

## **Supreme Court (Conduct of and Etiquette for Attorneys-at-Law) Rules 1988**

(Reproduced from Gazette Extraordinary of the Democratic Socialist Republic of Sri Lanka No. 535/7 of 07.12.1988.)

1. These rules may be cited as the Supreme Court (Conduct of and Etiquette for Attorney-at-Law) Rules 1988.
2. These rules shall apply to every Attorney -at-Law admitted and enrolled by the Supreme Court of the Democratic Socialist Republic of Sri Lanka.
3. An Attorney-at-Law who holds any office or appointment in his professional capacity shall be entitled to practice the profession only in so far as in necessary for the due performance of his duties in such employment,
4. Where in any legal matter or proceeding the appearance of an Attorney-at-Law has been registered no other Attorney-at-Law, may appear in the A20 Bar Association Law Journal said matter or proceedings unless he is so instructed by the said registered Attorney-at-Law. Provided however any Attorney-at-Law may be

assigned to or appointed by Court to appear in such legal matter or proceeding.

### **ACCEPTANCE OF INSTRUCTIONS**

5. An Attorney-at-Law may not refuse to act on behalf of a party or person in any matter or proceeding before any Court, Tribunal or other Institution established for the Administration of Justice or in any professional matter at his or her Professional Fee. Provided, however an Attorney-at-Law may refuse to act on behalf of a client in special circumstances which in his opinion would render it difficult for him to maintain his professional independence or would otherwise make acceptance of such professional matter incompatible with the best interest of the Administration of Justice.

6. An Attorney-at-Law shall not act for any party or person in professional matters in which the said Attorney-at-Law has a personal interest unless after making full disclosure of the said interest to the client and after obtaining a declaration in writing that the client has no objection to the Attorney-at-Law acting for him.

7. An Attorney-at-Law shall not appear or advise in any professional matter which in his opinion would be in

conflict with the interest of any other client in such or connected professional matter.

8. Where a conflict arises between the interests of two or more clients for whom the Attorney-at-law is acting, the Attorney-at-Law shall cease to act for all of his said clients unless he decides that he can without any professional impropriety or embarrassment to himself appear for any one or more of such clients provided other such client or clients agree that he might so appear.

9. An Attorney-at-law shall not accept any professional matter which may, in his opinion, embarrass him by reason of his holding any office or appointment.

10. An Attorney-at-Law shall not accept any professional matter unless he can attend to it with due diligence.

11. An Attorney-at Law shall not accept any professional matter which would involve him in the commission or in the furtherance of the commission of an offence.

12. An Attorney-at-law shall not accept any professional matter in respect of which he knows or has reason to believe that he would be required as a witness. The same principle would apply where an Attorney-at-Law after accepting any professional matter finds that he would be required as a witness in the same matter:

Provided, however, an Attorney-at-Law may accept any professional matter in which he may be required only as a witness in respect of any formal or non-contentious matter.

13. An Attorney-at-law from the same Law Firm shall not appear for separate parties in any case matter or proceeding where there is or likely to be a conflict of interests between the said parties.

Provided that this rule shall not apply to negotiations with a view to or conciliations for settlement between the parties of the dispute.

14. An Attorney-at-Law whose name appears in the legal Aid Scheme approved by the Bar Association of Sri Lanka, shall offer his professional services to a client whose eligibility has been accepted by the said Scheme without extra charges to the client unless he decides in his discretion that he would be justified in refusing to advise or advise or accept such instructions for any of the reasons hereinbefore stated.

Similarly an Assigned Counsel shall not be entitled to charge any fee from the accused whose defence he has undertaken, other than what he is paid by the State.

## **AFTER RETAINER**

15. On accepting any professional matter from a client or on behalf of any client, it shall be the duty of an Attorney-at-Law to exercise his skill with due diligence to the best of his ability and care in the best interests of his client in such matter as he may decide and he should do so without regard to any unpleasant consequences either to himself or to any other person. Furthermore, he should at all times so act with due regard to his duty to Court, Tribunal or any institution established for the Administration of Justice before which he appears and to his fellow Attorneys-at-Law opposed to him.

