

**OFFICE OF THE DISTRICT & SESSIONS JUDGE NORTH-WEST DISTRICT
ROHINI COURTS:DELHI**

Genl.I/NW & N/Rohini/2020/.....⁶⁴⁰⁹⁻⁶⁴⁷⁸


Delhi, dated the.....^{07/02/2020}

Sub:- Copy of order(s) dated 22.01.2020 and 06.09.2019 passed by the Hon'ble Ms. Justice Anu Malhotra in Crl. M.C. 323/2020 titled as Pawan Sharma & Anr. Vs. State & Anr. and Crl. M.C. 2935/2019 titled as Rakesh Jain & Ors. Vs. State & Anr. respectively.

Enclosed copy of letter bearing endst. No. 6360-/Crl. dated 05.02.2020 alongwith a copy of order(s) dated 22.01.2020 and 06.09.2019 passed by the Hon'ble Ms. Justice Anu Malhotra, Hon'ble High Court of Delhi, New Delhi in Crl. M.C. 323/2020 titled as Pawan Sharma & Anr. Vs. State & Anr. and Crl. M.C. 2935/2019 titled as Rakesh Jain & Ors. Vs. State & Anr. is being forwarded for information and necessary compliance to :-

1. All the Ld. Judicial Officers, DHJS and DJS, North-West and North District, Rohini Courts, Delhi (including Family Courts) through **their Email Address available with this Branch** and inform them accordingly.
2. Personal Office, North-West & North District, Rohini Courts Complex, Delhi.
3. The Dealing Official, Computer Branch, Rohini Courts, Delhi for uploading the same on WEBSITE.
4. The Dealing Official, R & I Branch, Rohini Courts, Delhi for uploading the same on LAYERS.

Encl:- As above


(Rakesh Kumar-IV)
Officer Incharge, General Branch-I,
North-West & North District,
Rohini Courts Complex, Delhi.

HIGH COURT OF DELHI AT NEW DELHI

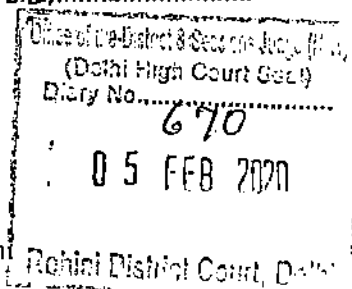
No. 6360- /Crl. Dated 05/02/2020

From :

The Registrar General,
Delhi High Court,
New Delhi.

To:

1. The District & Sessions Judge (HQ)/ Central, Tis Hazari Courts, Delhi
2. The District & Sessions Judge, West, Tis Hazari Court, Delhi
3. The District & Sessions Judge, New Delhi, Patiala House Courts, Delhi
4. The District & Sessions Judge, South, Saket Courts, Delhi
5. The District & Sessions Judge, South-East, Saket Courts, Delhi
6. The District & Sessions Judge, East, Karkardooma Courts, Delhi
7. The District & Sessions Judge, North East, Karkardooma Courts, Delhi
8. The District & Sessions Judge, Shahdara, Karkardooma Courts, Delhi
9. The District & Sessions Judge, North West, Rohini Courts, Delhi
10. The District & Sessions Judge, North, Rohini Courts, Delhi
11. The District & Sessions Judge, South West, Dwarka Courts, Delhi
12. The District & Sessions Judge, Rouse Avenue Courts, Delhi
13. The CMM (North East), KKD Courts, Delhi



Crl. M.C. No. 323/2020

Pawan Sharma & Anr.

.....Petitioners

V/s

State & Anr.

.....Respondents

Petition under Section 482 Cr.P.C., for quashing of the FIR No. 615/2019, registered at P.S. Bhajanpura, Delhi U/S 498A/506/34 IPC and all consequential proceedings thereof

Sir/Madam,

I am directed to forward herewith immediate compliance/necessary action a copy of judgment/order dated 22/01/2020 passed in the above case by Hon'ble Ms. Justice Anu Malhotra of this Court.

Vide aforesaid order the Hon'ble Court has directed to circulate the judgement dated 06.09.2019 to all District Courts of Delhi including all the Family Courts of Delhi for adherence to the direction thereof as directed in Ganesh V. Sudhir Kumar Shrivastava & Ors. Civil Appeal No. 4031-4032/2019 arising out of SLP (C) No.s 32868-32869/2018 and adhered to and followed by the Court in Rakesh Jain & Ors. V. State and Anr. In Crl. M.C. 2935/2019 by this Court.

You are therefore, requested to circulate the aforesaid order dated 22.01.2020 & dated 06.09.2019 to all the District Courts of Delhi including all the Family Courts of Delhi in your respective districts for compliance of the orders dated 06.09.2019 and 22.01.2020.

Other necessary directions are contained in the enclosed copy of order dated 22.01.2020 and 06.09.2019.

Yours faithfully,

Assistant Registrar Judl. (Crl.II)

Encl : Copy of order dated : 22.01.2020 & 06.09.2019

and Memo of Parties of Crl. M.C. 323/2020

For Registrar General

Handed to Hd. D.C. Genl. Br. for n.a.

जिला एवं सत्र न्यायाधीश (उत्तर-पश्चिम)
District & Sessions Judge (North-West)
रोहिणी न्यायालय, दिल्ली
Rohini Courts, Delhi

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IN THE HIGH COURT OF DELHI AT NEW DELHI

CRIMINAL MISC. (MAIN) NO. 223 OF 2020

IN THE MATTER OF:

PAWAN SHARMA & ANR.

....PETITIONERS

VERSUS

STATE & ANR.

...RESPONDENTS

MEMO OF PARTIES

1. PAWAN SHARMA
S/O LATE SH. RAM AVTAR SHARMA

FIR NO. 6150/2019
P.S. BHAJANPURA
U/s 498A/506/34 'PC

2. JAGESHRI
W/O LATE SH. RAM AVTAR

BOTH R/O H.N. C-13, GALI NO.1, JAGATPURI
EXT., NEW DELHI

...PETITIONERS


VERSUS

1. STATE (NCT OF DELHI)
THROUGH ITS STANDING COUNSEL

2. SHIKHA SHARMA
D/O SH. OM PRAKASH SHARMA
R/O H.N. A-109, GALI NO.10, BHAJANPURA,
NEW DELHI.

...RESPONDENTS


FILED BY


ASHOK KUMAR SHARMA,
ADVOCATE FOR THE PETITIONERS,
745-A, LAWYERS CHAMBER,
SAKET COURTS, NEW DELHI- 110017
9910096548

NEW DELHI
DATED: 20.01.2020

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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ CRL.M.C. 323/2020

PAWAN SHARMA & ANR. Petitioners
Through: Mr.Ashok Kumar Sharma, Advocate
versus

STATE & ANR. Respondents
Through: Ms.Meenakshi Dahiya, APP for State
Respondent No.2 in person.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% 22.01.2020
Crl.M.A. No. 1385/2020

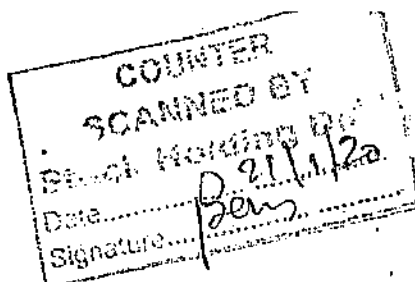
Exemption allowed, subject to just exceptions.

Crl.M.C. No. 323/2020

Vide the present petition which is one under section 482 Cr.P.C., the petitioners seek quashing of the FIR No. 615/2019, PS Bhajanpura under Sections 498A/506/34 IPC and all consequential proceedings emanating therefrom submitting to the effect that a settlement has been arrived at between the parties at the Counselling Cell, Family Courts in MT No. 328/19 and that the marriage between the petitioner No.1 and the respondent No.2 has since been dissolved vide a decree of divorce dated 7.1.2020 of the Court of the Principal Judge; Family Courts North-East, Karkardooma Courts, Delhi.

A bare perusal of the settlement deed dated 6.12.2019 indicates that vide clause 5 thereof, it has been agreed between the parties:

"5. The above settlement is with respect to all

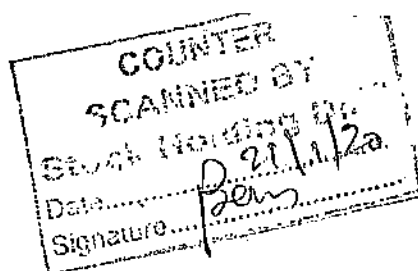


claims of wife/petitioner past, present and future alimony, istridhan, maintenance, pending amount of maintenance, articles and neither she nor her relatives shall claim anything from husband/respondent or his family members in future for herself or on behalf of child/children."

whereby the said settlement also indicates that there are two children Riya and Krishna born of the wedlock between the parties. Vide Clause 5 reproduced herein above it has categorically been stated to the effect that the wife would not claim anything from the husband/respondent or his family members for herself or **on behalf of the child/children**. It is apparent that the in terms of the verdict of the Supreme Court dated 22.4.2019 in *Ganesh V. Sudhir Kumar Shrivastava & Ors.*; Civil Appeal Nos. 4031-4032/2019 arising out of SLP(C) Nos. 32868-32869/2018 as adhered to and followed by this Court in *Rakesh Jain & Ors. v. State and Anr.* in Crl.M.C. No. 2935/2019 the said term between the parties is not in consonance with law, in as much as the mother cannot give up the right of the minor children qua maintenance or rights.

The learned counsel for the petitioner is apprised of the same so that the petitioners are also apprised of the same. The affidavit of the petitioner No.1 in relation to the said aspect qua re-working of the term of the settlement in relation to the rights of the children be filed.

It is essential to observe that vide judgment dated 6.9.2019 in Crl.M.C No. 2935/2019 which has since in terms of the said direction been circulated to the Co-ordinator of the Delhi High Court Mediation Centre and Judges Incharge of the Mediation Centres of the Delhi



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 2935/2019
RAKESH JAIN & ORS. Petitioners
Through: Mr. Amit Ojha, Adv.

versus

STATE & ANR Respondents
Through: Mr. Kewal Singh Ahuja, APP for
State with ASI Tarsem Lal, PS Kirti
Nagar.
Mr. Tarun Arora, Adv. for R-2 with
R-2.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
06.09.2019

%

Vide the present petition, the petitioners seek quashing of the FIR No.215/2016, PS Kirti Nagar registered under Sections 498A/406/34 of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the parties and all claims between the parties have been settled pursuant to the mediation proceedings dated 30.08.2017 arrived at at the Delhi High Court Mediation and Conciliation Centre. It has been submitted that the marriage between the petitioner no.1 and the respondent no.2 has since been dissolved vide a decree of divorce through mutual consent under Section 13B (2) of the HMA dated 19.11.2018 in HMA Petition No.3571/2018.

A submission was made on 29.05.2019 on behalf of the State however that the terms of the mediation settlement on the basis of which the petition

had been filed are not fair towards the rights of the child. Learned counsel for the petitioner agreed that the terms need to be re-worked. As a consequence thereof, parties were referred to the Delhi High Court Mediation and Conciliation Centre on 30.05.2019 and the settlement agreement dated 30.05.2019 was received from the Delhi High Court Mediation and Conciliation Centre with the terms thereof to the effect:

“AND WHEREAS as per Memorandum of Understanding dated 30.08.2017, the First Party and the Third Party agreed to dissolve their marriage by filing petition for divorce by mutual consent. It was further agreed that the First Party shall pay a total sum of Rs.6,00,000/- to the Third Party towards all claims and demands of maintenance for self and the child, stridhan, alimony etc. against the First Party.”

Apparently, the said terms in the said settlement dated 30.05.2019 were also not in accordance with law and the respondent no.2 on 05.09.2019, in reply to a specific Court query stated that she had not made any settlement qua the rights of the child through the settlement agreement. The parties, in the circumstances, were thus directed to appear before the Co-ordinator of the Delhi High Court Mediation and Conciliation Centre on 05.09.2019 itself and the terms of the settlement were directed to be re-worked in as much as the respondent no.2 stated that she has not made any settlement qua the claims of the child. The settlement agreement was thus directed also to be placed before the Court on 05.09.2019 itself. The said settlement agreement dated 05.09.2019 as arrived at at the Delhi High Court Mediation and Conciliation Centre is placed on record and the terms thereof are to the effect:

“a. The parties hereto confirm that they agreed to resolve their

issues arising out of their marital discord vide Memorandum of Understanding dated 30.08.2017 and Settlement Agreement dated 30.05.2019 whereby the First Party had agreed to pay Rs.6,00,000/- (Rupees Six Lakhs only) to the Second Party.

b. The parties hereto confirm that out of the agreed amount of Rs.6,00,000/- (Rupees Six Lakhs only), the First Party has already paid a sum of Rs.5,00,000/- (Rupees Five Lakhs only) to the Second Party.

c. The First and Third Party agree and confirm that above said agreed amount of Rs.6,00,000/- (Rupees Six Lakhs only) payable by the First Party to the Third Party is exclusively towards the rights of the Second Party regarding her maintenance (past, present and future) and permanent alimony.

d. The parties agree that Rs.6,00,000/- (Rupees Six Lakhs only) payable by the First Party to the Third Party is not towards any right of the child, Siya, for her maintenance, education or upbringing. The parties agree that baby Siya shall be free to recourse to the provisions of law for seeking appropriate relief from the Hon'ble Court to the said effect.

e. The parties agree that the First Party shall pay the final installment of Rs.1,00,000/- (Rupees One Lakh only) to the third party at the time of quashing of the FIR No.215/2016 u/s 406/498A/34 of the IPC P.S. Kirti Nagar, Delhi by way of demand draft before the Hon'ble Court and on receipt of the said amount, she shall not claim any further amount towards her maintenance (past, present or future) and permanent alimony.

f. The Third Party has agreed to cooperate with the First Party and Second Party in getting the above said FIR quashed from the Hon'ble Court."

The said agreement submitted is categorical vide clause- d to the effect that the agreement has been in relation to the claims of the respondent no.2 and that the parties were agreed that the minor child would be free to recourse to the provisions of law for seeking appropriate relief from the Court in relation to the aspect of maintenance, education and upbringing. On

bearing No.001762 dated 29.08.2019 drawn on the HDFC Bank, copy of which is on the record as Ex.CW2/E. There are now no claims of mine left against the petitioners. I am a graduate and I am in search of a job.

I have thus no opposition to the prayer made by the petitioners seeking quashing of the FIR No.215/2016, PS Kirti Nagar registered under Sections 498A/406/34 of the Indian Penal Code, 1860 nor do I want the petitioners to be punished in relation thereto.

I have made my statement voluntarily of my own accord without any duress, coercion or pressure from any quarter.

RO & AC
06.09.2019

ANU MALHOTRA, J

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IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C. 2935/2019

RAKESH

JAIN & ORS. Vs. STATE & ANR

06.09.2019

CW-1 ASI Tarsem Lal, PS Kirti Nagar.

ON S.A.

I identify the petitioner no. 1 Mr. Rakesh Jain, petitioner no.2 Mrs. Shanti Ben Pukhraj Jain, petitioner no.3 Mr. Popatlal Pukhraj Jain, petitioner no.4 Mrs. Manju Popat Pukhraj Jain and petitioner no.5 Mrs. Shankuntla Mohan Jain as being the accused arrayed in the FIR No.215/2016, PS Kirti Nagar registered under Sections 498A/406/34 of the Indian Penal Code, 1860. Another accused Mr. Mohanlal Pukhrajji Jain has already expired and the death certificate is placed on record. I also identify the respondent no.2 Ms. Sarita Gupta as being the complainant of the FIR in question.

RO & AC

06.09.2019

ANU MALHOTRA, J

tel
ASI - Tarsem Lal
PS Kirti Nagar
No 3712-D
Pls no 28870314
06/9/19



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Examiner

behalf of the State, it has been submitted that there is now no opposition to the prayer made by the petitioner seeking quashing of the FIR in question.

The Investigating Officer of the case has identified the petitioners as being the persons arrayed as the accused in the FIR and has further stated that other co-accused Mr. Mohanlal Pukhrajji has already expired and the death certificate in relation to his demise on the date 04.09.2019 is placed on the record. The Investigating Officer has also identified the respondent no.2 present in Court as being the complainant of the FIR in question. The respondent no.2 has also produced proof of identity in the form of her original Aadhar Card, copy of which is on the record as Ex.CW2/A.

The respondent no.2 on her examination on oath by the Court has affirmed having signed her affidavit annexed to the petition in support of the contents thereof Ex.CW2/B and the mediation settlement dated 05.09.2019 arrived at at the Delhi High Court Mediation and Conciliation Centre Ex.CW2/C voluntarily of her own accord without any duress, coercion or pressure from any quarter. She has further stated that the marriage between her and the petitioner no.1 has since been dissolved vide a decree of divorce through mutual consent under Section 13B (2) of the HMA dated 19.11.2018 in HMA Petition No.3571/2018 and has further stated that in terms of the settlement that has been arrived at between her and the petitioners, a total sum of Rs.6,00,000/- was to be paid to her by the petitioners, out of which, a sum of Rs.5,00,000/- has already been received by her previously and balance sum of Rs.1 lakh has been handed over to her by the petitioners through a Demand Draft bearing No.001762 dated 29.08.2019 drawn on the HDFC Bank, copy of which is on the record as

Ex.CW2/E. The respondent no.2 thus submits that there are no claims of hers left against the petitioners.

The respondent no.2 has also stated that she has done her graduation and presently is in search of a job and that she has made her statement voluntarily of her own accord without any duress, coercion or pressure from any quarter.

On a consideration of the submissions that have been made on behalf of either side, the examination of the respondent no.2, there appears no reason to disbelieve her statement that she has arrived at a settlement with the petitioners on 05.09.2019 voluntarily of her own accord, the FIR has apparently emanated from a matrimonial discord, which has since been resolved by the dissolution of the marriage between the petitioner no.1 and the respondent no.2 vide a decree of divorce through mutual consent and all claims between the petitioners and the respondent no.2 having been settled and it being apparent that the respondent no.2 being a graduate and educated thus in a state to understand the implications of her statement, it is considered appropriate, in the circumstances, to allow the prayer made by the petitioners seeking quashing of the FIR for maintenance of peace and harmony between the parties as also in terms of the verdict of the Hon'ble Supreme Court in *Narender Singh & Ors. V. State of Punjab*; (2014) 6 SCC 466 wherein it has been observed vide paragraph 31(IV) to the effect:

"31. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to

accept the settlement with direction to continue with the criminal proceedings:

(I)

(II)

(III)

(IV) On the other, those criminal cases having overwhelmingly and pre-dominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

.....

....."

and *Gian Singh vs. State of Punjab & Another*, (2012) 10 SCC 303, to the effect : -

"58..... No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the

offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.” [Refer to B.S. Joshi, (2003) 4 SCC 675; Nikhil Merchant, (2008) 9 SCC 677 and Manoj Sharma, (2008) 16 SCC 1.]”

and in view of the verdict of the Hon’ble Supreme Court in *Jitendra Raghuvarshi & Ors. Vs. Babita Raghuvarshi & Anr.* (2013) 4 SCC 58, to the effect : -

“15. In our view, it is the duty of the courts to encourage genuine settlements of matrimonial disputes, particularly, when the same are on considerable increase. Even if the offences are non-compoundable, if they relate to matrimonial disputes and the Court is satisfied that the parties have settled the same amicably and without any pressure, we hold that for the purpose of securing ends of justice, Section 320 of the Code would not be a bar to the exercise of power of quashing of FIR, complaint or the subsequent criminal proceedings.

16. There has been an outburst of matrimonial disputes in recent times. The institution of marriage occupies an important place and it has an important role to play in the society. Therefore, every effort should be made in the interest of the individuals in order to enable them to settle down in life and live peacefully. If the parties ponder over

their defaults and terminate their disputes amicably by mutual agreement instead of fighting it out in a court of law, in order to do complete justice in the matrimonial matters, the courts should be less hesitant in exercising their extraordinary jurisdiction. It is trite to state that the power under Section 482 should be exercised sparingly and with circumspection only when the Court is convinced, on the basis of material on record, that allowing the proceedings to continue would be an abuse of process of court or that the ends of justice require that the proceedings ought to be quashed....”

(emphasis supplied),

In view of thereof, the FIR No.215/2016, PS Kirti Nagar registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioners are quashed.

It is essential to observe as has been brought forth during the course of the present proceedings that there are terms of mediation settlements being incorporated in mediation settlements which are in conflict with the law in relation to the rights of the child born of the wedlock of spouses in proceedings under Sections 498A/ 406 of the IPC, 1860, qua which criminal proceedings, petitions seeking quashing thereof are filed. It is essential to observe that as laid down by the Hon'ble Supreme Court in **Ganesh Vs. Sudhirkumar Shrivastava & Ors.** In Civil Appeal 4031-4032/2019 arising out of SLP (C) Nos.32868-32869/2018, vide the verdict dated 22.04.2019, it has specifically been observed to the effect that it would open to the wife to give up any claim so far as maintenance or permanent alimony or stridhan but she could not have given up the rights which vest in the child insofar as maintenance and other issues are

concerned.

The Co-ordinator of the Delhi High Court Mediation and Conciliation Centre and the Judges, In-charge of the Mediation Centres of the District Courts of Delhi are requested to adhere to the law at the time of working out the settlement between the spouses specifically in relation to the rights of the child of the parties are concerned.

Copy of this order be sent to the learned Registrar General to ensure that the copies are sent to all the District & Sessions Judges concerned and Judges, In-charge of the Mediation Centres of the District Courts of Delhi as well as to the Co-ordinator of the Delhi High Court Mediation and Conciliation Centre for compliance.

Copy of the order be given *Dasti*, as prayed.


ANU MALHOTRA, J

SEPTEMBER 06, 2019

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Examiner

IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C. 2935/2019

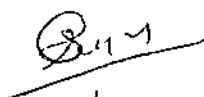
RAKESH JAIN & ORS. Vs. STATE & ANR

06.09.2019

CW-2 Sarita Gupta, d/o Mukesh Gupta, aged 32 years, r/o H. No.4/77, Ramesh Nagar, First Floor, New Delhi-110015.

I have brought my original Aadhar Card, copy of which is on the record as Ex.CW2/A (original seen and returned). My affidavit annexed to the petition in support of the contents thereof bears my signatures thereon at points A & B thereon on Ex.CW2/B. The mediation settlement dated 05.09.2019 arrived at at the Delhi High Court Mediation and Conciliation Centre bears my signatures thereon on each page thereof at point-A on Ex.CW2/C. I have signed all these documents voluntarily of my own accord without any duress, coercion or pressure from any quarter.

In terms of the said settlement arrived at between me and the petitioners, the marriage between me and the petitioner no.1 has since been dissolved vide a decree of divorce through mutual consent under Section 13B (2) of the HMA dated 19.11.2018 in HMA Petition No.3571/2018, copy of which is on the record as Ex.CW2/D. In terms of the settlement that has been arrived at between me and the petitioners, a total sum of Rs.6,00,000/- was to be paid to me by the petitioners, out of which, a sum of Rs.5,00,000/- has already been received by me previously and balance sum of Rs.1 lakh has been handed over to me by the petitioners through a Demand Draft


6/9/19

District to adhere to the law at the time of working out a settlement with the spouses specifically in relation to the rights of the children of the parties concerned, with copy of the said judgment having been directed also to be sent to all the learned District & Sessions Judge concerned, despite the said settlement being dated 6.12.2019 arrived at the Counselling Cell, Family Courts, which is post the direction dated 6.9.2019, the same does not take into account the rights of the minor children born of the wedlock between the parties. In as much as, vide the order dated 6.9.2019, copy of the said judgment had not specifically been directed to be circulated to the Family Courts, the Registrar General of this Court is directed to circulate the judgment dated 6.9.2019 to all the District Courts of Delhi including all the Family Courts of Delhi for adherence to the direction thereof as directed in *Ganesh V. Sudhir Kumar Shrivastava & Ors.* Civil Appeal Nos. 4031-4032/2019 arising out of SLP(C) Nos. 32868-32869/2018, and adhered to and followed by the Court in *Rakesh Jain & Ors. v. State and Anr.* in CrI.M.C. No. 2935/2019 by this Court.

The matter be renotified on 24.3.2020

JANUARY 22, 2020/SV



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