



भारतीय विमानपत्तन आर्थिक विनियामक प्राधिकरण
Airports Economic Regulatory Authority of India
3rd Floor, 'Udaan Bhawan, Safdarjung Airport,
New Delhi – 110003



वसुधैव कुटुम्बकम्
ONE EARTH - ONE FAMILY - ONE FUTURE

F.No. A-20014/Consultants/2023-24-Estb./24453

दिनांक: 11 June, 2026

Subject: Engagement of Senior Consultant (Legal) in Airports Economic Regulatory Authority of India on contract basis -reg

The Airports Economic Regulatory Authority of India (AERA) was established in 2009 under the Airports Economic Regulatory Authority of India Act, 2008 to regulate tariff and other charges for the aeronautical services rendered and to monitor performance standards at major airports. The regulation of Aeronautical Tariff involves in depth analysis of accounts of airports, their assets, liabilities, income and expenditure etc. The decisions of the Authority contained in different Orders including Tariff orders are appealable before the appellate authority and the decision of the appellate authority are further appealable in the Hon'ble Supreme Court. Accordingly, the legal matters involving AERA primarily pertain to the Tariff determination and involve highly technical Airports Economic and Accounting aspects and have huge financial implications.

In order to handle such high-stake matters and legislative work including subordinate legislation pertaining to the functioning of the Authority, AERA proposes to hire the services of the Senior Consultant (Legal). Candidates may apply, who have the requisite qualification and experience, as detailed in subsequent paras, to handle such matters on contract basis.

The applicant must clearly superscribe the application with name of the Post applied for. The applicants are to communicate only with the addressee given below through the email/post/courier. No other means of communication shall be entertained.

The details of the posts are as follows: -

- 1. Job Requirement:** As per details mentioned in the terms of reference annexed at Annex-I.
- 2. Qualification, experience, remuneration and annual increment:** Qualification, experience, remuneration and annual increment is given in the table below:

| Sr. No. | Name and number of Posts. | Qualification. | Experience. | Consolidated Remuneration. | Annual Increment. |
|---------|------------------------------------|--|---|----------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1. | Senior Consultant (Legal) (1 Nos). | Essential: - Bachelor's degree in Law/ LLB /5 years integrated Bachelor of Law, from a recognised University. Desirable: - Candidates having Master of Law, from a recognised University. | Essential: - 1. (a) Officers of the Central or State or UT Government who are working/ have worked at Joint Secretary/equivalent level, or who have worked at Director/ equivalent level for three years; Or (b) Individuals working/ have worked in Public Sector Undertakings (PSUs), Autonomous Bodies, Statutory Organisations, Universities, Recognised Research Institutes, with | 2,75,000/- Per Month | 6% of the consolidated remuneration given per month, subject to satisfactory performance |

| | | | | | |
|--|--|--|---|--|--|
| | | | <p>following :-</p> <p>(i) have a minimum gross salary of Rs. 35 Lakh per annum during any one year of the latest three financial year as per Form 16/ Income Tax Return.</p> <p>Or</p> <p>(ii) have a minimum gross salary of Rs. 25 Lakh per annum during the latest three financial year as per Form 16/ Income Tax Return.</p> <p>Or</p> <p>(c) Individuals working/ have worked in Private Sector Companies, Consultancy Organisations, International/ Multinational Organisations, with following :-</p> <p>(i) have a minimum gross salary of Rs. 35 Lakh per annum during any one year of the latest three financial year as per Form 16/ Income Tax Return.</p> <p>Or</p> <p>(ii) have a minimum gross salary of Rs. 25 Lakh per annum during the latest three financial year as per Form 16/ Income Tax Return.</p> <p>2. Having a Minimum sixteen years of experience out of which seven years of experience must be in handling works pertaining to court cases in Tribunals/ Subordinate Court/ High Courts/ Supreme Court.</p> <p>Desirable: - Candidates having experience in handling Regulatory/Infrastructure Litigation may be preferred.</p> | | |
|--|--|--|---|--|--|

Notes:

2.1 No other perquisite/allowances etc. such as DA, accommodation, reimbursement for phone/ conveyance/ transport, foreign travel, personal staff, medical reimbursement, CGHS etc. shall be admissible.

2.2 The number of posts are liable to change without prior notice and without assigning any reason whatsoever.

2.3 The candidate should be in good health for discharging his/her official duties effectively.

3. General Terms and Conditions:

3.1 Upper Age Limit: The Candidate should not be more than 68 years of age for the post of Senior Consultant (Legal) as on the last date of receipt of applications.

3.2 Tenure: Personnel engaged through this advertisement will be appointed for an

initial period of Three years subject to satisfactory performance review after every year. The initial tenure of three years can be extended for an additional period of up to two years subject to requirement of the authority and satisfactory performance of the Personnel.

