

**IN THE HIGH COURT OF DELHI, AT NEW DELHI
CIVIL WRIT JURISDICTION**

WRIT PETITION (CIVIL) NO. _____ OF 2025

IN THE MATTER OF:

Kommit Infotech LLP ... PETITIONER

VERSUS

Union of India ...RESPONDENT

SYNOPSIS

This writ petition, filed under Articles 226 and 227 of the Constitution of India, challenges the constitutionality of Entry 2 of Schedule I of the Information Technology Act, 2000 (“**IT Act**”), which excludes Powers of Attorney (“**PoAs**”) from the purview of electronic signatures. The Petitioner contends that this exclusion is manifestly arbitrary, discriminatory, and disproportionate in the current digital age.

The latest Schedule I of the IT Act (after the last amendment in 2022 through a notification dated 26.09.2022) lists the categories of documents to which the provisions of the IT Act do not apply and consequently, electronic signatures cannot be used for the execution of such documents.

The documents include:

1. *A negotiable instrument (other than a cheque, a Demand Promissory Note or a Bill of Exchange issued in favour of or endorsed by an entity regulated by the Reserve Bank of India, National Housing Bank, Securities and Exchange Board of India, Insurance Regulatory and Development Authority of India and Pension Fund Regulatory and Development Authority) as defined in Section 13 of the Negotiable Instrument Act, 1881 (26 of 1881).*
2. *A **power-of-attorney** as defined in section 1A of the Powers-of-Attorney Act, 1882 (7 of 1882) [but excluding those power-of-attorney that empower an entity regulated by the Reserve Bank of India, National Housing Bank, Securities and Exchange Board of India, Insurance Regulatory and Development Authority*

of India and Pension Fund Regulatory and Development Authority to act for, on behalf of, and in the name of the person executing them].

3. *A trust as defined in section 3 of the Indian Trust Act, 1882 (2 of 1882).*
4. *A will as defined in clause (h) of section 2 of the Indian Succession Act, 1925 (39 of 1925), including any other testamentary disposition by whatever name called.*

[emphasis supplied]

By way of the last amendment to the Schedule I (in 2022 through a notification dated 26.09.2022), the scope of the Schedule was reduced by permitting electronic signatures for PoAs granted to regulated financial entities, a cheque, a Demand Promissory Note or a Bill of Exchange issued in favour of or endorsed by an entity regulated by the financial entities. Additionally, there was an entry 5, which is now completely omitted, which included contracts for the sale or conveyance of immovable property or any interest in such property, demonstrating a shift towards digitisation. The entries 1, 2, and 5, prior to the amendment, were as follows (*entries in the erstwhile Schedule I*):

1. *A negotiable instrument (other than a cheque) as defined in section 13 of the Negotiable Instruments Act, 1881 (26 of 1881).*
2. *A power-of-attorney as defined in section 1A of the Powers-of-Attorney Act, 1882 (7 of 1882).*
5. *Any contract for the sale or conveyance of immovable property or any interest in such property.*

As is evident from the above, the legislature in its wisdom took note of the advancements in technology, which necessitated the amendments and reduction in the scope of the Schedule I of the Act. However, the continued exclusion of other PoAs from the IT Act is unjustified. Originally, they were included due to concerns about security and

reliability, but now these concerns are obsolete and not applicable with advancements in digital technology and widespread acceptance of electronic processes such as electronic evidence recording, online court-appearances, as well as electronic notarisation.

The continued exclusion of all PoAs, except for those already under regulatory oversight, from the purview of the IT Act presents a clear case of over-inclusion. Despite significant advancements in digital technology that have demonstrably enhanced the security and reliability of numerous electronic processes, these PoAs are still treated as inherently less secure. This blanket exclusion fails to acknowledge the nuanced reality where many digital PoAs now operate within secure digital environments, effectively treating unequal situations as equal. Moreover, the 2022 amendment's omission of these other PoAs from the reduced scope of Schedule I constitutes under-inclusion, as it maintains distinctions between various forms of PoAs despite the diminishing relevance of such distinctions in the face of technological progress. Consequently, the current legal framework's persistent and undifferentiated exclusion suffers from over-inclusion, leading to a discriminatory and manifestly arbitrary outcomes.

The Petitioner argues that a legislation, initially valid, can become arbitrary and discriminatory due to changing circumstances. The rationale for excluding PoAs from the IT Act's purview has ceased to exist in light of advancement of reliability and security of electronic signature technology, rendering the exclusion arbitrary and violative of equality. This petition seeks to strike down Entry 2, enabling full electronic notarisation of PoAs, aligning with India's push for digitisation.

This challenge rests upon the doctrine of temporal reasonableness, encapsulated in the Latin maxim "*Cessante ratione legis cessat ipsa lex*" which means that reason is the soul of the law and when the reason of

any particular law ceases, so does the law itself. Thus, when the reason for which a particular law was enacted ceases to exist due to efflux of time, then the law too must cease to exist {*Independent Thought vs. Union of India* [(2017) 10 SCC 800]; *Satyawati Sharma vs. Union of India*, [(2008) 5 SCC 287]}.

As is evident from the 2022 amendment, certain institutions are now permitted to execute, sign, and submit PoAs electronically - acknowledging the obsolescence of purely physical processes. Similarly, the necessity for electronically signing and notarisation of documents has become increasingly apparent. Consequently, the existing exclusions and restrictions within the IT Act, particularly those affecting PoAs, which no longer necessitate the intended stringent oversight associated with physical notarisation, appear arbitrary and discriminatory in the context of modern digital capabilities.

The Petitioner regularly receives queries from clients who want to get PoAs signed and notarised electronically. The continued exclusion of PoAs from the purview of the IT Act constitutes an unreasonable restriction on the fundamental right of the Petitioner to practice its profession, occupation, trade, or business guaranteed under Article 19(1)(g).

Hence, this writ petition.

LIST OF DATES AND EVENTS

| Dates | Events |
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| 09.06.2000 | The Information Technology Act, 2000 (“ IT Act ”) came into effect. The exclusions to which the IT Act would not apply were enlisted in Section 1(4) earlier which laid |

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| | <p>as follows:</p> <p><i>“Nothing in this Act shall apply to,—</i></p> <p><i>(a) a negotiable instrument as defined in section 13 of the Negotiable Instruments Act, 1881;</i></p> <p><i>(b) a power-of-attorney as defined in section 1A of the Powers-of-Attorney Act, 1882;</i></p> <p><i>(c) a trust as defined in section 3 of the Indian Trusts Act, 1882;</i></p> <p><i>(d) a will as defined in clause (h) of section 2 of the Indian Succession Act, 1925 including any other testamentary disposition by whatever name called;</i></p> <p><i>(e) any contract for the sale or conveyance of immovable property or any interest in such property;</i></p> <p><i>(f) any such class of documents or transactions as may be notified by the Central Government in the Official Gazette.”</i></p> |
| 17.10.2000 | <p>Information Technology (Certifying Authorities) Rules, 2000 (“IT Rules”) came into effect. These rules <i>inter alia</i> establish guidelines and regulations for the Certifying Authorities that are responsible for issuing Digital Signatures Certificates (“DSC”), essentially providing legal validity to electronic signatures within the framework of the IT Act.</p> |
| 05.02.2009 | <p>The Information Technology (Amendment) Act, 2008</p> |

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| | <p>brought significant changes to the legal framework governing electronic transactions in India. Notably, it replaced the term “Digital Signature” with the broader term “Electronic Signature”, thereby expanding the scope of legally recognized electronic authentication. This amendment also clarified the applicability of the IT Act by shifting the list of excluded documents and transactions from Section 1(4) to Schedule I.</p> |
| 25.08.2015 | <p>Digital Signature (End Entity) Rules, 2015 [<i>new signature rules for End entities</i>] came into effect. These rules were established to define and regulate the standards and procedures for individuals and organizations to use Digital signatures in India, ensuring the authenticity and security of electronic documents under the IT Act, essentially setting the guidelines for how a person or entity can legally sign electronic documents digitally within the Indian legal framework.</p> |
| 26.09.2022 | <p>Amendments to the Schedule I were done as follows:</p> <p><i>“2. In the said Schedule,— (i) for serial number 1 and the entries relating thereto, the following serial number and entries shall be substituted, namely:—</i></p> <p><i>1. A negotiable instrument (other than a cheque, a Demand Promissory Note or a Bill of Exchange issued in favour of or endorsed by an entity regulated by the Reserve Bank of India, National Housing Bank, Securities and Exchange Board of India, Insurance Regulatory and Development Authority of India and Pension Fund Regulatory and Development Authority) as defined in section 13 of the Negotiable Instrument</i></p> |

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| | <p><i>Act, 1881 (26 of 1881).”;</i></p> <p><i>(ii) in the entries relating to serial number 2, after the words, figures and brackets “the Powers-of-Attorney Act, 1882 (7 of 1882)”, the words “but excluding those power-of-attorney that empower an entity regulated by the Reserve Bank of India, National Housing Bank, Securities and Exchange Board of India, Insurance Regulatory and Development Authority of India and Pension Fund Regulatory and Development Authority to act for, on behalf of, and in the name of the person executing them.” shall be inserted;</i></p> <p><i>(iii) serial number 5 and the entries relating thereto shall be omitted.”</i></p> |
| 2022 | <p>A software called “NotarEase” was launched by Kommit Infotech LLP (Petitioner) for making the notarisation process smooth and efficient by bringing an online notarisation process.</p> |
| 23.11.2023 | <p>The legal recognition of electronically signed and notarised affidavits marked a significant step in the modernisation of legal procedures. This milestone was achieved in the case of “<i>Shri Prem Prakash Dhawan vs. Mr. Aman Dhatarwal & Ors., CS(COMM) 161/2020</i>”, wherein this Hon’ble Court provided the initial legal acknowledgment of their validity.</p> |
| 06.02.2024 | <p>The legal recognition of electronically signed and notarised affidavits was elaboratively discussed and accepted in “<i>Srinath Kumbargeri Venkatachalappa vs.</i></p> |

C.A. Shivaram & Anr., C.O. (COMM.IPD-TM) 13/2024”, wherein this Hon’ble Court provided a detailed order on their acceptance and the process adopted by NotarEase.

The relevant part of the order has been extracted hereunder:

“...17.[...]Therefore, the Plaintiff’s constituted attorney utilized the online notary platform “NotarEase”, through which, he appeared virtually before a qualified Notary Officer in Delhi and digitally signed the affidavits and vakalatnama in support of the suit and accompanying applications, before the Officer. The entire process for e-notarization has been elaborated in paragraph No. 2(a) to (h) of the application. The screenshots of the video call, completion certificate issued by eMudhra, and document log details, explaining the procedure adopted have been reproduced in the application.

18. Considering the aforementioned, the Court is satisfied that Plaintiff’s constituted attorney has electronically signed the notarised affidavits filed along with the suit and accompanying applications as well as the vakalatnama. Accordingly, the application is allowed in terms of prayer 8(a) and (b) of the application....”

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| 29.05.2024 | <p>The legal validation of electronically signed and notarised affidavits has been further solidified by this Hon'ble Court in the case of "<i>Singh & Singh Law Firm LLP & Anr. vs. Singh and Singh Attorneys & Ors., CS(COMM) 466/2024</i>". This decision reinforces the growing acceptance and legal standing of electronic notarisation within the Indian legal system.</p> |
| 18.11.2024 | <p>The Delhi High Court's Mediation Centre, "Samadhan", has also played a role in validating electronic notarisation. In the case of "<i>Srinath Kumbargeri Venkatachalappa vs. C.A. Shivaram & Anr., CS(COMM) 113/2024</i>", the mediation centre recognized the validity of electronic notarisation during the signing of a Settlement Agreement by the parties involved and the mediator. This action further demonstrates the increasing acceptance and integration of electronically signed and notarised documents within the legal framework.</p> |
| - | <p>Recognizing the accelerating trend of digitisation and the potential for expanding its platform, the Petitioner sought to extend electronically signing and notarisation services for Powers of Attorney as well. However, a significant obstacle arose from the IT Act, which currently excludes Powers of Attorney from the scope of documents that can be electronically signed. This exclusion is manifestly arbitrary and therefore unconstitutional for the reasons stated in the petition.</p> |

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| 14.10.2024 - present | Queries received from potential clients regarding electronic signing and notarisation of Powers of Attorney. Please note that the Petitioner continues to receive these queries from time to time. Hence, this Petition. |
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WRIT PETITION (CIVIL) NO. _____ OF 2025

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VERSUS

Union of India ...RESPONDENT

**WRIT PETITION (CIVIL) UNDER ARTICLES 226 AND 227 OF
THE CONSTITUTION OF INDIA, 1950 CHALLENGING THE
CONSTITUTIONALITY OF ENTRY 2 OF THE SCHEDULE-I OF
THE INFORMATION TECHNOLOGY ACT, 2000 BEING
MANIFESTLY ARBITRARY, DISCRIMINATORY, AND
DISPROPORTIONATE**

To,

The Hon'ble Chief Justice

His Companion Justices of the

Hon'ble High Court of Delhi

The Humble Petition of the
Petitioner above named

MOST RESPECTFULLY SHOWETH

1. The present writ petition has been necessitated by the Petitioner under Articles 226 and Article 227 of the Constitution of India, in the nature of a mandamus. Through this petition, the Petitioner challenges the constitutional validity of Entry 2 of Schedule I of the Information Technology Act, 2000 ("IT Act"), asserting that its continued inclusion is manifestly arbitrary, discriminatory, and disproportionate in the present

technological context; and for directing the Respondents to recognise and accept electronically signed and notarised PoAs as legally equivalent to their physically executed counterparts.

2. NotarEase, a software application launched in 2022 by the Petitioner, Kommit Infotech LLP, presents a significant advancement in document signing and notarisation aligned with India's increasing focus on digitisation. This platform offers a convenient, reliable, and simple fully online and electronic alternative to the traditionally cumbersome physical notarisation process. Designed to simplify and expedite document notarisation while preserving its sanctity, NotarEase provides enhanced reliability, improved digital record-keeping, and increased speed and convenience for a diverse user base, overcoming the limitations of physical presence before a notary. The process of electronically signing and notarising documents through NotarEase has been recognised and accepted by this Hon'ble Court on multiple occasions since at least 23.11.2023.
3. NotarEase currently uses eMudhra as its Electronic Signature Platform. eMudhra is a Certifying Authority, licensed by the Controller of Certifying Authorities (appointed by the Government of India u/s 17 of the Information Technology Act, 2000). Certifying Authorities are authorised to issue electronic signature Certificates under the scheme of the Information Technology Act, 2000 including Section 35 thereof.
4. By eliminating the necessity for physical presence and reducing processing times, NotarEase effectively addresses the core challenges associated with conventional notarisation, providing a modern and efficient solution.
5. The Petitioner, managing a platform called "NotarEase" launched for making the notarisation process smooth and efficient by bringing about a

process for online electronic signatures and notarisation, is getting regular queries from potential clients regarding electronic signing and notarisation of PoAs. The method of signing and notarising documents, including PoAs, online and electronically, is far more secure and reliable than the conventional way of doing it physically. It may be noted that the Petitioner continues to receive these queries from time to time, hence the cause of action lies in the favour of the Petitioner herein. The very continued existence of Entry 2 of Schedule 1 of the IT Act 2000 is an impingement on the fundamental rights of the Petitioner inasmuch as the powers of attorney only electronically signed and notarised on the Petitioner's platform do not have equal recognition as physically notarised PoAs in view of the impugned provisions.

True copies of the email queries received by the Petitioner's software called "NotarEase" regarding electronic signing and notarisation of the Powers of Attorney (PoAs) has been annexed herewith and marked as **Annexure A-1 (Colly.)**.

6. In furtherance of its commercial operations of the platform NotarEase and the principles on which it was founded and operates, the absolute prohibition as stated above within Entry 2 of the Schedule I of the IT Act is an overbroad and disproportionate restriction that infringes upon the fundamental right to practice its profession or business under Article 19 (1)(g) of the Constitution of India, 1950. It fails to meet the standard of reasonableness required by Article 19(6) and ignores the availability of regulatory alternatives that could balance security concerns with the need for efficient digital transactions.
7. At the time of enactment of the IT Act in 2000, the digital landscape was significantly less developed in comparison with today. Presumably, the absence of robust security measures necessitated a cautious approach to electronic transactions by the government. The prevailing concerns regarding the safety, security, and authenticity of online systems had

perhaps warranted the exclusion of certain instruments such as Powers of Attorney (“**PoA**”), Negotiable Instruments, wills, etc. from the purview of the IT Act back when it was enacted in 2000.

A true copy of the Schedule I of the IT Act, 2000 (before amendment 2022) including a list of documents excluded from the purview of IT Act, 2000 has been annexed herewith and marked as **Annexure A-2**.

8. However, the technological environment has undergone a transformative evolution. The introduction of secure internet banking platforms, the establishment of the Aadhaar framework with its robust biometric and demographic authentication capabilities, and the proliferation of advanced encryption and electronic signature technologies have fundamentally altered the landscape of digital transactions. These advancements have effectively mitigated the security risks that could have justified the initial exclusions. Furthermore, with the introduction of electronic signature tools, including Aadhaar eSignatures in 2015 and other , these documents can be signed and authenticated electronically using electronic signatures in accordance with the IT Act and the related rules, thereby enhancing business efficiency and transaction speed without compromising on the authenticity of the signatures.
9. The Gazette notification No. S.O. 4720 (E) by the Ministry of Electronics and Information Technology (MeitY) dated 26.09.2022 to the IT Act, 2000, amending the Schedule I to the IT Act, represents a pivotal shift in digital transaction legality. *Firstly*, the notification removed the 5th entry, i.e. “*Any contract for the sale or conveyance of immovable property or any interest in such property*” from Schedule I of the IT Act, thereby bringing it under its purview and legalising electronic signatures on contracts for sale or conveyance of immovable properties. *Secondly*, and more importantly, it permitted the use of electronic signatures on negotiable instruments and Powers of Attorney PoAs “*issued in favour of*

or endorsed by an entity regulated by the Reserve Bank of India, National Housing Bank, Securities and Exchange Board of India, Insurance Regulatory and Development Authority of India and Pension Fund Regulatory and Development Authority”. While initially targeting financial institutions and streamlining mortgage contract digitisation, the amendment signals a wider legislative intent to drive commercial growth through the secure transition from physical to electronic documentation and signatures.

A true copy of the Gazette Notification No. S.O. 4720 (E) dated 26.09.2022 making amendments to the Schedule I of the IT Act, 2000 along with the updated Schedule I is annexed herewith and marked as **Annexure A-3 (Colly.)**.

10. Furthermore, the evolving jurisprudence and legislative amendments, such as the 2022 amendment to the Schedule I as stated above, demonstrate a growing recognition of the viability, authenticity, and security of electronic signatures. To maintain consistency and promote the progressive realization of a digitally empowered society, the Schedule I of the IT Act must be amended further so as to remove the exclusion of PoAs entirely from it, to truly reflect the current state of digital progress.
11. The principle that constitutional validity is not static, but rather subject to the evolving societal and technological landscape, forms the cornerstone of this challenge to the Entry 2 of the Schedule I of the IT Act, 2000. While the exclusions of PoAs enumerated within the Schedule I may have possessed a rational basis at the time of the Act’s inception, predicated upon the limited state of digital security and authentication at that time, the passage of time has rendered these exclusions constitutionally invalid.
12. This challenge to the Entry 2 of the Schedule I of the IT Act, 2000, rests upon the doctrine of temporal reasonableness, encapsulated in the Latin maxim “*Cessante ratione legis cessat ipsa lex*” which means that reason is

the soul of the law and when the reason of any particular law ceases, so does the law itself. Thus, when the reason for which a particular law was enacted ceases to exist due to efflux of time, then the law too must cease to exist.

13. In the aforesaid context, it would be apposite to refer to a few decisions of Hon'ble Supreme Court of India wherein the dynamic nature of law *vis-à-vis* the passage of time has been discussed.

a. In *Independent Thought vs. Union of India* [(2017) 10 SCC 800], it was observed thus by a two-Judge Bench of as follows:

“88. ... Traditions that might have been acceptable at some historical point of time are not cast in stone. If times and situations change, so must views, traditions and conventions.”

b. In *Satyawati Sharma vs. Union of India*, [(2008) 5 SCC 287], a two-Judge Bench has laid down as under:

“32. It is trite to say that **legislation which may be quite reasonable and rational at the time of its enactment may with the lapse of time and/or due to change of circumstances become arbitrary, unreasonable and violative of the doctrine of equality** and even if the validity of such legislation may have been upheld at a given point of time, the Court may, in subsequent litigation, strike down the same if it is found that the rationale of classification has become non-existent [...]”

(Emphasis supplied)

14. Furthermore, a clear distinction exists between prohibition and regulation. Absolute prohibition of exclusions of PoAs which are not executed on behalf of the authorities which are not regulated by the authorities as mentioned currently in Entry 2 of the Schedule I of the IT Act (as amended), as opposed to reasonable regulation, is justifiable only in circumstances where no viable regulatory framework can effectively address the underlying concerns.

15. The platform “NotarEase” adopts a comprehensive process for electronically signing and notarising the documents. The detailed procedure followed by NotarEase for electronically signing and notarising the documents is provided hereinbelow:

- a. An online appointment is booked by the organiser of the notarisation appointment by uploading the PDF of the Document(s) on the online notarisation platform “NotarEase”. The organiser then chooses the time slot to book an online appointment with the Notary.
- b. The Notary and all the signatories join a video conferencing call.
- c. The Document(s) are simultaneously visible to the signatories as well as the Notary .
- d. The Notary verifies the identity of all the signatories by comparing the details of the uploaded ID with the ID shown by the signatories during the video call.
- e. Once the identities of the signatories are confirmed, the Notary initiates the e-signature process, which takes place using an Electronic Signature Platform. The legal recognition of electronic signatures is provided u/s 5 of the 2000 Act. For ready reference, Section 5 of the 2000 Act is reproduced as under: -

“5. Legal recognition of electronic signatures –

Where any law provides that information or any other matter shall be authenticated by affixing the signature or any document shall be signed or bear the signature of any person, then, notwithstanding anything contained in such law, such requirement shall be deemed to have been satisfied, if such information or matter is authenticated by

means of electronic signature affixed in such manner as may be prescribed by the Central Government.

Explanation. – For the purposes of this section, “signed”, with its grammatical variations and cognate expressions, shall, with reference to a person, mean affixing of his hand written signature or any mark on any document and the expression “signature” shall be construed accordingly.”

- f. The Documents are stamped with the Notary’s details.
- g. The Notary, at the end, electronically signs the Document(s) in the same way.
- h. Through this process, the Document(s) are electronically signed and notarised.

The aforesaid procedure, curated with utmost compliance with all the relevant laws in letter and spirit, demonstrates that if a PoA would get executed on the platform “NotarEase”, then there would be no concerns or reasons which would justify the continued exclusion of PoAs from the purview of the IT Act.

16. There are many e-governance applications already using e-signatures. Some of them are discussed herein, such as:

- a. **MCA21** – MCA21 stands as a cornerstone of the Indian government’s e-governance initiatives, spearheaded by the Ministry of Corporate Affairs (“MCA”). This comprehensive platform is designed to fully automate the spectrum of processes involved in the proactive enforcement and compliance of legal mandates stipulated under the Companies Act, 1956, the New Companies Act, 2013, and the Limited Liability Partnership Act, 2008. By digitizing these procedures, MCA21 aims to enhance transparency,

efficiency, and accessibility in corporate governance, fostering a more streamlined and accountable regulatory environment.

- b. Income Tax e-filing-** According to the revised Section 44AB of the Income Tax Act, it is compulsory for a professional and individual having an annual gross income of Rs. 25 lakhs and more to file an income tax e-file. Therefore, the electronic signatures have streamlined the process of e-filing the income tax.
- c. Indian Railway Catering and Tourism Corporation (“IRCTC”)-** IRCTC also mandates the use of Digital Signature Certificates (DSCs) for its authorized agents to book tickets online. These agents are required to possess a Class 3 DSC, which serves as a crucial tool to authenticate the online transaction.
- d. Directorate General of Foreign Trade (“DGFT”)-** To facilitate secure online submissions for critical processes, such as acquiring Importer-Exporter Codes (“IECs”) and license applications, the DGFT mandates either Class 2 or Class 3 DSCs. This requirement ensures that all electronic transactions conducted through the DGFT website are verifiable and protected against fraud, thereby promoting a reliable and efficient trade environment.
- e. Structural Financial Messaging System (“SFMS”)-** SFMS serves as a critical Electronic Data Interchange (“EDI”) platform for banks, leveraging the INFINET network for secure communication. To streamline and accelerate various interbank operations, including fund transfers, Management Information System (“MIS”) reporting, and general information dissemination, SFMS facilitates efficient data exchange. A fundamental security feature of SFMS is the integration of electronic signatures, ensuring the authenticity and integrity of every message transmitted across the network.

17. Deemed to be signed: There are several instances, including for documents / notifications issued by the Hon'ble Supreme Court of India, where the document is deemed to be signed when it is uploaded to the official website of the Hon'ble Supreme Court of India. For example:

- a. The notification dated 09 April 2025 issued by the Hon'ble Supreme Court of India regarding AOR exams, the Ld. OSD (Registrar) & Secretary Kuntal Sharma Pathak **merely wrote "Sd/-" on top of the name and did NOT electronically or physically sign the notification on any of the pages.**

11. The Advocates-on-Record Examination - 2025, shall be conducted through Pen & Paper mode only.

Sd/-
(KUNTAL SHARMA PATHAK)
OSD(REGISTRAR) & SECRETARY
BOARD OF EXAMINERS
ADVOCATES-ON-RECORD EXAMINATION

- b. The notification dated 26 March 2025 issued by the Hon'ble Supreme Court of India regarding gender sensitisation committees does **NOT** even carry the name of the Registrar who signed it. It merely states **"Sd/-"** and **does NOT carry any physical or electronic signature.**

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| 10. | Ms. Bansuri Swaraj, Senior Advocate [Nominee of Hon'ble the Chief Justice of India under Clause 4(2)(f)] | Member |
| 11. | Ms. Liz Mathew, Senior Advocate [Nominee of Hon'ble the Chief Justice of India under Clause 4(2)(h)] | Member |
| 12. | Dr. Leni Chaudhuri, (Executive Director, University of Chicago Centre in India Pvt. Ltd.) [Nominee of Hon'ble the Chief Justice of India under Clause 4 (2)(h)] | Member |

Sd/-
Registrar (Court & Building)]

Copy to : **All concerned.**

These notifications claim credibility solely from the fact that they are uploaded on the official website of the Hon'ble Supreme Court of India. In light of these deemed signatures by the Hon'ble Supreme Court of India, a document must be deemed to be signed if it is sourced from a verifiable source uniquely linked to the person / entity signing the document (such as the official website or an official email ID).

True copies of various orders, notifications, and circulars issued by different High Courts, government ministries, and regulatory bodies that are considered invalid due to a lack of sufficient signatures along with their accessible links are annexed herewith as **Annexure A-4 (Colly.)**.

18. The validity and efficacy of electronically signing and notarising documents on NotarEase, has received notable recognition within this Hon'ble Court as well as its Mediation Centre, "Samadhan", in various proceedings. The Ld. Controller General of Patents, Designs and Trade Marks (CGPDTM) has also appreciated the accessibility and simplification of the notarisation process. Beyond mere acknowledgment, the electronic notarisation process has garnered commendation, signifying a positive endorsement of its implementation and benefits.

The video link to the LinkedIn post where the Ld. CGPDTM has acknowledged the process of online notarisation has been attached herewith:

https://www.linkedin.com/posts/notarease_notarease-notariseonline-godigital-activity-7178670390154596352-jswR

True copies of the orders passed by this Hon'ble Court as well as its Mediation Centre, acknowledging the validity of electronically signing and notarisation of documents done by NotarEase have been annexed herewith and marked as **Annexure A-5 (Colly.)**.

19. An extract from one such order dated 06.02.2024 in the matter of *Srinath Kumbargeri Venkatachalappa vs. C.A. Shivaram & Anr.* [C.O.

(COMM.IPD-TM) 13/2024] before this Hon'ble Court, this Hon'ble Court observed:

“6. Mr. Tanmaya Mehta, counsel for Petitioner, seeks permission to file electronically signed and notarised affidavits and vakalatnama. He submits that because of pressing commitments of the Petitioner's constituted attorney, who is currently in Dubai, he was unable to visit the Indian embassy/ consulate at Dubai for attestation/ apostille of the documents, which is a time-consuming process. Therefore, the constituted attorney utilized the online notary platform “NotarEase”, through which, he appeared virtually before a qualified Notary Officer in Delhi and digitally signed the affidavits and vakalatnama in support of the petition and accompanying applications, before the Officer. The entire process for e-notarization has been elaborated in paragraph No. 2(a) to (h) of the applications. The screenshots of the video call, completion certificate issued by eMudhra, and document log details, explaining the procedure adopted have been reproduced in the applications.

7. Considering the aforementioned, the Court is satisfied that Petitioner's constituted attorney has electronically signed the notarised affidavits filed along with the petition and accompanying applications as well as the vakalatnama. Accordingly, the applications are allowed in terms of prayer 8(a) and (b) of the applications.”

(emphasis supplied)

The order of this Hon'ble Court itself, just like all other orders of this Hon'ble Court, was signed digitally - similar to the affidavits and vakalatnama signed by the Petitioner in said matter.

20. Contrarily, several courts of India have expressed serious concerns regarding the reliability and security of traditional physical notarisation processes. Notable judgments highlighting these concerns include:

a. Supreme Court of India- Hon'ble Supreme Court of India, in the judgment titled *Bhagwan Singh vs. State of U.P., 2024 SCC OnLine SC 2599* pointed out the professional ethics to be followed by the advocates and the notaries. While pointing out the observation in

Saumya Chaurasia vs. Directorate of Enforcement (2024) 6 SCC 401 has observed and laid as follows:

“..36. As observed by this Court in Saumya Chaurasia vs. Directorate of Enforcement -

‘13. It cannot be gainsaid that every party approaching the court seeking justice is expected to make full and correct disclosure of material facts and that every advocate being an officer of the court, though appearing for a particular party, is expected to assist the court fairly in carrying out its function to administer the justice. It hardly needs to be emphasised that a very high standard of professionalism and legal acumen is expected from the advocates particularly designated senior advocates appearing in the highest court of the country so that their professionalism may be followed and emulated by the advocates practising in the High Courts and the District Courts. Though it is true that the advocates would settle the pleadings and argue in the courts on instructions given by their clients, however their duty to diligently verify the facts from the record of the case, using their legal acumen for which they are engaged, cannot be obliterated.’

*37. Similarly, the Notaries Act, 1952 regulates the profession of Notaries. The functions and duties of Notaries are enumerated in Section 8 thereof. The transaction of business by a Notary is contained in Rule 11 of the Notaries Rules, 1956. **Any acts or omissions thereof, on the part of the Notary would tantamount to misconduct, and the person complained against would be unfit to be a Notary.***

38. Having recorded above, the Registry is directed to send a copy of the order to the Bar Council of India and to the Government of India for necessary perusal and action as may be deemed necessary....”

(emphasis supplied)

A true copy of the judgment titled *Bhagwan Singh vs. State of U.P., 2024 SCC OnLine SC 2599* pointing out the duties of a notary

public and advocates has been annexed herewith and marked as **Annexure A-6**.

- b. Delhi High Court-** Hon'ble Delhi High Court in *KBT Plastics (P) Ltd. vs. Rajender Singh, 2021 SCC OnLine Del 4763* addressed the issues faced by the physical notaries and attestation of the affidavits. While addressing the aforementioned issue, Hon'ble Delhi High Court laid down the following directions to be considered while executing the attestation of affidavits:

“...23. Considering the facts of the present case and the manner in which the affidavit came to be attested, without the deponent having even signed the affidavit, the manner in which the counsel identified the deponent's signatures, and the attestation of the said affidavit by the Oath Commissioner, this Court is of the opinion that certain safeguards need to be prescribed to maintain the sanctity of the process of signing and attestation of affidavits, which are statements on oath filed before a Court. Accordingly, in addition to the conditions stipulated by the Delhi High Court in the Circular extracted above, the following safeguards shall also be followed for the purposes of attestation of affidavits:

(a) Whenever advocates identify the deponents on affidavits, the advocates shall ensure that the deponent is signing in their presence.

(b) Whenever affidavits are identified by the Counsels for the deponents, the enrolment number and the mobile number of the Counsel shall be mentioned below the signature and name of the advocate concerned.

(c) Oath Commissioners/Notaries before whom the deponents do not appear personally, shall attest the affidavits on the basis of the identification of the advocates where the particulars in (b) above are fully mentioned. In addition, details of a Government issued ID card, such as Aadhaar card, passport, PAN card shall be mentioned in the Register of the Oath Commissioner or Notary concerned, along with the name and

mobile number of the person who has brought the affidavit for attestation such as a Court Clerk, Munshi etc.

24. The present order be communicated to the worthy Registrar General of this Court, for considering whether fresh and comprehensive guidelines need to be issued for attestation of affidavits by Oath Commissioners and Notaries. Let a copy of this order be communicated to the Bar Council of Delhi for maintaining the same in their records. The present order be also circulated to all the Bar Associations in Delhi including the DHCBA...”

(emphasis supplied)

A true copy of the judgment titled *KBT Plastics (P) Ltd. vs. Rajender Singh*, 2021 SCC OnLine Del 4763 in which the Hon’ble Delhi High Court has laid down the directions qua attestation of affidavits has been annexed herewith and marked as **Annexure A-7**.

The Hon’ble Delhi High Court, in *Wahid Khan vs. MCD [W.P.(C) 16514/2023]*, brought to light a serious procedural irregularity concerning the filing of a Contempt Petition [*CONT.CAS(C) 1918/2023*] without the knowledge or consent of the party’s counsel. This alarming breach of protocol prompted the Court to summon both the advocate responsible for filing the petition and the Notaries Public who attested the supporting affidavits. The Court further directed them to submit the original records pertaining to the affidavit attestation to the Registrar General. Following a thorough examination of the Registrar General’s comprehensive report, two Notaries Public were found *prima facie* culpable of misconduct and were subsequently issued notices, highlighting the Court’s commitment to upholding the integrity of legal proceedings and the accountability of those involved.

The relevant paragraph of the order dated 20.09.2024 in which the Hon’ble Court found the Notaries Public were found guilty is extracted hereunder:

“...2. A perusal of the report would indicate that Advocate Mr. Asad Iqbal [Enrolment No.: D/42/2010; Mobile No.: 9891735156; E-mail ID: Asadiqbaladvocate@gmail.com] and public notaries Mr. Roop Singh [Enrolment No.: D/236/2006] and Ms. Shahjahan [Enrolment No.:D/390/1997], are prima facie found guilty for their conduct, as has been noted in the report....”

(emphasis supplied)

True copies of the relevant order dated 21.12.2023 in which the primary issue of the physical notaries was called out and the order dated 20.09.2024 before this Hon’ble Court, in which the notaries public along with the advocate were prima facie found guilty in *Wahid Khan vs. MCD [W.P.(C) 16514/2023]* are annexed herewith and marked as **Annexure A-8 (Colly.)**.

- c. **Bombay High Court-** Hon’ble Bombay High Court in the matter of *Dhanlaxmi Chandu Devrukar vs. Town Planning/Land Acquisition Officer, 2022 SCC OnLine Bom 337* has also pointed out the malpractices conducted by the physical notaries and the relevant paragraphs of the judgment are extracted hereunder:

“...37. We have considered the submissions of the Learned Amicus Curiae Mr. Kohli and have given due consideration to his comprehensive Report covering the prevalent law in India and the recent developments across the World, including in the United States of America. In our considered opinion, undoubtedly, the Act and Rules framed thereunder are in pressing need for major reform. We are, on a daily basis, coming across matters wherein Notaries, Advocates and Parties are mischievously getting documents notarized. However, we are now pleased to note that the Draft Bill has been published proposing digitization of the records of a Notary and digitization and automation of notarial work undertaken by Notaries. We would like to believe that by the use of Information Technology, the prevalent mischief will be reduced to a great extent...”

(emphasis supplied)

A true copy of the judgment titled *Dhanlaxmi Chandu Devrukar vs. Town Planning/Land Acquisition Officer, 2022 SCC OnLine Bom 337* passed by the Hon'ble Bombay High Court pointing out the issues in the physical notaries and highlighting the relevance of digitisation has been annexed herewith and marked as **Annexure A-9**.

21. Therefore, with the growing need of electronically signing and notarisation of documents for making the process efficacious, the exclusion of PoAs as mentioned in Entry 2 of Schedule I of the IT Act, 2000, has increasingly become not only arbitrary but also devoid of practical meaning in light of the rapidly advancing digitisation of the economy. Consequently, the current exclusions lack a rational nexus to the present state of digital security and authentication, rendering them arbitrary and discriminatory.
22. Hence this Writ Petition.

GROUND

- A. BECAUSE the continued inclusion of all PoAs, with the exception of those already subject to regulatory oversight, within the ambit of Schedule I of the IT Act, 2000, constitutes a clear instance of over-inclusion, rendering the provision manifestly arbitrary and discriminatory. Despite demonstrable advancements in digital technology that have significantly bolstered the security and reliability of numerous electronic processes, such inclusion is unreasonable and amounts to treating the general PoAs unequally from the ones that are subject to regulatory oversight. This blanket exclusion disregards the nuanced reality wherein a significant number of digital PoAs now operate within demonstrably reliable electronic environments, thereby treating unequal factual scenarios as equal under the law.

- B. BECAUSE such continued exclusion of the PoAs as mentioned in Entry 2 to the Schedule I of the IT Act from the purview of electronic signatures and notarisation is arbitrary and discriminatory under Article 14 of the Constitution of India, 1950, as it lacks a rational nexus to the current state of digital security. The technological advancements, particularly the introduction of electronic signatures, have eliminated the substantive distinction between physical and electronic authentication, rendering the exclusions obsolete.
- C. BECAUSE the rationale underpinning the exclusion of PoAs as enumerated Entry 2 of the Schedule I of the IT Act, 2000, has become obsolete. Originally, these exclusions presumably stemmed from the reliance on traditional, non-digital notarisation processes. However, with the advent of advanced technological solutions, the foundational justification for these limitations has eroded. Consequently, adhering to the doctrine of “temporal reasonableness”, which dictates that legal restrictions must remain commensurate with their underlying purpose, the continued exclusion of these instruments is no longer tenable. The obsolescence of the original rationale necessitates the dissolution of the exclusionary provisions to maintain the Act’s relevance in a technologically evolved landscape.
- D. BECAUSE, applying the principle of temporal triggers, specifically a terminative trigger, dictates that the existing exclusions of PoAs as mentioned in Entry 2 of the Schedule I of the IT Act should be extinguished. A terminative temporal trigger, by definition, marks the point at which legal events, including powers, rights, obligations, and claims, cease. In this context, the obsolescence of the original justification for the Schedule I exclusions constitutes the triggering event. Consequently, to ensure the Act’s continued efficacy and alignment with contemporary technological realities, a terminative trigger must be

activated, thereby abrogating the exclusionary provisions and bringing an end to their associated limitations.

- E. BECAUSE the absolute prohibition of electronic signatures and notarisation of PoAs as listed in Entry 2 of the Schedule I of the IT Act, 2000, constitutes an unreasonable restriction on the fundamental right of the Petitioner to practice its profession, occupation, trade, or business guaranteed under Article 19(1)(g).
- F. BECAUSE such prohibition fails to meet the test of “reasonable restrictions” under Article 19(6), as it is overly broad, disproportionate, and ignores the availability of less restrictive regulatory alternatives.
- G. BECAUSE the acts should have an evolving constitutional validity with societal and technological advancements. While such exclusions of PoAs as listed in Entry 2 of the Schedule I may have been justifiable at the IT Act’s inception in 2000, they have become constitutionally invalid due to the profound evolution of digital security and authentication.
- H. BECAUSE electronic signature solutions provided by NotarEase for the Indian residents as well as non-residents are more reliable as it provides an irrefutable electronic signature audit trail. The electronically signed documents significantly reduces the risk of impersonation, due to the unique and novel process implemented by NotarEase.
- I. BECAUSE absolute prohibition of PoAs as listed in Entry 2 of the Schedule I is an unreasonable restriction, as it fails to explore regulatory alternatives that could balance security concerns with the need for efficient digital transactions.
- J. BECAUSE the underlying exclusion of PoAs as listed in Entry 2 of the Schedule I, in itself, goes against the government’s own push for digitisation. The amendment to the schedule I made by the government in 2022 shows the government’s intent to increase digitisation.

23. The Petitioner craves leave to add/alter/amend/modify/delete any of the grounds and / or facts herein, if required.
24. The Respondent squarely falls within the ambit of 'State' as defined under Article 12 of the Constitution of India, and is, as such, amenable to the Writ Jurisdiction of this Hon'ble Court.
25. The Petitioner has no other alternative efficacious remedy and has hence, preferred the present writ petition before this Hon'ble Court for reliefs as prayed herein. The Petitioner has not filed any other similar petition before this Hon'ble Court or any other Court.
26. The Petitioner has preferred this petition within a reasonable time period as the grievance raised by the Petitioner through this Writ Petition has a continuing effect and the same is not delayed or barred by delays and laches.
27. The Petition has been filed *bona fide* and in the interest of justice.
28. The annexures with the present petition are true copies of their respective originals.

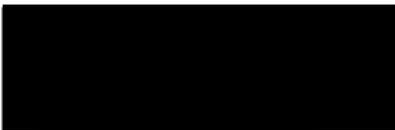
PRAYER

29. In view of the above-mentioned facts and circumstances, it is humbly prayed that this Hon'ble Court may be pleased to:
 - (a) Issue a writ in the nature of certiorari declaring Entry 2 of Schedule I of the Information Technology Act, 2000 as unconstitutional and null and void;
 - (b) Issue a writ declaring that electronically signed and notarised Powers of Attorney (PoAs), including those notarised on the Petitioner's platform shall be treated on par with the physically authorised ones

and consequently issue a writ in the nature of mandamus directing the Respondent to issue appropriate instructions in this regard to the concerned authorities; and

- (c) Pass any further appropriate order, direction as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.

AND FOR THESE ACT OF KINDNESS THE PETITIONER SHALL DUTY BOUND SHALL EVER PRAY.


PETITIONER
THROUGH


Date: 01.05.2025



[REDACTED]@notarease.com>

Assistance with Special Power of Attorney (SPA) for India

14 October 2024 at 02:07

To: "hello@notarease.com" <hello@notarease.com>

Cc: [REDACTED]

Dear Notarease,

I hope this message finds you well. I have a Special Power of Attorney (SPA) that has been notarized by a lawyer here in [REDACTED]. I need to get it approved and ready to be sent to my lawyer for use in an Indian court. [REDACTED]

Could you please advise if you can assist with this? I would greatly appreciate your guidance.

Thank you for your time.

Warm regards,

[REDACTED]



SPA.docx

16K



[REDACTED]@notarease.com>

Online Notarization of Special Power of Attorney

14 October 2024 at 12:41

To: "hello@notarease.com" <hello@notarease.com>

Hello,

Our Client, an Indian Passport holder, is currently working in [REDACTED].

His case is pending in [REDACTED].

He needs to execute a Special Power of Attorney in favour of [REDACTED].

Please guide stepwise.

Thanking you ,

Best,

[REDACTED]

[REDACTED]



[REDACTED]@notarease.com>

Notarise documents.

15 October 2024 at 22:24

To: "hello@notarease.com" <hello@notarease.com>

Hello.

I just have a question regarding [REDACTED] I need to get a power of attorney letter notarised and a court petition notarised [REDACTED]. [REDACTED]? Also would like to know what are the identification documents required for this process.

Thank you

Regards

[REDACTED]



[REDACTED]@notarease.com>

Need help with Power of Attorney

18 October 2024 at 08:49

[REDACTED]
[REDACTED]
To: "hello@notarease.com" <hello@notarease.com>

Hi Team ,

I need to get my power of Attorney done [REDACTED]

[REDACTED]
Can we arrange a time please.

My user email is [REDACTED]

Regards

[REDACTED]
[REDACTED]

[REDACTED]



[REDACTED]@notarease.com>

Notarization of Power of Attorney

23 November 2024 at 11:37

To: hello@notarease.com

Sir/Madam,

I am [REDACTED]

My client who is presently residing in [REDACTED] is facing practical issues in apostling a Power of Attorney before the Consulate/Embassy in [REDACTED] due to [REDACTED].

He is unable to process the same in timely manner and is unable to send across the apostles documents to [REDACTED] for filing a suit.

As such, his Power of Attorney is required to be notarized at the earliest, enabling him to file necessary suit through his attorney holder, before the Courts [REDACTED].

As it is expedient and necessary to Notarize his Power of Attorney, for the purpose of filing a suit, it is requested to kindly facilitate notarization of 'Power of Attorney' at the earliest i.e., latest by 25th November 2024.

Request you to kindly do the needful and oblige.

We shall share the draft Power of Attorney to your goodself, soon after you provide an appointment.

Regards,

[REDACTED]
Advocate



[REDACTED]@notarease.com>

Online Notarisation

[REDACTED]
To: "HELLO@NOTAREASE.COM" <HELLO@notarease.com>

4 March 2025 at 01:57

Dear Sir/Madam,

Please find attached POA draft.

As discussed with you by [REDACTED] [REDACTED] who would like to book an appointment online and get our POAs Notarized.

Please review attached draft and advise us next step

Thanking you.

With regards

[REDACTED]



POA [REDACTED]
24K



[REDACTED]@notarease.com>

RE: Execution of POA

24 March 2025 at 11:46

[REDACTED]
To: hello@notarease.com

We are based in [REDACTED] and would like to execute Power of Attorney to sign a property assignment agreement in [REDACTED] on our behalf. Please advise your requirements and fees

Best regards
[REDACTED]



[Redacted]@notarease.com>

Regarding ePOA for WTC-NCLT

8 March 2025 at 20:18

To: hello@notarease.com, [Redacted]

Cc: [Redacted]

Good Day [Redacted]

Dear Sirs,

I am also one of [Redacted] want to do ePOA (though I did POA in physical, [Redacted])

Pls do my ePOA on MONDAY possibly,

[Redacted]

Attachments:

- 1) [Redacted]
- 2) DBA
- 3) POA Draft

Thanking You--
[Redacted]

3 attachments



 **POA for [Redacted].docx**
24K

 **Agreement [Redacted].pdf**
20603K

¹[THE FIRST SCHEDULE

[See sub-section (4) of section 1]

DOCUMENTS OR TRANSACTIONS TO WHICH THE ACT SHALL NOT APPLY

| Sl. No. | Description of documents or transactions |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | A negotiable instrument (other than a cheque) as defined in section 13 of the Negotiable Instruments Act, 1881 (26 of 1881). |
| 2. | A power-of-attorney as defined in section 1A of the Powers-of-Attorney Act, 1882 (7 of 1882). |
| 3. | A trust as defined in section 3 of the Indian Trust Act, 1882 (2 of 1882). |
| 4. | A will as defined in clause (h) of section 2 of the Indian Succession Act, 1925 (39 of 1925), including any other testamentary disposition by whatever name called. |
| 5. | Any contract for the sale or conveyance of immovable property or any interest in such property. |

THE SECOND SCHEDULE

[See sub-section (1) of section 3A]

ELECTRONIC SIGNATURE OR ELECTRONIC AUTHENTICATION TECHNIQUE AND PROCEDURE

| Sl. No. | Description | Procedure |
|---------|-------------|-----------|
| (1) | (2) | (3) |

.]

[THE THIRD SCHEDULE.] Omitted by the Information Technology (Amendment) Act, 2008 (10 of 2009), s. 50 (w.e.f. 27-10-2009).

[THE FOURTH SCHEDULE.] Omitted by s. 50, *ibid.* (w.e.f. 27-10-2009).

1. Subs. by Act 10 of 2009, s. 49, for the First Schedule and the Second Schedule (w.e.f. 27-10-2009).



भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-अ.-06102022-239378
CG-DL-E-06102022-239378

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 4510]

नई दिल्ली, मंगलवार, अक्तूबर 4, 2022/आश्विन 12, 1944

No. 4510]

NEW DELHI, TUESDAY, OCTOBER 4, 2022/ASVINA 12, 1944

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

अधिसूचना

नई दिल्ली, 26 सितम्बर, 2022

का.आ. 4720(अ).—केंद्रीय सरकार, सूचना प्रौद्योगिकी अधिनियम, 2000 (2000 का 21) की धारा 1 की उप-धारा (4) की परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अधिनियम की पहली अनुसूची में निम्नलिखित संशोधन करती है, अर्थात्:—

2. उक्त अनुसूची में,—

- (i) क्रम संख्यांक 1 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्यांक और प्रविष्टियां रखी जाएंगी, अर्थात्:—

"1. परक्राम्य लिखत अधिनियम, 1881 (1881 का 26) की धारा 13 में यथापरिभाषित परक्राम्य लिखत (चेक, डिमांड वचन पत्र या विनिमय पत्र से भिन्न जो भारतीय रिजर्व बैंक, राष्ट्रीय आवास बैंक, भारतीय प्रतिभूति और विनिमय बोर्ड, भारतीय बीमा विनियामक और विकास प्राधिकरण और पेंशन निधि विनियामक और विकास प्राधिकरण द्वारा विनियमित एक अस्तित्व के पक्ष में जारी या समर्थित है)।";

- (ii) क्रम संख्यांक 2 से संबंधित प्रविष्टियों में, "मुख्तारनामा अधिनियम, 1882 (1882 का 7)" शब्दों, अंकों और कोष्ठकों के पश्चात्, "लेकिन उन मुख्तारनामा को छोड़कर जो भारतीय रिजर्व बैंक, राष्ट्रीय आवास बैंक, भारतीय प्रतिभूति और विनिमय बोर्ड, भारतीय बीमा विनियामक और विकास प्राधिकरण और पेंशन निधि विनियामक और विकास प्राधिकरण द्वारा विनियमित एक अस्तित्व को

उनकी ओर से और उन्हें निष्पादित करने वाले व्यक्ति के नाम पर कार्य करने के लिए सशक्त बनाते हैं।" शब्दों को अंतःस्थापित किया जाएगा ;

- (iii) क्रम संख्यांक 5 और उससे संबंधित प्रविष्टियों का लोप किया जाएगा।

[फा .सं. 1(3)/2022-सीएल]

डॉ. राजेंद्र कुमार, अपर सचिव

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

NOTIFICATION

New Delhi, the 26th September, 2022

S.O. 4720(E).—In exercise of the powers conferred by the proviso to sub-section (4) of section 1 of the Information Technology Act, 2000 (21 of 2000), the Central Government hereby makes the following amendments to the First Schedule of the Act, namely:—

2. In the said Schedule,—

- (i) for serial number 1 and the entries relating thereto, the following serial number and entries shall be substituted, namely:—

“1. A negotiable instrument (other than a cheque, a Demand Promissory Note or a Bill of Exchange issued in favour of or endorsed by an entity regulated by the Reserve Bank of India, National Housing Bank, Securities and Exchange Board of India, Insurance Regulatory and Development Authority of India and Pension Fund Regulatory and Development Authority) as defined in section 13 of the Negotiable Instrument Act, 1881 (26 of 1881).”;

- (ii) in the entries relating to serial number 2, after the words, figures and brackets “the Powers-of-Attorney Act, 1882 (7 of 1882)”, the words “but excluding those power-of-attorney that empower an entity regulated by the Reserve Bank of India, National Housing Bank, Securities and Exchange Board of India, Insurance Regulatory and Development Authority of India and Pension Fund Regulatory and Development Authority to act for, on behalf of, and in the name of the person executing them.” shall be inserted;
- (iii) serial number 5 and the entries relating thereto shall be omitted.

[F. No. 1(3)/2022-CL]

Dr. RAJENDRA KUMAR, Addl. Secy.

¹[THE FIRST SCHEDULE

[See sub-section (4) of section 1]

DOCUMENTS OR TRANSACTIONS TO WHICH THE ACT SHALL NOT APPLY

| Sl. No. | Description of documents or transactions |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ² 1. | A negotiable instrument (other than a cheque, a Demand Promissory Note or a Bill of Exchange issued in favour of or endorsed by an entity regulated by the Reserve Bank of India, National Housing Bank, Securities and Exchange Board of India, Insurance Regulatory and Development Authority of India and Pension Fund Regulatory and Development Authority) as defined in Section 13 of the Negotiable Instrument Act, 1881 (26 of 1881).] |
| 2. | A power-of-attorney as defined in section 1A of the Powers-of-Attorney Act, 1882 (7 of 1882) ³ [but excluding those power-of-attorney that empower an entity regulated by the Reserve Bank of India, National Housing Bank, Securities and Exchange Board of India, Insurance Regulatory and Development Authority of India and Pension Fund Regulatory and Development Authority to act for, on behalf of, and in the name of the person executing them.]. |
| 3. | A trust as defined in section 3 of the Indian Trust Act, 1882 (2 of 1882). |
| 4. | A will as defined in clause (h) of section 2 of the Indian Succession Act, 1925 (39 of 1925), including any other testamentary disposition by whatever name called. |
| 5. | ⁴ [***] |

1. Subs. by Act 10 of 2009, s. 49, for the First Schedule and the Second Schedule (w.e.f. 27-10-2009).

2. Subs. by notification No S.O. 4720(E), for serial number 1 and the entries relating thereto, Dated 26-9-2022.

3. Ins. by S.O. 4720(E), Dated 26-9-2022.

4. Serial number 5 and the entries relating thereto Omitted by S.O. 4720(E), Dated 26-9-2022.

ANNEXURE A-4

**IN THE MATTER OF M/s. ROHTAS INDUSTRIES LIMITED
(IN LIQUIDATION)**

TERMS AND CONDITIONS OF SALE
FOR THE FREEHOLD LANDED PROPERTIES, DETAILED
HEREINBELOW IN MATRIX

| LOT NO. | Description of Property |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LOT NO.1 | Freehold Land admeasuring to 1.42 Acre situated at Mauza – Darihat, Thana No.122, Khata No.779, Plot No.1055, District – Rohtas (Bihar) |
| LOT NO.2 | Freehold Land admeasuring to 1.38 Acre situated at Mauza – Darihat, Thana No.122, Khata No.779, 787 Plot No.1156, 1155 District – Rohtas (Bihar) |
| LOT NO.3 | Freehold Land admeasuring to 3.56 Acres situated in Mauza-Darihat, Thana No.122, Khata No.786, 781, Plot No.3512, 3554 and 3272, District – Rohtas (Bihar) |
| LOT NO.4 | Freehold Land admeasuring to 3.46 Acres situated at Mauza-Hurka, Thana No.145, R.S. Khata No.96, R.S. Plot No.465, District-Rohtas (Bihar) |
| LOT NO.5 | Freehold Land admeasuring to 8.63 Acres situated at Mauza – Bhadara, Thana No.677, Khata No.316, Plot No.21, 32, 33, 35, 35/2033 |

1. The Sale is strictly on “**As is where is and whatever there is**” basis. Therefore, purchaser satisfy himself about the existing property of the company or site.
2. The valuation report and available title documents can be inspected at the office of the undersigned on any working day free of cost. The xerox copies of the same may be supplied at their own cost.
3. It is always advisable for the intending buyers to satisfy themselves about the nature, character, status (jamabandi, mutation) and location of the land in question from the competent revenue authority. No claim shall be entertained later on in this regard.
4. The property proposed to be sold by public auction is free from all encumbrances. The purchaser will not be liable for payment of any charges or dues payable by the company in liquidation becoming due on or before the handing over of possession of the property pursuant to the confirmation of sale.
5. The offers be submitted only in **sealed envelope** on the prescribed Tender Form duly issued by the office with countersigned by the undersigned containing the Bank Draft amounting to requisite E.M.D. drawn at **any Nationalised/Scheduled Bank in favour of the “Official Liquidator, High Court, Patna”, payable at Patna.** The sealed envelope must be superscripted as “Offer for ----- (respective LOT) in the matter of M/s. Rohtas Industries Limited (In Liquidation)
6. The completed offer must reach to the office of the undersigned on or before the due date and time. The offers received after the due date and time or without E.M.D. or not property submitted shall be summarily rejected.
7. Third Party Bank Draft as EMD will not be accepted.

8. EMD through Bank Draft for each and every tender is required to be furnished separately along with a letter by the Tenderer (s), whereas, as stated above Tender Form needs to be submitted only in sealed envelope.
9. More than three persons/firms/companies will not be accommodated in a single tender form.
10. Where more than one person applies in a single Tender Form, they have to disclose by separate authority letter, the name of representing person, who will make the bid before the Hon'ble Court. Name of such person also needs to be mentioned on the envelope of Tender Form.
11. Separate authority letter is also required for a person, who has submitted tender form but due to one or another reason, shall not be appearing on the date of bidding before the Hon'ble Court.
12. Maximum two passes will be issued for on Tender Form by the Office of the Official Liquidator.
13. A copy of signed Aadhar Card/Pan Card of each tenderer must be furnished by the Tenderer(s) to the office of the Official Liquidator to submit the same before the Hon'ble Court on the date of bidding.
14. The sealed offers shall be opened before the Hon'ble Company Judge on the scheduled date and time in presence of the interested purchasers or their duly authorised representative(s) and further they will be allowed to participate in inter se bidding in the Court.
15. Bank Draft/Pay Order of Co-operative Bank/Societies/Private Bank will not be accepted.
16. The tenderers prior to submitting their tender for assets are expected to visit and inspect the same at the site at their expenses as the same are being offered to be sold on "**As is where is and whatever there is**" basis. They should ascertain on their own all information including technical, non-technical and actual condition etc. of the assets under sale.
17. It shall be presumed that all the facts were taken into account by the Tenderer while submitting their Tenders. The tenderer shall be deemed to have full knowledge of the assets, whether he inspects it or not.
18. The assets will be sold on "**as is where is and whatever there is**" basis. This is to say that the tenderer(s) will be deemed to have made themselves aware of the physical condition, dimension, size etc. of the assets by inspecting the assets before submitting their tender and no complaint/claim in this regard will be entertained by the Official Liquidator or High Court after the submission of the tender.
19. The sale of assets being made by the Official Liquidator is with the sanction of the Hon'ble High Court, Patna and as such shall not relieve the directors or

any other persons who may be liable to the Secured Creditors as guarantors or otherwise.

20. Tenderers would be given opportunity to improve upon their offer by way of participating in inter se bidding immediately after the opening of tender.
21. The highest offerer in the inter se bidding shall not be eligible to withdraw his offer till the finalization of the sale proceedings by the Hon'ble Court and shall not be entitled to damage, interest on the Earnest Money Deposited.
22. The assets shall be handed over to the purchaser on payment of full sale price to the Official Liquidator and subject to such directions as Hon'ble Court may issue in the matter.
23. The Vendor being the Official Liquidator attached to the Hon'ble High Court, Patna and selling the assets pursuant to the directions of the said court, he will not give any warrant or indemnity of any kind whatsoever.
24. As from the date of confirmation of sale of the property, sold to the purchaser, it shall be at their sole risk, cost and on account of the purchaser as regards the destruction of any damage by fire or otherwise whatsoever it may be.
25. If the purchaser fails to pay the purchase money payable by him to the Liquidator within the time specified in the terms and conditions of sale and fails to adhere to the terms and conditions of sale, then the entire amount deposited by him/her till then shall be forfeited and the Official Liquidator shall be at liberty to sell the assets by conducting sale by auction or private contract without being bound to give previous notice in writing of his intention to sell the assets at such time and subject to such conditions and in such manner in all respects as the Official Liquidator shall think proper with the due sanction and orders of the Hon'ble High Court, Patna. The deficiency in price, if any, occasioned by such subsequent sale or any attempted second sale with interest on as may be fixed by the Hon'ble Court from the date of confirmation of the first sale shall immediately to such subsequent sale shall not belong to such defaulting purchaser.
26. In case the sale is not confirmed or is set aside on any ground whatsoever the highest offerer/purchaser shall be entitled to refund of his deposit or EMD as the case may be without any interest and shall not be entitled to be paid his costs, charges and expenses occasioned by his bid for sale of the property not to be declared as purchaser thereof and incidental to the sale nor shall be entitled to any compensation/damages whatsoever.
27. The Hon'ble High Court has right to impose such other and further terms and conditions as it may deem fit and proper in the circumstances of the case, and the said terms and conditions apart from those already specified above will be binding on all the parties concerned.
28. Conditional offers will not be entertained.

29. The tender should be accompanied by the stipulated EMD and any Tender without EMD or with insufficient EMD will be rejected and such tenderers will not be allowed to participate in the further proceedings including inter se bidding.
30. Person who has signed the tender form or his authorised representatives would be allowed to participate in the tenders' opening proceedings and negotiations and make bid for purchase of assets.
31. Prospective bidders are to quote their offer in the prescribed form only.
32. The successful bidder/offerer shall have to get the sale deed prepared and executed in respect of the land and building and shall have to bear all the expenses thereof.
33. Nomination facility will not be provided.
34. No separate notice shall be given to the offerers, secured creditors, ex-directors, or the petitioners of the company in liquidation in respect of any adjournment on the scheduled date of Tender opening. The interested parties may watch the cause list published under the authority of the Hon'ble High Court, Patna for further date of hearing.
35. The sale is subject to confirmation of Hon'ble High Court, Patna and the offerers does not by merely happening to be the highest offerer/bidder, get any vested right so as to demand automatic confirmation of sale in his favour.
36. The Hon'ble High Court reserves the right to accept or reject any or all the offers at any stage of sale proceedings or confirmation of sale and/or withdraw any of the property subject to sale and negotiate with the purchasers for the public good as well as interest of the creditors and decision of the court shall be binding on all the parties.
37. The successful bides has to deposit the full and final sale consideration by adjusting EMD within sixty days only from the date of approval of offer by the Hon'ble High Court, either in full at a time or in instalments. Possession shall be delivered, and documentation shall be done only after full payment.
38. Legal charges, conveyance, stamp duty, registration charges etc. as applicable will be borne by the purchaser only.
39. The terms and conditions described herein above may be rescinded/relaxed or further may be stipulated by the Hon'ble High Court.

Sd/-
Official Liquidator, High Court, Patna
Maurya Lok Complex, 'A' Block, 4th Floor,
Dak Bungalow Road, Patna-800 001.

HIGH COURT OF JUDICATURE AT ALLAHABAD

NOTIFICATION

DATED: ALLAHABAD: APRIL 17, 2025

No. 1124 /Admin. (Services)/2025

Pursuant to Government O.M. No. 33/Do-4-2025-02-4099/41/2023 dated 16.04.2025, Sri **Ran Vijay Pratap Singh**, Additional District & Sessions Judge, Mathura {the then Additional District & Sessions Judge (Fast Track Court), Gautambuddha Nagar} is appointed/posted as Special Secretary & Additional L.R. (Legal Cell), Supreme Court of India, New Delhi, on deputation basis.

BY ORDER OF THE HON'BLE COURT,

sd/-
(RAJEEV BHARTI)
REGISTRAR GENERAL

No. 191 /Admin. (Services)/2025, Dated: Allahabad: April 17, 2025.

Copy forwarded for information and necessary action to:

1. The Executive Chairman, U.P. State Legal Services Authority, Third Floor, Jawahar Bhawan Annexe, Lucknow-226001.
2. Pramukh Sachiv, Niyukti, U.P. Shasan, Lucknow.
3. Pramukh Sachiv Nyay Evam Vidhiparamarshi, Uttar Pradesh Shasan, Lucknow.
4. The Special Secretary (Law) and Additional Legal Remembrancer, Government of U.P. Supreme Court (Legal Cell), III Floor, Bar Council of India Building, 21 Rouse Avenue Urdu Ghar Marg, New Delhi.
5. The Director, Institute of Judicial Training & Research, U.P., Vineet Khand, Gomti Nagar, Lucknow. (Information available on E-mail).
6. The Additional Director, Treasury, Camp Office, First Floor, New Treasury Building, Kutchery Road, Allahabad.
7. All the District & Sessions Judges and Principal Judge, Family Courts (Information available on E-mail).

The Officer whose name is mentioned above shall hand over charge of his present post and shall proceed to take over charge of the new posting immediately or as per direction mentioned in D.O. Letter No. 35/Admin. (Services)/2022 dated 21.01.2022, if applicable.

The handing and taking over charge certificates may kindly be sent to the Assistant Registrar (Services), High Court, Allahabad forthwith.

The officer shall also mention his personal ID no., allotted by the Court on the charge certificate.

Kindly refer to G.L. No. 27/Admin G-II dated 24.11.2021 wherein it has been directed that "District & Sessions Judges & Principal Judges of Family Courts to strictly ensure that no case remains pending in courts falling vacant on account of transfer etc. of presiding officers, unless the same is specifically barred.

That immediately upon handing over charge by the transferred Presiding Officer and the Court falling vacant as a result thereof, the staff attached to such vacant court be transferred to other courts/establishment.

8. The Senior Registrar, High Court, Lucknow Bench, Lucknow. (Information available on E-mail).
9. The Registrar (Judicial) (Confidential), High Court, Allahabad.(Information available on E-mail)
10. The Registrar (Judicial) (Budget), High Court, Allahabad.(Information available on E-mail)
11. The Joint Registrar (Judicial) (Computer), High Court, Allahabad.(Information available on E-mail)
12. The Joint Registrar (Judicial) (Inspection), High Court, Allahabad.(Information available on E-mail)
13. The Deputy Registrar (Admin. Misc.-2), High Court, Allahabad.(Information available on E-mail)
14. The Deputy Registrar (G.), High Court, Allahabad.(Information available on E-mail)
15. The Deputy Registrar (Conf. 'B'), High Court, Allahabad.(Information available on E-mail)
16. The Deputy Registrar (Admin. A-3), High Court, Allahabad.(Information available on E-mail)
17. The Assistant Registrar (Admin. A-2), High Court, Allahabad.(Information available on E-mail)
18. The Assistant Registrar (Admin. C), High Court, Allahabad.(Information available on E-mail)
19. The Director, Printing & Stationary, U.P. Allahabad for publication of the notification in the next issue of the Gazette.
20. The Publication Secretary, U.P. Judicial Services Association Office, A-1, River Bank Judges Colony, Lucknow.

21. P.Ss. to Hon'ble the Administrative Judges with the request to place this notification before their Lordships for kind perusal. (Information available on E-mail).

BY ORDER OF THE HON'BLE COURT,

sd/-

**(SATISH KUMAR PUSHKAR)
JOINT REGISTRAR (SERVICES)**

Recruitment Guidelines

West Bengal State NGRBA Program Management Group (WBSPMG)
Urban Development & Municipal Affairs Department, Govt. of West Bengal
“Unnayan Bhawan”, Block - A, 3rd Floor, DJ - 11, Sector - II, Salt Lake City, Kolkata - 700091

National Mission for Clean Ganga, Government of India, Ministry of Jal Shakti, Department of Water Resources, River Development & Ganga Rejuvenation has been implementing the River Ganga Pollution Abatement Programme under the National Ganga River Basin Authority (NGRBA). At the State level, a registered Society named West Bengal State NGRBA Program Management Group (WBSPMG) has been set up by the Urban Development & Municipal Affairs Department, Government of West Bengal, to co-ordinate and implement schemes on conservation and comprehensive management and abatement of pollution of River Ganga in West Bengal.

For facilitating the smooth functioning of SPMG, a decision has been taken to appoint skilled personnel in the vacant posts of (i) Senior Civil Engineer, (ii) Senior Financial Specialist, (iii) Public Health Engineer, (iv) Procurement Specialist & (v) Assistant Communication & Public Outreach Coordinator. Applications are hereby invited from bonafied Indian Citizens for engagement in the posts on contractual basis on consolidated monthly remuneration initially for one year, extendable for further period upto 65 (sixty five) years in case of candidates under Sl. nos. 1 to 3 on requirement & satisfactory performance basis.

In respect of other 2 (two) posts at Sl. no. 4 & 5, the engagement of candidates will initially be for 1 (one) year period which is extendable for further period upto 60 (sixty) years on requirement and satisfactory performance basis.

The service is terminable by giving one month's advance notice from either side.

| Sl. No. | Name of Post | No. of Vacancy | Qualification, Experience & Eligibility Criteria | Nature of engagement & Age (in years as of 1 st May, 2025) | Consolidated Monthly Salary |
|---------|------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-----------------------------|
| 1. | Senior Civil Engineer | 1 | B.E./ B Tech with 10 years' experience in Civil Engineering/ Experience in the field of Public Health Engineering/ Environmental Engineering. Candidates having a Master Degree in Public Health Engineering having experience in Urban Water Supply and Sanitation/ Initiative on the Management of Construction of Underground Structures, construction of sewage treatment plant, water treatment plant and underground pipe network will be given preference. | Engagement of Official on Contractual basis. Entry Age limit upto 62 years as on 01/05/2025 | Rs. 80,000/- per month |

| | | | | | |
|----|------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------------|
| 2. | Senior Financial Specialist | 1 | Senior Officer of the West Bengal Audit & Accounts Service not below the rank of Deputy Secretary in the Government Department having professional experience in Financial Management System in Govt. Department. Experience in financial management aspects of Externally Aided Projects : experience of working in double entry system of accounting on Tally is desirable. | Engagement of Official on Contractual basis. Entry Age limit upto 62 years as on 01/05/2025 | Rs. 80,000/- per month |
| 3. | Public Health Engineer | 1 | B.E./B. Tech (Civil)/ Public Health Engineering/ Environmental Engineering with a minimum 4 years working experience in urban water supply & sanitation/ environmental engineering/ experience in design/ tendering in the field of sewerage network. Candidates having Master Degree in Public Health Engineering will be preferred. | Engagement of Official on Contractual basis. Entry Age limit upto 62 years as on 01/05/2025 | Rs. 70,000/- per month |
| 4. | Procurement Specialist | 1 | Graduate in any discipline with MBA having a minimum of 10 years of Work experience in procurement. Desirable: Candidates having knowledge on Indian Contract Act, Indian Evidence Act, Central Financial Rule, WBFR & Procurement (Engineering) and/ or Externally Aided Project will be preferred. | Engagement of Official on Contractual basis. Age - 40 years to 50 years as on 01/05/2025 | Rs. 70,000/- per month |
| 5. | Assistant Communication & Public Outreach Coordinator | 1 | Graduate in Journalism & Mass Communication having at least 1 (one) year working experience in IEC Activities like creating awareness among general masses. Candidates having experience in working with Centrally Sponsored Scheme will be preferred. Job Profile: Assist in planning, design & implementation of strategies relating to Communication & Planning Outreach activities. Assist in Planning and Initiating Communication and Promotional Campaigns for WBSPMG along with DGCs and other Institutes. Assist in handling Public Relations. Assist in maintaining Liaison with District Ganga Committees of the State of West Bengal. Attending the Events/ Programs/ Seminars/Workshops in DGCs regularly. Assist in planning Press Conferences and Coordinating with Media. | Engagement of Official on Contractual basis. Age - 25 years to 35 years 01/05/2025 | Rs. 40,000/- per month |

| | | | | | |
|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | | | <p>Making Power Point Presentation for Official Meetings, Workshops, Training Programs etc.</p> <p>Drafting Resolutions/ Minutes of Meeting. Assist in organizing various types of competition (Quiz, Drawing etc.)</p> <p>Assist in preparation of various report returns as well as PPT for various Communication & Public Outreach Activities.</p> <p>Assisting and reporting to the Higher Authority regarding uploading documents/ reports in the public domain through web portal of NMCG and WBSPMG</p> | | |
|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

The candidates are advised to apply through online by uploading the CV in the <https://www.wbspmg.org.in> website furnishing therein the details as below and uploading copies of all documents and testimonials in support of age, qualification, ID proof, address and experience. Copies of all documents duly self-attested are to be uploaded. Please upload one passport size colour photograph duly signed across it and paste it on the CV.

➤ **In the event copies of requisite documents are not enclosed the application may not be considered.**

- Name in full (in capital)
- Father's name (in capital)
- Nationality
- Address (a) Permanent Address (b) Local Address with Telephone No./ Mobile No. and e-mail ID
- Date of Birth
- Age as on 1st May, 2025
- Academic and Technical Qualifications starting from Madhyamik or equivalent examination:

| Sl. No. | Examination Passed | Stream | Percentage of Marks Obtained | Year of Passing |
|---------|--------------------|--------|------------------------------|-----------------|
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- Work Experience:

| Sl. No. | Name of the Organization Served | Period | Details of Work done |
|---------|---------------------------------|--------|----------------------|
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- Please submit application **online** only clicking on the link provided against the post you want to apply.
- Last date of submission of application is 30/04/2025.
- Please check all the information before submission. Once the application is submitted, no modification will be permitted.

The candidates are advised to apply through online mode using the links given below:

| Sl. No. | Name of the Post | Online Link |
|---------|--------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1 | Senior Civil Engineer | https://forms.gle/Q4ifibvSYH72o3Y9 |
| 2 | Senior Financial Specialist | https://forms.gle/g5PJWsJBy8h8s4K46 |
| 3 | Public Health Engineer | https://forms.gle/TFdYBAjivFtzbjhx7 |
| 4 | Procurement Specialist | https://forms.gle/dEiiSYhCx63uwZde6 |
| 5 | Assistant Communication & Public Outreach Co-ordinator | https://forms.gle/Sij6nz3YUo7QTquJ9 |

Sd/-
Nandini Ghosh, IAS
Program Director
West Bengal State NGRBA Program Management Group

No. 8/7/2006-CDN
Government of India
Ministry of Micro, Small and Medium Enterprises
(Coordination Section)

Udyog Bhavan, New Delhi
17th May 2007

CIRCULAR

Subject: Amendment to the Government of India (Allocation of Business) Rules, 1961 – creation of Ministry of Micro, Small and Medium Enterprises by merging the Ministry of Small Scale Industries and Ministry of Agro and Rural Industries.

The Ministry of Small Scale Industries and Agro and Rural Industries was first created on 14th October 1999 and, on 6th September 2001, further bifurcated into two separate ministries, namely, the Ministry of Small Scale Industries and the Ministry of Agro and Rural Industries.

2. The President under Notification dated 9th May 2007 has amended the Government of India (Allocation of Business) Rules, 1961. Pursuant to this amendment, Ministry of Agro and Rural Industries (Krishi Evam Gramin Udyog Mantralaya) and Ministry of Small Scale Industries (Laghu Udyog Mantralaya) have been merged into a single Ministry, namely, “MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES (SUKSHMA LAGHU AUR MADHYAM UDYAM MANTRALAYA)”.

3. As per the SECOND SCHEDULE of the Government of India Allocation of Business Rules, 1961, entries under the heading “MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES (SUKSHMA LAGHU AUR MADHYAM UDYAM MANTRALAYA)” relating to business allocated to this Ministry are indicated in the [Annexure](#).

S/d-
(Raj Pal)
Director
Tel.23063198

Enclosures: As above

To

1. All Ministries/Departments of Government of India
2. Chief Secretaries to all State Governments/ UTs
3. All Attached / Subordinate Offices, /Commissions, PSUs and Autonomous Bodies under the Ministry of Micro, Small and Medium Enterprises

Copy

1. All officers/sections/desks in Ministry of Micro, Small and Medium Enterprises.
2. APS to Minister (MSME)
3. Shri J.P. Singh, Technical Director, NIC with a request to upload the above circular on the website of the Ministry.

S/d-
(Raj Pal)
Director

F. No. – 5-07/2022-National Award
Government of India
Ministry of Social Justice and Empowerment
Department of Empowerment of Persons with Disabilities (Divyangjan)

Pt. Deendayal Antyodaya Bhavan,
CGO Complex, New Delhi.
Dated the 8th November, 2024

The Department of Empowerment of Persons with Disabilities (Divyangjan) **congratulates the winner of National Awards for the Empowerment of Persons with Disabilities for the year 2024. (The list of awardees is at Annexure-I)**

2. The awards are proposed to be conferred on 3rd December, 2024. A rehearsal of the function will be held on 2nd December, 2024 from 09.00 AM onwards in which participation of all the awardees is mandatory. All the awardees are requested to plan their journey so as to reach Delhi not earlier than afternoon of 30th November, 2024 and not later than the evening of 1st December, 2024. On 4th December, 2024 the Department organizes Sight Seeing- Delhi Darshan for the national awardees. Accordingly, the Awardees accompanying for Sight-Seeing may leave Delhi by forenoon of 5th December, 2024 or else may leave after the Award Function. The arrangements for local stay are made by the Department.

3. To and fro railway journey fare of AC-II tier (i.e. AC Second Class) shall be reimbursed to Awardees on production of original tickets / receipts. In case of air-travel, air tickets shall be of economy class and purchased only from the following three authorized Travel Agents :-

- a. **M/s Balmer Lawrie & Company**
- b. **M/s Ashok Travels & Tours**
- c. **Indian Railways Catering and Tourism Corporation Ltd. (IRCTC).**

4. The reimbursement will be on production of Air ticket along with submission of to & fro original boarding passes. Expenditure towards local journey shall also be reimbursed.

5. In case of the National Awardee being a person with disability, one escort is also entitled for reimbursement of travelling expenses of the same mode of travel as well as boarding & lodging facilities for him/her.

6. The awardees from Government Department / State Governments/PSU/ Autonomous bodies are requested to make their own stay arrangement and claim their TA/DA from their respective organizations/authorities. Only one representative of the Awardee representing the Organization / Government Department will receive the National Award. Name of the proposed recipient of award may be intimated immediately.

Contd...2/-

7. The details of information (as per the format at **Annexure –II**) may be furnished on the email Id: nationalawards2024@gmail.com **latest by 15.11.2024** and through Google Form Link: <https://forms.gle/PMkrUNTPN1dNg6kr7> . For submitting the details on Google Form kindly scan the QR Code given below.

8. For further details or clarifications, the undersigned (Mobile No. 9717672151) or Shri S.K. Mahto, Sr. Consultant, Mobile No. 996858428 or Shri G. Pandian, Asstt. Professor, Mobile No. 9891928501 (only for stay arrangement) may be contacted.

--Sd--

(Hem Chandra Jha)

Under Secretary to the Government of India

Tel.011-24362127

Mobile No. 9717672151





File No.25-20/NBER/(Admission)/RCI/2016
National Board of Examination in Rehabilitation (NBER)
(An Adjunct Body of Rehabilitation Council of India)

B-22, Qutub Institutional Area

New Delhi-110016

Dated: 31st July, 2024

Notification

In continuation to the admission notification dated 01.05.2024 and consequent upon vacant seats and the recent approvals granted to conduct DTISL and DISLI courses at NIs and CRCs, the Council has decided to re-open the portal for admission.

2. Accordingly, the new schedule for admission for vacant seats as well as DTISL & DISLI courses at NIs and CRCs is as under:

| S. No. | Descriptions | Dates |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1. | Commencement of admission process | 01/08/2024 |
| 2. | Admission of students by the institute and verification of academic credentials (class 10th and 12th mark sheets and certificates, SC, SC, ST, PWD etc., if any) of candidates by the respective training institutes | 10/08/2024 to 25/08/2024 |
| 3. | Online submission of final data of admitted candidates on the NBER portal by the respective training institute | 26/08/2024 to 01/09/2024 |
| 4. | Verification of data of admitted students by using Mobile and email OTP | 02/09/2024 to 07/09/2024 |
| 5. | Vetting of data by the respective examining bodies | 08/09/2024 to 12/09/2024 |
| 6. | Declaration of course-wise and institute wise list of admitted candidates on RCI website | 13/09/2024 |
| 7. | Generation of PRN number to all admitted candidates by the NBER, RCI | 14/09/2024 to 16/09/2024 |
| 8. | Commencement of classes at all training institutes | 17/09/2024 |

3. The above admissions are subject to completion of course/s as per the schedule by conducting extra classes and that the term end examinations will be conducted along with the all earlier admitted in the month of May / June 2025.

4. Except para A - **Schedule of Admission** mentioned in the Council's admission notification no. File No.25-20/NBER/(Admission)/RCI/2016, dated 01 May, 2024, all other instructions and guidelines remain unchanged.

To

All Concerned

Controller of Examination,
NBER, RCI

Encl.: Admission Notification no.25-20/NBER/(Admission)/RCI/2016, dated 01 May, 2024

Copy to: RCI Website

HIGH COURT OF UTTARAKHAND, NAINITAL
NOTIFICATION

No.444/UHC/Admin.A-2/F.No.85/ACP/2024

Dated: Dec. 20, 2024

Subject: Grant of 1st Assured Career Progression (ACP) to Judicial Officers of Uttarakhand Judicial Service for their services in Civil Judge (Jr. Div.) Cadre.

Pursuant to the Rule-27 of "Uttarakhand Judicial Service Rules, 2005" and in light of the judgement dated 19.05.2023 of Hon'ble Supreme Court in "All India Judges Association Vs. Union of India & Ors", the High Court of Uttarakhand is pleased to grant the benefit of Assured Career Progression (ACP) [₹ 92960-136520(J-2)] to the following Judicial Officers of Uttarakhand Judicial Service, who were/are eligible for the grant of **1st ACP** during their tenure as **Civil Judge (Jr. Div.)**, for the specified duration/from the date, as mentioned against their names:

| S.N. | Name of the officer | Present posting | Specified period /commencement date of 1 st ACP as Civil Judge (Jr. Div.) |
|------|---------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 1. | Ms. Rinky Sahni | 1 st Additional Civil Judge (Sr. Div.), Dehradun | 10.03.2016 to 07.07.2016 |
| 2. | Ms. Shivani Pasbola | Registrar, Debt Recovery Tribunal (DRT)-2, Chandigarh | 11.03.2016 to 08.07.2016 |
| 3. | Shri Ravi Prakash | Chief Judicial Magistrate, Nainital | 15.03.2016 to 13.07.2016 |
| 4. | Shri Shahzad Ahamad Wahid | 1 st Additional Civil Judge (Sr. Div.), Haridwar | 10.03.2016 to 11.07.2016 |
| 5. | Ms. Akata Mishra | Deputy General Manager (Legal), National Highways Authority of India (NHAI), Delhi, New Delhi | 14.03.2016 to 10.07.2016 |
| 6. | Shri Rajeev Dhawan | Civil Judge (Sr. Div.), Ramnagar, District Nainital | 09.03.2016 to 08.07.2016 |
| 7. | Shri Mohammad Yaqoob | Civil Judge (Sr. Div.), Tehri Garhwal | 11.03.2016 to 05.07.2016 |
| 8. | Ms. Chhavi Bansal | Chief Judicial Magistrate, Chamoli | 08.10.2017 to 16.04.2018 |
| 9. | Ms. Ritika Semwal | Civil Judge (Sr. Div.), Roorkee, District Haridwar | 11.10.2017 to 16.04.2018 |
| 10. | Ms. Vibha Yadav | 2 nd Additional Civil Judge (Sr. Div.), Haridwar | 15.10.2017 to 06.05.2018 |
| 11. | Shri Sanjay Singh | Chief Judicial Magistrate, Pithoragarh | 12.10.2017 to 16.04.2018 |
| 12. | Shri Sayed Gufran | Chief Judicial Magistrate, Dehradun | 05.10.2017 to 17.04.2018 |
| 13. | Ms. Indu Sharma | 1 st Additional Civil Judge (Sr. Div.), Udham Singh Nagar | 24.12.2017 to 16.04.2018 |
| 14. | Shri Manoj Kumar Dwivedi | Civil Judge (Sr. Div.), Kotdwar, District Pauri Garhwal | 03.10.2017 to 18.04.2018 |
| 15. | Ms. Niharika Mittal Gupta | Chief Judicial Magistrate, Champawat | 10.10.2017 to 16.04.2018 |
| 16. | Shri Harsh Yadav | Civil Judge (Sr. Div.), Nainital | 08.10.2017 to 17.04.2018 |
| 17. | Shri Ravi Shankar Mishra | Civil Judge (Sr. Div.), Vikasnagar, District | 09.10.2017 to 17.04.2018 |

| | | | |
|-----|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| | | Dehradun | |
| 18. | Shri Sandip Kumar Tiwari | Principal Magistrate, Juvenile Justice Board, Dehradun | 02.10.2017 to 15.04.2018 |
| 19. | Ms. Seema Dungarakoti | Secretary, District Legal Services Authority, Dehradun | 24.12.2017 to 16.04.2018 |
| 20. | Ms. Sachi Sharma | Secretary, District Legal Services Authority, Almora | 09.10.2017 to 13.09.2018 |
| 21. | Ms. Sweta Pandey | 2 nd Civil Judge (Sr. Div.), Rudrapur, District Udhm Singh Nagar | 16.10.2017 to 15.09.2018 |
| 22. | Shri Abhishek Kumar Srivastava | Secretary, High Court Legal Services Committee, Nainital | 08.10.2017 to 16.09.2018 |
| 23. | Ms. Shweta Rana Chauhan | Secretary, District Legal Services Authority, Uttarkashi | 06.10.2017 to 13.09.2018 |
| 24. | Shri Avinash Kumar Srivastava | Chief Judicial Magistrate, Haridwar | 06.10.2017 to 12.09.2018 |
| 25. | Ms. Tricha Rawat | Additional Civil Judge (Sr. Div.), Roorkee, District Haridwar | 08.10.2017 to 01.02.2019 |
| 26. | Shri Sachin Kumar | Additional Chief Judicial Magistrate, Kashipur, District Udhm Singh Nagar | 04.10.2017 to 12.09.2018 |
| 27. | Ms. Lalita Singh | Civil Judge (Sr. Div.), Laksar, District Haridwar | 08.10.2017 to 14.09.2018 |
| 28. | Ms. Arti Saroha | Civil Judge (Sr. Div.), Pithoragarh | 24.12.2017 to 12.09.2018 |
| 29. | Shri Sanjeev Kumar | 1 st Additional Chief Judicial Magistrate, Dehradun | 04.10.2017 to 14.09.2018 |
| 30. | Ms. Simranjit Kaur | Secretary, District Legal Services Authority, Haridwar | 09.10.2017 to 14.09.2018 |
| 31. | Shri Sandeep Singh Bhandari | 2 nd Additional Chief Judicial Magistrate, Dehradun | 12.10.2017 to 14.09.2018 |
| 32. | Ms. Shama Nargis | Ex-Judicial Officer Now resigned Technically and absorbed permanently as Deputy Director (Law), Competition Commission of India, New Delhi | 06.10.2017 to 29.01.2019 |
| 33. | Ms. Neha Kushwaha | Additional Chief Judicial Magistrate, Nainital | 05.10.2017 to 29.01.2019 |
| 34. | Ms. Anita Kumari | 2 nd Additional Civil Judge (Sr. Div.), Dehradun | 06.10.2017 to 29.01.2019 |
| 35. | Ms. Neha Qayyum | Civil Judge (Sr. Div.), Pauri Garhwal | 24.12.2017 to 29.01.2019 |
| 36. | Shri Akram Ali | Secretary, District Legal Services Authority, Pauri Garhwal | 06.10.2017 to 29.01.2019 |
| 37. | Shri Neeraj Kumar | Civil Judge (Sr. Div.), Bageshwar | 04.10.2017 to 25.01.2019 |
| 38. | Shri Ashok Kumar | Chief Judicial Magistrate, Rudraprayag | 15.10.2017 to 29.01.2019 |
| 39. | Ms. Payal Singh | Civil Judge (Sr. Div.), Kashipur, District Udhm Singh Nagar | 24.12.2017 to 29.01.2019 |
| 40. | Ms. Nazish Kaleem | 3 rd Additional Civil Judge (Sr. Div.), Rudrapur, District Udhm Singh Nagar | 12.09.2018 to 28.01.2019 |
| 41. | Ms. Rashmi Goyal | Civil Judge (Sr. Div.), Champawat | 13.09.2018 to 29.01.2019 |

| | | | |
|-----|----------------------------|-----------------------------------------------------------------------------------------|--------------------------|
| 42. | Shri Akhilesh Kumar Pandey | Additional Chief Judicial Magistrate (ACJM), Haldwani, District Nainital | 17.09.2018 to 28.01.2019 |
| 43. | Shri Imran Mohammad Khan | Additional Chief Judicial Magistrate, Haridwar | 17.09.2018 to 28.01.2019 |
| 44. | Shri Sachin Kumar Pathak | Civil Judge (Sr. Div.), Karnprayag, District Chamoli | 24.09.2018 to 30.01.2019 |
| 45. | Ms. Durga | Civil Judge (Sr. Div.), Khatima, District Udham Singh Nagar | 17.09.2018 to 15.04.2019 |
| 46. | Shri Puneet Kumar | Secretary, District Legal Services Authority, Chamoli | 13.09.2018 to 30.01.2019 |
| 47. | Rajesh Kumar | Joint Secretary (Law)-cum-Joint L.R., Government of Uttarakhand, Dehradun | 13.09.2018 to 28.01.2019 |
| 48. | Shri Dayaram | Chief Judicial Magistrate, Almora | 16.01.2019 to 15.06.2020 |
| 49. | Ms. Afiya Mateen | Additional Civil Judge (Sr. Div.), Tehri Garhwal | 06.05.2020 to 15.06.2020 |
| 50. | Shri Amit Kumar | 3 rd Additional Civil Judge (Sr. Div.), Dehradun | 11.05.2020 to 15.06.2020 |
| 51. | Shri Alok Ram Tripathi | Secretary, District Legal Services Authority, Tehri Garhwal | 11.05.2020 to 16.06.2020 |
| 52. | Shri Mithilesh Pandey | Chief Judicial Magistrate, Tehri Garhwal | 11.05.2020 to 14.06.2020 |
| 53. | Shri Ravindra Dev Mishra | Civil Judge (Sr. Div.), Almora | 11.05.2020 to 16.06.2020 |
| 54. | Shri Ravi Ranjan | Secretary, District Legal Services Authority, Rudraprayag | 08.05.2020 to 16.06.2020 |
| 55. | Shri Kapil Kumar Tyagi | 3 rd Additional Chief Judicial Magistrate, Dehradun | 11.05.2020 to 14.06.2020 |
| 56. | Shri Abhay Singh | Chief Judicial Magistrate, Uttarkashi | 09.05.2020 to 15.06.2020 |
| 57. | Ms. Mamta Pant | 4 th Additional Civil Judge (Sr. Div.), Dehradun | 06.05.2020 to 16.06.2020 |
| 58. | Ms. Anamika Singh | 5 th Additional Civil Judge (Sr. Div.), Dehradun | 08.05.2020 to 17.06.2020 |
| 59. | Ms. Beenu Gulyani | Secretary, District Legal Services Authority, Nainital | 11.05.2020 to 23.08.2022 |
| 60. | Shri Nadeem Ahamad | 4 th Additional Civil Judge (Sr. Div.), Rudrapur, District Udham Singh Nagar | 07.05.2020 to 26.08.2022 |
| 61. | Shri Dharmendra Shah | 6 th Additional Civil Judge (Sr. Div.), Dehradun | 07.05.2020 to 26.08.2022 |
| 62. | Ms. Sahista Bano | 4 th Additional Chief Judicial Magistrate, Dehradun | 07.05.2020 to 23.08.2022 |
| 63. | Shri Anoop Singh | Joint Registrar (I.T.), High Court of Uttarakhand, Nainital | 30.05.2020 to 25.08.2022 |
| 64. | Ms. Shama Parveen | 5 th Additional Civil Judge (Sr. Div.), Udham Singh Nagar | 06.05.2020 to 23.08.2022 |
| 65. | Ms. Manju Devi | Secretary, District Legal Services Authority, Pithoragarh | 07.05.2020 to 22.08.2022 |
| 66. | Ms. Jayshree Rana | Civil Judge (Sr. Div.), Uttarkashi | 06.05.2020 to 22.08.2022 |

| | | Dehradun | |
|------|------------------------------------|-----------------------------------------------------------------------------------------------|-------------------|
| 94. | Ms. Shivani Nahar | Judicial Magistrate-I, Roorkee, District Haridwar | w.e.f. 14.11.2022 |
| 95. | Shri Rohit Joshi | Judicial Magistrate-I, Haridwar | w.e.f. 26.10.2022 |
| 96. | Shri Shambhu Nath Singh Sethwal | 1 st Additional Civil Judge (Jr. Div.), Udham Singh Nagar | w.e.f. 16.10.2022 |
| 97. | Shri Laval Kumar Verma | Civil Judge (Jr. Div.), Chamoli | w.e.f. 16.10.2022 |
| 98. | Shri Kuldeep Narayan | Civil Judge (Jr. Div.), Tehri Garhwal | w.e.f. 22.12.2022 |
| 99. | Shri Anil Kumar Kori | Civil Judge (Jr. Div.), Joshimath, District Chamoli | w.e.f. 17.10.2022 |
| 100. | Ms. Poonam Todi | Civil Judge (Jr. Div.), Pithoragarh | w.e.f. 06.08.2023 |
| 101. | Ms. Pallavi Gupta | Judicial Magistrate, Chamoli | w.e.f. 06.08.2023 |
| 102. | Ms. Urvashi Rawat | Assistant Director, Uttarakhand Judicial & Legal Academy, Bhowali, District Nainital | w.e.f. 14.08.2023 |
| 103. | Shri Shalender Kumar Yadav | Civil Judge (Jr. Div.), Kirtinagar, District Tehri Garhwal | w.e.f. 13.08.2023 |
| 104. | Ms. Chairab Batra | Judicial Magistrate, Uttarkashi | w.e.f. 10.08.2023 |
| 105. | Ms. Karishma Dangwal | Civil Judge (Jr. Div.), Kashipur, District Udham Singh Nagar | w.e.f. 13.08.2023 |
| 106. | Ms. Tanuja Kashyap | Civil Judge (Jr. Div.), Nainital | w.e.f. 10.08.2023 |
| 107. | Shri Manoj Singh Rana | Civil Judge (Jr. Div.), Jaspur, District Udham Singh Nagar | w.e.f. 10.08.2023 |

2. The grant of ACP benefits for the specified duration shall be governed by the applicable rules and regulations. The arrears arising due to the implementation of ACP benefits shall be processed as per the prevailing financial rules.

3. Arrears of Ms. Shivani Pasbola (*mentioned at serial No. 02*) will be paid by the DLSA, Champawat as the officer was relieved from there at the time of relieving for deputation posting of DRT Chandigarh.

4. Arrears of Ms. Akata Mishra (*mentioned at serial No. 05*) will be paid by the Dehradun judgeship as the officer was relieved from there at the time of relieving for deputation posting of National Highways Authority of India.

5. Arrears of Ms. Shama Nargis (*mentioned at serial No. 32*) will be paid by the Bageshwar judgeship as the officer was relieved from there at the time of technical resignation.

By Order of the Court,

Sd/-

(Kahkasha Khan)

Registrar General.

No.7366/UHC/VIII/03/2004

Dated: Dec. 20, 2024

Copy forwarded to: -

1. All the District Judges of the District Judiciary for information and necessary action.
2. Principal Judges/Judges, Family Courts of the State for information and necessary action.

3. P.P.S. of the Court with the request to place it before Hon'ble the Acting Chief Justice.
4. P.S./P.A. to Hon'ble Judges of the Court with the request to place the notification for kind perusal of Hon'ble Judges.
5. All the Registrars/Joint Registrar (I.T.) and Secretary, HCLSC for information.
6. Principal Secretary, Law-cum-L.R., Government of Uttarakhand, Dehradun for information and necessary action.
7. Principal Secretary, Legislative, & Parliamentary Affairs, Govt. of Uttarakhand, Dehradun for information.
8. Accountant General, Uttarakhand, Mahalekhakar Bhawan, Kaulagarh, Dehradun for information and necessary action.
9. Secretary Personnel, Government of Uttarakhand, Dehradun for information.
10. Legal Advisor to H.E. the Governor of Uttarakhand for information.
11. Director, Uttarakhand Judicial & Legal Academy, Bhowali, District Nainital for information and necessary action.
12. Member-Secretary, Uttarakhand State Legal Services Authority, ADR Building, High Court Campus, Nainital for information and necessary action.
13. Chairman, Commercial Tax Tribunal, Uttarakhand, Dehradun for information.
14. Chairman, State Transport Appellate Tribunal, Dehradun for information.
15. Legal Advisor to Public Service Commission, Uttarakhand, Haridwar for information.
16. Registrar, Public Service Tribunal, Uttarakhand, Dehradun for information.
17. Registrar, Consumer Dispute Redressal Commission, Uttarakhand, Dehradun for information.
18. Presiding Officer (s), Labour Court, Dehradun, Haridwar and Kashipur, District U.S. Nagar for information.
19. Presiding Officer, Industrial Tribunal-cum-Labour Court, Haldwani, District Nainital for information.
20. Presiding Officer (s) Food Safety Appellate Tribunals, Dehradun and Haldwani, District Nainital for information.
21. Ms. Shivani Pasbola, Registrar, Debt Recovery Tribunal (DRT)-2, Chandigarh.
22. Ms. Akata Mishra, Deputy General Manager, (Legal), National Highways Authority of India (NHAI), New Delhi.
23. Ms. Shama Nargis, Deputy Director (Law), Competition Commission of India, New Delhi.
24. Deputy Registrar (Accounts) of the Court for information and necessary action, if any.
25. **Director, Directorate of Treasuries, Pension & Entitlements, Uttarakhand, 23- Laxmi Road, Dalanwala, Dehradun for information and necessary action.**
26. Director, Government Press, Uttarakhand, Industrial Area, Ramnagar, Roorkee-247667, District Hardwar for Publication of the Notification in the next issue of the Gazette of Uttarakhand and also to furnish copy of Gazette to this Court.
27. P.S. to Registrar General.
28. Chief Treasury Officer (s) of all districts.
29. Deputy Registrar (IT), High Court of Uttarakhand, Nainital for uploading the notification on the website of the Court.
30. Guard File/ Assistant concerned.

**Section Officer
Admin.A**

[Link Officer of Assistant Registrar, Admin. A-2]



**HIGH COURT OF MADHYA PRADESH
JABALPUR**

No. C/291
I-1-27/63 (Rules 2018)

Jabalpur, Dated 17/01/2025

// NOTICE //

As directed, applications are invited from learned Advocates for being designated as Senior Advocates in accordance with the amended "*The High Court of Madhya Pradesh (Designation of Senior Advocates) Rules, 2018*". The applications be submitted in the enclosed "Proforma of Particulars" (Under Rule 13), on or before the last date i.e. **10/02/2025 (Monday)** in the office of "Registrar (Administration) / Secretary of the Permanent Committee for Designation of Senior Advocates".

Softcopies of the applications with all the relevant documents be also sent to the e-mail I.D. i.e. **regadminhcjbp@mp.gov.in** accordingly.

Encl.:- As Above.

Sd/-
(Harsh Singh Baharawat)
Registrar (Administration)/
(Secretary of the Permanent Committee
for Designation of Senior Advocates)

MANDATORY JUTE PACKAGING; ORDER OF 28TH SEPTEMBER, 2004

S.O. 1057 (E). - Whereas the Central Government under Sub-section (1) of Section 3 of the Jute Packaging Material (Compulsory Use in Packing Commodities) Act, 1987 is empowered to specify such commodities or class of commodities or such percentage thereof shall be packed for the purpose of its supply or distribution in such jute packaging material as may be specified in the order, considering the recommendations of the Standing Advisory Committee (SAC);

Whereas the central Government, in exercise of powers conferred under Sub-section (1) of Section 4 of the said Act, has constituted the Standing Advisory Committee (SAC) vide No. S.O. 479 (E) dated 8th April, 2004 to recommend the norms of packaging in jute material for the jute year 2004 - 05;

And, whereas, the Central Government, after considering the recommendations made to it by the Standing Advisory Committee, is satisfied that it is necessary so to do in the interest of production of raw jute and jute packaging material, and of persons engaged in the production thereof;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 read with sub-section (1) of section 16 of the Jute Packaging Materials (Compulsory Use in Packaging Commodities) Act, 1987 (10 of 1987), the Central Government hereby directs that the commodities specified in column (2) of the schedule below, shall be packed in jute packaging material, for supply or distribution, in such minimum percentage as specified in the corresponding entries in column (3) of the said schedule with effect from the date of publication of this notification in the Official Gazette for the Jute year 2004-05 i.e. upto 30th June, 2005.

SCHEDULE

| S. No | Commodities | Percentage of total production of commodity or class of commodities required to be packed in jute packaging material manufactured in India from raw jute, produced in India |
|--------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Food grains | Hundred percent (100 %) |
| 2. | Sugar | Ninety percent (90 %) |

2. In case of any shortage or disruption in supply of jute packaging material, Ministry of Textiles may, in consultation with the user Ministries concerned, relax these provisions upto a maximum of 20 % for foodgrains and sugar respectively.
3. Small consumer packs of 10 kilograms and below and export packing in respect of foodgrains and sugar shall be exempted from the operation of this order.
4. "Sugar fortified with vitamins" shall be exempted from the purview of this Order

[F. No. 9/15/2003 - Jute]
JAMINI KUMAR SHARMA, Jt. Secy..

Insolvency and Bankruptcy Board of India**7th Floor, Mayur Bhawan, Connaught Place, New Delhi-110001****CIRCULAR****No. IBBI/LIQ/84/2025**28th March, 2025

To

All Registered Insolvency Professionals
All Recognised Insolvency Professional Entities, and
All Registered Insolvency Professional Agencies
(By mail to registered email addresses and on the website of the IBBI)

Dear Madam / Sir,

Subject: Mandatory Use of Baanknet (formerly eBKray) Auction Platform for Liquidation

IBBI, *vide* Circular No. IBBI/LIQ/81/2025 dated 10th January 2025, had directed all Insolvency Professionals (IPs) handling liquidation processes to exclusively use the Baanknet auction platform (formerly eBKray) for conducting auctions for the sale of assets during the liquidation process, with effect from 1st April 2025. It was also directed that the listing of all unsold assets in ongoing liquidation cases shall be completed by 31st March 2025.

2. Subsequently, the requirement for the liquidator to conduct due diligence of prospective bidders prior to the auction was dispensed *vide* IBBI (Liquidation Process) (Amendment) Regulations, 2025, dated 29th January 2025. Now, all prospective bidders are required to submit the necessary documents, including a declaration of eligibility under Section 29A of the Insolvency and Bankruptcy Code, as specified in the auction notice and/or through the electronic auction platform.

3. In this regard, it is hereby directed that:

(i) All IPs shall exclusively use the Baanknet auction platform for conducting auctions for the sale of assets during the liquidation process where an auction notice is issued on or after 1st April 2025.

(ii) All IPs shall clearly mention in the auction notice that:

- Prospective bidders shall submit the requisite documents, including a declaration of eligibility under Section 29A of the Insolvency and Bankruptcy Code through the electronic auction platform.
- Prospective bidders shall deposit the Earnest Money Deposit (EMD) through the Baanknet auction platform.
- It shall also be specified that if the bidder is found ineligible, EMD shall be forfeited.

4. In case of any clarification, the Frequently Asked Questions (FAQs) and guidance documents as available on www.ibbi.gov.in may be referred. Further, you may reach out to Ph. No.: +91 8291220220 or Email ID: support.baanknet@psballiance.com

5. This is issued in exercise of the powers under sub-section (1) of section 196 of the Insolvency and Bankruptcy Code, 2016.

Yours faithfully,
Sd/-
(Rajesh Tiwari)
General Manager

Insolvency and Bankruptcy Board of India
7th Floor, Mayur Bhawan, Connaught Place, New Delhi-110001

CIRCULAR

No. IBBI/LIQ/82/2025

11th February 2025

To

All Registered Insolvency Professionals

All Recognised Insolvency Professional Entities

All Registered Insolvency Professional Agencies

(By mail to registered email addresses and on the website of the IBBI)

Dear Madam/Sir,

Sub: Intimation to the Board on the appointment of insolvency professional under various processes under the Code

An Insolvency Professional (IP) functions in various capacities under the Insolvency and Bankruptcy Code, 2016 ("the Code"). The IPs are mandated to intimate the Insolvency and Bankruptcy Board of India (IBBI) of his/her appointment under various processes under the Code.

2. Presently, IPs add their assignments on the IBBI portal for appointments as Interim Resolution Professionals or Resolution Professionals under the Corporate Insolvency Resolution Process (CIRP), as well as for liquidators in liquidation and voluntary liquidation processes. Upon assignment approval, subsequent reporting requirements such as public announcements, EOIs, auction notices, and various forms, are made available for submission to the board. Further, presently there is no requirement for adding assignments relating to Resolution Professionals under Insolvency Resolution of Personal Guarantors, Bankruptcy Trustee under the Bankruptcy Process of Personal Guarantors and Administrator under Insolvency and Liquidation Proceedings of Financial Service Providers.

3. To streamline this process and ensure thorough record-keeping, the Board has refined the Assignment Module. While most IPs already update their assignments upon appointment, this directive formalizes the practice to reduce compliance burdens and minimize delays.

4. The IPs are henceforth mandated to add assignments on the IBBI's electronic portal upon their appointment in the following processes and capacities:

- a. Interim Resolution Professional (IRP) under the Corporate Insolvency Resolution Process (CIRP).
- b. Resolution Professional (RP) under the CIRP.
- c. Liquidator under the Liquidation Process.
- d. Liquidator under the Voluntary Liquidation Process.
- e. Resolution Professional under Insolvency Resolution for Personal Guarantors.

- f. Bankruptcy Trustee under the Bankruptcy Process for Personal Guarantors.
- g. Administrator under Insolvency and Liquidation Proceedings of Financial Service Providers

5. An IP shall access the portal with the help of a unique username and password provided to him by the IBBI. Once the assignment is added and approved by the IBBI, the IP shall proceed with subsequent compliances, including reporting requirements such as public announcements, EOIs, and auction notices, as applicable under different processes outlined in the Code.

6. The timelines for filing of assignment shall be as follows:

a. New Assignments: For all cases commencing from the date of issuance of this circular, the IP shall add the assignment to the designated system within three (3) days of his/her appointment.

b. Ongoing Cases: For all ongoing cases (i.e., cases initiated before the issuance of this circular) **where the assignment has not already been added**, the IP shall add the assignment by 28th February, 2025.

c. Closed Cases: For all closed cases where the assignment has not already been added, the IP shall add the assignment by 31st March, 2025. However, for closed cases relating to Personal Guarantors, the assignments shall be added by 30th April 2025.

7. This is issued in the exercise of the powers conferred under section 196 of the Insolvency and Bankruptcy Code, 2016.

Yours faithfully,

-Sd-

(Rajesh Tiwari)

General Manager



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA

RBI/2025-26/24

REF.No.MPD.BC.399/07.01.279/2025-26

April 09, 2025

All Primary Dealers,

Standing Liquidity Facility for Primary Dealers

As announced in today's [bi-monthly Monetary Policy Resolution](#), the Monetary Policy Committee (MPC) has decided to reduce the policy repo rate under the Liquidity Adjustment Facility (LAF) by 25 basis points from 6.25 per cent to 6.00 per cent, with immediate effect.

2. Accordingly, the Standing Liquidity Facility provided to Primary Dealers (PDs) (collateralised liquidity support) from the Reserve Bank would be available at the revised repo rate of 6.00 per cent, with immediate effect.

Yours faithfully,

(Anupam Prakash)
Adviser-in-Charge



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
www.rbi.org.in

RBI/2025-26/25

FIDD.CO.LBS.BC.No.05/02.08.001/2025-26

April 11, 2025

The Chairman / Managing Director & Chief Executive Officer
Lead Banks concerned

Madam/ Dear Sir,

Reorganisation of Districts in the State of Rajasthan – Review of Lead Bank Responsibility

The Government of Rajasthan had notified reorganisation of districts in the State vide Gazette Notifications Sr.P.9(21)Raj-1/2024-(1 to 9), all dated December 29, 2024.

2. As nine districts have been merged into 12 existing districts, the lead bank responsibility notified in respect of these nine districts vide [circular FIDD.CO.LBS.BC.No.11/02.08.001/2023-24](http://www.rbi.org.in/circular/FIDD.CO.LBS.BC.No.11/02.08.001/2023-24) dated November 10, 2023 as follows, stands revoked:

| Sr. No. | Districts (Erstwhile) | Lead Bank | District Working Code |
|---------|-----------------------|----------------------|-----------------------|
| 1 | Kekri | Bank of Baroda | 01Z |
| 2 | Shahpura | Bank of Baroda | 02M |
| 3 | Anupgarh | Punjab National Bank | 01W |
| 4 | Sanchore | State Bank of India | 02L |
| 5 | Neem ka Thana | State Bank of India | 02J |
| 6 | Gangapur City | Bank of Baroda | 02E |
| 7 | Dudu | UCO Bank | 02C |
| 8 | Jaipur (Rural) | State Bank of India | 02D |
| 9 | Jodhpur (Rural) | ICICI Bank | 02G |

वित्तीय समावेशन और विकास विभाग, केन्द्रीय कार्यालय, 10 वी मजिल, केन्द्रीय कार्यालय भवन, शहीद भगतसिंह मार्ग, पोस्ट बॉक्स स. 10014, मुंबई -400001

Financial Inclusion & Development Dept, Central Office, 10th Floor, Central Office Building, Shahid Bhagat Singh Marg, P.B.No.10014, Mumbai-1

टेली Tel:022-22601000 फैक्स: 91-22-22621011/22610943/22610948 ई-मेल: cgmincfidd@rbi.org.in

हिंदी आसान है, इसका प्रयोग बढ़ाइए।

"चेतावनी: रिज़र्व बैंक -द्वारा मेल डाक, एसएमएस या फोन कॉल के जरिए किसी की भी व्यक्तिगत जानकारी जैसे बैंक के खाते का ब्यौरा, पासवर्ड आदि नहीं मांगी जाती है। यह धन रखने या देने का प्रस्ताव भी नहीं करता है। ऐसे प्रस्तावों का किसी भी तरीके से जवाब मत दीजिए।"

Caution: RBI never sends mails, SMSs or makes calls asking for personal information like bank account details, passwords, etc. It never keeps or offers funds to anyone. Please do not respond in any manner to such offers.



3. The Lead Bank responsibilities of the following districts, which have been affected as a result of the reorganisation, have been reviewed and have been retained/modified as follows:

| Sr. No | Present District | Lead Bank | District Working Code | Remarks |
|--------|------------------|----------------------|-----------------------|----------|
| 1 | Ajmer | Bank of Baroda | 510 | Retained |
| 2 | Tonk | Bank of Baroda | 507 | Retained |
| 3 | Bhilwara | Bank of Baroda | 508 | Retained |
| 4 | Bikaner | State Bank of India | 520 | Retained |
| 5 | Sri Ganganagar | Punjab National Bank | 518 | Retained |
| 6 | Jalore | State Bank of India | 525 | Retained |
| 7 | Jhunjhunu | Bank of Baroda | 515 | Retained |
| 8 | Sikar | Punjab National Bank | 513 | Retained |
| 9 | Karauli | Bank of Baroda | 519 | Retained |
| 10 | Sawai Madhopur | Bank of Baroda | 506 | Retained |
| 11 | Jaipur | State Bank of India | 500 | Modified |
| 12 | Jodhpur | ICICI Bank | 530 | Modified |

4. There is no change in the Lead Banks of other districts in the state of Rajasthan.

Yours sincerely,

(Nisha Nambiar)
Chief General Manager-in-Charge

CIRCULAR

SEBI/HO/IMD/IMD-RAC/P/CIR/2025/54

April 11, 2025

To,

All Mutual Funds

All Asset Management Companies (AMCs)

All Trustee Companies/ Board of Trustees of Mutual Funds

All Registrar and Share Transfer Agents (RTAs)

All Recognized Stock Exchanges

All Recognized Clearing Corporations

All Depositories

Association of Mutual Funds in India (AMFI)

Madam/ Sir,

Subject: Specialized Investment Funds ('SIF') – Application and Investment Strategy Information Document (ISID) formats

1. As stipulated in Regulation 49Y(1) of the SEBI (Mutual Funds) Regulations 1996 ('MF Regulations') for launching of investment strategies, Mutual Funds are required to launch Investment Strategies in accordance with the procedure applicable to the schemes of the Mutual Funds, as laid down in Regulation 28 of the MF Regulations.
2. SEBI *vide* Circulars dated February 27, 2025 ('SIF Circular') and April 09, 2025 specified the Regulatory Framework for Specialized Investment Funds, which, *inter-alia*, provides the eligibility criteria for a registered Mutual Fund to establish Specialized Investment Fund, including disclosures in Investment Strategy Information Document ('ISID').
3. Pursuant to the above and to ensure uniformity and efficient processing of applications, it has been decided that registered Mutual Funds intending to establish Specialized Investment Funds are required to submit their applications as per the format provided at **Annexure I** to this Circular.

4. In terms of Clause 11 of Annexure A of the SIF Circular, the format of ISID is provided at **Annexure II** to this Circular.
5. This Circular shall come into force with effect from the date of this Circular.
6. This Circular is issued in exercise of the powers conferred by Section 11(1) of the Securities and Exchange Board of India Act, 1992 read with Chapter VI-C of the SEBI (Mutual Funds) Regulations 1996 to protect the interest of investors in securities and to promote the development of, and to regulate the securities market.
7. This Circular is available at www.sebi.gov.in under the link "Legal ->Circulars".

Yours faithfully,

Anupma Chadha
General Manager
Investment Management Department
+91-22-264491319
anupmac@sebi.gov.in

Documents issued without sufficient signature

| Sl. no. | Governing Body | Link to the Notification / Circular |
|---------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Ministry of Corporate Affairs (Sale Notice issued in the High Court at Patna) | 1. https://www.mca.gov.in/bin/dms/getdocument?mids=92Cyu6Vi%252FzXTzWYbf9CiMg%253D%253D&type=open |
| 2. | High Court of Allahabad | 1. https://www.allahabadhighcourt.in/event/Not_No_1124_Dt_17_04_2025.pdf |
| 3. | Ministry of Jal Shakti - Urban Development & Municipal Affairs Department - Government of West Bengal | 1. https://nmcg.nic.in/writereaddata/fileupload/35_Recruitment%20Notice%20for%205%20posts%20in%20WBSPMG.pdf |
| 4. | Ministry of Micro, Small and Medium Enterprises | 1. https://msme.gov.in/sites/default/files/MSME_circular.pdf |
| 5. | Ministry of Social Justice and Empowerment - Department of Empowerment of Persons with Disabilities (Divyangjan) | 1. https://cdnbbsr.s3waas.gov.in/s3e58aea67b01fa747687f038dfde066f6/uploads/2024/11/20241114664226694.pdf |
| 6. | National Board of Examination in Rehabilitation (An Adjunct Body of Rehabilitation Council of India) | 1. https://nber-rehabcouncil.gov.in/files/Adm_notification_24.pdf |
| 7. | High Court of Uttarakhand | 1. https://cdnbbsr.s3waas.gov.in/s3bc7f621451b4f5df308a8e098112185d/uploads/2024/12/202412201206997118.pdf |

Documents issued without sufficient signature

| | | |
|-----|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8. | High Court of Madhya Pradesh at Jabalpur | 1. https://mphc.gov.in/PDF/web_pdf/LU/Notice%20C-291%20dated%2017.01.2025%20Designation%20of%20Senior%20Advocates.pdf |
| 9. | Ministry of Textiles - Office of The Jute Commissioner, Kolkata | 1. https://jutecomm.gov.in/Documents/Orders/Mandatory%20Jute%20Packaging%20ORDER%20of%2028th%20September,%202004.pdf |
| 10. | Insolvency and Bankruptcy Board of India | 1. https://ibbi.gov.in/uploads/legalframework/2025-03-28-235256-5phy7-b74b8337a8b16af1af694dc969a6d1f3.pdf 2. https://ibbi.gov.in/uploads/legalframework/713b4ed4c289b651c47d811bc997fbf9.pdf |
| 11. | Reserve Bank of India | 1. https://rbidocs.rbi.org.in/rdocs/notification/PDFs/NT25CA38902E30F7465FBF5005ADF061761.PDF 2. https://rbidocs.rbi.org.in/rdocs/notification/PDFs/NOTI241AA34550D87D411CA83127A044AC1C95.PDF |
| 12. | SEBI | 1. https://www.sebi.gov.in/legal/circulars/apr-2025/specialized-investment-funds-sif-application-and-investment-strategy-information-document-isid-formats_93442.html |
| 13. | Department of Agricultural Research and Education | 1. https://dare.gov.in/storage/pdfs/CAU%20AA%202014-15%20HINDI-1.pdf |

**ANNEXURE A-5**

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*** IN THE HIGH COURT OF DELHI AT NEW DELHI****+ CS(COMM) 161/2020**

SHRI PREM PRAKASH DHAWAN Plaintiff
Through: Mr. Prabhas Bajaj and Mr.
Utsav Mukherjee, Advs.

versus

MR. AMAN DHATTARWAL & ORS. Defendants
Through: Ms. Aastha Arora and Mr.
Arsh, Advs. for D-1 and 2
Ms. Mamta Rani Jha, Mr. Rohan Ahuja, Ms.
Shruttima Ehersa, Mr. Vatsalya Vishal, Ms.
Amishi Sodani and Mr. Rahul Choudhary,
Advs. for D-4

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER
23.11.2023

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IA 23384/2023

1. By this application, the plaintiff seeks permission to file an electronically signed and notarised affidavit with the rejoinder in IA 5673/2020.
2. The Rejoinder was to the reply filed by the respondent to IA 5673/2020.
3. Mr. Prabhas Bajaj, learned Counsel for the plaintiff, submits that physical signature on the affidavit could not be obtained as the plaintiff is advanced in years and the inclement weather did not permit the plaintiff to venture outside.

CS(COMM) 161/2020

Page 1 of 2



4. Ms. Amishi Sodani, learned Counsel for Defendant 4, does not object to the prayer.
5. Accordingly, the prayer is granted.
6. The application is allowed accordingly.
7. The rejoinder is taken on record along with affidavit as electronically signed and notarised.

C. HARI SHANKAR, J.

NOVEMBER 23, 2023

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Click here to check corrigendum, if any



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(COMM) 113/2024

SRINATH KUMBARGERI VENKATACHALAPPA Plaintiff

Through: Mr. Tanmaya Mehta, Mr. Krishnagopal Abhay, Mr. Karmanya Singh Sareen, Mr. Sahib Singh Dhillon, Mr. Prabhjot Singh Dhillon and Mr. Rinku, Advocates.

versus

C.A. SHIVARAM & ORS. Defendants

Through: Mr. Naveen R. Nath, Senior Advocate with, Mr. Vikas Kumar, Mr. Sangram Panghal, Mr. Pranjali Shrivastava, Ms. Vidanshi Kamalia, Ms. Gayatri Virmani and Ms. Disha Gupta, Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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06.02.2024

I.A. 2786/2024 *(for exemption from filing originals, clearer copies, translated copies and margins of certain documents with the supporting affidavit)*

1. Exemption is granted, subject to all just exceptions.
2. The Plaintiff shall file legible and clearer copies of exempted documents, compliant with practice rules, before the next date of hearing.
3. Accordingly, the application stands disposed of.

I.A. 2785/2024 *(seeking leave to file additional documents)*

4. This is an application seeking leave to file additional documents under the Commercial Courts Act, 2015.



5. Plaintiff, if it wishes to file additional documents at a later stage, shall do so strictly as per the provisions of the said Act.

6. Disposed of.

CS(COMM) 113/2024

7. Let the plaint be registered as a suit.

8. Issue summons. Mr. Vikas Kumar, counsel for Defendants, accepts summons. He confirms the receipt of the paper-book and waives the right to formal service of summons. Written statement(s) shall be filed by the Defendants within 30 days from today. Along with the written statement(s), the Defendants shall also file affidavit(s) of admission/ denial of the documents of the Plaintiff, without which the written statement(s) shall not be taken on record.

9. Liberty is given to the Plaintiff to file replication(s) within 15 days of the receipt of the written statement(s). Along with the replication(s), if any, filed by the Plaintiff, affidavit(s) of admission/ denial of documents of the Defendants, be filed by the Plaintiff, without which the replication(s) shall not be taken on record. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the timelines.

10. Considering the nature of dispute before the Court, on a query of the Court, both counsel have shown inclination to settle the matter through mediation.

11. Accordingly, the parties are referred to Delhi High Court Mediation and Conciliation Centre. Mediation Centre is requested to appoint Mr. Rajiv Virmani, Senior Advocate as the Mediator in the present matter. The parties are permitted to join the mediation meeting through video conferencing mechanism on the first occasion and thereafter, if the need is felt, the



Mediator may direct the personal appearance of the parties for further negotiations. It is made clear that the timelines for completion of pleadings shall be adhered to notwithstanding the mediation attempt.

12. List before the Mediation Centre on 13th February, 2024.

13. List before the Joint Registrar for marking of exhibits on 8th April, 2024. It is made clear that any party unjustifiably denying documents would be liable to be burdened with costs.

14. List before Court for reporting of outcome on 29th May, 2024.

I.A. 2787/2024 (for exemption from invoking pre- institution mediation)

15. Although the present suit contemplates urgent interim relief, as the parties have expressed inclination to resolve the matter amicably as noted above, they have been referred to mediation.

16. The application is accordingly disposed of.

I.A. 2788/2024 (seeking permission to file electronically signed and notarised affidavits and vakalatnama)

17. Mr. Tanmaya Mehta, counsel for Plaintiff, seeks permission to file electronically signed and notarised affidavits and *vakalatnama*. He submits that because of pressing commitments of the Plaintiff's constituted attorney, who is currently in Dubai, he was unable to visit the Indian embassy/consulate at Dubai for attestation/ apostille of the documents, which is a time-consuming process. Therefore, the Plaintiff's constituted attorney utilized the online notary platform "NotarEase", through which, he appeared virtually before a qualified Notary Officer in Delhi and digitally signed the affidavits and *vakalatnama* in support of the suit and accompanying applications, before the Officer. The entire process for e-notarization has



been elaborated in paragraph No. 2(a) to (h) of the application. The screenshots of the video call, completion certificate issued by eMudhra, and document log details, explaining the procedure adopted have been reproduced in the application.

18. Considering the aforementioned, the Court is satisfied that Plaintiff's constituted attorney has electronically signed the notarised affidavits filed along with the suit and accompanying applications as well as the *vakalatnama*. Accordingly, the application is allowed in terms of prayer 8(a) and (b) of the application.

19. Disposed of.

I.A. 2784/2024 (seeking ad interim injunction)

20. Issue notice. Mr. Vikas Kumar, counsel for Defendants, accepts notice on behalf of the Defendants. Reply, if any, be filed within four weeks from today. Rejoinder thereto, if any, be filed within three weeks thereafter.

21. List on 29th May, 2024.

SANJEEV NARULA, J

FEBRUARY 6, 2024

nk



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ C.O. (COMM.IPD-TM) 13/2024

SRINATH KUMBARGERI VENKATACHALAPPA Petitioner

Through: Mr. Tanmaya Mehta,
Mr. Krishnagopal Abhay,
Mr. Karmanya Singh Sareen,
Mr. Sahib Singh Dhillon,
Mr. Prabhjot Singh Dhillon and
Mr. Rinku, Advocates.

versus

C.A. SHIVARAM & ANR. Respondents

Through: Mr. Naveen R. Nath, Senior Advocate
with, Mr. Vikas Kumar, Mr. Sangram
Panghal, Mr. Pranjal Shrivastava,
Ms. Vidanshi Kamalia, Ms. Gayatri
Virmani and Ms. Disha Gupta,
Advocates.
Mr. Harish Vaidyanathan Shankar,
CGSC with Mr. Srish Kumar Mishra,
Mr. Alexander Mathai Paikaday and
Mr. Krishnan V., Advocates.

+ C.O. (COMM.IPD-TM) 14/2024

SRINATH KUMBARGERI VENKATACHALAPPA Petitioner

Through: Mr. Tanmaya Mehta,
Mr. Krishnagopal Abhay,
Mr. Karmanya Singh Sareen,
Mr. Sahib Singh Dhillon,
Mr. Prabhjot Singh Dhillon and
Mr. Rinku, Advocates.

versus



C.A. SHIVARAM & ANR.

..... Respondents

Through: Mr. Naveen R. Nath, Senior Advocate with, Mr. Vikas Kumar, Mr. Sangram Panghal, Mr. Pranjal Shrivastava, Ms. Vidanshi Kamalia, Ms. Gayatri Virmani and Ms. Disha Gupta, Advocates.
Mr. Harish Vaidyanathan Shankar, CGSC with Mr. Srish Kumar Mishra, Mr. Alexander Mathai Paikaday and Mr. Krishnan V., Advocates.

+ C.O. (COMM.IPD-TM) 15/2024

SRINATH KUMBARGERI VENKATACHALAPPA Petitioner

Through: Mr. Tanmaya Mehta, Mr. Krishnagopal Abhay, Mr. Karmanya Singh Sareen, Mr. Sahib Singh Dhillon, Mr. Prabhjot Singh Dhillon and Mr. Rinku, Advocates.

versus

MR. C.A. SHIVARAM & ANR.

..... Respondents

Through: Mr. Naveen R. Nath, Senior Advocate with, Mr. Vikas Kumar, Mr. Sangram Panghal, Mr. Pranjal Shrivastava, Ms. Vidanshi Kamalia, Ms. Gayatri Virmani and Ms. Disha Gupta, Advocates.
Mr. Harish Vaidyanathan Shankar, CGSC with Mr. Srish Kumar Mishra, Mr. Alexander Mathai Paikaday and Mr. Krishnan V., Advocates.



**CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA**

ORDER
06.02.2024

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I.A. 2789/2024 in C.O. (COMM.IPD-TM) 13/2024, I.A. 2792/2024 in C.O. (COMM.IPD-TM) 14/2024 & I.A. 2795/2024 in C.O. (COMM.IPD-TM) 15/2024 (for exemption from filing originals, clearer copies, translated copies and margins of certain documents with the supporting affidavit)

1. Exemption is granted, subject to all just exceptions.
2. The Petitioner shall file legible and clearer copies of exempted documents, compliant with practice rules, before the next date of hearing.
3. Accordingly, the applications are disposed of.

I.A. 2790/2024 in C.O. (COMM.IPD-TM) 13/2024, I.A. 2793/2024 in C.O. (COMM.IPD-TM) 14/2024 & I.A. 2796/2024 in C.O. (COMM.IPD-TM) 15/2024 (for exemption from filing documents in separate volumes along with affidavit in support thereof)

4. The request is allowed, subject to all just exceptions.
5. The applications are disposed of.

I.A. 2791/2024 in C.O. (COMM.IPD-TM) 13/2024, I.A. 2794/2024 in C.O. (COMM.IPD-TM) 14/2024 & I.A. 2797/2024 in C.O. (COMM.IPD-TM) 15/2024 (seeking permission to file electronically signed and notarised affidavits and vakalatnama)

6. Mr. Tanmaya Mehta, counsel for Petitioner, seeks permission to file electronically signed and notarised affidavits and *vakalatnama*. He submits that because of pressing commitments of the Petitioner's constituted attorney, who is currently in Dubai, he was unable to visit the Indian



embassy/ consulate at Dubai for attestation/ apostille of the documents, which is a time-consuming process. Therefore, the constituted attorney utilized the online notary platform “NotarEase”, through which, he appeared virtually before a qualified Notary Officer in Delhi and digitally signed the affidavits and *vakalatnama* in support of the petition and accompanying applications, before the Officer. The entire process for e-notarization has been elaborated in paragraph No. 2(a) to (h) of the applications. The screenshots of the video call, completion certificate issued by eMudhra, and document log details, explaining the procedure adopted have been reproduced in the applications.

7. Considering the aforementioned, the Court is satisfied that Petitioner’s constituted attorney has electronically signed the notarised affidavits filed along with the petition and accompanying applications as well as the *vakalatnama*. Accordingly, the applications are allowed in terms of prayer 8(a) and (b) of the applications.

8. Disposed of.

C.O. (COMM.IPD-TM) 13/2024, C.O. (COMM.IPD-TM) 14/2024 & C.O. (COMM.IPD-TM) 15/2024

9. The present petitions under Section 57 of the Trademarks Act, 1999 seek: (a) transfer of the registration of trademark “PARIMALA COFFEE” under No. 1708226 from Respondent No. 1 to the Petitioner,¹ (b) removal of



the trademark “ ” registered under No. 3892154 in



Respondent No. 1's name from the Register,² and (c) cancellation of



registration of registration of the mark “” in Respondent No. 1's favour under No. 3871676.³

10. Mr. Tanmaya Mehta, counsel for Petitioner, submits that Respondent No. 1 was only allowed to use the afore-noted marks as a permitted user, however, he has unlawfully secured the registration of the said marks in his name.

11. Issue notice. Mr. Vikas Kumar, counsel for Respondent No. 1, accepts notice. Mr. Harish Vaidyanathan Shankar, counsel for Respondent No. 2, accepts notice.

12. Reply, if any, be filed within four weeks from today. Rejoinder thereto, if any, be filed within two weeks thereafter.

13. List on 29th May, 2024.

SANJEEV NARULA, J

FEBRUARY 6, 2024/nk

¹ In C.O. (COMM.IPD-TM) 13/2024.

² In C.O. (COMM.IPD-TM) 14/2024.

³ In C.O. (COMM.IPD-TM) 15/2024.



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(COMM) 466/2024

SINGH AND SINGH LAW FIRM LLP & ANR. Plaintiffs

Through: Mr. Tanmaya Mehta and Mr.
Krishnagopal Abhay, Advocates with
P-2 in person.

versus

SINGH AND SINGH ATTORNEYS & ORS. Defendants

Through: Mr. Aditya Gupta and Mr. Sauhard
Alung, Advocates for D-6.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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29.05.2024

I.A. 30773/2024(seeking leave to file additional documents)

1. This is an application seeking leave to file additional documents under the Commercial Courts Act, 2015.
2. Plaintiffs, if they wish to file additional documents at a later stage, shall do so strictly as per the provisions of the said Act.
3. Disposed of.

I.A. 30774/2024 & I.A. 30775/2024 (seeking exemption)

4. Exemption is granted, subject to all just exceptions.
5. Plaintiffs shall file legible and clearer copies of exempted documents, compliant with practice rules, before the next date of hearing.
6. Disposed of.



I.A. 30776/2024 (seeking exemption from filing documents in separate volumes)

7. Exemption is granted, subject to all just exceptions.
8. Disposed of.

I.A. 30777/2024(seeking exemption from pre-institution mediation)

9. As the present suit contemplates urgent interim relief, in light of the judgment of the Supreme Court in *Yamini Manohar v. T.K.D. Krithi*,¹ exemption from attempting pre-institution mediation is granted.
10. Disposed of.

I.A. 30778/2024(seeking direction to Registry to accept audio visual data in a pen drive)

11. Plaintiffs seek leave of the Court to place on record certain audio-visual data, forming the subject matter of the present suit. Rule 24 of Chapter XI of the Delhi High Court (Original Side) Rules, 2018 stipulates that electronic records can be received in CD/DVD/Medium encrypted with a hash value. The said Rule is extracted below:

“24. Reception of electronic evidence -A party seeking to tender any electronic record shall do so in a CD/ DVD/ Medium, encrypted with a hash value, the details of which shall be disclosed in a separate memorandum, signed by the party in the form of an affidavit. This will be tendered along with the encrypted CD/ DVD/ Medium in the Registry. The electronic record in the encrypted CD/ DVD/ Medium will be uploaded on the server of the Court by the Computer Section and kept in an electronic folder which shall be labeled with the cause title, case number and the date of document uploaded on the server. Thereafter, the encrypted CD/ DVD/ Medium will be returned to the party on the condition that it shall be produced at the time of admission/denial of the documents and as and when directed by the Court/ Registrar. The memorandum disclosing the hash value shall be separately kept by the

¹ 2023 SCC OnLine SC 1382.



Registry on the file. The compliance with this rule will not be construed as dispensing with the compliance with any other law for the time being in force including Section 65B of the Indian Evidence Act, 1872.”

12. Registry may receive electronic record on CD-ROM/ DVD so long as it is encrypted with a hash value or in any other non-editable format. The audio-visual data be placed in the electronic record of the present suit in a format which is non-editable, so that the same can be viewed by the Court during hearing.

13. Application is disposed of.

I.A. 30779/2024(seeking permission to file electronically signed & notarised affidavit & vakalatnama)

14. Mr. Tanmaya Mehta, counsel for Plaintiffs, seeks permission to file electronically signed and notarised affidavits and *vakalatnama*. He submits that because of pressing commitments of the Plaintiffs’ constituted attorney, she could not visit the office of the Notary Public. Therefore, the constituted attorney utilized the online notary platform “NotarEase,” through which, she appeared virtually before a qualified Notary Officer in Delhi and digitally signed the affidavits and *vakalatnama* in support of the suit and accompanying applications, before the Officer. The entire process for e-notarization has been elaborated in paragraph No. 2(a) to (h) of the application. The screenshots of the video call, completion certificate issued by eMudhra, and document log details, explaining the procedure adopted have been reproduced in the applications.

15. Considering the afore-noted, the Court is satisfied that Plaintiffs’ constituted attorney has electronically signed the notarised affidavits filed



along with the petition and accompanying applications as well as the *vakalatnama*. Accordingly, the applications are allowed and the electronically signed and notarised affidavits are taken on record.

16. Disposed of.

CS(COMM) 466/2024

17. Let the plaint be registered as a suit.

18. Issue summons. Mr. Aditya Gupta, Advocate, accepts notice on behalf of Defendant No. 6. He confirms the receipt of paper-book, and waives the right of formal service of summons. Written statement by the said Defendant shall be filed within thirty days commencing from today. Upon filing of process fee, issue summons to the remaining Defendants by all permissible modes. Summons shall state that the written statement(s) shall be filed by the Defendants within 30 days from the date of receipt of summons. Along with the written statement(s), the Defendants shall also file affidavit(s) of admission/denial of the documents of the Plaintiff, without which the written statement(s) shall not be taken on record.

19. Liberty is given to the Plaintiffs to file replication(s) within 15 days of the receipt of the written statement(s). Along with the replication(s), if any, filed by the Plaintiffs, affidavit(s) of admission/denial of documents of the Defendants, be filed by the Plaintiffs, without which the replication(s) shall not be taken on record. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the timelines.

20. List before the Joint Registrar for marking of exhibits on 27th August, 2024. It is made clear that any party unjustifiably denying documents would be liable to be burdened with costs.



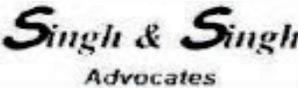
21. List before Court for framing of issues thereafter.

I.A. 30772/2024(w/O XXXIX Rules 1 and 2 of CPC)

22. The Plaintiffs have filed the instant application under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908,² seeking protection of their mark/ name “Singh & Singh” used in relation to the legal services provided by them. They are aggrieved by the use of identical marks – “Singh and Singh” and “Singh and Singh Lawyers LLP” and their derivatives by Defendants No. 1 and 2, for the same services.

23. The case of Plaintiffs, as set out in the plaint, is as follows:

23.1. Plaintiff No. 1, Singh & Singh Law Firm LLP, was founded in 1997 for providing legal services under the trademark “Singh & Singh”. Later, in 2005, the firm adopted another trademark “Singh & Singh Advocates.” The details of registrations of the above trademarks are as follows:

| S.No. | Mark | Date of Application | Regd. No. | Class | Services |
|-------|-------------------------------------------------------------------------------------|---------------------|-----------|-------|--------------------------------------------------|
| 1. |  | 22.12.2005 | 1408313 | 42 | all kinds of legal services |
| 2. |  | 09.09.2009 | 1860364 | 42 | all kinds of legal services included in class 42 |

23.2. Plaintiff No. 1 assigned the afore-mentioned trademarks to Plaintiff No. 2, MKS IP Assets Pvt. Ltd., *w.e.f.* April 2014. This change has been reflected in the records of the Trademarks Registry.

23.3. Plaintiff No. 1-firm has, over the years, expanded into several branches of law, including constitutional, commercial, arbitration, and

² “CPC.”



intellectual property laws. The firm has acquired enormous acclaim in India as well as in several foreign countries. Their clientele hails from different parts of the world, such as the USA, Canada, Japan, South Africa, Australia. Over the years, Plaintiff No. 1 has become one of India's leading law firms in the fields of intellectual property litigation, information technology, and technology, media and telecommunication. The plaint also sets out the details of various accolades and awards received by Plaintiff No. 1. In addition, the lawyers engaged with Plaintiff No. 1 are members of international organizations like INTA, APAA, AIPPI, FICPI etc., and are active participants of annual conferences and other events organized by these institutions. These conferences are conducted at a global level in various parts of the world, including the USA, Canada, Germany, and Australia.

23.4. The business presence of Plaintiff No. 1 spans across the world, including South Africa, where they cater to major multi-national corporations, such as Cipla, Bharti, Gilead, PepsiCo, GlenMark, ZEE, FritoLay, GoodEarth, ICICI Bank and Radio Mirchi. Members of Plaintiff No. 1 also regularly collaborate with law firms and lawyers based in South Africa for providing services to their clients located in the said country. Many of Plaintiff No. 1's partners and lawyers are members of organizations that facilitate interactions and collaboration between the legal industries of different nations. Several of these organizations have committees, where advocates from both Plaintiff No. 1-firm and South Africa, are members. Thus, the firm has a strong cross-border reputation, which extends to South Africa.

23.5. Defendant No. 1, a law firm located in South Africa, offers their



services under the trademark/ name “Singh and Singh Attorneys.” They also have an active website “<https://singhlaw.co.za/>,” which is accessible in India. This domain name/ website was registered in Defendant No. 1’s name on 15th October, 2021. Defendant No. 2 is the owner/ founder of Defendant No. 1.

23.6. Through various online modes, the Defendants are promoting their trademark “Singh and Singh Attorneys” in India and soliciting clients for their business. The clients, who are of Indian origin, are likely to be misled into assuming a relationship between Plaintiff No. 1 and Defendant No. 1. Further, given Plaintiff No. 1’s strong cross-border presence and reputation, the viewers of such promotional posts/ material would potentially be misled about their origin. The marks being identical and used for the same purpose, the Defendants’ use of the impugned mark amounts to infringement and passing off of Plaintiff’s trademarks.

24. The Court has considered the submissions advanced by Mr. Mehta, and reviewed the record. A comparison of the Plaintiffs’ and Defendants’ marks /names is set out in the following table, reproduced from the plaint:

| <u>Comparison table- names, domains, social media accounts and primary logos</u> | | | |
|-----------------------------------------------------------------------------------------|----------------------|---------------------------------------------------------------------------|---------------------------------------------------------------|
| S.No. | Description | Plaintiffs | Defendants |
| 1 | Mark/name | Singh & Singh | Singh and Singh |
| 2 | Full name | Singh & Singh Law Firm LLP | Singh and Singh Attorneys |
| 3 | Abbreviated name | Singh & Singh Law Firm | Singh and Singh |
| 4 | Domain name/ website | http://www.singhandsingh.com/ | https://singhlaw.co.za/ |
| 5 | Facebook | @SinghLawFirmLLP | @Singh & Singh Attorneys and Conveyances |



| | | | |
|---|-------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 6 | LOGO (trade name) |  |  |
| 7 | LOGO |  |  |

25. In the *prima facie* view of the Court, the above table conspicuously demonstrates that the parties' marks are identical and are being used for identical services, targeting the same segment of consumers. The profile of Plaintiff No. 1, as noted above, and as delineated in the plaint, clearly indicates that Plaintiff No. 1's law practice is not confined to India, and extends to South Africa. On a preliminary assessment, it appears that Plaintiff No. 1 has a significant digital presence and global reputation and goodwill and is servicing clients across the globe. The Court also finds *prima facie* merit in the contention of the Plaintiffs that nowadays legal services are rendered across the globe through internet and electronic means. In this internet-driven world, law firms such as the Plaintiff No. 1, would have a reputation which is not limited by geographical boundaries. Therefore, there is a strong possibility of confusion amongst the foreign clients/law firms relating to the two marks, which are predominantly identical. There is a strong likelihood that they would be led to believe that Defendants' "Singh and Singh" is another branch or an associate office of Plaintiff's "Singh & Singh." Thus, the use of impugned marks, that are identical or deceptively similar to the trademarks of the Plaintiffs, and their domain name "singhlaw.co.za" is likely to cause confusion to the clients located in India as well as South Africa, where Plaintiff No. 1 has a



formidable presence.

26. In view of the above, the Court finds that the Plaintiffs have made out a *prima facie* case in their favour and in case an *ex-parte* ad-interim injunction is not granted, the Plaintiffs will suffer an irreparable loss; balance of convenience also lies in favour of the Plaintiffs and against the Defendants No. 1 and 2.

27. Till the next date of hearing, Defendants No. 1 and 2 or anybody acting on their behalf are restrained from using in India the impugned marks “Singh and Singh,” “Singh & Singh,” “singhlaw,” “singhandsingh,”

“,”



and “” or any other trademark/ trade name/ service name/ trading style, which is either identical to, or deceptively similar to Plaintiffs’ marks/ names/ logos “Singh & Singh,” “Singh & Singh Law Firm LLP”, “Singh and Singh,” “<http://www.singhandsingh.com/>,” “singhlaw,” “singhandsingh.com,” “Singh & Singh Advocates,” “Singh & Singh Attorneys” or any other derivatives thereof so as to result in infringement and passing off of Plaintiffs’ trademarks.

28. Ministry of Electronics and Information Technology, Government of India and Department of Telecommunications, Ministry of Communications, Government of India is directed to issue necessary directions to the telecom service providers and internet service providers to block access within India to the website hosted on the impugned domain name “<https://singhlaw.co.za/>”.

29. Upon filing of process fee, issue notice to the Defendants, by all



permissible modes, returnable on the next date of hearing. Reply, if any, be filed within four weeks from the date of service. Rejoinder thereto, if any, be filed within two weeks thereafter.

30. Compliance of Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 be done with ten days from today.

31. List on 23rd October, 2024.

SANJEEV NARULA, J

MAY 29, 2024
d.negi



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ C.A.(COMM.IPD-TM) 45/2024 & I.A. Nos. 31344/2024,
31345/2024, 31346/2024 & 31347/2024
PROFESSIONAL FIGHTERS LEAGUE, LLC, A DELAWARE
LIMITED LIABILITY COMPANYAppellant

Through: Mr. Tanmaya Mehta with
Mr. Krishnagopal Abhay,
Mr. Karmanya Singh Sareen and
Ms. Pari Bhardwaj, Advocates.
(M): 8930975400

versus

THE REGISTRAR OF TRADE MARKS & ANR.....Respondents
Through: Mr. Arjun Gadhoke with Ms. N.
Parvati and Ms. Alka Bisht,
Advocates.
(M): 8193930933
Email: abisht@saikrishnaassociates.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
15.01.2025

%

I.A. No. 31344/2024 (Application seeking permission to file electronically signed and notarised affidavits and vakalatnama)

1. The present application has been filed on behalf of the appellant under Section 151 of the Code of Civil Procedure, 1908 ("CPC") seeking permission to file electronically signed and notarised affidavits and vakalatnama.



2. Mr. Tanmaya Mehta, learned counsel appearing for the appellant submits that because of the certain pressing commitments of the appellant's Authorised Signatory, who resides in the United States of America, he was unable to visit the Indian embassy/consulate for apostillation of the affidavits, which is a relatively time-consuming process. He further submits that for facilitating the timely filing of the present appeal, the appellant's Authorised Signatory virtually appeared before a qualified Notary officer in Delhi and the affidavits along with the vakalatnama of the appellant's Authorised Signatory, have electronically been signed and notarized in support of the instant appeal.

3. Thus, it is submitted that the mandate of the rules and procedure, stands complied with. It is submitted that appellant has been identified by his counsel in the electronically signed and notarized affidavits as well as the vakalatnama. The signing and notarization process adopted and followed for signing and notarizing the affidavits has been elaborated in the present application. The screenshots of the video call, complete certificate issued by eMudhra and document log details, explaining the procedure adopted, have been reproduced in the application.

4. Considering the aforesaid, the Court is satisfied that the appellant's Authorised Signatory has electronically signed the notarized affidavits along with the present appeal and accompanying applications, as well as the Vakalatnama. Accordingly, the present application is hereby allowed.

5. The application is disposed of and the electronically signed and notarized affidavits are taken on record.

C.A.(COMM.IPD-TM) 45/2024 & I.A. Nos. 31345/2024, 31346/2024 & 31347/2024



6. The present appeal has been filed under Section 91 of the Trade Marks Act, 1999, read with Rule 156 of the Trade Marks Rule, 2017 challenging the order dated 28th October, 2023 passed by respondent no. 1 in opposition no. 1219891.

7. By way of the impugned order dated 28th October, 2023, the respondent no. 1, i.e., Registrar of Trademarks had held that the application no. 4497981 in Class 25, as filed by the appellant herein, is deemed abandoned. The order dated 28th October, 2023, reads as under:



भारत सरकार / GOVERNMENT OF INDIA
उपानाम विन्दु रजिस्ट्री / TRADE MARKS REGISTRY
बौद्धिक सम्पदा भवन प्लॉट नंम्बरा 32, सेक्टर 14, जडी किण्डी-110078 फोन: 28082915, 28082916, 28082917
Intellectual Property Bhavan, Plot No 32, Sector 14, Dwarka, New Delhi-110078 Tel: 28082915, 28082916, 28082917



THE TRADE MARKS ACT, 1999

IN THE MATTER OF an Application No.
4497981 in Class 25 in the name of :
MMAX INVESTMENT PARTNERS INC (A
DELAWARE CORPORATION)
(Proprieter)
Suite 302, 2520 St. Rose Parkway Henderson,
Nevada 89074 United States. .
AND

IN THE MATTER OF an Opposition No.
1219891 there to by
Liberty Shoes Limited
(Opponent)
13th Mile Stone, Liberty Puram, Kutail,
Haryana - 132114 .

ORDER

Trade Mark Application No.4497981 in Class 25 was advertised in journal no : 2091 dated 13/02/2023 . Subsequently above opposition was filed under section 21(1) of the Trade Mark Act,1999 by the above named opponent on 18/05/2023 to oppose the registration of Trade Mark PFL PROFESSIONAL FIGHTERS LEAGUE applied for the Notice of Opposition was served to the applicant 19/07/2023 and till date no Counter statement filed by the applicant.

Hence, the application no.4497981 in class 25 is deemed as ABANDONED by operation of section 21(2) of the Trade Mark Act,1999 and consequently opposition no/s. 1219891 abates.
There shall be no order as to cost in respect of the above proceeding.

Signed and Sealed at Delhi dated this 28 October, 2023

For Registrar Of Trade Marks



8. Perusal of the aforesaid order shows that the only ground on which the opposition proceedings filed by the appellant were dismissed was, on the ground of the said application having been abandoned.
9. Mr. Tanmaya Mehta, learned counsel appearing for the appellant submits that no intimation had been received by the appellant herein, on account of which, no statement was filed by the appellant before the Trade Marks Registry.
10. Learned counsel appearing for respondent no. 1, i.e., Registrar of Trademarks, submits that since there was migration of email system in the respondent no. 1 office, therefore, the Registrar of Trademarks is agreeable to issue notice of opposition on the application filed by the appellant, by giving the benefit of doubt to the appellant.
11. Learned counsel appearing for respondent no. 1 submits that the requisite notice of opposition shall be issued by the Registrar of Trademarks within a period of two weeks from today.
12. The aforesaid statement is taken note of.
13. Accordingly, on the statement made by learned counsel appearing for respondent no. 1, the application no. 4497981 in Class 25, as filed by the appellant before the Registrar of Trademarks, is hereby restored.
14. It is directed that the application filed by the appellant, shall be dealt in accordance with law.
15. The impugned order dated 28th October, 2023 is hereby set aside.
16. The present appeal stands allowed in the aforesaid terms.
17. Needless to say, this Court has not expressed any opinion on the merits of the case.



18. Accordingly, the appeal along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

JANUARY 15, 2025

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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

I.A. 1069/2025 and I.A. 1126/2025

In

+ CS(COMM) 113/2024

SRINATH KUMBARGERI VENKATACHALAPPAPlaintiff

Through: Mr. Tanmaya Mehta, Ms. Karmanya
Singh Sareen, Mr. Krishnagopal
Abhay, Mr. Sahib Singh Dhillon and
Ms. Pari Bhardwaj, Advocates

versus

C.A. SHIVARAM & ORS.

.....Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

%

16.01.2025

I.A. 1126/2025 (seeking permission to file electronically signed and notarised affidavit)

1. For the reasons stated in the application, the same is allowed.
2. The applicant's Constituted Attorney is permitted to file an electronic signed and notarised affidavit along with the present application as well as I.A. 1069/2025.

I.A. 1069/2025 (seeking refund of Court fees under Section 16 of Court Fee Act)

3. This application has been filed by the plaintiff seeking refund of the Court Fee.



4. The present suit was settled before the Delhi High Court Mediation and Conciliation Centre *vide* settlement agreement dated 18th November, 2024.
5. The settlement between the parties was recorded on 10th December, 2024, however, at the time of recording the settlement, inadvertently, the order directing the refund of the Court Fee was not pressed.
6. In view of the fact that the matter has been settled in mediation proceedings, the Registry is directed to issue a certificate of refund of 100% of the court fees in favour of the plaintiff, in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of Code of Civil Procedure, 1908.
7. The application stands disposed of.

AMIT BANSAL, J

JANUARY 16, 2025
ds



DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE
HIGH COURT OF DELHI AT NEW DELHI

M & C FILE NO. 399/24

C.S.(COMM) No. 113/2024

IN THE MATTER OF:

SRINATH KUMBARGERI VENKATACHALAPPAPLAINTIFF

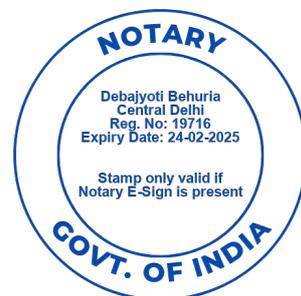
VS

C. A. SHIVARAM & ORS.DEFENDANTS

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**Digitally signed by Rajeev K. Virmani
Senior Advocate & Mediator**





**Delhi High Court Mediation and Conciliation Centre
High Court of Delhi, Sher Shah Road, New Delhi**

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Settlement Agreement**”) is executed this the 18th day of November, 2024

Between

Mr. Srinath Kumbargeri Venkatachalappa, son of Late Shri Kumbargeri Gundappa Venkatachalappa, resident of H. No. 128, Agrahara, Opp. Chinmaya Mission, Gandhi Nagar, Sagar, Shivamogga, Karnataka-577401 through Mr. Goutham Kumbargeri Srinath (his Constituted Attorney) who is duly authorised through the Special Power of Attorney dated 20 December 2023 (hereinafter referred to as the “**SKV**”/“**First Party**”, which expression shall, unless repugnant to the subject or context, mean and include his heirs, successors, legal representatives, administrators and assigns) of the First Part;

And

a) Mr. C.A. Shivaram, son of Mr. Late Shri Ashwatha Narayana resident of #671/2A, Mandipet, Davanagere, Karnataka- 577001, (hereinafter referred to as “**CAS**”, which expression shall mean and include his heirs, successors and assigns);

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
Date 2024.11.18 19 10 34
Reason CAS POPL Parimala Coffee Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 19 26
Reason Signing
Location Bengaluru

Signed by Sanjay Sethiya
Date 2024.11.18 19 22 52
Reason Counsel for the Second Party
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 07 27
Reason First Party's Constituted Attorney
Location Dubai

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 16 48
Reason Signing
Location Davangere

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 15 21
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





- b) Parimala Coffee Company, a proprietorship concern, of Mr. C.A. Shivaram, son of Mr. Late Shri Ashwatha Narayana, carrying on business at #671/2A, Mandipet, Davanagere, Karnataka- 577001 (hereinafter referred to as “Parimala Coffee Company”, which expression shall mean and include its successors and assigns)
- c) Parimala Coffee Private Limited, a company under the Companies Act, 2013 having its registered office at #671/2A, Mandipet, Davanagere, Karnataka- 577001 through its Director Mr. CA Shivaram, duly authorised by a resolution of its Board of Directors dated 26.02.2024 (hereinafter referred to as “PCPL”, which expression shall mean and include its successors, administrators and assigns);
- d) Kedar Channagiri Shivaram, son of Mr CA Shivaram, resident of #671/2A, Mandipet, Davanagere, Karnataka- 577001 (hereinafter referred to as “KCS”, which expression shall mean and include his heirs, successors and assigns);
- e) Changere Shivaram Padmashree, Wife of Mr CA Shivaram, resident of #671/2A, Mandipet, Davanagere, Karnataka- 577001 (hereinafter referred to as “CSP”, which expression shall mean and include his heirs, successors and assigns);

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
Date 2024.11.18 19 10 34
Reason CAS POPL Parimala Coffee Company
Location Davanagere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 19 26
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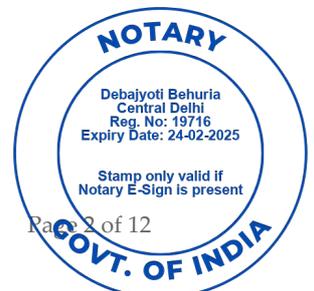
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Date 2024.11.18 19 07 27
Reason First Party's Constituted Attorney
Location Dubai

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 16 48
Reason Signing
Location Davanagere

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 15 21
Reason Signing
Location Davanagere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





f) Madhusudhan Krishnan, son of Dr. AB Krishnan, resident of No.1378/2, 8th Cross, 2nd Main, KTJ Nagar, Davangere – 577 002 (hereinafter referred to as “**MK**”, which expression shall mean and include his heirs, successors and assigns);

(each of the parties at S. Nos. (a) to (f) above are jointly or severally, as the context may prescribe or require, hereinafter collectively referred to as the “**Second Party**”, which expression shall, unless repugnant to the subject or context, mean and include their respective heirs, successors, legal representatives, administrators and assigns, as the case may be) of the Second Part;

WHEREAS:

A. The First Party had instituted a suit being CS (COMM) No. 113 of 2024 against the Second Party before the Hon’ble High Court of Delhi, which is pending (hereinafter referred to as “**the said Suit**”);

B. By an order dated 06.02.2024 passed in the said Suit by Hon’ble Mr. Justice Sanjeev Narula, the disputes forming the subject matter of the said Suit were referred for mediation to Delhi High Court Mediation and Conciliation Centre (“**SAMADHAN**”), appointing Mr. Rajeev K. Virmani, Senior Advocate as the Mediator.

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
Date 2024.11.18 19 10 34
Reason CAS POPL Parimala Coffee Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 19 26
Reason Signing
Location Bengaluru

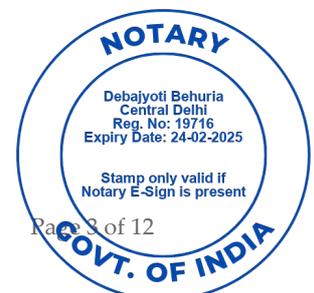
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Date 2024.11.18 19 22 52
Reason Counsel for the Second Party
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 07 27
Reason First Party's Constituted Attorney
Location Dubai

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 16 48
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Location Davangere

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 15 21
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





C. There are other legal proceedings between the Parties pertaining to the Parimala Marks as set out hereinbelow:-

- (i) CO (Comm-IPD/TM) 13/2024 before the Hon'ble High Court of Delhi instituted by SKV against CAS and the Registrar of Trade Marks;
 - (ii) CO (Comm-IPD/TM) 14/2024 before the Hon'ble High Court of Delhi instituted by SKV against CAS and the Registrar of Trade Marks;
 - (iii) CO (Comm-IPD/TM) 15/2024 before the Hon'ble High Court of Delhi instituted by SKV against CAS and the Registrar of Trade Marks;
 - (iv) Com. OS 11/2024 before the Court of the Hon'ble Principal District and Sessions Judge, Davanagere (Karnataka);
- (the aforesaid legal proceedings are hereinafter referred to as “**the said Legal Proceedings**”);

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
Date 2024.11.18 19 10 34
Reason CAS PCPL Parimala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 19 26
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Location Bengaluru

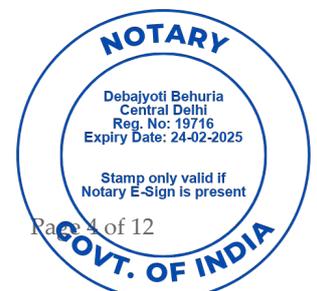
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Date 2024.11.18 19 07 27
Reason First Party's Constituted Attorney
Location Dubai

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 16 48
Reason Signing
Location Davangere

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 15 21
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





D. Both the Parties had requested the Mediator to take up for mediation the disputes forming subject matter of the said Legal Proceedings set out hereinabove so as to arrive at a global resolution of their disputes pertaining to the “Parimala Marks”;

E. The Mediator has held mediation sessions with the Parties and their respective Advocates. During the course of mediation, Parties have been able to amicably resolve their differences forming the subject matter of the said Suit and all the said Legal Proceedings referred to hereinabove with the help of the Mediator and their respective Advocates, on the terms and conditions mutually agreed to between the Parties and set out hereinafter;

This Settlement Agreement witnesses as under:

1. Definitions: In this Settlement Agreement, the following terms shall have meaning as ascribed to each one of them, unless a contrary intention appears:
 - 1.1. “Licence Agreement” shall mean the Licence Agreement dated 18 November 2024 set out in **Annexure-1** of this Settlement Agreement and duly executed between the Parties as part of this Settlement Agreement;

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
Date 2024.11.18 19 10 34
Reason CAS POPL Parimala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
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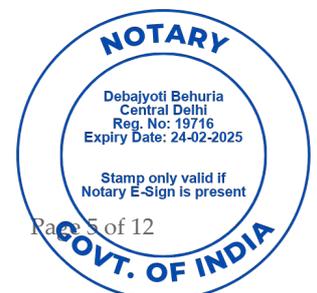
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Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





- 1.2. “Parimala Marks” shall mean "PARIMALA", "PARIMALA COFFEE", “PARIMALA COFFEE COMPANY”, "PARIMALA COFFEE WORKS" and any similar, associated or related marks and logos including any marks and names containing the words "PARIMALA", "PARIMALA COFFEE", “PARIMALA COFFEE COMPANY” or "PARIMALA COFFEE WORKS". “Parimala Marks” also include the logos / device marks provided in **Annexure-2**.
- 1.3. “Parties” shall mean Parties to this Settlement Agreement as set out above.
- 1.4. “CAS Applied Parimala TM Applications” shall mean the following Indian trade mark application Nos. Filed by the party mentioned against each:
- 1.4.1. 1708226 (registered) [Applicant: CAS]
- 1.4.2. 1720493 (abandoned) [Applicant: CAS]
- 1.4.3. 3871676 (registered) [Applicant: CAS]
- 1.4.4. 3892154 (registered) [Applicant: CAS]
- 1.5. “Proposed Mark” shall mean the following mark to be used by the Second Party:

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
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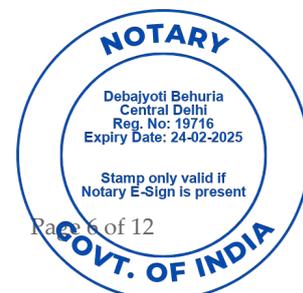
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Date 2024.11.18 19 15 21
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Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





- 1.6. “First Domain Name” shall mean www.parimalacoffee.com
- 1.7. “Domain Name Transition Period” shall mean Three (3) years from the date of signing of this Settlement Agreement.

2. **Settlement Terms**: Parties agree as under:

2.1. **“Parimala Marks”: Exclusive ownership of First Party**:

- 2.1.1. The Second Party, individually and collectively, acknowledges, affirms and accepts the First Party’s unconditional, exclusive and absolute ownership of all “Parimala Marks” and shall not, in any manner, act contrary to such exclusive ownership rights of the First Party.

2.2. **Transfer of trade mark applications / registrations / domain names**:

- 2.2.1. CAS undertakes to assign / transfer ownership of all trade mark applications / registrations relating to the “Parimala Marks”, in any jurisdiction, to the First Party, including the CAS Applied Parimala TM Applications. If there be any other pending trade mark applications for any trade mark with “Parimala” as its part, and filed by any of the persons

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
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Signed by Shivaram Channagiri
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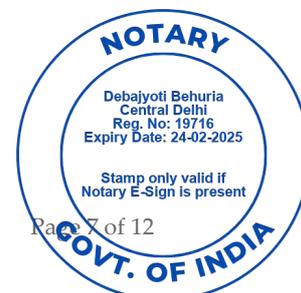
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Reason First Party's Constituted Attorney
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Date 2024.11.18 19 15 21
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Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





constituting the Second Party, such person undertakes to assign / transfer ownership of all such trade mark applications to the First Party and execute all such documents as may be necessary for such assignment and transfer.

- 2.2.2. CAS undertakes to cooperate and execute, at the cost and expense of the First Party, all such documents as may be necessary to formally crystallise, recognise and register the exclusive rights of the First Party in the CAS Applied Parimala TM Applications or any other trade mark applications / registration relating to the “Parimala Marks”, in any jurisdiction, that may be held in the name of CAS.
- 2.2.3. In light of the acknowledgement and acceptance of the First Party’s exclusive ownership of the “Parimala Marks”, the Second Party hereby agrees to immediately stop and cease all commercial use of the First Domain Name (www.parimalacoffee.com). The Second Party shall be entitled to use the First Domain Name for a period of three (3) years from the date of signing of this Settlement Agreement (“Domain Name Transition Period”), only for the purposes of exchanging emails with existing clients / customers and communications with statutory authorities. The Second Party undertakes to promptly inform all existing customers, clients and statutory authorities during the Domain Name Transition Period about their new email ID

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
Date 2024.11.18 19 10 34
Reason CAS POPL Parimala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 19 26
Reason Signing
Location Bengaluru

Signed by Sanjay Sethiya
Date 2024.11.18 19 22 52
Reason Counsel for the Second Party
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 07 27
Reason First Party's Constituted Attorney
Location Dubai

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 16 48
Reason Signing
Location Davangere

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 15 21
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





and domain name for future communications. At the end of the Domain Name Transition Period, MK, being the registrant of the First Domain Name, shall immediately and unconditionally transfer the First Domain Name (www.parimalacoffee.com) to the First Party, who shall be entitled to use the First Domain Name exclusively as the proprietor. None of the other constituents of the Second Party shall object to the transfer of the First Domain Name by MK to the First Party, and shall take all such steps, as may be within their power and control, to effect such transfer in favour of the First Party.

- 2.2.4. The purpose of the Domain Name Transition Period is to enable the Second Party to migrate their emails and communications to a new domain name.
- 2.2.5. The Second Party shall not, individually or collectively, apply for registration of or claim any ownership over any “Parimala Marks” in any jurisdiction.

2.3. Requirement of licence:

- 2.3.1. The Second Party agree that any use of the “Parimala Marks” by the Second Party shall be under licence from SKV.
- 2.3.2. For the purposes of permitting the Second Party use of the “Parimala Marks”, the Parties are also signing the Licence

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
Date 2024.11.18 19 10 34
Reason CAS POPL Parimala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 19 26
Reason Signing
Location Bengaluru

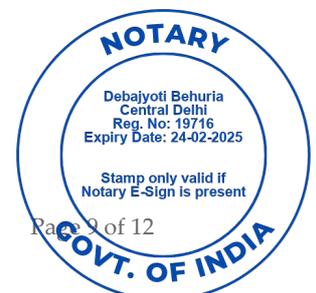
Signed by Sanjay Sethiya
Date 2024.11.18 19 22 52
Reason Counsel for the Second Party
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 07 27
Reason First Party's Constituted Attorney
Location Dubai

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 16 48
Reason Signing
Location Davangere

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 15 21
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





Agreement set out in **Annexure-1**, which shall be deemed to be a part of this Settlement Agreement.

2.3.3. The Licence Agreement, attached as **Annexure-1**, provides for specific terms of the licence granted by the First Party to the Second Party with reference to NICE Classification, 12th Edition, Version 2024, annexed hereto as **Annexure-3**.

2.3.4. The Second Party shall not be entitled to sublicense or transfer or grant any licence or rights under the Settlement Agreement and/or the Licence Agreement to any other person or entity without the express written consent of the First Party.

2.4. **Settlement of all disputes relating to “Parimala Marks”:**

2.4.1. The Parties agree and acknowledge that all the disputes pending between the Parties in relation to the “Parimala Marks”, including all matters in the said Suit and the said Legal Proceedings stand settled in terms of this Settlement Agreement.

2.4.2. The Parties shall undertake in the said Suit before the Hon’ble High Court of Delhi to remain bound by the terms of this Settlement Agreement.

2.4.3. The Parties agree that they shall submit before the Hon’ble High Court of Delhi in the said Suit that a decree be passed in terms of this Settlement Agreement.

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
Date 2024.11.18 19 10 34
Reason CAS POPL Parimala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 19 26
Reason Signing
Location Bengaluru

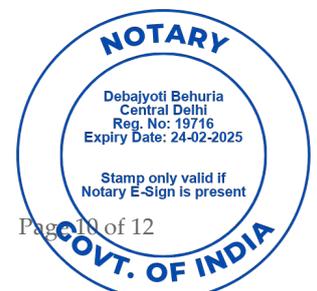
Signed by Sanjay Sethiya
Date 2024.11.18 19 22 52
Reason Counsel for the Second Party
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 07 27
Reason First Party's Constituted Attorney
Location Dubai

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 16 48
Reason Signing
Location Davangere

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 15 21
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





- 2.4.4. A copy of this Settlement Agreement shall be placed in each of the said Legal Proceedings by the respective parties to such proceedings with a request to dispose of the said proceedings in terms of this Settlement Agreement.
- 2.4.5. Parties declare that they have arrived at this Settlement Agreement by their free consent.

Parties' and Advocates' Signatures

//digitally signed by Goutham Kumbargeri Srinath//
 Mr. Goutham Kumbargeri Srinath
 First Party's Constituted Attorney
 authorised vide Power of Attorney
 dated 18.11.2024 annexed hereto as
Annexure-4.

//digitally signed by C.A. Shivaram//
 Mr. C.A. Shivaram
 On behalf of CAS (himself),
 proprietor of Parimala Coffee
 Company and as director of PCPL,
 duly authorised by a resolution of
 Board of Directors of PCPL dated
 18.11.2024 annexed hereto as
Annexure-5.

//digitally signed by Adv. Krishnagopal Abhay//
 Adv. Krishnagopal Abhay
 (E.No. D/9210/2022)
 Counsel for the First Party

//digitally signed by Kedar Channagiri Shivaram//
 Kedar Channagiri Shivaram

//digitally signed by Changere Shivaram Padmashree//
 Changere Shivaram Padmashree

Signed by Rajeev Kumar Virmani
 Date 2024.11.18 19 24 25
 Reason Mediator
 Location New Delhi

Signed by Krishnagopal Abhay
 Date 2024.11.18 19 21 06
 Reason Counsel for First Party
 Location Meerut

Signed by Shivaram Channagiri
 Date 2024.11.18 19 10 34
 Reason CAS PCPL Parimala Coffee
 Company
 Location Davangere

Signed by Madhusudhan Krishnan
 Date 2024.11.18 19 19 26
 Reason Signing
 Location Bengaluru

Signed by Sanjay Sethiya
 Date 2024.11.18 19 22 52
 Reason Counsel for the Second Party
 Location Bengaluru

Signed by Goutham Srinath
 Date 2024.11.18 19 07 27
 Reason First Party's Constituted Attorney
 Location Dubai

Signed by C S Padmashree Channagiri
 Date 2024.11.18 19 16 48
 Reason Signing
 Location Davangere

Signed by KEDAR C S Channagiri
 Date 2024.11.18 19 15 21
 Reason Signing
 Location Davangere

Signed by Debajyoti Behuria
 Date 2024.11.18 19 26 36
 Reason Online notarisation
 Location New Delhi





*//digitally signed by Madhusudhan
Krishnan//*
Madhusudhan Krishnan

*//digitally signed by Adv. Sanjay
Sethiya//*
Adv. Sanjay Sethiya
(E. No. KAR 1434/2008)
Counsel for the Second Party

Digitally signed by Rajeev K. Virmani, Senior Advocate and Mediator

Signed by Rajeev Kumar Virmani
Date 2024.11.18 19 24 25
Reason Mediator
Location New Delhi

Signed by Krishnagopal Abhay
Date 2024.11.18 19 21 06
Reason Counsel for First Party
Location Meerut

Signed by Shivaram Channagiri
Date 2024.11.18 19 10 34
Reason CAS PCPL Parmala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 19 26
Reason Signing
Location Bengaluru

Signed by Sanjay Sethiya
Date 2024.11.18 19 22 52
Reason Counsel for the Second Party
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 07 27
Reason First Party's Constituted Attorney
Location Dubai

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 16 48
Reason Signing
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Signed by KEDAR C S Channagiri
Date 2024.11.18 19 15 21
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 26 36
Reason Online notarisation
Location New Delhi





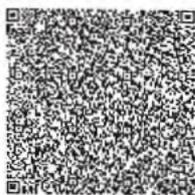
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL86294006958734W
 Certificate Issued Date : 13-Nov-2024 08:50 PM
 Account Reference : IMPACC (IV)/ dl1040103/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL DL104010320933025183732W
 Purchased by : SRINATH KUMBARGERI VENKATACHALAPPA
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRINATH KUMBARGERI VENKATACHALAPPA
 Second Party : CA SHIVARAM
 Stamp Duty Paid By : SRINATH KUMBARGERI VENKATACHALAPPA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

Signed by Shivaram Channagiri
 Date 2024.11.18 19 33 53
 Reason CAS PCPL Parimala Cottee
 Company
 Location Davangere

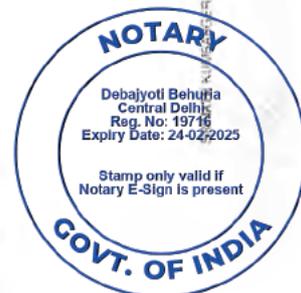
Signed by Madhusudan Krishnan
 Date 2024.11.18 19 40 12
 Reason Signing
 Location Bengaluru

Signed by Goutham Srinath
 Date 2024.11.18 19 33 51
 Reason First Party's Constituted Attorney
 Location Dubai

Signed by KEDAR C S Channagiri
 Date 2024.11.18 19 37 16
 Reason Signing
 Location Davangere

Signed by C S Padmashree Channagiri
 Date 2024.11.18 19 38 27
 Reason Signing
 Location Davangere

Signed by Debajyoti Behuria
 Date 2024.11.18 19 42 05
 Reason Online notarisation
 Location New Delhi

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Licence Agreement

This Licence Agreement is executed this the 18th day of November , 2024

Between

Mr. Srinath Kumbargerri Venkatachalappa, son of Late Shri Kumbargerri Gundappa Venkatachalappa, resident of H. No. 128, Agrahara, Opp. Chinmaya Mission, Gandhi Nagar, Sagar, Shivamogga, Karnataka- 577401 through Mr. Goutham Kumbargerri Srinath (his Constituted Attorney) who is duly authorised through the Special Power of Attorney dated 20 December 2023 (hereinafter referred to as the “SKV”/“**First Party**”, which expression shall, unless repugnant to the subject or context, mean and include his heirs, successors, legal representatives, administrators and assigns) of the First Part;

And

- a) Mr. C.A. Shivaram, son of Mr. Late Shri Ashwatha Narayana resident of #671/2A, Mandipet, Davanagere, Karnataka- 577001, (hereinafter referred to as “CAS”, which expression shall mean and include his heirs, successors and assigns);
- b) Parimala Coffee Company, a proprietorship concern, of Mr. C.A. Shivaram, son of Mr. Late Shri Ashwatha Narayana, carrying on business at #671/2A, Mandipet, Davanagere, Karnataka- 577001 (hereinafter referred to as “**Parimala Coffee Company**”, which expression shall mean and include its successors and assigns)
- c) Parimala Coffee Private Limited, a company under the Companies Act, 2013 having its registered office at #671/2A, Mandipet, Davanagere, Karnataka- 577001 through its Director Mr. CA Shivaram, duly authorised

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Parimala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



by a resolution of its Board of Directors dated 26.02.2024 (hereinafter referred to as “PCPL”, which expression shall mean and include its successors, administrators and assigns);

- d) Kedar Channagiri Shivaram, son of Mr CA Shivaram, resident of #671/2A, Mandipet, Davanagere, Karnataka- 577001 (hereinafter referred to as “KCS”, which expression shall mean and include his heirs, successors and assigns);
- e) Changere Shivaram Padmashree, Wife of Mr CA Shivaram, resident of #671/2A, Mandipet, Davanagere, Karnataka- 577001 (hereinafter referred to as “CSP”, which expression shall mean and include his heirs, successors and assigns);
- f) Madhusudhan Krishnan, son of Dr. AB Krishnan, resident of No.1378/2, 8th Cross, 2nd Main, KTJ Nagar, Davangere – 577 002 (hereinafter referred to as “MK”, which expression shall mean and include his heirs, successors and assigns);

(each of the parties at S. Nos. (a) to (f) above are jointly or severally, as the context may prescribe or require, hereinafter collectively referred to as the “**Second Party**”, which expression shall, unless repugnant to the subject or context, mean and include their respective heirs, successors, legal representatives, administrators and assigns, as the case may be) of the Second Part;

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Parmala Coffee
Company
Location Davangere

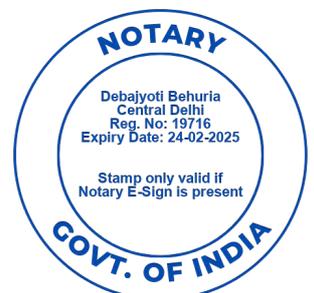
Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



This Licence Agreement witnesses as under:

1. This Licence Agreement is being executed as part of a Settlement Agreement dated 18th November 2024 (“the Settlement Agreement”) between the Parties in mediation before Delhi High Court Mediation and Conciliation Centre (“Samadhan”) pursuant to order dated 06.02.2024 passed by the Hon’ble High Court of Delhi in suit being CS (COMM) No. 113 of 2024.
2. **Definitions:** In this Licence Agreement, the following terms shall have meaning as ascribed to each one of them, unless a contrary intention appears:
 - 2.1. “Parimala Marks” shall mean "PARIMALA", "PARIMALA COFFEE", “PARIMALA COFFEE COMPANY”, "PARIMALA COFFEE WORKS" and any similar, associated or related marks and logos including any marks and names containing the words "PARIMALA", "PARIMALA COFFEE", “PARIMALA COFFEE COMPANY” or "PARIMALA COFFEE WORKS". “Parimala Marks” also include the following logos / device marks provided in **Annexure-2** to the Settlement Agreement dated 18 November 2024.
 - 2.2. “Parties” shall mean Parties to this Licence Agreement as set out above.
 - 2.3. Licenced Parimala Mark: ‘PARIMALA COFFEE COMPANY’
 - 2.4. Second Party’s Barred Territories:
 - 2.4.1. Territories where Second Party is prohibited from physically selling, offering to sell, advertising and/or marketing goods or services under any “Parimala Marks”.

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Parimala Coffee
Company
Location Davangere

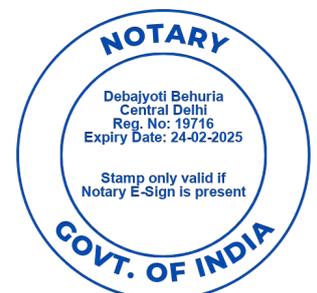
Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



Provided that for the purposes of telephonic or online placement of orders, all territories shall be deemed to be non-exclusive.

2.5. Second Party's Exclusive Territories:

2.5.1. Territories where Second Party is exclusively permitted to physically sell, offer to sell, advertise or market goods or services only under the Licenced Parimala Mark.

Provided that for the purposes of telephonic or online placement of orders, all territories shall be deemed to be non-exclusive.

2.6. Second Domain Name: www.parimalacoffeecompany.com

3. **Terms of Licence Agreement:**

3.1. Licenced Parimala Mark

3.1.1. The Second Party is permitted by the First Party to use the name / mark "PARIMALA COFFEE COMPANY" (hereinafter referred to as the "Licenced Parimala Mark"), as provided in this Licence Agreement and the Settlement Agreement and specifically in Clause 3.2 of this Licence Agreement, for the purposes of selling goods covered under Class 30 of the NICE Classification, 12th Edition, Version 2024 (annexed as **Annexure-3** to the Settlement Agreement dated 18 November 2024). The Second Party is also permitted to use any logos that clearly and obviously contain the Licenced Parimala Mark. This licence shall be perpetual, as long as the terms of the present Licence Agreement and/or the

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS POPL Parimala Coffee
Company
Location Davangere

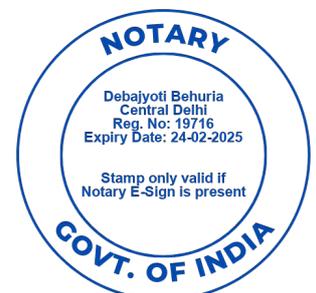
Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



Settlement Agreement are not violated by the Second Party. The licence shall be without payment of any consideration by the Second Party to the First Party. This non-payment of consideration is on account of natural love and affection owing to the close family relations between the Parties, subject to the terms of the Settlement Agreement and this Licence Agreement

3.1.2. Except the Licenced Parimala Mark and as provided in this Licence Agreement, the Second Party shall **NOT** use any name / mark containing the name / word “PARIMALA”, or any other word / mark identical or deceptively similar to any of the “Parimala Marks”, except with the written consent of the First Party.

3.2. Territories:

3.2.1. Second Party’s Exclusive Territories

3.2.1.1. The territories falling within the following districts in Karnataka are the Second Party’s Exclusive Territories:

3.2.1.1.1. Davanagere;

3.2.1.1.2. Vijayanagara (including Hospet);

3.2.1.1.3. Yadgir;

3.2.1.2. The Second Party has exclusive permission to have physical locations, shops and any other kind of physical presence including any sales representatives in the Second Party’s Exclusive Territories. The First Party or their other licence holders or agents or sales

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Parimala Coffee
Company
Location Davangere

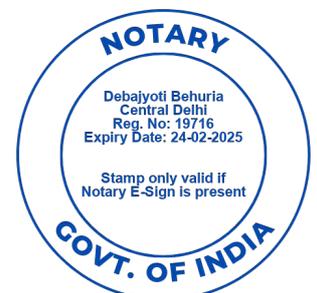
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Date 2024.11.18 19 40 12
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Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



representatives are prohibited from having physical presence in the Second Party's Exclusive Territories.

3.2.2. Second Party's Barred Territories:

3.2.2.1. The territories falling within the following districts in Karnataka are Second Party's Barred Territories:

- 3.2.2.1.1. Dharwad;
- 3.2.2.1.2. Belgaum / Belagavi;
- 3.2.2.1.3. Sagara;
- 3.2.2.1.4. Shivamogga / Shimoga;
- 3.2.2.1.5. Chikmagalur;

3.2.2.2. The Second Party is prohibited from having physical locations, shops or any other kind of physical presence in the Second Party's Barred Territories including any sales representatives.

3.2.3. Any territories not defined above are non-exclusive for both the First Party as well as the Second Party, subject to Clause 3.2.5 of this Licence Agreement.

3.2.4. For the purposes of telephonic or online placement of orders, all territories shall be deemed to be non-exclusive.

3.2.5. The Parties agree that the First Party retains the exclusive right to regulate use by the licensees, in non-exclusive territories, to ensure fair competition and protection of the "Parimala Marks". For example, if the First Party or any other licensee has established a shop at place A in a non-exclusive

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Parimala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



territory, the First Party may determine that the best interest of the “Parimala Marks” requires that no other licensee opens a shop within that place or within a certain distance [*this is only an illustrative example*].

3.3. Second Domain Name:

3.3.1. The First Party, who is in possession of www.parimalacoffeecompany.com (Second Domain Name), permits the Second Party to use the Second Domain Name for their goods and services, and agrees to transfer the Second Domain Name to the Second Party for the purposes of said permission, subject to the terms of the Settlement Agreement and this Licence Agreement.

3.4. General Terms:

3.4.1. The Second Party understands and acknowledges that there are other permitted users of the “Parimala Marks”, who are not parties to the disputes between the First Party and the Second Party.

3.4.2. The First Party, being the exclusive owner of the “Parimala Marks”, is responsible for protecting the interests of all permitted users of the “Parimala Marks”, including the Second Party. Therefore, any act by the Second Party, in violation of the present Licence Agreement, in violation of the Settlement Agreement or against the interest of the “Parimala Marks”, shall entitle the First Party to terminate the Licence Agreement.

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Parimala Coffee Company
Location Davangere

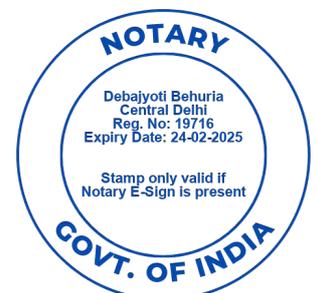
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Date 2024.11.18 19 40 12
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Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
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Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



- 3.4.3. The Parties agree that they shall submit to the jurisdiction of the Hon'ble High Court of Delhi for any disputes arising out of this Licence Agreement.
- 3.4.4. Parties declare that they have arrived at this Licence Agreement by their free consent.
- 3.4.5. This Licence Agreement is being entered into pursuant and subject to the terms of the Settlement Agreement dated 18th November 2024, the terms of the latter being incorporated herein by reference.

