

IN THE SUPREME COURT OF INDIA
CIVIL/CRIMINAL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO.408 OF 2020

ANJALI MALIK

PETITIONER(S)

VERSUS

PIYUSH MALIK

RESPONDENT(S)

WITH

TRANSFER PETITION (CIVIL) NO. 882/2020

TRANSFER PETITION (CRL.) NOS.259-260/2020

O R D E R

Learned counsel for the parties have referred to the settlement agreement executed by and between the parties on 28.02.2023 before the Supreme Court Mediation Centre, New Delhi; the joint application (IA No.47675/2023) supported by affidavits of both the parties; and another application for appropriate order/direction (IA No.73477 of 2023), and have submitted that all the disputes and differences of the parties having been amicably resolved, appropriate and necessary orders may be passed in terms of their agreement.

2. The petitioner-wife has filed the petition [T.P. (C) No.408/2020] under Section 25 of the Code of Civil

Procedure, 1908 read with Order XLI of the Supreme Court Rules, 2013, seeking transfer of the petition filed by the respondent-husband for custody of their minor child, being Guardianship Case No.GP-35 of 2018 titled as "*Piyush Malik vs. Anjali Malik*" from the Family Court, South-East Saket, New Delhi to the Family Court, Jodhpur, Rajasthan.

3. The respondent-husband has also preferred the petitions [T.P.(C) No.882/2020 and T.P. (Cr1.) Nos.259-260/2020], respectively under Section 25 of the Code of Civil Procedure, 1908 and Section 406 of the Code of Criminal Procedure, 1973 read with Order XLI of the Supreme Court Rules, 2013, seeking transfer of petitions/applications filed by the petitioner-wife under Section 13 of the Hindu Marriage Act, 1955 being H.M.A.No.900 of 2018 titled as "*Anjali Malik vs. Piyush Malik*"; under Section 12 of the Protection of Women from Domestic Violence Act, 2005 being Application No.1434 of 2017; and under Sections 498-A and 406 IPC, being Application No.15028 of 2018 in F.I.R. No.07 of 2017 from the respective Courts to the Family Court or any other competent Court in New Delhi.

4. On 29.11.2022, these matters were referred to the Supreme Court Mediation Centre at the request of the

parties.

5. On 28.02.2023, the parties amicably resolved all their disputes and differences by entering into a settlement agreement in the presence of the Mediator and their respective counsel after participating in mediation sessions.

6. The parties have moved a joint application (IA No.47675/2023) in this Court with a prayer to dissolve their marriage by a decree of divorce by mutual consent and to quash/close all the matters and proceedings filed and pending between the parties in terms of the Settlement Agreement, by invoking our powers under Article 142 of the Constitution of India.

7. The settlement agreement dated 28.02.2023 reads as under:

"SETTLEMENT AGREEMENT

This Settlement Agreement/MOU made on the 28th day of February 2023 between:

Ms. Anjali Malik D/o Sh. Harish Batra, wife of Sh. Piyush Malik, Aadhar Card No-556690285563 residing at 23B51, Chopasani Housing Board, Jodhpur, Rajasthan (hereinafter referred to as 'First Party')

AND

Mr. Piyush Malik S/o Sh. Umesh Malik, Aadhar Card No-775326760631 residing at G-2/A, Masjid Moth Greater Kailash-II, New Delhi, (hereinafter referred to as 'Second Party').

This Hon'ble Court vide its order dated 29.11.2022 was pleased to refer the matter to

Mediation Centre, Supreme Court of India, New Delhi.

Comprehensive mediation sessions were held with the parties separately and jointly on 05.12.2022, 12.12.2022, 12.01.2023, 31.01.2023, 13.02.2023 and today i.e. on 28.02.2023 and with the indulgence of counsels and Mediator, the parties have arrived at an amicable settlement on the following terms and conditions:

The first party named Anjali Malik and the second party named Piyush Malik has agreed and hereby gives their express consent through this Settlement Agreement/MOU that they have no objection in entering into this agreement.

1. That the marriage of the above named parties was solemnized on 06.02.2013 at Jodhpur (Rajasthan) according to Hindu rites and customs. The marriage ceremony was performed at Jodhpur (Rajasthan).
2. That out of the aforesaid wedlock the parties were blessed male child Master Viyaan Mailk at Shubham Hospital, Delhi on 19.05.2015. whereas, after sometime of the marriage, disputes arose between the parties and they couldn't enjoy their married life happily and now the parties are living separately since 11.10.2016, since then there is no matrimonial/family relationship between both parties. The marriage between the parties has broken down completely, irretrievably and there is no possibility of any reconciliation. Matrimonial dis-accord culminated in parties filing several civil and criminal suits, details whereof are set out hereunder:

(A). Proceedings initiated by Anjali Malik (Wife), the First Party and her relatives

(i) Civil/Criminal Case No. 1433-1434 of year 2017 titled as Anjali Malik Versus Piyush Malik and Anr. under Domestic Violence Act currently pending before the court of Learned AMJM-7 Jodhpur Metro, Rajasthan.

(ii) Criminal Case No 161 of year 2018 titled as State Versus Piyush Malik and Ors. under section 498A, 406 currently pending before the court of Learned PCPNDT Cases Jodhpur Metro, Rajasthan, arising out of F.I.R. of No. 07 of year 2017, registered at Police station Mahila Thana Jodhpur West and,

(iii) Divorce Case under section 13 of H.M.A. Case No.900 of 2018 titled as Anjali Malik Versus Piyush Malik currently pending before the Family Court No 2 Jodhpur, Rajasthan.

(iv) Case No. 1001/2022 (CNR No RJHC01-041891-2022) for Maintenance appeal by Anajli Malik pending in Hon'ble Rajasthan High Court Principal Seat Jodhpur.

(v) Civil Transfer petition No 408 of 2020 pending in Hon'ble in Supreme Court.

(B). Proceedings initiated by the Second Party (Husband) or his relatives:

(i). Case No. GP/34/2018 titled as Piyush Malik Versus Anjali Malik pending before the Court of Hon'ble Principal Judge, Family Court, Saket Courts, New Delhi.

(ii). Case no 122/2022 (CNR no RJJU0A-000918-2022) Perjury done by Anjali Malik under Section 340 pending in 33-Special Judge Woman Atrocities, WAC Jodhpur Metro HQ

(iii). Civil Transfer petition No.882 of 2020 pending in Hon'ble in Supreme Court.

(iv). Criminal Transfer petition No 259-260 of 2020 pending in Hon'ble in Supreme Court.

3. That the relationship between the first party and second party has come up to such an end that there is no chance of cohabitation between the parties and it is now not possible for them to live together as husband and wife. All efforts and attempts were made by the friends and

relatives for reconciliation and for the resumption of marital relationship, but it could not be successful. The continuous differences between the parties have rendered normal married life impractical and impossible. The marriage has broken down completely.

4. That both the parties hereto confirm and declare that they have voluntarily and with their own free will, without any undue pressure or fear, have agreed to amicably settle the disputes through this Settlement Agreement/MOU which is being executed between Anjali Malik as 'First Party' and Piyush Malik as 'Second Party' in the presence of witnesses and respective counsels of both the parties. Both parties have agreed to part their ways forever by seeking divorce by mutual consent from competent courts of law on the following terms and conditions of the present "MOU" (Memorandum of Understanding) as mentioned in paras below

5. The following settlement/Terms of MOU (Memorandum of Understanding) has been arrived between both the parties hereto:

(A) That soon after signing this Settlement Agreement/MOU, both the parties have agreed and undertake to withdraw all the allegations/Court cases against each other.

(B) That both the parties will jointly move petition under Article 142 of the Constitution of India before Hon'ble Supreme Court of India for passing an order of dissolution of marriage, quashing of Criminal Cases and for closing of all other cases pending in between the parties mentioned above. In case if the Hon'ble Supreme would not incline to close all the cases while exercising its power under article 142 of Constitution of India, than both the parties will 'not press' all the court cases/complaints/representations pending between the parties or on behalf of them and withdraw the same on the basis of this Settlement Agreement/MOU by filing a

joint application for withdrawal/compounding of cases along with affidavits of both the parties as well as concerned complainants before the appropriate courts/authorities.

(C) That both the parties have agreed to settle the disputes and give their consent for dissolution of marriage under section 13B of Hindu Marriage act on the basis of mutual consent.

(D) It is agreed by Anjali Malik, the first party, that all her Stridhan & other gift items (Gold/ Jewelry/ Furniture/Electronic items etc) have been fully returned to her from Piyush Malik second party at Mahila Thana, Jodhpur west on 5.03.2017 under FIR no 07/2017, Criminal Case No 161 of year 2018 titled as State Versus Piyush Malik and Ors. under section 498A, 406. Now no more Stridhan is due/pending. Anjali cannot claim any other items from Piyush after signing of this agreement/MOU.

(E) That it is agreed and settled finally between both the parties that for welfare of their child Viyaan Malik, for Viyaan education, medical care, residential/housing needs, wedding etc Anjali Malik, the First party, will receive mutually agreed one time Fixed and Final amount of Rs. 7,00,000/- (Rupees Seven Lakhs Only) from Piyush Malik, Second Party towards full and final settlement as permanent alimony, for herself and for Viyaan Malik interim/final maintenance, claims, arrears, Charges for Supreme court Mediation visit/conveyance in Delhi/ Legal/Litigation Fees etc. arising out of various Acts viz. CrPC 125, Hindu Marriage Act, Protection of Women and child from Domestic Violence Act, Hindu Adoption & Maintenance Act and any other Act attracting such compensations. This amount of Rs 7,00,000/- (Rupees Seven Lakh Only) would be paid through Demand Draft No. 509378, Dated 27.02.2023, ICICI Bank Payable in favour of Anjali Batra. The

demand draft will be handed over by the second party to the Counsel for the First Party on the date when final order is being passed by the Hon'ble Supreme Court of India in Joint Application filed by the parties under Article 142 of the Constitution of India, thereby passing the final order for disposing of all the matters pending between the parties and granting divorce. Anjali Batra (Anjali Malik) First Party and her family cannot claim/withdraw any amount until all matrimonial cases filed by her and her family i.e 498A, 406, DV, Maintenance appeal, Divorce against Piyush Malik second party and his family gets quashed/withdrawn/nullified.

(F). That Anjali Malik, the first party, has fully agreed and gives her express consent through this Settlement Agreement/MOU that, in present & in future she will neither raise any claims for herself and nor for her child Viyaan Malik either directly or indirectly through family members/friends/relatives or any 3rd party/ committee/ organization etc against her husband Piyush Malik or any of his family members towards permanent alimony, interim/final maintenance, claims, arrears, fees etc. arising out of the Acts viz. CrPC 125, Hindu Marriage Act, Protection of Women from Domestic Violence Act, Hindu Adoption & Maintenance Act and any other Act attracting such compensations in any competent court of law in future enactment /law passed by the Govt having retrospective effect. All current Interim maintenance orders for herself & Viyaan Malik in DV Act will stand cancelled /nullified and can't be used for any claims in any further legal proceedings in Lower/Higher courts. In case under any change of circumstances Anjali Malik demand any kind of maintenance for herself or for her child Viyaan Malik.

(G). That both the parties agreed that the all the representations / complaints / moved/lodged by them or any of their

relatives or on behalf of either party by his counsel in the past against each other, their parents and relatives, would be withdrawn by both the parties by informing all of them that the disputes between both the parties have been settled/resolved amicably to the entire satisfaction of each other and no cause of complaint/dispute exist now. Both the parties further agreed that they will not file any complaint/case/legal proceedings before the court of law or at any other in regard to the present matrimonial dispute in between the parties.

(H). As Mutually agreed by both Parties with suggestion from their respective lawyers and Mediation counsellor. As Viyaan Malik has tender age of 7 years is currently residing with her mother at Jodhpur Physical Custody of Child Viyaan Malik shall remain with his mother Anjali Malik till the time Viyaan Malik reaches age of 18 years. However, both parents will have joint legal custody with Piyush Malik being Viyaan father have physical & Virtual visitation rights. In case Anjali Malik become incapable to take good care of Viyaan Malik his Physical & legal custody will be given to his father Piyush Malik and his parents/family members. In future if for any reason natural/unnatural Anjali Malik became physically/mentally ill get incapacitated/ emotionally challenged/financially broken down and becomes incapable to take good care of Viyaan Malik or dies Viyaan Malik legal & physical custody will be given to his father Piyush Malik and his parents/family members. In future for any reason natural/unnatural Piyush Malik or his parents /Viyaan Malik paternal grandparents dies Anjali will be legally bounded to bring/send Viyaan Malik for cremation rites of Viyaan Malik paternal family members in Delhi or at cremation location.

(I). That the physical visitation of Child Viyaan Malik and his father Piyush Malik and Grandparents (Piyush Parents) and

family members if accompany with Piyush Malik shall be once in three months for atleast 2-3 days continuously at Mediation Centre Jodhpur, Rajasthan. Anjali Malik gives undertaking that she will be legally bounded that Viyaan Malik meet his father and grandparents and meeting will last atleast for 2-3 hours each day. During their visitation time Only Anjali Malik will be present outside visitation meeting destinations prior or after the time Viyaan is with his father Piyush and parental family members. Anjali Malik or her family members will not directly or indirectly pressurize & influence Viyaan to voluntarily/involuntarily deny any contact with his father Piyush Malik & his grandparents/family members for physical or virtual visitation. They won't create any nuisance, hinderance, obstruction in Viyaan & his father/ grandparents visitation meeting. None of Anjali Malik's family member will be present at Mediation Centre.

(J). Piyush Malik and his family members/Viyaan Grandparents will have legal rights for virtual Visitation with his son Viyaan Malik. Piyush and Viyaan will make Audio/ Video calls/ share video Recordings to each other atleast 1-2 times in a week. Anjali Malik gives undertaking that she will be legally bounded that Viyaan Malik talk to his father and grandparents atleast for 1-2 times in a week for atleast 10-15 minutes call duration each time. Anjali Malik will have to share atleast one active phone number on which regular conversation with Viyaan will take place and Anjali won't block Piyush & his family member on that Phone number. Anjali Malik or her family members will not directly or indirectly pressurize & influence Viyaan to voluntarily deny any contact with his father Piyush Malik & his grandparents/family members for virtual visitation. They won't create any nuisance, hinderance, obstruction in Viyaan & his father/ grandparents phone/video calls/ virtual conversation.

(K). Both Parties gives undertaking that prior to getting Divorce decree except Viyaan Malik they don't have any other biological child with any partner outside their marriage. After getting divorce decree they are free to marry anyone and have children's. If at any point of time in future, it is found out any party have biological child before signing this settlement agreement/MOU, then the present settlement shall become null and void and the amount paid by Piyush Malik to Anjali Malik and her family members/Lawyers as alimony/maintenance Court/Litigation Fees shall be refunded back with interest. Defaulting party will immediately loose all kind of Legal Custody of Viyaan Malik and all kind of legal cases will be filed against perpetrator (her/him) and their family members.

(L). After Separation Anjali Malik has to share one Permanent/Temporary address where Viyaan will be residing at all point of time so that in case of any emergency Piyush & his family members knows whereabouts of his child Viyaan.

(M). That soon after signing this Settlement Agreement/MOU, both the parties will have no claims, rights, title and interest to any property, qua movable or immovable of any nature whatsoever anywhere in India and other countries against each other, whether self acquired or inherited before and/or after marriage and relinquish all the claims, rights and interests, if any, against each other. No suit in whatsoever form will lie in any Court in this regard hereafter. Anjali Malik first party gives undertaking that on behalf of her son Viyaan Malik she will not demand or claim any rights, title and interest to any property, qua movable or immovable of any nature whatsoever anywhere in India and other countries from Piyush Malik and his Parents, whether self acquired or inherited before and/or after marriage and relinquish all the claims, rights and interests for her Son Viyaan Malik, if any either

directly or indirectly through family members/friends/relatives or any 3rd party/ committee/organization etc. In case on behalf of Viyaan Malik, Anjali Malik or her family members/relatives or any other 3rd party/ committee/ organization etc on instance of Anjali Malik demands or claim for Viyaan Malik rights, title and interest to any of Piyush and his parents property, qua movable or immovable of any nature, whether self-acquired or inherited legal cases will be filed against Anjali Malik and her family members/friends/relatives and she will immediately loose physical custody of Viyaan permanently. Piyush Malik being father will get full legal custody of Viyaan Malik.

(N) That soon after signing this Settlement Agreement/MOU, both the parties shall not disclose, use or involve directly, indirectly, in disclosing or impersonating or leaking or using personal information, including but not limited to Aadhar Card number, PAN Card information, past address, present address, institutes attended, countries lived in, cities lived in, date of birth, passport information, asset information (movable and immovable) , copies of degrees, certificates, school and college information, bank account related information, credit information, net worth, medical/health records, tax information etc.

(O). That it is confirmed that no party has filed any other suit/petition/application before any court/institution/authority/commission against each other or their family members. However, if any such complaint/petition/application has been inadvertently left out of the list mentioned above, or shall come in the knowledge of the parties, it shall be withdrawn/ 'not press' by the parties concerned in the light of this Settlement Agreement/MOU.

(P). That by signing this Settlement

Agreement/MOU, the parties hereto state that they have no further claims or demands of whatsoever nature against each other and the dispute and differences between the parties have been permanently settled amicably by the parties hereto through the process of conciliation/ mediation.

(Q). That by signing this Settlement Agreement/MOU both parties are legally bounded for getting all matrimonial matters settled, they will co-operate and take part in all legal settlement proceedings and they can't backout midway until final Divorce decree is issued by this Hon'ble Court. If any parties withdraws from above mentioned terms and conditions or backout after signing Settlement Agreement/MOU they will be legally pursued for breach of contract and their rights to fight all current matrimonial cases mentioned in Points 2A & 2B stands cancelled out and they won't have any legal power to contest any of those cases whereas opposite party will be free of any charges in all of above cases.

(R) That by signing this Settlement Agreement/MOU, both parties will be legally bounded to inform about this Settlement Agreement/MOU to respective courts at Jodhpur, Rajasthan/Delhi as mentioned in Point A or wherever parties had filed legal cases against each other and all legal proceedings at Jodhpur, Rajasthan/Delhi will be permanently stayed till the time all such cases are quashed/withdrawn.

6. That both the parties have agreed that none of them will make any effort to defame / malign the other party in person or their respective parents or relatives through any social media or forum in any other manner.
7. Both the parties agree and undertake that they have settled all their disputes and grievances against each other and against their family members amicably and they shall not file any complaints, proceedings whether criminal or civil, if any against each other or their family members or stake

any claim on the movable or immovable, joint or ancestral, self-acquired or HUF properties of either parties and their respective families. Both the parties further undertake to withdraw the aforesaid matters or any other matter if any pending against each other anywhere.

8. By signing this Agreement, the parties hereto solemnly state and affirm that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto, through the process of Mediation.
9. That both the parties agree and undertake that they have settled all their disputes and grievances against each other and against their family members amicably in terms of the present settlement agreement and have agreed to remain bound by the terms and conditions as have been mutually and amicably agreed by the parties herein.
10. That the parties are accordingly signing this settlement agreement in presence of all named above, to authenticate their will to comply the same as agreed above.

Sd/-
(Anjali Malik)
Petitioner-in-person

Sd/-
(Piyush Malik)
Respondent-in-person

Sd/-
(Mrinmay Bhattmewara)
Advocate of the Petitioner

Sd/-
(Ankit Anandraj Shah)
Advocate for the Respondent

Sd/-
(Namita Sharma)
Advocate of the Petitioner

Sd/-
(Kumar Aditya)
Advocate for the Respondent

Sd/-
(Kailash Khatri)
Advocate of the Petitioner

Sd/-
[Savitri Pandey]
Mediator
Supreme Court of India

Dated: 28th February, 2023”

8. After the settlement agreement aforesaid, when the matter was taken up in the Court on 28.03.2023, learned counsel for the respondent-husband handed over the demand draft bearing No.509378 in the sum of Rs.7,00,000/- (Rupees seven lakh) to the learned counsel for the petitioner-wife, who accepted the same in full and final discharge of the liability of the respondent-husband in terms of the settlement and thus the obligations as stated in Clause (E) of the agreement stood discharged.

9. Upon taking up this matter on 29.03.2023, even while being, *prima facie*, satisfied that the parties had settled their disputes by way of lawful compromise, we expressed reservations in relation to Clause (M) of the settlement agreement regarding future rights of the minor son of the parties; and found it difficult to endorse the same. At the request of the learned counsel for the parties, the matter was deferred so that parties could take appropriate steps. Now, learned counsel for the parties have filed another application (I.A. No.73477 of 2023) seeking modification of the said Clause (M) of the settlement agreement and substituting

the same by following:

"That soon after signing the Settlement Agreement/MOU, both the parties will have no claims, rights, title and interest to any property, qua movable or immovable of any nature whatsoever anywhere in India and other countries against each other, whether self-acquired or inherited before and/or after marriage and relinquish all the claims, rights and interests, if any, against each other. No suit in whatsoever form will lie in any Court in this regard hereafter. Anjali Malik/first party undertakes that Piyush Malik/Second Party shall get the full physical custody of the child in the event Anjali Malik or her family members/relatives or any other third party, demands or claim on behalf of Viyaan Malik, any rights, title and interest in any of Piyush and his parents movable or immovable property, of any nature, whether self-acquired or inherited."

10. Hence, the said clause (M) mentioned in the Settlement Agreement dated 28.02.2023 stands substituted with the aforesaid Clause mentioned in I.A. No.73477/2023. The settlement is accepted in this modified form and the parties also undertake to abide by all their obligations thereunder without any exception.

11. Learned counsel for the parties frankly submit that the parties having arrived at settlement and the terms of settlement having been fulfilled, necessary orders may be passed by invoking our powers under Article 142 of the Constitution of India.

12. Having regard to the above, and in the circumstances of the case, we are of the considered view that the settlement agreement entered between the

parties deserves to be accepted; and the prayer jointly made, for dissolution of marriage solemnized on 06.02.2013, deserves to be granted. Further, it is just and proper that all the proceedings pending between the parties be disposed of, on the terms and conditions as stated and agreed to by the parties.

13. Accordingly, and in view of the above:

(a) H.M.A. No.900 of 2018 titled as "*Anjali Malik vs. Piyush Malik*" pending in the Court of Judge, Family Court, Jodhpur, stands withdrawn to this Court and stands disposed of with reference to Section 13-B of the Hindu Marriage Act, 1955 where, by invoking powers under Article 142 of the Constitution of India, we grant a decree of divorce by mutual consent to the parties. Consequently, the marriage between the petitioner and the respondent solemnised on 06.02.2013 stands dissolved.

(b) Guardianship Case GP-35 of 2018 titled as "*Piyush Malik vs. Anjali Malik*" pending before the Judge, Family Court, South East Saket, New Delhi also stands withdrawn to this Court and stands disposed of in terms of the aforesaid settlement agreement dated 28.02.2023 read with

its modified Clause (M), as mentioned in I.A. No.73477 of 2023.

(c) The proceedings in Application No. 1434 of 2017 titled as "*Anjali Malik & Anr. vs. Piyush Malik and Anr.*" in the Court of Chief Metropolitan Magistrate No.7, Jodhpur; Application No.15028 of 2018 arising from F.I.R. No. 07 of 2017 titled as "*Anjali Malik vs. Piyush Malik and Anr.*" in the Court of Additional Chief Judicial Magistrate, Jodhpur; and Case No.122 of 2022 (CNR No. RJJU0A-000918-2022) before the Special Judge, Woman Atrocities, WAC Jodhpur Metro HQ stand terminated and shall be closed accordingly.

(d) The proceedings in Case No.1001 of 2022 (CNR No RJHC01-041891-2022), being an appeal filed by the petitioner-wife for maintenance, said to be pending before the Rajasthan High Court, Principal Seat, Jodhpur, also stand terminated and the said appeal shall also stand disposed of accordingly.

14. The Settlement Agreement dated 28.02.2023 with modified Clause(M) is taken on record, made a part of this Order, and accepted by the Court. All claims stand

settled in terms thereof.

15. The parties agree that, henceforth, they will not initiate any proceedings against each other in reference to the issues which stand foreclosed in terms of the settlement agreement. They also undertake to abide by their obligations without any exception.

16. Consequently, these transfer petitions are disposed of in the aforementioned terms. All pending applications also stand disposed of.

17. While disposing of the matter, we place on record our appreciation for the efforts made by the learned mediator and respective learned counsel in assisting the parties to arrive at an amicable settlement and also to draw the agreement and its modified terms in accordance with law.

....., J.
(DINESH MAHESHWARI)

....., J.
(SANJAY KUMAR)

NEW DELHI
APRIL 17, 2023

ITEM NO.32

COURT NO.6

SECTION XVI-A

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Transfer Petition(s)(Civil) No(s). 408/2020

ANJALI MALIK

Petitioner(s)

VERSUS

PIYUSH MALIK

Respondent(s)

(IA No. 47675/2023 - PASSING APPROPRIATE ORDER OR DECREE UNDER
ARTICLE 142 OF THE CONSTITUTION AND IA No. 34367/2020 - STAY
APPLICATION)

WITH

T.P.(C) No. 882/2020 (XVI-A)

(IA No. 76023/2020 - STAY APPLICATION AND I.A. No.73477 of 2023)

T.P.(CrI.) No. 259-260/2020 (XVI-A)

(IA No. 83525/2020 - STAY APPLICATION)

Date : 17-04-2023 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE DINESH MAHESHWARI

HON'BLE MR. JUSTICE SANJAY KUMAR

For Parties :

Mr. Mrinmay Bhattmewara, Adv.
Mrs. Samprati Bhattmewara, Adv.
Mr. Ankit Verma, Adv.
Mr. Rajvir Singh Bhati, Adv.
Mr. Vivek Gupta, AOR

Mr. Ankit Anandraj Shah, AOR
Mr. Kumar Aditya, Adv.

UPON hearing the counsel the Court made the following
O R D E R

The transfer petitions are disposed of in terms
of the signed order.

Pending applications also stand disposed of.

(NEETU KHAJURIA)
ASTT. REGISTRAR-cum-PS

(RANJANA SHAILEY)
COURT MASTER

(Signed order is placed on the file.)