3.3 Shifting and transfer: Any of the individual/Personnel may be transferred from the Division or Section for which he/she was selected to other Division or Section as per the requirement and discretion of the Competent Authority. The Personnel engaged through this advertisement shall not have any right/ claim over specific office facilities/ space, which will be the sole discretion of the competent authority.

3.4 Personnel engaged through this advertisement shall not be permitted to take up any other assignment during the period of engagement with AERA. The assignment is purely on contractual basis and can be terminated at any point in time as per clause 9. The work and days on contract duty performed by the personnel, do not allow any representation or claim for any form of employment at any point of time.

4. Leave: Personnel engaged through this advertisement shall be eligible for twelve days casual leave for a completed period of One year on pro-rata basis. No remuneration for the period of absence in excess of the admissible leave shall be paid. Un-availed leave shall neither be carried forward to next year nor encashed. In case of exigencies of work, the personnel shall also be required to attend office on Saturday/Sundays and closed holidays and beyond normal office hours without any extra remuneration. However, for such work conducted on Sunday, the Personnel engaged through this advertisement shall be entitled to take compensatory off. In addition to entitled leave, the Personnel can take maximum 15 days leave without pay in a year. In case the Personnel remains absent without pay for more than 15 days, the Authority reserve the right to terminate the contract of engagement without any notice and without any consequential benefit.

5. Type of appointment: The appointment shall be purely on contract basis.

6. Basis for Evaluation & Selection: Applications received will be scrutinised on the basis of terms and conditions prescribed in this notice (and corrigendum, if any). The mode of selection of the candidates will be through an interview. The decision of the competent authority in this respect will be final.

Interview will be scheduled as per discretion of Authority and applicant shall have no claim in this regard.

7. Allowances, Travel and Compensation:

7.1 No TA/DA/Expenses shall be admissible for interview/personal interaction or joining the assignment or on its completion.

7.2 Personnel engaged through this advertisement may be required to undertake domestic tours for official purposes subject to approval of Competent Authority of the AERA. He or She will be allowed the following reimbursement of or grant of advance for official expenditure as given below:

| Position | Mode of Journey | Reimbursement of Hotel, Taxi and Food bills |
|----------------------------|--|--|
| Senior Consultant (Legal). | Economy class by Air or AC I by train. | Hotel accommodation of upto Rs. 4500/- per day; AC taxi charges of upto 50 km per day for travel within the city and food bills not exceeding Rs. 1000/- per day shall be allowed. |

7.3 Dependents of the Personnel engaged through this advertisement shall not be

entitled to any compensation or any claim whatsoever, in any event of death, injury or illness of the individual personnel irrespective of whether it is attributable to performance of services on behalf of the AERA under the terms of contract, and/or while travelling for official duty or in performing any services under the contract in any offices or premise of the AERA or Government of India, or otherwise.

8. Tax Deduction at Source (TDS):

TDS as applicable under the Income Tax Act & Rules made thereunder shall be deducted from the monthly remuneration of Personnel engaged through this advertisement.

9. Termination of Engagement:

9.1 The engagement of Personnel engaged through this advertisement can be terminated by the AERA after giving three months' notice. If either party terminates the engagement without three-month's notice then the party terminating the engagement shall pay proportionate consolidated remuneration in lieu of notice period. This will however be subject to other clauses mentioned below.

9.2 Personnel engaged through this advertisement shall have to give three-month's advance notice or remuneration in lieu thereof before resigning from the engagement.

9.3 However, the AERA reserves the right to terminate the engagement of any Personnel engaged through this advertisement at any time without prior notice, (i) based on performance or without providing any reason for it. (ii) in case of breach of provisions of terms of engagement under this contract. In case the engagement is terminated by the AERA on account of performance or breach of terms of engagement by the Personnel engaged through this advertisement, no notice will be issued and no proportionate consolidated remuneration in lieu of notice period will be paid by the AERA.

9.4 In case any Personnel engaged through this advertisement is unable to perform the given assignment to the satisfaction of the Controlling officer/ Competent Authority in the AERA, he/she shall be liable to be terminated in public interest, without any notice and without assigning any reason.

9.5 The engagement of Personnel engaged through this advertisement shall get terminated at the end of tenure, if not extended.

9.6 If the engagement of Personnel engaged through this advertisement is terminated by the AERA before completion of one year or the Personnel engaged through this advertisement terminates his/her engagement with AERA before completion of one year, he/she shall not get any work certificate.

10. Legal Status and Settlement of Disputes:

10.1 The Personnel engaged through this advertisement shall have the legal status of an independent Personnel vis-à-vis the AERA and shall not be regarded for any purposes as being either a "staff member of the AERA or an "official" of the AERA. Accordingly, nothing within or relating to the engagement shall establish the relationship of employer and employee.

