

HIGH COURT OF HIMACHA PRADESH AT SHIMLA

No.HHC/Rules(CFE-mail Service/2014-
Shimla the 24th January, 2014.

NOTIFICATION

In exercise of powers under Part X of the Code of Civil Procedure, 1908 (5 of 1908) and Order V, Rule 9 of the Code of Civil Procedure, 1908 and all other powers enabling in in this behalf the High Court of Himachal Pradesh, hereby makes the following Rules:-

Chapter I General		
1	Title	These Rules may be called The Himachal Pradesh Court Service of Processes by Courier, Fax and Electronic Mail Service (Civil Proceedings) Rules, 2013.
2.	Commencement	These Rules shall come into force with effect from the date of their notification.
3.	Application	These Rules shall apply to all civil proceedings including suit, Writ Petitions Application, Appeal, Reviews pending before the High Court of H. P. or any subordinate Court or Tribunal in Himachal Pradesh.
4.	Definitions	a. "Code" means Code of Civil Procedure, 1908. b. "Courier" means a proprietorship concern, a firm, a company or a body corporate engaged in the business of delivering postal articles. c. "recommendation Committee" means the committee constituted by the Chief Justice of the High Court, consisting of Registrar General, one officer of the High Court not below the rank of Addl. Registrar and one officer of the HP Higher Judicial Services, for preparing a panel of proposed

Approved Couriers.

- d. "**High Court**" means the High Court of Himachal Pradesh.
- e. "Chief Justice" means the Chief Justice or the Acting Chief Justice of the High Court of Himachal Pradesh.
- f. "**District Judge**" means the District and Sessions Judges of Himachal Pradesh.
- g. "**Registrar General**" means the Registrar General of the High Court of Himachal Pradesh.
- h. "**Approved Courier**" means the courier on panel of Approved Couriers.
- i. "**Proof of Delivery**" means the report submitted by the Approved Courier, in the communication of the Court and includes the reasons of non-delivery.
- j. "**Postal Article**" includes the envelopes packets, parcels containing summons, notices, documents or other communications of the Court handed over for service to the Approved Courier with the label "**COURT SUMMONS SERVICE**".
- k. "**FAX**" (a short form of facsimile) is the telephone transmission of scanned in printed material (text or images) to a telephone number with a printer or any other output device.
- l. "**Electronic Mail Service**" means the summons sent in pre-designed template form by electronic mail, digitally signed by the presiding officer of the Court or any other person authorized in this behalf.
- m. "Electronic Mail Service" means the summons sent in pre-designed template form by electronic mail, digitally signed by the presiding officer of the Court or any other person authorized in this behalf by the High Court or the District Judge,

as the case may be.

CHAPTER 2
Selection of Courier and Service by Courier

5. Procedure for selecting as Approved Courier:

a. The High Court will invite tenders from the Couriers who desire to be selected as Approved Courier, 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 tender will be issued as far as possible in Form 'A' appended with these rules.

b. The Chief Justice will constitute a 'Recommendation Committee' consisting of :-

- (i) Registrar General, who will head the Committee.
- (ii) One Officer not below the rank of an Addl. Registrar; and
- (iii) One officer of H.P. (Higher) Judicial Service.

c. The Recommendation Committee will prepare a panel of all the proposed Approved Couriers taking into consideration:-

- (i) reputation of the Courier;
- (ii) past record of the Courier;
- (iii) Structure of the organization of the Courier and its network including the financial capacity and standing;
- (iv) the experience and capacity of the Courier to provide the desired service;
- (v) willingness to abide by the terms and conditions as laid down in these rules; and
- (vi) readiness to fulfill the criterion laid down by the High Court.

d. (i) The Recommendation Committee, after preparing the proposed panel will place it before the Chief Justice for consideration and

		<p>approval of the panel Approved Couriers. The Chief Justice will examine the entire list of the applicants as well as the proposed panel of Approved Couriers and after examining the same, issue appropriate directions notifying the final panel of selected Approved Couriers.</p> <p>(ii) The Registrar General will intimate all the Approved Couriers of their being empaneled.</p>
6.	Agreement and Undertaking by a Courier:	<p>The Approved Courier shall enter into an agreement, with such variations and modifications as may be found necessary in Form 'B' and shall also file an undertaking before the Registrar General, stating therein:-</p> <p>(a) that the Approved Courier is not a party to any litigation pending before any of the Courts in H. P. and if it is, make a full and complete disclosure of the same.</p> <p>(b) That the approved courier will be solely responsible for the safety and security of the documents/goods to be delivered by it.</p> <p>(c) That the postal article handed over to the Approved Courier will be handled only by its regular employees having reasonable knowledge of English language.</p>
7.	Procedure for service of process	<p>(a) Where the employee of the Approved Courier delivers to the defendant personally, or to an agent or other person on his behalf, he shall require the signatures of the person to whom the postal article is so delivered or tendered to an acknowledgment of service endorsed on the original summons.</p> <p>(b) That the Approved Courier would necessarily furnish proof of delivery in case of served processes with legible signatures of the receipt or return envelope</p>

		<p>with a proper report in legible handwriting in case of unserved process within a period of 30 days under acknowledgment, from the Registry. In case of refusal by addressee, the name and designation of the person refusing the article or his relation with the addressee, shall be clearly mentioned on the unserved article.</p> <p>(c) Where the defendant is absent from his residence at the time when the service of the summons by the approved Courier is sought to be affected on him at his residence and there is no likelihood of his being found at the residence within a reasonable time and he has no agent to empower to accept service of the summons on his behalf, service may be made on any adult member of the family, whether male or female, who is residing with him.</p> <p>(d) A proof of delivery shall be supported by an affidavit of the person delivering the post.</p>
<p>8.</p>	<p>Procedure for removing the Courier from the panel of Approved Couriers:</p>	<p>(a) Name of the Courier will be liable to be removed from the panel if:</p> <p>(i) the Court, which has issued the summons or on whose behalf summons has been issued, finds prima facie the person employed by the Courier to deliver the postal article entrusted to the courier to have filed a false affidavit or given a false report, as the case may be.</p> <p>(ii) It is found that the Courier is not providing the service up to the expectation of the litigants or advocates or the Court.</p> <p>(iii) It is found that the Courier is rendering deficient service.</p> <p>(iv) It is found that the courier has made false statement in the application.</p> <p>(v) It is found that the courier has done something which may be considered as the sufficient</p>

		<p>ground to remove the Courier from the panel.</p> <p>(b) As soon as it comes to the knowledge of the Registrar General that the Courier has acted in violation of Rule 7(a) or it has been brought to his knowledge that it has done something which makes the Courier liable to be removed under this Rule, he will make an inquiry in this respect himself or depute anyone to make inquiry in this respect. If the Registrar General comes to conclusion that the Courier has done something which makes it liable to be removed from the panel, he will call for an explanation of the Courier as to why it should not be removed. The Registrar General shall place the reply, if any, received from the Courier proposed to be removed along with his recommendations before the Chief Justice.</p> <p>(c) The Chief Justice, after going through the recommendation of the Registrar General, reply, if any submitted by the Courier and on making such further inquires as the Chief Justice may consider appropriate, may approve the recommendations of the Registrar General, for the removal of the Courier from the panel of Approved couriers or pass such orders or give such directions as the Chief Justice may consider appropriate.</p> <p>(d) In case of recommendation of removal of the Courier being approved by the Chief Justice, name of the Courier shall be removed from the panel of Approved Couriers and the Registrar General shall inform the said Courier accordingly.</p>
9.	Fee for sending process/ documents by courier	Where the process is to be sent by Courier Service, the party shall be asked to deposit fee at such rate as may be determined by the High Court for itself and the

	service to be deposited:	District Court.
CHAPTER 3 Service by fax		
10.	Parties to provide Fax Number, if desire to serve the other party by Fax	A party desirous of sending the process by Fax shall provide the Fax Number of the other party whom it would like to serve by Fax.
11	Process by Fax to bear the the number of pages faxed with process	The process being sent by Fax will bear the note that the same is being sent by Fax with or without documents, if any, sent along with it. The party sending the process shall submit the receipt of having sent the Fax to the Court without any delay along with an affidavit in support of having sent the process by Fax.
12.	Party to bear cost of process to be sent by Fax	In case a party is permitted to send the process by Fax, such party shall bear the cost of sending the process and the documents, if any, sent along with it. The party sending the process shall submit the receipt of having sent the Fax to the Court without any delay along with an affidavit in support of having sent the process by Fax.
13.	Fee for sending process/documents by Fax using Court facility	Where the process is to be sent with or without the documents by a facility provided by the High Court, the party shall be asked to deposit fee at such rate as may be determined by the High Court for itself and the District Courts.
CHAPTER 4 SERVICE BY ELECTRONIC MAIL SERVICE		
14	Parties to provide electronic mail address, if desire to serve the other party	A party desirous of sending the process to the other party by Electronic Mail Service shall provide electronic mail address of the other party or a party whom it would like to serve by Electronic Mail Service. Party shall file an affidavit in Court

	by electronic mail	stating that the electronic mail address of the other party given by him is correct to the best of his knowledge.
15	Digitally signed process to be sent at the given electronic mail address by using pre-designed templates	The process digitally signed by the Presiding Officer of the Court or any other officer authorized by the high Court or the District Judge in this behalf, as the case may be, will be sent at the given electronic mail address of the other party by using the pre-designed be sent at the given electronic mail address of the other party by using the pres-designed templates, designed in accordance with the formats provided in formats provided in Appendix B of the Code of Civil Procedure, 1908 in the form as directed by the Court, with the scanned images of the documents. The bouncing of mail shall not constitute valid service.
16.	Fee for sending process/documents by Electronic Mail Service to be deposited	The process would be sent by Electronic Mail Service after the party has deposited the fee at such rate as may be determined by the High Court for itself and the District Court.
CHAPTER 5 MISCELLANEOUS		
17	Summonses to witnesses	The provisions of these rules apply to summonses to give evidence or to produce documents or other material objects.
18.	Notices or other communicating during the proceedings	The court may direct that a notice or any other communication to any of the parties to the suit or any interlocutory proceedings, before it, may be sent by Courier, Fax or Electronic Mail Service in the manner and in the format as it may consider appropriate. Such notice or communication sent by the Electronic Mail Service shall be digitally signed by the Court or

		by any Officer authorized in this behalf.
19	Parties may voluntarily apply to be served by Fax or Electronic Mail Service.	During the trial of the case, any of the party to the suit or interlocutory proceedings, may file an application in writing giving its Fax number or the electronic mail address or both, with the request that it may be served with the notices of the Court or any other communication under the Code at the given Fax number of the designate electronic mail address. Any notice or communication sent at the said number or address will constitute a valid service of such notice or the communication on such party.
20	Saving	Nothing in these rules shall be deemed to limit or otherwise effect the power of the Court relating to the service of the summons or notices or other communications and these rules are in addition to and not in derogation of the powers of the Code relating to the mode of service as provided in the Code or any other law for the time being in force.

HIGH COURT OF HIMACHAL PRADESH
GAD BRANCH

LAST DATE OF TENDER _____

No.

Dated:

NOTICE INVITING TENDERS
FOR COURIER SERVICE

Sealed tenders are invited, as per proforma enclosed herewith, from reputed firms, companies or other Body Corporate in the field of courier services for awarding of contract for Couriers Services for deelivery of letters, notices/summons, parcels etc. dispatched from High Court of H.P. to every nook and corner of the country and outside India.

Preference will be given to the Courier having features such as security, speed, tracking, specialized and individualized services, 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 tenderer shall be required to furnish details about his present business, permanent address, complete networking in the country and outside India, audited accounts for the past three years, experience in the field of courier services and list of valued/important clients and litigation, if any, pending before any of the Courts in H. P. in which it is a party, compulsorily as per annexure "A".
2. Two separate sealed envelopes should be used for submitting (i) tender (ii) earnest money, on each envelope superscribing (a) Tender for Courier Services, and (b) Earnest Money for Courier Services.
3. The tenders are required to quote their lowest competitive rates for courier services to be provided throughout Indian and outside India.

Separate rates may be quoted for local delivery, NCR inland delivery outside Himachal Pradesh and delivery in other countries.

4. The rates quoted by the tendered for courier services should be valid for a period of one year from the date of acceptance.
5. The tenderers are required to send their tender alongwith a demand draft of Rs. 20,000/- (Rupees twenty thousand only) drawn in favour of the **"Registrar General, High Court of H.P. Shimla,** as earnest money, which will be refunded to the unsuccessful tenderes on their written request with respect thereto. Name of the firm, telephone number and 'Courier Services' may be written on the reverse side of the demand draft.
6. The successful tenderer shall have to deposit Rs. 40,000/- (Rupees forty thousand only) as Performance Security Deposit within one week from the date of receipt of acceptance letter after adjusting Rs. 20,000/- already deposited with the tender as Earnest Money, which will be refunded on completion of the contractual period successfully and after two months from the payment of last bill.
7. The number of letter letters, notices/summons , parcels may decrease/ increase depending upon the exigency/requirement and all the letters, notices/summons/parcels may not necessarily be sent through courier.
8. The Courier will be solely responsible for the safety and security of the documents/goods to be delivered by them.
9. Payment of the work done shall be made on monthly bill basis after presentation of the bill subject to submitting proof of delivery or returned envelopes to this Court.
10. The service provider will have to necessarily furnish proof of delivery in case of served processes with legible signatures of the recipient or return envelope with a proper report in legible handwriting in case of unserved process within a period of 30 days, under acknowledgment from the Registry. In case of refusal by addressee, the name and designation of the person refusing the article or his relationship with the addressee, shall be clearly mentioned on the unserved article.
11. The proof of delivery would be signed by the person who had delivered the post and also counter signed by the responsible officer of the courier posted at the counter located in the Court's complex.
12. With every proof of delivery returned after the service of postal article, the responsible officer, appointed to manage its counter in the

Court's complex, will file his own affidavit in support of the service of the postal article or its non-delivery, as the case may be, in the format approved by the Registrar General.

13. No charges shall be paid to the service provider if neither proof of delivery nor unserved letter, notice/summons or parcel is returned back to this Court under acknowledgment within stipulated period and/or the delivery was not effected without valid reasons within stipulated period.
14. There shall be a penalty of Rs. 25/- upon the courier for each consignment for which neither satisfactory proof of delivery nor returned envelope is provided back to his Court within 30 days from the date of dispatch and the same will be deducted from the bill of current or coming month/security deposit.
15. The courier shall have to collect envelopes from and provide proof of delivery/unserved envelopes to Dispatch/Establishment Section of this Court under acknowledgment.
16. The service provider shall necessarily have to accept, the delivery, all the envelopes/letters/parcels etc. which, in the opinion of the concerned Registrar, High Court of Himachal Pradesh, bear adequate address of the consignee. The Registry will deal with the tenders directly and no middlemen/agents/ commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the Registry.
17. The Registry reserves the right to reject or accept any or all the tenders. Wholly or partly, without assigning any reason thereof.
18. Over-writing, over typing or erasing of the figures are not allowed and shall render the tender invalid if it appears to be doubtful or ambiguous.
19. Even after awarding the said contract, the High Court reserves the right to terminate the same, if the services of the contractor are not found satisfactory, or that instances covered by clause 14 are exceptionally high during any given period, or in case of deficiency of service, and to entrust the work to another contractor, and to recover the entire expenses for tender from the contractor who committed default.
20. 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 tender in two separate sealed envelopes, one for submitting

the tender and another containing Earnest Money, on each envelope superscribing (i) Tender for Courier Services and(ii) Earnest Money for Courier Services addressed by name to the undersigned as as to reach on or before _____upto_____ p.m. On the same day in the office of the Registrar General by the Recommendation committee constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present. The tenders received after due date and/or time and /or without Earnest Money shall not be entertained.

HIGH COURT OF HIMACHAL PRADESH
GAD BRANCH

No.