16. Where the services of an Attorney-at-Law have been retained in any proceedings in any Court, Tribunal or other Institution established for the Administration of justice, it shall be the duty of such Attorney-at-Law to appear at such proceeding, unless prevented by circumstances beyond his control

17. An Attorney-at-Law shall not take champertous advantage of his client in any professional matter in which he has been retained.

18. An Attorney-at-Law shall act with complete frankness and honesty in advice to and in all dealings with his clients.

18. (a) An Attorney-at-Law should never act in a manner detrimental and/or prejudicial to his client.

### **CEASING TO ACT AS AN ATTORNEY-AT-LAW**

19. An Attorney-at-Law on accepting instructions from a client, is under a duty not to withdraw his services in respect thereof except for good cause.

20. Where a client refuses to accept and act upon the advice of his Attorney-at-Law and such Attorney-at-Law decides that thereby it would be improper or embarrassing for him to continue to act for his client or where there is a loss of confidence between an Attorney-at-Law and his client, he may cease to act.

21. An Attorney-at-Law may cease to act for his client if the client being requested to do so declines or neglects to give further instructions in circumstances where the Attorney-at-Law would be left with no authority to take further action on behalf of his client in any professional matter or proceeding.

22. An Attorney-at-Law may withdraw from any Professional matter on the failure of the client to pay his fees or provide for disbursements in respect of such Professional matter.

23. An Attorney-at-Law in the event of his ceasing to practise his profession is under a duty to give his client or clients reasonable notice of such cessation.

24. Where an Attorney-at-Law practices the profession in partnership and it is sought to dissolve the said partnership firm or to amalgamate with another firm, it is the duty of the partnership firm ceasing to practise to give notice to its clients of such cessation or amalgamation.

25. An Attorney-at-Law shall cease to act on behalf of his client if so requested by the client.

26. An Attorney-at-Law shall preserve and safeguard all property of the client entrusted to him.

## **FEES AND DISBURSEMENTS**

27. An Attorney-at-Law may in the best traditions of the profession, reduce or waive a fee on account of poverty of, or hardship to, the client or prospective client or where otherwise the client or prospective client would be effectively deprived of legal advice or representation.

28. An Attorney-at-Law shall not appropriate any funds of his client held by him in trust for a specific purpose except with the permission of his client.

29. A "Retainer" is an engagement by a client of an Attorney-at-Law to appear for him in any litigation in which he may at that time been involved subject to the payment of his fees and subject to such conditions as the Attorney-at-Law may lay down. "A Special Retainer" is an engagement of an Attorney-at-Law by a client to appear or act for him subject to the payment of his fees in some particular suit or action in prospect, "A General Retainer" is an engagement by a client of an Attorney-at-Law to appear for him in all matters of litigations in which he may at any time be involved, subject to the payment of his fees and to such terms as the Attorney-at-Law may prescribe.

30. (a) Where after a General Retainer, a client does not instruct the said Attorney-at-Law in any manner to which such retainer is applicable even after a reasonable time has elapsed after the Attorney-at-Law has inquired from the said client or legal representative as to whether he is to receive instructions, the Attorney-at-Law may treat the said retainer as being determined in respect of that matter.

30. (b) The same principles, where applicable, would apply in respect a Special Retainer.

## **CONFIDENTIAL INFORMATION**

31. An Attorney-at-Law shall keep in strict confidence all information whether oral or documentary acquired by him from or on behalf of his client in any matter in respect of and concerning the business and affairs of his client.

32. An Attorney-at-Law however may disclose such information if it is expressly or impliedly authorized by his client in writing or in the event of the death of his client by the legal representative of the client. Even then he should be careful to disclose only such information as is necessary in the circumstances and no more.