10.2 The AERA and the Personnel engaged through this advertisement shall make their best efforts to amicably settle any dispute, controversy or claim arising out of the engagement/contract or the breach, termination or invalidity thereof. In case of any dispute, the decision of the Competent Authority in the AERA shall be final and binding.

10.3. For all matters not explicitly stated in this advertisement, the decision of the Competent Authority in the AERA shall be final and binding.

11. Confidentiality of Data and Documents:

11.1 The Intellectual Property Rights (IPR) of the data collected as well as deliverables produced during the period of engagement for the AERA shall remain with the AERA.

11.2 The Personnel engaged through this advertisement shall not utilise or publish or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purposes of his/her assignment or during the course of assignment for the AERA, without the express written consent of the AERA.

11.3 The Personnel engaged through this advertisement shall be bound to hand-over the entire set of records of assignments to the reporting officer in the AERA before expiry of the engagement/contract, and before the final payment is released by the AERA.

12. Use of Name, Emblem or Official Seal of the AERA:

Personnel engaged through this advertisement shall not represent themselves or otherwise make public with the intent to make a commercial advantage of the engagement with the AERA. He/She shall not, in any matter, whatsoever, use the name, emblem or official seal of the Government of India or the AERA, or any abbreviation of the name of the AERA, in connection with its business or otherwise without the permission of the AERA.

13. Place of Posting:

The place of posting of Personnel engaged through this advertisement shall be New Delhi.

14. Relaxation:

Any of the conditions enumerated in this advertisement may be relaxed/varied in exceptional cases, for reasons to be recorded in writing and with approval of Competent Authority in the AERA.

15. The Competent Authority reserves its right to:

- (i) Cancel/defer this selection and/or engagement for any reason whatsoever.
- (ii) Accept or reject any or all applications, without giving any explanation, whatsoever.

16. Guidelines for submission of the Applications: Interested applicants may send their duly filled application broadly in the prescribed format and must clearly superscribe the application with name of the Post applied for. Applicant is required to bring all the relevant documents in original alongwith a set of self-attested copy regarding qualification, experience at the time of Interview. Applications received through email/post/courier only will be accepted. Any other mode/by hand for receiving of applications will not be accepted. Applications should reach in this office at below mentioned address on or before 05.30 P.M. on 08.07.2026. Any application received after the above-mentioned deadline/incomplete application/application broadly not in prescribed format is liable to be rejected. The AERA may at its sole discretion, ask for any document/information as may be appropriate. Interested applicants who had sent an application against any earlier advertisement, also need to send a fresh application and earlier application will not be considered.

Deputy Chief,
Airports Economic Regulatory Authority of India, 3rd Floor,
Udaan Bhawan, Safdarjung Airport, New Delhi – 110003
Email address: - estt-rectt@aera.gov.in

डॉ. कमलेश कुमार / Dr. Kamlesh Kumar
उप प्रमुख / Deputy Chief
भारतीय विमानपत्तन आर्थिक विनियामक प्राधिकरण
Airports Economic Regulatory Authority of India
नागर विमानन मंत्रालय / Ministry of Civil Aviation
भारत सरकार / Government of India
उड़ान भवन, सफ़दरजंग हवाई अड्डा / Udaan Bhawan, Safdarjung Airport
नई दिल्ली-110003 / New Delhi-110003

(Dr. Kamlesh Kumar)
Deputy Chief, AERA

ANNEX-I

**TERMS OF REFERENCE FOR ENGAGEMENT SENIOR CONSULTANT
(LEGAL) IN AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA**

Senior Consultant (Legal) shall be responsible for carrying out the following tasks:

Scope of Work/Terms of Reference:

- (i) The Senior Consultant (Legal) will handle the assigned litigation related matters of this Authority in various Hon'ble Courts/Tribunals and also legislation/sub-ordinate legislation work pertaining to the various orders/guidelines/regulations/rules under the provisions of the AERA Act, 2008 and other related Government Acts/regulations. In addition, Legal advisory work, including, inter alia overall legal robustness in the works related to regulatory functions of the AERA; amendments in the rules/regulations orders/ guidelines issued so far as well as amendments in the AERA Act, 2008, would also form part of the tasks and responsibilities of the Senior Consultant.
- (ii) Handle and keep track of the court cases pertaining to the Authority; draft affidavit/filing of affidavit and follow up with Advocates/counsels/law officers to ensure that all matters are properly defended and disposed in a timely manner. Also to handle legislative and legal advisory work as assigned from time to time etc. inter alia, including the following: -
 - a) Litigation/ Compliance Monitoring - Maintaining records of all pending cases and ensure timely action and follow-up to avoid delays in court proceedings.
 - b) Coordination with Legal Counsel - Coordination with government counsels and ensure that legal representatives are properly briefed and supported.
 - c) Legal Vetting of documents as per requirement.
 - d) Drafting replies - Assisting in drafting replies to legal notices, affidavits, and court submissions to maintain accuracy and consistency.
 - e) Repository of legal records - Maintaining data on cases, court orders, and related documents in a systematic and accessible manner.
 - f) Legal Audit and Feedback - Reviewing litigation trends and provide feedback to policy divisions to help reduce future disputes.
- (iii) The Senior Consultant (Legal) shall work in coordination with Director (Legal), AERA and other concerned officials of this organisation and as directed from time to time by the Competent Authority.