Dated:

PROFORMA

TO BE SUBMITTED BY THE TENDERERS WITH REFERENCE
TO NOTICE INVING TENDER FOR COURIER SERVICES

1. Name of the Courier Service:
2. Postal Address:
3. Mobile/Phone number with the name of the contact person:
4. Permanent Address:
5. Details of litigation
6. Name and addresses of all your establishments/ offices in the country and outside India along with telephone numbers, name of contact persons and total number of staff members at each establishment/ office:
7. Period from which you have been running courier services:
8. Whether capable to deliver letters, notices/summons, parcels etc in far flung/remote areas in the country and outside India:
9. Minimum and maximum time required for delivery of letters, notices/summons, parcels etc.
10. Quote your competitive rates compulsorily as per below format(excluding service tax and education cess):

S. No.	Destination	Upto 250 gms	Upto 500 gms	Above 500 gms
1	Local			
2	National Capital Region (NCR)			
3	Punjab			

4	Haryana			
5	Rajsthan			
6	Chandigarh			
7	Rest of India			
8	Outside India			

11. Are you having on-line Tracking Facility and large network throughout the country, as well as adequate arrangements for service outside India, if so, give details.

12. List of your valued/important clients along with telephone numbers and names of contact persons:

13. Turnover of past three years

SIGNATURE.....
 (with date).....
 Name.....
 Designation.....
 (Rubber stamp of company)

AGREEMENT

This agreement is entered into at Shimla on the _____ day _____ of _____ 2010, between M/s _____ (hereinafter called "The Courier") which expression shall unless excluded by or repugnant to the context, include its successors and assignees of the one part and the Registrar General High Court of Himachal Pradesh, Shimla-171001 (hereinafter called the High Court) Which expression shall unless excluded by or repugnant to the context, include its successors and assignees of the other part.

AND WHEREAS pursuant to the abridges publication of a Tender Notice in _____ newspaper on _____ and on receipt of copy of detailed Tender Notice dated _____ by the tenderers inviting tenders for awarding of Contract for Courier Services for delivery of letters, notices/summons packets etc. to be dispatched from the High Court or Subordinate Courts in the State of H. P. to various parts of the country including remote areas and outside India, the Court submitted its tender dated _____ for providing Courier Services in the High Court, Subordinate Courts in H. P. The Courier Services which shall form part and parcel of this agreement (Annexure-1)(hereinafter collectively referred as "Tender" and shall remain binding on the Courier, in so far as terms and conditions in the tender do not conflict with the terms and conditions set out in this Agreement.

AND WEHREAS the Courier, having been found to be suitable for the job and their rates having been approved is being awarded the contract for Courier Services for delivery of letters, notices/summons, parcels etc. dispatched from the High Court to various parts of the country, including remote areas and outside India.

AND WHEREAS parties hereto have agreed to enter into this Agreement for the said job in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

THAT the work shall have to be carried out as per tender and directions of the Registrar General, High Court or any other authorized officer from time to time and more particularly described as under:

1. The Courier shall have to deposit Rs.40,000/- (Rupees forty thousand only) as Performance Security Deposit within one week from the date of receipt of acceptance letter after adjusting Rs.20,000/- already deposited with the tender as Earnest Money, which will be

refunded on completion of the contractual period successfully and after two months from the payment of last bill.

2. The number of letters, notices/summons, parcels may decrease/increase depending upon the exigency/requirement and all the letters, notices/summons/ parcels may not necessarily be sent through courier.
3. The service provider will be solely responsible for the safety and security of the documents/goods to be delivered by them.
4. Payment of work done shall be made on monthly bill basis after presentation of the bill subject to submitted proof of delivery or returned envelope to the High Court and Subordinate Courts in State of H.P. At the following rates and duty certified by the Deputy Registrar/ Assistant Registrar/Registrar General.

S1 No	Destination	Upto 250 gms	Upto 500 gms	Above 500 gms
1	Local			
2	National Capital Region (NCR)			
3	Punjab			
4	Haryana			
5	Rajasthan			
6	Chandigarh			
7	Rest of India			
8	Outside India			

5. The Courier will have to necessarily furnish proof of delivery in case of served processes with legible signatures of the recipient or return envelope with a proper report in legible handwriting in case of unserved process within a period of 30 days, under acknowledgment from the High Court. In case of refusal by addressee, the name and designation of the person refusing the article or his relationship with the addressee shall be clearly mentioned on the unserved article.
6. Proof of delivery shall be supported by an affidavit of the person delivering the post.

7. No charges shall be paid to the Courier if neither proof of delivery nor unserved letter, notice/summon or parcel is returned back to the High Court under acknowledgment within stipulated period and/or the delivery was not effected without valid reasons within stipulated period.
8. There shall be a penalty of Rs.25/- upon the Courier for each consignment for which neither satisfactory proof of delivery nor returned envelope is provided back to the High Court and Subordinate Court in the State of H. P. within 30 days from the date of dispatch and same will be deducted from the bill of current or coming month/security deposit.
 9. The courier shall collect envelopes from and provide proof of delivery/unserved envelopes to Dispatch/Establishment Section of the High Court and other Courts in State of H.P.under acknowledgment.
 10. The Courier shall necessarily have to accept for delivery, all the envelopes/letters/parcels etc which, in the opinion of the concerned Registrar, High Court of Himachal Pradesh, bear adequate address of the consignee. The Registry/Office will deal with the Courier directly and no middlemen/agent/commission agents etc. shall be asked by the Courier to represent its cause and they will not be entertained by the Registry.
 11. The High Court reserves the right to terminate the contract, if the service of Courier are not found satisfactory, or that instances covered by clause 8 are exceptionally high during any given period, or in case of deficiency of service, and to entrust the work to another contractor, and to recover the entire expenses for tender from the contractor who committed default.
 12. The High Court also reserves the right to terminate if it considers so necessary for any administrative reasons.
13. The terms and conditions mentioned in the tender notice and the rules framed by the High Court in this regard shall

form part and parcel of this agreement.
IN WITNESS WHEREOF the parties have
executed this agreement on the date
above written.

WITNESSES :

1. (Signature of first party)

2. (Signature of Second party)

BY ORDER OF THE HIGH COURT

**SD/-
REGISTRAR GENERAL**

HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Endst.No.HHC/Rules(CFE-mail Service/2014-
Dated: 24.1.2014.

1. The Principal Private Secretary to Hon'ble the Chief Justice, High Court of H.P., Shimla.
2. The Additional Chief Secretary(Home), to the Government of H.P., Shimla-2.
3. The L.R.-cum-Pr. Secretary(Law) to the Government of Himachal Pradesh, Shimla -171002.
4. The Secretary, H.P. Public Service Commission Shimla-2.
5. The Secretary/Private Secretary/PAs to the Registrar General/Registrar (Inspection,)/Registrar(Rules)/Registrar(Administration)/Registrar (Vigilance)/OSD-CPC and Computer Cell/OSD-Personnel O&A and Library/OSD-Estt. Protocol & Building/OSD (Administrator-Assistant Coordinator, Main Mediation Centre, High Court of H. P., Shimla.
6. All the District/Additional District Judges, Civil Judges(Sr. Division)/(Jr. Division) in H.P.
7. All the Presidents, Consumer Redressal Fora, Shimla, Mandi and Kangra at Dharamshala.
8. The Presiding Officer, Labour Court-cum-Industrial Tribunal, Shimla/Dharamshala, H.P.
9. The Member Secretary/Administrative Officer, HP State Legal Services Authority, Shimla.
10. The Director/Joint Director/Deputy Director, H.P. Judicial Academy, Shimla - 171005.
11. All the Additional Registrars of this Hon'ble High Court.
12. All the Deputy Registrars/Assistant Registrars/Secretaries/ Court Masters/ Private Secretaries/ Section Officers/ Marriage Counsellor/ Chief Librarian/ Public Relation Officer/Protocol Officer, State Public Information Officer of this Registry.
13. The Technical Director, NIC, HP High Court for updating the official website.
14. **The Section Officer (Computer), of this Registry for conversion of the same into digital form on Gazette Website in terms of this Registry Office Order No. HHC/ Estt.1(18)/ 78-XI, dated 8.1.2014.**
15. Guard File.

Registrar (Rules)