33. This duty on the part of an Attorney-at-Law to refrain from disclosing such confidential information lies not only during the existence of his professional relationship with the client but indefinitely thereafter even after the said Attorney-at-Law has ceased to act for the said client and after the death of the clients as well.

34. This duty extends to any partner or associate of the Attorney-at-Law in the profession and to any employee of the Attorney-at-Law. In fact, in the normal course if he becomes aware of such information it would be the duty of the said Attorney-at-Law in such circumstances to take all reasonable steps to prevent the disclosure of any such

information by such persons even after the termination of his relationship with such persons.

35. It would be contrary to Professional etiquette for an Attorney-at-Law possessing such confidential information concerning his client to undertake any Professional work for the opposite party in the same matter or in some other matter where there is or is a likelihood of a conflict between his client and another party to such matter. Further, if such information could be used pa to the prejudice of his former client in any other Professional matter, the said Attorney-at-Law shall not undertake such work.

36. There would, however, be no objection to an Attorney-at-Law accepting Professional work on behalf of the opposite party where, having been retained by the former client in respect of the same Professional work, the Attorney-at-Law has not received any such confidential information

37. The above provisions shall apply when one Law Firm amalgamates with another Law Firm or when a new Law Firm is formed.

38. Other than in the instances referred to in Rule 32 and subject to any written law, an Attorney-at-Law may disclose such confidential information:

(1) in order to defend himself, his associates or employees against any allegation of misconduct or malpractice made by his client.

(2) to prevent the commission of a crime, fraud or illegal act.

(3) in the case of joint retainer or where the client has a joint interest with others, the said information to such members of the joint retainer or others having a joint interest with the client, as the case may be.

### **TOUTING AND ADVERTISING**

39. An Attorney-at-Law shall not under any circumstances by himself or through another directly or indirectly resort to the practice of Touting. The expression Touting shall include the following acts or conduct:

(1) engaging in any manner for any commission, payment or consideration the services of any person to solicit clientele;

(2) advertising in any manner, for the purpose of unfairly attracting clientele for himself.

40. An Attorney-at-Law may display his professional name plate at his office and/or residence.

(a) such name plate may contain only the following information:

(1) The name of the Attorney-at-Law and/or the Law Firm;

(2) The professional qualifications of the Attorney-at-Law or members or partners of the Law Firm such as the descriptions "Attorney-at-Law, Notary Public", "Solicitors", "Commissioner of Oaths", "J.P., U.M.";

(3) Academic qualifications such as University degrees;

(4) Office hours.

(b) Illuminated name plates or boards showing the directions to the office of an Attorney-at-Law shall not be used.

(c) The Professional or Law Firm name plate shall be of a reasonable size sufficient only to enable clients to find the office or the residence of the Attorney-at-Law.

41. In the event of any Attorney-at-Law changing the premises where he practices, he may leave a notice at his former premises for a reasonable length of time giving the address of his new premises.

42 An Attorney at-Law may have professional stationery and the Professional stationery shall contain only the following information:

(1) Name of Attorney-at-Law and/or Law Firm, address and residential address, telephone and telex number, post office box number, cable address of Law Firm, hours of office;

(2) Names of Partners or members of Law Firm;

(3) Professional qualifications, academic qualifications of Attorney-at-Law including those who may be partners or members of Law Firm;

(4) In the case of Law Firms it may be described as "Attorneys-at-Law and Notaries Public" or as "Attorney-at-Law and Solicitors", as the case may be.

43. An Attorney-at-Law or a Law Firm may have his or its name, address and description on cheques, envelopes and documents.

44. An Attorney-at-Law may use a Card which may contain his name and/or Professional or residential addresses such telephone numbers, his Professional and academic qualifications and the name of the legal firm of which he may be a member.

45. An Attorney-at-Law or a Law Firm may have his or its name, address and description in any law list or Legal Directory or such other directories, including Telephone Directory as provided in Clause 40.

46. An Attorney-at-Law may broadcast on radio or appear on television or deliver a lecture or give a talk or interview the press or write an article or letter for publication on any legal or professional matter.

47. Where an Attorney-at-law knows or has reason to believe that his name would be advertised in any particular instance, he should take all reasonable steps to see that such advertisement would not offend the rules or etiquette in regard to advertising.

48. An Attorney-at-Law should not give any interview or broadcast or permit the publication of any matter relating to a client's business or former client's business without that clients consent.

49. An Attorney-at-Law should not cause or permit to be published any particulars of-

(1) his practice;

(2) any matter in which he has been instructed, unless he can do so without disclosing confidential information

pertaining to such matter and without giving publicity to his own appearance in the matter or part played in it.

## **RELATIONSHIP WITH COURT**

50. An Attorney-at-Law owes a duty to Court, Tribunal or other institution created for the Administration of Justice before which he appears to assist it in the proper administration of justice without interfering with the independence of the Bar.

51. An Attorney-at-Law shall not mislead or deceive or permit his client to mislead or deceive in any way the Court or Tribunal before which he appears.

52. It shall be the duty of an Attorney-at-Law appearing for the prosecution to bring to the notice of the Court any matter which if withheld may lead to a miscarriage of justice.

53. (i) An Attorney-at-Law shall not question or make any statements merely to insult, or degrade the opposite party or a witness or any other person.

(ii) An Attorney-at-Law shall not make statements or question a witness imputing or suggesting bad character, fraud, commission of a criminal offence or lack of

credibility, if the Attorney-at-Law has reason to believe that such allegation is unfounded or untrue.

54. An Attorney-at-Law shall not permit his personal feelings and/or interest to influence his conduct before Court, Tribunal or other Institution established for the Administration of Justice before which he appears.

55. An Attorney-at-Law shall not discuss the merits of a case with the Judge or other presiding officer before whom he appears, in the absence of the opposite party.

### **RELATIONSHIP WITH OTHER MEMBERS OF THE PROFESSION**

56. An Attorney-at-Law shall act with all courtesy, respect and fairness towards his fellow members of the profession in all Professional matters. Bur Association Law Journal

57. It shall be improper for an Attorney-at-law to deal with the opposite party except in the presence and with the consent of the Attorney-at-Law representing such party.

58. An Attorney-at-Law should not permit his personal feelings and/or personal interest to influence his conduct of his Professional matter.

59. The above principles would apply when an Attorney-at-Law is opposed to a person who is not an Attorney-at-Law in any Professional matter.

60. An Attorney-at-Law must not conduct himself in any manner which would be reasonably regarded as disgraceful or dishonourable by Attorney-at-Law of good repute and competency or which would render him unfit to remain an Attorney-at-Law or which is inexcusable and such as to be regarded as deplorable by his fellows in the profession.

61. An Attorney-at-Law shall not conduct himself in any manner unworthy of an Attorney-at-Law.

62. The above Rules are not exhaustive.

**In terms of Rules 1978, the attire of Attorneys-at-Law has been prescribed as follows:**

**Rule 6**            The attire for Attorneys-at-Law other than women Attorneys-at-Law shall be as follows:

Black coat and dark or white trousers and black tie, or white National costume, or black sherwani with dark or white trousers.

**Rule 7** The attire of women Attorneys-at-Law shall be:

White, black, gray, or mauve saree and jacket, or white, black, gray, or mauve frock below the knee length or black coat and black long trousers up to the ankle with high necked white long-sleeved shirt with collar tucked inside the trouser and black gown/cloak.

Maternity wear shall be a black high necked long frock below the knee length with white long-sleeved shirt and black gown or the saree and jacket of the correct colors as aforementioned with black gown/cloak.

**Rule 8** Attorneys-at-Law appearing in the Supreme Court and the Court of Appeal shall also wear a black gown.