ANNEX-II

**Application Format for recruitment of Senior Consultant (Legal) in
Airports Economic Regulatory Authority of India (AERA)**

Name of the post (Category) for which applied for:

Affix recent
passport size
photograph

1. Name:
2. Father's Name:
3. (a) Date of Birth:
(b) Age (as on last date of submission of application):
(c) Whether age of the applicant is within the upper age limit, prescribed in clause 3.1 of advertisement: (Write Yes/ No). Please also attach a copy of any Govt. Identity Document showing date of birth (Aadhar/ Voter ID/ Driving License etc.)

4. Nationality:

5. Mailing Particulars:

| Postal / Current Address | Permanent Address | Phone / Mobile | e-Mail ID |
|--------------------------|-------------------|----------------|-----------|
| | | | |

6. Educational Qualification: -
Essential:

| S. No. | Qualification | University / Institute | Year of Passing | Division / Class | Whether this qualification falls under essential qualification as per clause 2 (column 3) of the Advertisement: - Write Yes/ No |
|--------|---------------|------------------------|-----------------|------------------|---|
| | | | | | |
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| | | | | | |
| | | | | | |

7. Educational Qualification: -
Desirable:

| S. No. | Qualification | University / Institute | Year of Passing | Division / Class | Whether this qualification falls under essential qualification as per clause 2 (column 3) of the Advertisement: - Write Yes/ No |
|--------|---------------|------------------------|-----------------|------------------|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

8. Experience: -

Essential:

| S. No. | Organization / Institute (a) | From (Year & Month) (b) | To (Year & Month) (c) | Time Period [Years (s) & Month (s)] (d) = [(c)-(b)] | Brief description of duties performed (e) | Gross Annual Salary as per Form 16/ Income Tax Return | Whether this experience falls under essential experience as per clause 2 (column D) of the Advertisement - Write Yes/ No (f) |
|--------|--|-------------------------|-----------------------|--|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | Total Period of essential experience (reference clause 2 (column D) of this Advertisement) (In Years and Months) | | | | | | |

9. Whether the total period of essential experience as given above (Sr. No. 7) fulfills the requirement of minimum essential experience (in Years) as given in clause 2 (Column D) of this advertisement: **(Write Yes/ No)**

10. Experience: -

Desirable:

| S. No. | Organization / Institute (a) | From (Year & Month) (b) | To (Year & Month) (c) | Time Period [Years (s) & Month (s)] (d) = [(c)-(b)] | Brief description of duties performed (e) | Gross Annual Salary as per Form 16/ Income Tax Return | Whether this experience falls under desirable experience as per clause 2 (column D) of the Advertisement – Write Yes/ No (f) |
|--------|------------------------------|-------------------------|-----------------------|--|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

11. Whether the candidate possesses desirable experience as per clause 2 (column D) of this advertisement: **(Write Yes/No)**

12. Applicant may, if he/ she so desires, attach documents related to qualifications/ experience/ skills/ Form 16/ Income Tax Return etc.

13. Declaration:

1) I certify that all the information and documents provided in my application are true to my knowledge and belief. I will be solely responsible for any false/ misleading/ incomplete information or documents submitted by me.

2) I hereby confirm to agree and abide by all the terms and conditions of the vacancy notice and corrigendum (if any).

3) I certify that I am having prescribed essential qualification and essential experience for the post I am applying for and I further certify that I fulfill all essential requirements mentioned in the vacancy notice for the post I am applying for.

4) I certify that I am in good health for discharging my official duties effectively.

5) I certify that no prosecution for criminal charge is pending against me in any court of law.

6) I certify that no vigilance/ disciplinary case was either pending or contemplated against me in the Ministry/ Department/ Organisation at the time of my retirement/ resignation.

7) I certify that I have never been convicted, charge sheeted or ever had a vigilance case/ punishment and major/ minor penalties imposed on me during my present/ previous employment or otherwise.

8) I certify that I have applied the application through proper channel (in case of those working in Government).

(Name and Signature of the Candidate)

Place:
Date: