniority List, on the Dedicated Online Portal or in such other manner as the Allotment Committee may approve.

Provided, all eligible designated Senior Advocates (in order of their *inter se* seniority) shall be placed above all other Eligible Advocates in that list.

(b) The Allotment and Maintenance Committee shall revise from time to time the Final Seniority List, in accordance with these Rules, applying the principle contained in Rule 6 of these Rules, before initiating any fresh allotment/re-allotment, after deleting names of all Eligible Advocates who may have died or may have ceased to practice, since the last publication of the Final Seniority List.

(c) Any fresh allotment/re-allotment will be governed by the Final Seniority List, as on date of initiation of such process.

PART – D

POWERS AND BUSINESS OF THE ALLOTMENT COMMITTEE & ALLOTMENT AND MAINTENANCE COMMITTEE

8. Thereafter, the Allotment Committee shall

(a) Make all allotments of Advocate Chambers, Consultation Seats, Parking Spaces, other spaces in Common Halls for Bar Association (free of charge), Canteen Facility, against such Security Deposit and payment of such charges and on such terms and conditions as the Allotment Committee, under such agreements as it may approve.

(b) make allotment of appropriate spaces for Oath Commissioners, typists, legal research software vendors, book vendors, binders, photocopiers, and other service providers in appropriate Common Halls and on such terms and conditions and against such agreements as the Allotment Committee may approve.

(c) make allotment of reserved Parking Space on the second floor of the New Facility, in favour of eligible Elderly Advocates in order of their *inter se* age seniority, on the second floor of the New Facility, against payment of charges specified under Schedule-IV of these Rules.

(d) select and appoint all agencies required for the running, upkeep, use of the New Facility, including cleaning, maintenance, security, housekeeping, to run the parking facility etc., and other service providers required for convenience for Advocate Allottees, on such terms, tenure and conditions as may be approved by the Allotment Committee.

(e) approve draft of all agreements to be entered into by the High Court with respect to use, occupation and maintenance of the New Facility or for working at it, including all agreements involving the Bank, Bar Association, Canteen Contractors, Oath Commissioners, Typists, other service providers and agencies.

9. Powers and business of the Allotment and Maintenance Committee

- (a) The Allotment and Maintenance Committee shall, after its constitution:
- (i) verify and supervise the work of the Permanent Committee, from time to time and issue necessary directions/instructions to Permanent Committee to give effect to these Rules.
 - (ii) revise the list and status of all allotments made in favour of Advocate Allottees, Consultation Seat allottees, Bar Association, Canteen Contractors, and any other allottee of Common Hall, Parking Spaces etc., together with status of any outstanding dues, at least once every six months.
 - (iii) take final decision on any dispute referred to it by the Permanent Committee.
 - (iv) recover all dues of Security Deposit, Monthly Rent, fines etc., from all allottees.
 - (v) demand additional amount towards Security Deposit, under these Rules, arising from either any change of circumstances or the law.
 - (vi) perform all functions assigned to the Allotment Committee under these Rules.
 - (vii) make all further allotments/re-allotments under these Rules.
- (b) All decisions made by the Allotment and Maintenance Committee, shall be final.

PART – E

ALLOTMENT OF ADVOCATE CHAMBERS, CONSULTATION SEAT AND PARKING SPACE

10. Allotment of Advocate Chamber

- (a) The Allotment Committee or Allotment and Maintenance Committee, as the case maybe, shall make allotment of Advocate Chamber, Consultation Seat, through the Dedicated Online Portal, from the Final Seniority List prepared under Rule 7 of these Rules, as may include 10% representation (of total allotments) for Lady Allottees and 1% representation (of total allotments), in favour of Persons with Disabilities as defined under The Rights of Persons with Disabilities Act, 2016.
- (b) The Allotment and Maintenance Committee shall make fresh allotment/re-allotment from time to time, against any vacancy that may arise, in accordance with the provisions of Rule 16 of these Rules.
- (c) In making the allotment of particular Advocate Chamber, the Allotment Committee or the Allotment and Maintenance Committee, as the case maybe,

shall accommodate the preference and convenience of Lady Allottee and Special Allottee, to the extent possible.

(d) Any allotment to be made under these Rules shall be under a Leave and License agreement, and shall be a bare license to occupy the space under any name provided, and, nothing shall be construed as creating any tenancy, sub-tenancy, leasehold right or any other proprietary interest in the property to any person, in whose favour an allotment is made under these Rules.

11. Ineligibilities for Allotment and Prohibition

(a) Following persons shall be ineligible for allotment under these Rules:

(i) an Advocate who has been convicted for any criminal offence.

(ii) an Advocate convicted under the Contempt of Courts Act, 1971.

(iii) an Advocate whose allotment of any Advocate Chamber or consultation room, by whatever name called, has been cancelled, either under these or any other Rule of like nature, by any Court.

(iv) An Advocate found guilty under The Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act, 2013.

(v) an Advocate who places or uses any furniture or other equipment in the Common Area or otherwise seeks to occupy any portion of the Common Area of the New Facility.

(vi) an Advocate who is found to unauthorisedly use or occupy any public spaces including any road or road-side, ostensibly for professional use, near or on any road leading to the New Facility.

(b) New Facility may be used only by Bar Association, Advocate Allottees, Canteen Contractors, only for the purpose for which such allotment is made, and no other purpose.

Provided, the New Facility may not be used to stage demonstrations, hold political programmes or any other programme not concerned to the functioning of the Court.

(c) Right of entry shall be available only to Advocates, litigants, paiokaars, advocate clerks, peons or such other persons connected with the functioning of the Court.

12. General Rules for Allotment

(a) **Order of Preference for allotment to Chief Tenants:**

In the event where more than one application is received for an Advocate Chamber by prospective Chief Tenants, the Allotment Committee or the Allotment

and Maintenance Committee, as the case may be, shall observe the following order of preference:

- i. Designated Senior Advocates, in order of their *inter se* seniority in the Final Seniority List, prepared under Rule 7 of these Rules.
- ii. Old Allottees, in order of their *inter se* seniority in the Final Seniority List, prepared under Rule 7 of these Rules.
- iii. *inter se* seniority in the Final Seniority List, prepared under Rule 7 of these Rules.

(b) Allotment of Advocate Chamber to Consultation Seat Allottee:

In case of fresh allotments to be made by the Allotment and Maintenance Committee, except cases involving succession and change of Chief Tenant, Eligible Advocates who may have been allotted Consultation Seat under these Rules shall be considered first for allotment of Advocate Chamber, in order of their *inter se* seniority in the Final Seniority List prepared under Rule 7 of these Rules, subject to their surrendering the Consultation Seat.

(c) Consequence of non-payment of Security Deposit under Schedule-V:

If a prospective allottee fails to make the Security Deposit within time granted, their application for allotment, either as a Chief Tenant or a Co-Tenant or a Consultation Seat Allottee, shall stand cancelled, without any right to participate further in the allotment of Advocate Chamber or the Consultation Seat, as the case maybe.

(d) Re-allotment of Larger Chamber to Designated Senior Advocates:

An Advocate Allottee may be entitled to re-allotment of larger size chamber, subject to availability of such vacant chamber, upon his designation as Senior Advocate.

(e) Interchange of allotment of Advocate Chambers by Co-Tenants:

Request for interchange of allotment of Advocate Chambers may be entertained by the Allotment Committee or the Allotment and Maintenance Committee only against mutual consent of two Co-Tenants with mandatory prior approval of their respective Chief Tenants.

13. Designated Bank Account

(a) A Designated Bank Account shall be opened by all Eligible Advocates at the stage of submission of their application form, at State Bank of India, High Court Allahabad Branch for payment of Security Deposit and for payment of monthly rent and insurance premiums, if any, through standing instructions, Penal Rent (if any), fines, credit and debit of charges of Bar Association of which the

Advocate Allottee is a member of, and other benefits under any other scheme for Advocates.

(b) Every Advocate Allottee of Advocate Chamber shall maintain minimum balance in the Designated Bank Account of Rs. 10,000.

(c) Every Advocate Allottee of Advocate Chamber shall retain a term deposit maintained in Designated Bank Account as per Schedule-VI.

14. Monthly Rent

(a) The Monthly Rent shall be payable by all the Advocate Allottees, Consultation Seat Allottees and reserved parking allottees from the Designated Bank Account held by such person.

(b) Upon non-payment of Monthly Rent by an Advocate Allottee for a period of 03 months, Penal Rent, shall be charged at the end of every subsequent quarter, being twice the normal rent.

(c) In the event of non-payment of Monthly rent for a continuous period of 03 months, the name of Advocate Allottee shall be recommended for suspension from the Roll of Advocates of High Court by the Allotment and Maintenance Committee.

Provided, if the default is not cleared within three months thereafter, the name of Advocate Allottee shall be recommended to be struck off from the Roll of Advocates of High Court, by the Allotment and Maintenance Committee.

(d) Monthly rent shall be paid first by way of deduction from the Designated Bank Account. Any other payment to Bar Association or any other charges and other amounts that are to be deducted from the Designated Bank Account. shall be debited by the Bank later.

15. Maintenance and Management of Security Deposit

(a) The Allotment Committee or the Allotment and Maintenance Committee, as the case may be, shall retain the Security Deposit for the benefit of New Facility in such form and on such terms as it may deem fit.

(b) The interest/growth that may be experienced on the Security Deposit may be utilised only for the benefit of periodical upgradation, renovation and improvement of the New Facility and its fixtures and installations, as may be directed by the Allotment Committee or the Allotment and Maintenance Committee, as the case may be.

(c) The investment of Security Deposit shall be operated and managed under express directions and control of the Allotment Committee or the Allotment and Maintenance Committee, as the case may be.

16. Allotment List

(a) The Allotment Committee shall invite applications for allotment from such number of Eligible Advocates, as may be accommodated in Advocate Chambers, strictly according to Final Seniority List prepared under these Rules.

(b) Applications for allotment of Advocate Chamber shall be submitted to the Allotment Committee or the Allotment and Maintenance Committee, as the case maybe, through the Dedicated Online Portal only, till such date as may be notified on the Dedicated Online Portal.

(c) Eligible Advocates may apply (only once), within time, for allotment of Advocate Chamber, against payment of non-refundable application fee Rs.1,000/-, through the Dedicated Online Portal or as may be notified by the Allotment Committee or the Allotment and Maintenance Committee, as the case may be.

Explanation: Any application for allotment made through any other mode shall be invalid. It shall be rejected, as filed, with no further right to apply.

(d) If desired number of Eligible Advocates do not apply for allotment of Advocate Chamber, the Allotment Committee shall publish a Supplementary List to invite further applications from the remaining Eligible Advocates available in the Final Seniority List prepared under Rule 7, till sufficient number of applications are received to fill up all Advocate Chamber put up for allotment or till the Final Seniority List is exhausted, whichever is earlier.

(e) Thereafter, the Allotment Committee shall publish, on the Dedicated Online Portal, Allotment List of all Senior Advocates; Old Allottees and; all other Eligible Advocates whose applications are valid (in order of their *inter se* seniority), in that order.

Explanation: Subject to payment of Security Deposit through the Designated Bank Account only, all Eligible Advocates included in the Allotment List will be offered allotment as Chief Tenant or Co-Tenant, at the appropriate stage.

(f) Applications for allotment to Allotment and Maintenance Committee may be invited through the Dedicated Online Portal or in such manner as may be notified by the Allotment and Maintenance Committee, from time to time.

17. Allotment of Advocate Chamber to Chief Tenants

(a) Applications shall be invited from equal number of Eligible Advocates (in order of *inter-se* seniority), first included in the Allotment List published under Rule 16(e), to secure status as Chief Tenant against Advocate Chambers available for allotment, together with their preference of individual Advocate Chambers.

(b) If equal number of Eligible Advocates do not seek the status of Chief Tenant, the remaining number of Advocate Chamber shall be offered, to an equal number of next Eligible Advocates included in the Allotment List, till equal numbers are achieved or till the Allotment List is exhausted, whichever is earlier.

(c) For the purpose of this Rule, Eligible Advocates shall make the Security Deposit as prescribed under Schedule-V of these Rules, and mark their preference for individual Advocate Chamber, on the Dedicated Online Portal, within 14 days of such notification made on that Portal.

Provided, any excess of Security Deposit made, shall be refunded upon allotment of Advocate Chamber, to such Chief Tenant.

(d) Subject to single application for individual Advocate Chamber, that proposed Chief Tenant, shall be provisionally allotted Advocate Chamber, subject to his making the Security Deposit.

(e) In case more than one application is received for allotment of a particular Advocate Chamber, it shall be allotted to an Eligible Advocate, keeping in mind the order of preference as provided in Rule 12(a) of these Rules.

(f) Thereafter, the Allotment Committee shall publish a list of all proposed Chief Tenants, together with description of individual Advocate Chamber proposed to be allotted to such Eligible Advocates.

(g) All proposed Chief Tenants who are not allotted an Advocate Chamber, in accordance with any of their preference, shall be granted a second opportunity to indicate another set of preferences, against remaining (unallotted) Advocate Chambers. They shall be allotted Advocate Chamber applying the same criteria against requirement of Security Deposit being fulfilled.

(h) Any proposed Chief Tenant who remains to be allotted an Advocate Chamber thereafter, shall be allotted an Advocate Chamber against computerised lottery only, subject to adequate Security Deposit.

Explanation: For the purpose of ensuring adequate Security Deposit, any shortfall may be made good at the stage of marking second set of preferences and any excess Security Deposit that may arise at any stage may be refunded after final allotment is made.

18. Allotment of Advocate Chamber to Co-Tenants

(a) After allotment of individual Advocate Chamber to all Chief Tenants, applications shall be invited from remaining Eligible Advocates (in order of their *inter se* seniority), included in the Allotment List published under Rule 18(e), to secure status as Co-Tenant, in order of their *inter se* seniority.

(b) If equal number of Eligible Advocates do not seek the status of Co-Tenant, to fill all Advocate Chambers offered for allotment to Co-Tenants, the remaining vacancies shall be offered to an equal number of next Eligible Advocates included in the Final Seniority List, till equal numbers are achieved or till the Allotment List is exhausted, whichever is earlier.

Provided, surviving vacancy may be filled up by the Allotment Committee by preparing further Supplementary Allotment List under Rule 16 of these Rules.

(c) The prospective Co-Tenants shall make the requisite Security Deposit prescribed under Schedule-V within a period of 14 days, to secure status as Co-Tenant. Failing that their application for allotment shall stand rejected with forfeiture of application money. Such Eligible Advocates shall not be allowed to participate further in the allotment process.

(d) Thereafter, the Allotment Committee shall publish a list of all prospective Co-Tenants.

(e) The Chief Tenants shall opt for requisite number of Co-Tenants (as per Schedule-I), with mutual consent expressed between Chief Tenants and Co-Tenants included in the list published under sub-Rule (d) above, on the Dedicated Online Portal, within a week.

Provided, any proposed Co-Tenant who remains to be allotted an Advocate Chamber thereafter, shall be allotted an Advocate Chamber against computerised lottery only, subject to adequate Security Deposit.

Provided further, any shortfall of Co-Tenants in any Advocate Chamber, shall be filled by way of computerised lottery.

(f) Thereafter, the Allotment Committee shall publish a list of all Advocate Chambers allotted to Chief Tenants together with details of Co-Tenants proposed by them.

19. Procedure in case of insufficient applications for allotment

(a) Where, upon completion of allotments in favour of Co-Tenants more than one seat remains vacant in sufficient number of Advocate Chambers allotted to Chief Tenants, those Chief Tenant/s alongwith the Co-Tenants of such Advocate Chamber/s may be given option to seek accommodation in any other Advocate Chamber of their choice (where vacancy may exist), as Co-Tenants, in accordance with Rule 15 of these Rules.

Provided, in giving effect to this sub Rule, choice may be exercised first by Chief Tenants, and then Co-Tenants (who are required to change their preference), in order of their respective seniority.

Provided further, any excess Security Deposit made by such Chief Tenant or Co-Tenant may be refunded upon revised allotment being made.

Provided further, any Advocate Chamber thus becoming vacant under this sub-Rule shall be retained by the High Court to be considered to further allotment, later.

20. Re-allotment against Succession, Change of Tenancy or Vacancy

(a) Succession in Advocate Chamber:

If any Chief Tenant or Co-Tenant dies or ceases to practice, their spouse or one child who may be an Advocate, may be allotted that Advocate Chamber as Co-Tenant, subject to their complying with the requirements of that allotment.

Provided, in the event the spouse or a child of a deceased Chief Tenant or Co-Tenant, is not an Advocate on the date of occurrence of such death or on the date of cessation of practice by the Chief Tenant or Co-Tenant, but such person intends to become an Advocate within three (3) years of such occurrence, a lien would be maintained in favour of such other person, for the purpose of that allotment.

Provided further, If such person fails to become an Advocate, within that time, the lien shall lapse and the Allotment and Maintenance Committee shall be free to allot that Advocate Chamber, to third parties, in accordance with these Rules.

(b) Change of Chief Tenant:

In the event of the death or cessation of practice or eviction of a Chief Tenant, the next senior surviving Co-Tenants, in order of their *inter-se* seniority in the Allotment List, shall be made Chief Tenant, against application made before the Allotment and Maintenance Committee, and upon payment of balance Security Deposit, as prescribed under Schedule-V of these Rules.

Provided, if no Co-Tenant offers to become the Chief Tenant, all surviving Co-Tenants shall be required to collectively pay the balance Security Deposit (of Chief Tenant), and the Allotment and Maintenance Committee may nominate any of those Co-Tenants as Chief Tenant.

(c) Allotment against Vacancy:

Subject to Rule 7, in case of any vacancy arising, a new Co-Tenant may be inducted by the Allotment and Maintenance Committee in accordance with these Rules, from the Final Seniority List, provided that person may not have been allotted Advocate Chamber, earlier.

21. Allotment of Consultation Seats

- (a) All Consultation Seats available may be allotted to Eligible Advocates who may be eligible under Rule 2(xvii) of these Rules, in order of their *inter-se* seniority, against application made by them on the Dedicated Online Portal.
- (b) If enough Eligible Advocates do not seek allotment of all Consultation Seats offered for allotment, such remaining Consultation Seats shall be offered to the remaining Eligible Advocates eligible under Rule 2(xvii), included in the Final Allotment List.
- (c) Thereafter, the Allotment Committee shall publish a list of all Eligible Advocates, provisionally allotted a Consultation Seat.
- (d) Such Eligible Advocates shall make the Security Deposit under Schedule-V within 14 days of publication of Allotment List for Consultation Seats, failing which their provisional allotment shall stand cancelled and offered for allotment to the next Eligible Advocate available in the Final Seniority List.

PART – F

RIGHTS & LIABILITIES

22. Liability for Unauthorised Occupation

- (a) No person shall occupy any Advocate Chamber, Consultation Seat, Parking Space, Canteen Facility, or any other place at the New Facility, except against allotment made in writing, by the Allotment Committee or the Allotment and Maintenance Committee, as the case may be.
- (b) Eligible Advocate or other person who enters occupation over any part of the New Facility except under allotment and/or permission in writing of the Allotment Committee or the Allotment and Maintenance Committee shall be evicted at his cost, within fifteen days of a written direction of such Committee as may notice such occupation.
- (c) In the event of any default towards automatic payment of rent, beyond six months, the Allotment and Maintenance Committee shall evict the defaulter, without prejudice to the right to recover the defaulted amount from the Security Deposit.
- (d) In the event of eviction of an Advocate Allottee, hereunder this Rule, the balance Security Deposit may be forfeited, under direction of Allotment and Maintenance Committee.
- (e) Any Advocate who places or causes to be placed any furniture in or otherwise occupies or causes to be occupied any Common Area at the New Facility shall be liable to be evicted at his own cost, and his name from Roll of Advocates may be recommended for cancellation by the Allotment Committee or

the Allotment and Maintenance Committee, as the case may be, in addition to any other liabilities under these Rules.

PART – G

OTHER BENEFITS

23. Upon allotment of Advocate Chamber either as Chief Tenant or Co-Tenant, the Advocate Allottee, subject to regular payment of Monthly Rent, and other dues under these Rules, excluding Penal Rent, may be extended the benefit of Group Insurance, Accidental Death Insurance and Medical Insurance against payment of monthly premium for such insurance payable along with monthly rent.

Provided, If the allottee fails to pay monthly rent together with the insurance premium, the benefit of insurance shall stand suspended/terminated and may be subject to revival in accordance with the terms of the insurance policy.

Provided further, any insurance cover, maybe provided exclusively by the insurer, subject to and in terms of the insurance policy.

Provided further, the High Court shall not be liable for any lapse on part the insurer, or for the liabilities arising under the contract for insurance.

24. Allotment when to be effective

(a) The allotment shall be effective and rent shall become payable from the date on which possession is made available and the Advocate Chamber is occupied, pursuant to allotment made under these Rules.

(b) The possession of the Advocate Chamber in the New Facility shall be provided to an Old Allottee only after they furnish proof of surrender of possession of any allotment of any space by any name called or occupied by them, in the High Court premises; and after the completion of all formalities.

(c) If the Advocate Chamber allotted in the New Facility is not occupied within a period of one month from the date when it is offered for possession, further necessary steps shall be taken as per directions of the Allotment Committee or the Allotment and Maintenance Committee, as the case may be.

25. Cancellation of allotment

In addition to other provisions in these Rules:

(a) Any allotment made under any Rule, Resolution or Order of any Authority, under any law or arrangement or terms shall stand cancelled, if such Advocate fails to opt for allotment under these Rules or fails to abide by the terms of allotment of Advocate Chamber or Consultation Seat at the New Facility.

- (b) The Allotment Committee or the Allotment and Maintenance Committee, as the case maybe, shall have authority to cancel the allotment by giving 15 days' notice, in writing, to such allottee. The decision of the Allotment and Maintenance Committee shall be final.
- (c) Any allotment made under these Rules, shall be cancelled by the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, on:
- i. surrender of the Advocate Chamber by the allottee concerned or
 - ii. failure to pay monthly rent or parking facility charges for six consecutive months or
 - iii. the allottees's name being removed from Roll of the Bar Council of U.P. or
 - iv. the allottees name being struck off from the Roll of Advocates, maintained by High Court or
 - v. the allottee ceasing to ordinarily practice at the High Court or
 - vi. on the death of the allottee, subject to Rule 20 of these Rules.
 - vii. the Advocate Chamber being occupied or used for any illegal or immoral purpose or other objectionable purpose or
 - viii. carrying or storing firearm inside the New Facility or
 - ix. conviction under any criminal offence or for Contempt of Court
 - x. being found guilty of sexual harrassment
 - xi. any other occurrence not included in this Rule, but included under Rule 11 of these Rules.

26. Eviction on termination or cancellation of allotment

- (a) The Advocate Allottee shall vacate the chamber within a period of 15 days from the date of termination or cancellation of any allotment, as the case may be. Thereafter, he shall be evicted by the Allotment and Maintenance Committee and such Advocate Allottee shall be treated as an unauthorised occupant liable to suffer penal rent.
- (b) Apart from other actions for recovery of possession, the Allotment and Maintenance Committee shall physically evict such Advocate Allottee.
- (c) In the event, the Advocate Allottee whose allotment has been cancelled, does not vacate the Advocate Chamber after cancellation of his allotment, or obstructs allotment or use of such Advocate Chamber by a subsequent Allottee, his name on the Roll of Advocates, shall be recommended for cancellation.
- (d) The Advocate Allottee may, if she/he so desires, may make representation to the Allotment Committee or the Allotment and Maintenance Committee, as the

case maybe, against the cancellation/termination order of her/his allotment within 15 days from the date of cancellation/termination order.

Provided, such representation shall not entitle the allottee to continue in occupation beyond the period of 30 days from the date of cancellation/termination order, subject to any interim order to continue possession.

(e) The order of the Allotment and Maintenance Committee, on any representation made under these Rules, shall be binding.

27. Furnishing and fittings of Advocate Chambers

(a) At the instance of the Bar Association, the size, design, make and quality of all furnishings may be pre-approved by the Allotment Committee or the Allotment and Maintenance Committee.

(b) Upon completion of allotment for Chief Tenant and Co-Tenants, each Chief Tenant shall finalise and approve the permissible plans/arrangements of furnishing and fittings to be installed in individual Advocate Chambers and shall communicate the same to the Allotment Committee and/or Allotment and Maintenance Committee.

Provided, any Advocate Chamber may be furnished only in accordance with a plan/arrangement approved by the Allotment Committee.

(c) The size, design, make and quality may be intimated by such Chief Tenant to the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, through the Bar Association, of which the Chief Tenant is a member.

(d) All approved furnishings and fittings may be fabricated and/or purchased by the Bar Association and shall be installed under supervision of the High Court.

(e) After furnishings and fittings are installed at any Advocate Chamber, the possession of the Advocate Chamber shall be handed over to the concerned Advocate Allottees.

28. Parking Spaces and fines for violations

(a) Parking facility may be provided by the Allotment Committee or Allotment and Maintenance Committee, as the case may be, in such manner and for such time duration during the day.

(b) The agency hired for maintenance and running of Parking Spaces at New Facility shall, with approval of the Permanent Committee, issue parking violation tickets for any parking violation, and shall get the vehicle removed from the New Facility, along with the photograph and time stamp and location of the violation.

- (c) Where any dispute arises as to parking ticket, the matter shall be placed by the maintenance agency with its report, before Allotment and Maintenance Committee, for redressal.
- (d) Recovery of any charges towards parking violations and any other charges thereto, shall be made from the Designated Bank Account, under the directions of Allotment and Maintenance Committee.
- (e) No Advocate other than an Advocate Allottee shall be entitled to park any vehicle at the New Facility.
- (f) Subject to these Rules, no parking fee may be charged from an Advocate Allottee for parking of one two wheeled or one four wheeled vehicle in the New Facility except Reserved Parking as defined in Rule 2(xxxix).
- (g) Reserved Parking shall be provided on the basis of age seniority, against payment of charges specified in first table of Schedule IV to these Rules.
- (h) Any vehicle parked by an Advocate or other person not permitted to park such vehicle, shall be fined at the highest rates of parking fine.

29. Other Charges

Any other charges, or levy, under any other law levied by any Government or authority or as may become payable upon amendment of any Schedule to these Rules, made by the Allotment Committee or Allotment and Maintenance Committee, as the case maybe, shall be borne by the Advocate Allottees, Consultation Seat Allottees and Canteen Contractors etc., on pro-rata basis, proportionate to the payments made by them, for use and occupation of the New Facility.

30. Removal of Difficulties

- (a) If any difficulty arises in giving effect to the provision of these Rules, the Chief Justice may, on the recommendation of the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, may pass such order in writing as may deem fit and necessary for the purpose of removing the difficulty.
- (b) If any question arises as to interpretation of these Rules, the question shall be referred for the decision of the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, and the decision of that Committee shall become final upon approval of the Chief Justice.
- (c) The Chief Justice may relax any provision of these Rules to avoid undue hardship.

31. Amendment to the Rules

The Chief Justice, may, on the recommendation made by the Allotment Committee or the Allotment and Maintenance Committee, as the case may be, amend these Rules or any/all of its Schedules.

32. Administrative Control

(a) The administrative control of the High Court Advocates' Chambers and Parking building shall vest in the High Court of Judicature at Allahabad.

(b) Notwithstanding any allotment made in favour of any person under these Rules, the title in all properties and fixtures in the New Facility, except furniture and furnishing as may be brought by the individual allottees, shall remain the absolute property of High Court.

(c) If a *force majeure* circumstance or any other exigency arising out of any natural or man made circumstance so commands, the New Facility may be closed and/or its use may be restricted, on the order of the Chief Justice, for such duration and on such terms and conditions and to such extent as may be provided by the Chief Justice, by an order in writing.

(d) The High Court Advocates' Chambers and Parking building shall be the sole property of the High Court and shall at all times remain under the control of High Court.

(e) Any other space or area, whether open to sky or constructed, may be used by such person and on such terms as the Allotment Committee or the Allotment and Maintenance Committee may permit, with approval of Chief Justice.

Schedule I

Number of chambers, their respective sizes and their category on each floor

| Area (sq. ft.) | 110.0 – 125.0 | 126.0 – 150.0 | 151.0 – 175.0 | 176.0 – 200.0 | 201.0 – 220.0 |
|------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Floor number | Number of Chambers (Category 1) | Number of Chambers (Category 2) | Number of Chambers (Category 3) | Number of Chambers (Category 4) | Number of Chambers (Category 5) |
| 6 th floor | 8 | 278 | 8 | 14 | 4 |
| 7 th floor | 11 | 351 | 10 | 31 | 4 |
| 8 th floor | 11 | 351 | 11 | 30 | 4 |
| 9 th floor | 11 | 313 | 8 | 20 | 4 |
| 10 th floor | 13 | 349 | 11 | 30 | 4 |
| 11 th floor | 17 | 343 | 11 | 30 | 4 |
| TOTAL | 71 | 1985 | 59 | 155 | 24 |

| Chamber category | Number of Chief Tenants | Number of Co-Tenants permitted |
|------------------|-------------------------|--------------------------------|
| Category 1 | 1 | 3 |
| Category 2 | 1 | 4 |
| Category 3 | 1 | 5 |
| Category 4 | 1 | 6 |
| Category 5 | 1 | 7 |

Schedule II

Number of Common Halls and their respective sizes

| Sl. no. | Area (sq. ft.)/floor | Maximum number of Consultation Seats |
|----------------|-----------------------------|---------------------------------------------|
| 1 | 1103.19 | 55 |
| 2 | 1103.19 | 55 |
| 3 | 1103.19 | 55 |
| 4 | 1103.19 | 55 |
| TOTAL | | 220 |

Schedule III

Monthly Rent and Penal Rent

(A) Table of Monthly Rent

| Sl.no. | Designated Seniors or Other Advocates | Status of Allotment | Amount |
|---------------|----------------------------------------------|----------------------------|-----------------------|
| 1 | Other Advocate | Consultation Seat | Rs. 500/- per month |
| 2 | Other Advocate | Chief Tenant | Rs. 2,000/- per month |
| 3 | Other Advocate | Co-Tenant | Rs. 2,000/- per month |
| 4 | Designated Senior | Chief Tenant | Rs. 3,000/- per month |
| 5 | Designated Senior | Co-Tenant | Rs. 3,000/- per month |

Note: In terms of Rule 2(xxvi) of these Rules, the above prescribed Monthly Rent may be revised by upto Rs. 100/- per month, every year, to cover any increase of monthly cost to run the New Facility.

(B) Penal Rent

As defined under Rule 2 of these Rules.

Schedule IV

Parking charges

| Floor Number | Parking permitted for | Amount |
|-----------------------|------------------------------|-----------------------------------------------------------------------|
| Basement | Two wheeler and four wheeler | Included in monthly rent of Advocate Chamber. |
| 1 st Floor | Only four wheeler | Included in monthly rent of Advocate Chamber. |
| 2 nd Floor | Only four wheeler | Reserved against Rs. 1,000/- for one four wheeler per allottee, only. |
| 3 rd Floor | Only four wheeler | Included in monthly rent of Advocate Chamber. |
| 4 th Floor | Only four wheeler | Included in monthly rent of Advocate Chamber. |
| 5 th Floor | Only four wheeler | Included in monthly rent of Advocate Chamber. |

Fines for Parking vehicles beyond permitted hours and wrong parking

| Type of violation | Vehicle | fine |
|-------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Parking beyond permitted hours | 2 wheeler | Rs. 50/- for first 24 hours and Rs. 100/- for every next 24 hours, till the vehicle is removed. |
| | 4 Wheeler | Rs. 100/- for first 24 hours and Rs. 200/- for every next 24 hours, till the vehicle is removed. |
| Parking at places other than designated parking space | 2 wheeler | Rs. 2,000/- for the first 24 hours for a two wheeled vehicle |
| | 4 wheeler | Rs.1,000/- for the first 24 hours for a four wheeled vehicle The fine shall be doubled beyond the expiry of first 24 hours of such violation. |

Note: Upon parking violations being made repeatedly by any Advocate Allottee, the parking facility shall stand withdrawn.

Schedule V

Security Deposit for Advocate Allottees

The Security Deposits to be paid by the Advocate Allottees who are allotted Advocate Chamber, are as under:-

| Designated Seniors or Other Advocates | Status of Tenancy | Amount |
|----------------------------------------------|--------------------------|----------------|
| Designated Senior | Chief Tenant | Rs. 2,50,000/- |
| Designated Senior | Co-Tenant | Rs. 2,50,000/- |
| Other Advocates | Chief Tenant | Rs. 1,00,000/- |
| Other Advocates | Co-Tenant | Rs. 50,000/- |
| Other Advocates | Consultation Seat | Rs. 10,000/- |

Schedule VI

There shall be minimum balance maintained in the Designated Bank Account, as under:-

A. By the Chief Tenants and Co-Tenants:

| Length of Practice | Minimum Term Deposit Receipt for payment of rent | Lien in favour of Bank |
|-----------------------------|---------------------------------------------------------|-------------------------------|
| 0 – 15 years | Rs. 5,000 | Rs. 10,000 |
| More than 15 years | Rs. 15,000 | Rs. 10,000 |
| Designated Senior Advocates | Rs. 50,000 | Rs. 10,000 |

A. By the Consultation Seat Allottees:

| Minimum Term Deposit Receipt for payment of rent | Lien in favour of Bank |
|---------------------------------------------------------|-------------------------------|
| Rs. 5,000 | Rs. 10,000 |

Schedule VII

Fines for littering, damage to the New Facility and/or any fixtures thereof

| Nature of Infraction | Amount of fine |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Spitting, littering, throwing away left over food items etc. | Rs. 500 for each violation for first three instance, Rs. 1,000 thereafter for each offence. |
| Damage to the New Facility and/or any fixtures thereof | twice the cost of repair/replacement of such portion/article. |
| Affixing of pasting placards, Posters, Pictures, Stickers etc. | Rs. 100/- per square inch of each Poster, placards, Pictures, stickers etc. |