4. Signatures

*//digitally signed by Goutham
Kumbargerri Srinath//*
Mr. Goutham Kumbargerri Srinath
First Party's Constituted Attorney

//digitally signed by C.A. Shivaram//
Mr. C.A. Shivaram
On behalf of CAS, Parimala Coffee
Company and PCPL

*//digitally signed by Kedar
Channagiri Shivaram//*
Kedar Channagiri Shivaram

*//digitally signed by Changere
Shivaram Padmashree//*
Changere Shivaram Padmashree

*//digitally signed by Madhusudhan
Krishnan//*
Madhusudhan Krishnan

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Parimala Coffee
Company
Location Davangere

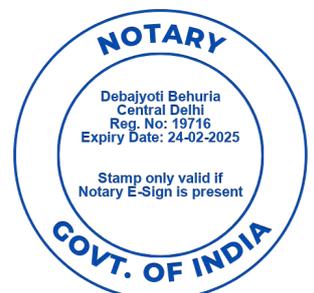
Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



Annexure-2 – Additional Parimala Marks (logos)

1. First Party's Parimala logos (including logos of other permitted users)



Signed by Shivaram Channagiri
 Date 2024.11.18 19 35 53
 Reason CAS PCPL Parimala Coffee
 Company
 Location Davangere

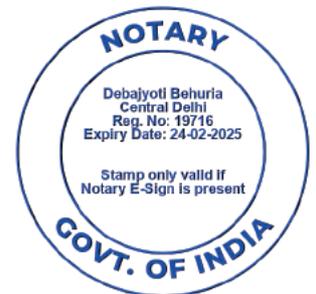
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 Date 2024.11.18 19 40 12
 Reason Signing
 Location Bengaluru

Signed by Goutham Srinath
 Date 2024.11.18 19 33 51
 Reason First Party's Constituted Attorney
 Location Dubai

Signed by KEDAR C S Channagiri
 Date 2024.11.18 19 37 16
 Reason Signing
 Location Davangere

Signed by C S Padmashree Channagiri
 Date 2024.11.18 19 38 27
 Reason Signing
 Location Davangere

Signed by Debajyoti Behuria
 Date 2024.11.18 19 42 05
 Reason Online notarisation
 Location New Delhi





Signed by Shivaram Channagiri
 Date 2024.11.18 19 35 53
 Reason CAS PCPL Parimala Coffee
 Company
 Location Davangere

Signed by Madhusudhan Krishnan
 Date 2024.11.18 19 40 12
 Reason Signing
 Location Bengaluru

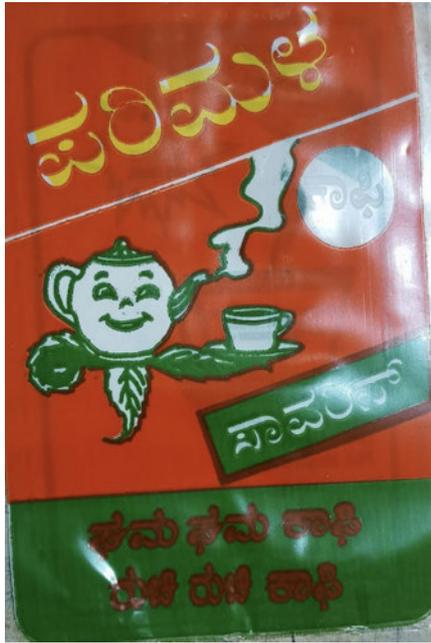
Signed by Goutham Srinath
 Date 2024.11.18 19 33 51
 Reason First Party's Constituted Attorney
 Location Dubai

Signed by KEDAR C S Channagiri
 Date 2024.11.18 19 37 16
 Reason Signing
 Location Davangere

Signed by C S Padmashree Channagiri
 Date 2024.11.18 19 38 27
 Reason Signing
 Location Davangere

Signed by Debajyoti Behuria
 Date 2024.11.18 19 42 05
 Reason Online notarisation
 Location New Delhi





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Date 2024.11.18 19 35 53
Reason CAS PCPL Parimala Coffee
Company
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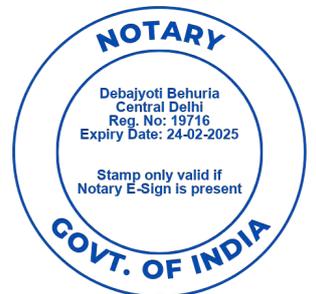
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Location Bengaluru

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Reason First Party's Constituted Attorney
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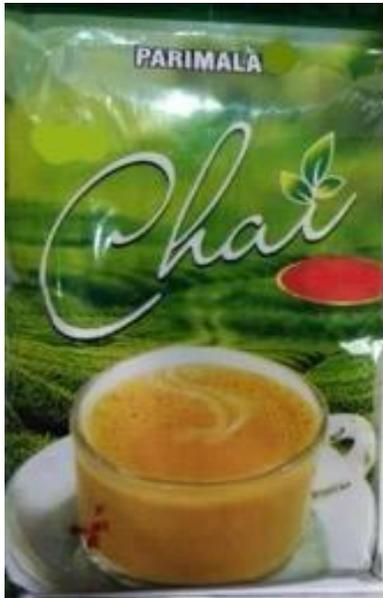
Signed by KEDAR C S. Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



2. Logos applied for / used by the Second Party



Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Parimala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S. Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



NICE CLASSIFICATION - 12th Edition, Version 2024

Class 30

Coffee, tea, cocoa and substitutes therefor; rice, pasta and noodles; tapioca and sago; flour and preparations made from cereals; bread, pastries and confectionery; chocolate; ice cream, sorbets and other edibles; sugar, honey, treacle; yeast, baking powder; salt, seasonings, spices, preserved herbs; vinegar, sauces and other condiments; ice (frozen water).

Explanatory Note

Class 30 includes many foodstuffs of plant or grain, except fruits and vegetables, prepared or preserved for consumption, as well as auxiliary ingredients intended for the improvement of the flavour of food.

This Class includes, in particular:

- beverages with coffee, cocoa, chocolate or tea base;
- cereals prepared for human consumption, for example, oat flakes, corn chips, husked barley, bulgur, muesli; pizza, puffs, sandwiches;
- chocolate-coated nuts;
- flavourings, other than essential oils, for food or beverages.

This Class does not include, in particular:

- salt for industrial purposes (Class 1);
- food or beverage flavourings being essential oils (Class 3);
- medicinal teas and dietetic food and substances adapted for medicinal use (Class 5);
- baby food (Class 5);
- dietary supplements (Class 5);
- yeast for pharmaceutical purposes (Class 5), yeast for animal consumption (Class 31);
- mixed beverages flavoured with coffee, cocoa, chocolate or tea (Class 29);
- soups, bouillon (Class 29);
- raw cereals (Class 31);
- fresh herbs (Class 31);
- foodstuffs for animals (Class 31).

| Basic No. | Indication |
|-----------|--------------------------------------------------------------------------------------------------|
| 300244 | agave syrup [natural sweetener] |
| 300056 | almond |
| 300138 | almond confectionery |
| 300004 | almond paste |
| 300006 | almond seed |
| 300263 | apple sauce [condiment] |
| 300011 | aromatic preparations for food |
| 300315 | artificial sweeteners for culinary purposes |
| 300317 | aspartame for culinary purposes |
| 300199 | baking powder |
| 300000 | carbonate of soda for cooking purposes] / bicarbonate of soda for cooking purposes [baking soda] |

Signed by Shivaram Channagiri
Date 2024.11.18 19:35:53
Reason CAS/POPL Parmla Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19:40:12
Reason Signing
Location Bengaluru



Signed by Goutham Srinath
Date 2024.11.18 19:33:51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19:37:16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19:38:27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19:42:05
Reason Online notarisation
Location New Delhi

NICE CLASSIFICATION - 12th Edition, Version 2024

| | |
|--------|------------------------------------------------|
| 300231 | baoz |
| 300061 | bar ey mea |
| 300283 | batter m xes |
| 300058 | bean mea |
| 300148 | beer v negar |
| 300250 | b b mbap [r ce m xed w th vegetab es and beef] |
| 300074 | b nd ng agents for ce cream |
| 300016 | b scu ts / cook es |
| 300110 | bread ro s |
| 300093 | bread* |
| 300189 | breadcrumbs |
| 300261 | buckwheat f our |
| 300260 | buckwheat, processed |
| 300259 | bu gur |
| 300023 | buns |
| 300237 | burr tos |
| 300072 | cake batter / cake dough |
| 300203 | cake frost ng [c ng] |
| 300071 | cake powder |
| 300029 | cakes |
| 300226 | candy decorat ons for cakes |
| 300031 | capers |
| 300032 | carames [sweets] / carames [cand es] |
| 300324 | cardamom [sp ce] |
| 300123 | ce ery sa t |
| 300218 | cerea bars |
| 300034 | cerea preparat ons |
| 300195 | cerea -based snack food |
| 300248 | chamom e-based beverages |
| 300208 | cheeseburgers [sandw ches] |
| ----- | reshen ng |

Signed by Shivaram Channagiri
Date 2024.11.18 19 33 53
Reason CAS P&L Parimaia Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Class 30 - Page 2

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



NICE CLASSIFICATION - 12th Edition, Version 2024

| | |
|--------|----------------------------------------|
| 300035 | chew ng gum* |
| 300036 | ch cory [coffee subst tute] |
| 300161 | ch ps [cerea products] |
| 300038 | choco ate |
| 300085 | choco ate beverages w th m k |
| 300225 | choco ate decorat ons for cakes |
| 300204 | choco ate mousses |
| 300242 | choco ate spreads conta n ng nuts |
| 300151 | choco ate-based beverages |
| 300241 | choco ate-based spreads |
| 300227 | choco ate-coated nuts |
| 300293 | choco ate-covered potato ch ps |
| 300162 | chow-chow [cond ment] |
| 300182 | chutneys [cond ments] |
| 300030 | c nnamon [sp ce] |
| 300040 | c oves [sp ce] |
| 300024 | cocoa |
| 300083 | cocoa beverages w th m k |
| 300310 | cocoa n bs |
| 300297 | cocoa subst tutes |
| 300150 | cocoa-based beverages |
| 300285 | coconut macaroons |
| 300026 | coffee |
| 300084 | coffee beverages w th m k |
| 300286 | coffee capsu es, f ed |
| 300010 | coffee f avour ngs / coffee f avor ngs |
| 300152 | coffee subst tutes |
| 300149 | coffee-based beverages |
| 300041 | cond ments |
| 300042 | confect onery / sugar confect onery |
| ----- | ng Chr stmas trees |

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS P&L Parimaia Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
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Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
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NICE CLASSIFICATION - 12th Edition, Version 2024

| | |
|--------|-------------------------------------------------|
| 300205 | confect onery n the form of mousses |
| 300049 | cook ng sa t |
| 300043 | corn f akes / ma ze f akes |
| 300059 | corn f our / corn mea / ma ze f our / ma ze mea |
| 300091 | corn, m ed / ma ze, m ed |
| 300092 | corn, roasted / ma ze, roasted |
| 300163 | couscous |
| 300174 | crackers |
| 300262 | cranberry sauce [cond ment] |
| 300215 | cream of tartar for cu nary purposes |
| 300282 | crème brû ée |
| 300279 | cro ssants |
| 300264 | croûtons / croutons |
| 300105 | crushed bar ey |
| 300142 | crushed oats |
| 300303 | crysta zed emon ju ce [season ng] |
| 300153 | crysta zed rock sugar* |
| 300033 | curry [sp ce] |
| 300175 | custard |
| 300300 | Dan sh pastr es |
| 300311 | doenjang [cond ment] |
| 300220 | dough |
| 300188 | dress ngs for sa ad |
| 300249 | du ce de eche |
| 300318 | ed b e beeswax |
| 300322 | ed b e go d for decorat ng food and beverages |
| 300314 | ed b e honeycombs |
| 300136 | ed b e ces |
| 300239 | ed b e paper |
| 300284 | ed b e paper wafers |
| ----- | |

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS P&L Parmla Coffee
Company
Location Davangere

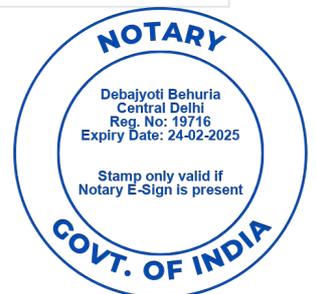
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Location Davangere

Signed by Debajyoti Behuria
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NICE CLASSIFICATION - 12th Edition, Version 2024

| | |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 300048 | essences for foodstuffs, except ether c essences and essent a o s |
| 300066 | ferments for dough |
| 300321 | f ed b scu ts / f ed cook es |
| 300302 | f avoured je y crysta s for mak ng je y confect onery / f avored je y crysta s for mak ng je y confect onery |
| 300141 | f avour ngs, other than essent a o s, for beverages / f avor ngs, other than essent a o s, for beverages |
| 300070 | f avour ngs, other than essent a o s, for cakes / f avor ngs, other than essent a o s, for cakes |
| 300243 | f our-based dump ngs |
| 300057 | f our* / mea * |
| 300221 | f owers or eaves for use as tea subst tutes |
| 300067 | fondants [confect onery] |
| 300140 | food f avour ngs, other than essent a o s / food f avor ngs, other than essent a o s |
| 300247 | freeze-dr ed d shes w th the ma n ngred ent be ng pasta / yoph sed d shes w th the ma n ngred ent be ng pasta / yoph zed d shes w th the ma n ngred ent be ng pasta |
| 300246 | freeze-dr ed d shes w th the ma n ngred ent be ng r ce / yoph sed d shes w th the ma n ngred ent be ng r ce / yoph zed d shes w th the ma n ngred ent be ng r ce |
| 300181 | frozen yogurt [confect onery ces] / frozen yoghurt [confect onery ces] |
| 300267 | fru t confect onery |
| 300206 | fru t cou s [sauces] |
| 300176 | fru t je es [confect onery] |
| 300201 | garden herbs, preserved [season ngs] |
| 300291 | g nger paste [season ng] |
| 300055 | g ngerbread |
| 300077 | g uucose for cu nary purposes |
| 300216 | g uten add t ves for cu nary purposes |
| 300078 | g uten prepared as foodstuff |
| 300275 | g uten-free bread |
| 300301 | gnocch |
| 300312 | gochujang |
| 300096 | go den syrup |
| 300080 | groats for human food |
| 300073 | ground g nger |

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS POPL Parimaia Coffee
Company
Location Davangere

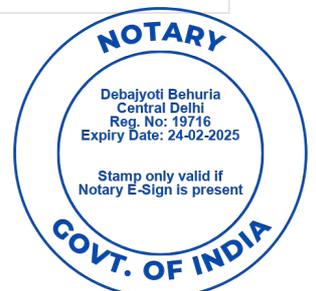
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Date 2024.11.18 19 33 51
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Date 2024.11.18 19 38 27
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Location Davangere

Signed by Debajyoti Behuria
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| | |
|--------|------------------------------------------------------------------------------------|
| 300210 | ham g aze |
| 300290 | har ssa [cond ment] |
| 300294 | herba teas* |
| 300214 | h gh-prote n cerea bars |
| 300197 | hom ny |
| 300198 | hom ny gr ts |
| 300098 | honey |
| 300253 | hot dog sandw ches |
| 300100 | husked bar ey |
| 300143 | husked oats |
| 300046 | ce cream |
| 300254 | ce cubes |
| 300076 | ce for refreshment |
| 300288 | ce pops |
| 300075 | ce, natura or art f c a |
| 300186 | ced tea |
| 300009 | nfus ons, not med c na |
| 300252 | nstant r ce |
| 300233 | j aoz |
| 300281 | ke p tea |
| 300082 | ketchup [sauce] |
| 300313 | k mbap |
| 300269 | k mch pancakes |
| 300299 | kombucha |
| 300277 | aksa |
| 300086 | eaven |
| 300212 | nseed for cu nary purposes [season ng] / f axseed for cu nary purposes [season ng] |
| 300296 | queur choco ates |
| 300118 | quor ce [confect onery] |
| 300107 | ozenges [confect onery] / past es [confect onery] |
| ----- | |

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS P&L Parimaia Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

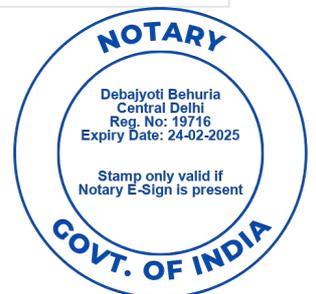
Class 30 - Page 6

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
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Location Davangere

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NICE CLASSIFICATION - 12th Edition, Version 2024

| | |
|--------|------------------------------------------|
| 300089 | macarons |
| 300017 | ma t b scu ts |
| 300164 | ma t extract for food |
| 300165 | ma t for human consumpt on |
| 300094 | ma tose |
| 300207 | mar nades |
| 300039 | marz pan |
| 300172 | mayonna se |
| 300193 | meat grav es |
| 300133 | meat p es |
| 300135 | meat tender zers for cu nary purposes |
| 300309 | m k pudd ngs |
| 300230 | m nced gar c [cond ment] |
| 300097 | m nt for confect onery |
| 300271 | m nts for breath freshen ng |
| 300245 | m rror c ng [m rror g aze] |
| 300194 | m so |
| 300177 | mues |
| 300101 | mustard |
| 300060 | mustard mea |
| 300053 | natura sweeteners |
| 300202 | nood e-based prepared mea s |
| 300307 | nood e-based prepared mea s for todd ers |
| 300103 | nood es |
| 300289 | nougat |
| 300229 | nut f ours |
| 300102 | nutmegs [sp ce] |
| 300145 | oat f akes |
| 300144 | oat-based food |
| 300146 | oatmea |
| ----- | |

Signed by Shivaram Channagiri
 Date 2024.11.18 19 35 53
 Reason CAS PPL Parima Coffee
 Company
 Location Davangere

Signed by Madhusudhan Krishnan
 Date 2024.11.18 19 40 12
 Reason Signing
 Location Bengaluru

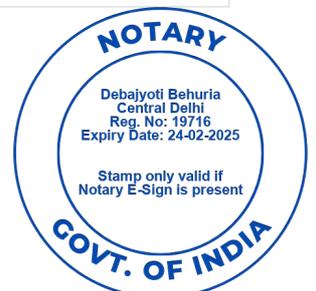
Class 30 - Page 7

Signed by Goutham Srinath
 Date 2024.11.18 19 33 51
 Reason First Party's Constituted Attorney
 Location Dubai

Signed by KEDAR C S Channagiri
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 Reason Signing
 Location Davangere

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 Location Davangere

Signed by Debajyoti Behuria
 Date 2024.11.18 19 42 05
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NICE CLASSIFICATION - 12th Edition, Version 2024

| | |
|--------|-------------------------------------------|
| 300287 | orange b ossom water for cu nary purposes |
| 300280 | pa ns au choco at / choco at nes |
| 300219 | pa m sugar |
| 300047 | pancakes |
| 300003 | pasta |
| 300217 | pasta sauce |
| 300108 | pastr es |
| 300222 | pastry dough |
| 300134 | pâtés en croûte |
| 300139 | peanut confect onery |
| 300224 | pe men |
| 300113 | pepper |
| 300019 | pepperm nt sweets |
| 300111 | peppers [season ngs] |
| 300209 | pesto |
| 300109 | pet t-beurre b scu ts |
| 300068 | pet ts fours |
| 300257 | p cca |
| 300104 | p es |
| 300112 | p zzas |
| 300044 | popcorn |
| 300114 | potato f our* |
| 300265 | potato-based f atbreads |
| 300137 | powders for mak ng ce cream |
| 300116 | pra nes |
| 300045 | preparat ons for st ffen ng wh pped cream |
| 300238 | prepared r ce ro ed n seaweed |
| 300305 | processed hemp seeds [season ngs] |
| 300255 | processed seeds for use as a season ng |
| 300304 | processed squash seeds [season ngs] |
| ----- | - |

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS POPL Parimaia Coffee
Company
Location Davangere

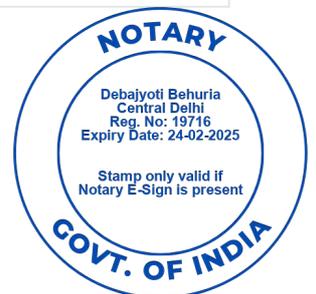
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Location Davangere

Signed by Debajyoti Behuria
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| | |
|--------|----------------------------------------------|
| 300166 | propo s* / bee g ue* |
| 300115 | pudd ngs |
| 300192 | qu ches |
| 300258 | qu noa, processed |
| 300234 | ramen |
| 300117 | rav o |
| 300167 | re sh [cond ment] |
| 300119 | r ce |
| 300178 | r ce cakes |
| 300268 | r ce crackers |
| 300228 | r ce pudd ng |
| 300232 | r ce pu p for cu nary purposes |
| 300196 | r ce-based snack food |
| 300320 | roasted coffee beans |
| 300168 | roya je y* |
| 300015 | rusks |
| 300316 | sacchar n for cu nary purposes |
| 300120 | saffron [season ng] |
| 300121 | sago |
| 300014 | sa t for preserv ng foodstuffs |
| 300106 | sandw ches |
| 300122 | sausces [cond ments] |
| 300088 | sausage b nd ng mater a s |
| 300236 | savoury pancake m xes / savory pancake m xes |
| 300235 | savoury pancakes / savory pancakes |
| 300012 | season ngs |
| 300169 | seawater for cook ng |
| 300002 | seaweed [cond ment] |
| 300124 | semo na |
| 300256 | sesame seeds [season ngs] |
| ----- | ed red beans |

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS POPL Parima Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



NICE CLASSIFICATION - 12th Edition, Version 2024

| | |
|--------|------------------------------------------|
| 300308 | sma spe t, processed |
| 300274 | soba nood es |
| 300125 | sorbets [ces] / sherbets [ces] |
| 300062 | soya f our |
| 300179 | soya sauce |
| 300126 | spaghet |
| 300306 | spe t, processed |
| 300054 | sp ces |
| 300183 | spr ng ro s |
| 300007 | star an seed |
| 300065 | starch for food |
| 300147 | st ck quor ce [confect onery] |
| 300323 | sugar paste for confect onery |
| 300319 | sugar subst tutes for cu nary purposes |
| 300069 | sugar* |
| 300170 | sush |
| 300020 | sweets / cand es |
| 300190 | tabbou eh |
| 300184 | tacos |
| 300276 | tamar nd [cond ment] |
| 300127 | tap oca |
| 300128 | tap oca f our* |
| 300129 | tarts |
| 300292 | tea beverages w th m k |
| 300295 | tea subst tutes |
| 300187 | tea-based beverages |
| 300037 | tea* |
| 300050 | th cken ng agents for cook ng foodstuffs |
| 300171 | tomato sauce |
| 300185 | tort as |
| ----- | d |

Signed by Shivaram Channagiri
 Date 2024.11.18 19 35 53
 Reason CAS P&L Parimaia Coffee
 Company
 Location Davangere

Signed by Madhusudhan Krishnan
 Date 2024.11.18 19 40 12
 Reason Signing
 Location Bengaluru

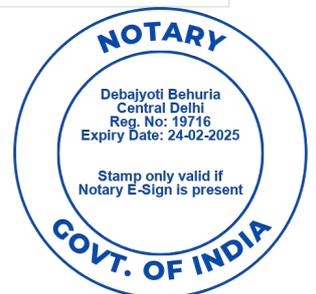
Class 30 - Page 10

Signed by Goutham Srinath
 Date 2024.11.18 19 33 51
 Reason First Party's Constituted Attorney
 Location Dubai

Signed by KEDAR C S Channagiri
 Date 2024.11.18 19 37 16
 Reason Signing
 Location Davangere

Signed by C S Padmashree Channagiri
 Date 2024.11.18 19 38 27
 Reason Signing
 Location Davangere

Signed by Debajyoti Behuria
 Date 2024.11.18 19 42 05
 Reason Online notarisation
 Location New Delhi



NICE CLASSIFICATION - 12th Edition, Version 2024

| | |
|--------|--------------------------------------------------------------------------------|
| 300051 | turmer c* |
| 300273 | udon nood es |
| 300013 | un eavened bread |
| 300027 | unroasted coffee beans |
| 300130 | van a f avour ngs for cu nary purposes / van a f avor ngs for cu nary purposes |
| 300131 | van n [van a subst tute] |
| 300028 | vegeta preparat ons for use as coffee subst tutes |
| 300132 | verm ce |
| 300081 | v negar |
| 300022 | waff es |
| 300063 | wheat f our |
| 300213 | wheat germ for human consumpt on |
| 300298 | yeast for brew ng beer |
| 300087 | yeast* |

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS POPL Parmala Coffee Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Class 30 - Page 11

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi





सत्यमेव जयते

INDIA NON JUDICIAL

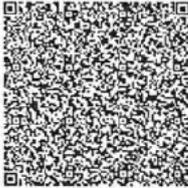
Government of National Capital Territory of Delhi

₹50

e-Stamp

Certificate No. : IN-DL88037377591989W
 Certificate Issued Date : 18-Nov-2024 02:21 PM
 Account Reference : IMPACC (IV)/ d1984903/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL98490324254488538219W
 Purchased by : SRINATH KUMBARGERI VENKATACHALAPPA
 Description of Document : Article 48(c) Power of attorney - GPA
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRINATH KUMBARGERI VENKATACHALAPPA
 Second Party : Not Applicable
 Stamp Duty Paid By : SRINATH KUMBARGERI VENKATACHALAPPA
 Stamp Duty Amount(Rs.) : 50
 (Fifty only)

सत्यमेव जयते



₹50

Please write or type below this line

IN-DL88037377591989W

Signed by Shivaram Channagiri
 Date 2024.11.18 19 33 53
 Reason CAS PCPL Palmaia Coffee
 Company
 Location Davangere

Signed by Madhusudhan Krishnan
 Date 2024.11.18 19 40 12
 Reason Signing
 Location Bengaluru

Signed by Goutham Srinath
 Date 2024.11.18 19 33 51
 Reason First Party's Constituted Attorney
 Location Dubai

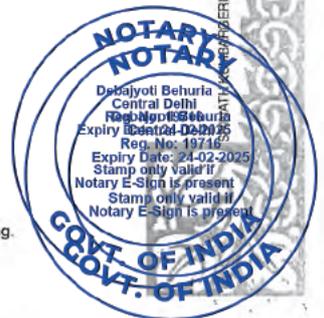
Signed by KEDAR C S Channagiri
 Date 2024.11.18 19 37 16
 Reason Signing
 Location Davangere

Signed by C S Padmashree Channagiri
 Date 2024.11.18 19 38 27
 Reason Signing
 Location Davangere

Signed by Debajyoti Behuria
 Date 2024.11.18 19 42 05
 Reason Online notarisation
 Location New Delhi

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tsite / Mobile

folding.



SPECIAL POWER OF ATTORNEY

I, **Srinath Kumbargeri Venkatachalappa**, a citizen of India, aged about 74 years, having my address at House No. 128, Agrahara, Opp. Chinmaya Mission, Gandhi Nagar, Sagar, Shivamogga, Karnataka - 577401, India, hereby authorise my son, Goutham Kumbargeri Srinath, having address at Flat No. 201, Building F6, China Cluster, International City, Dubai, UAE, to, act as my Agent, for me, in my name and on my behalf to:

1. Represent me before the Registrar of Trade Marks and all other Tribunals, Courts and Authorities to all intents and for all purposes in connection with applications, registration, rectification, opposition, revocation, cancellation, registered users, renewals, restorations, assignments, mergers, suits, enforcement and any proceedings relating to Trade Marks;
2. Sign and verify the plaint, petitions, appeals, complaints, defenses and all other pleadings in respect to any litigation or proceedings, depose to its facts, swear the affidavits, etc. therein and engage advocates / counsel, appoint a complainant, representative, investigator and authorise any of them to do all/any of the said acts therein on my behalf;
3. To negotiate, enter into and execute Settlement Agreement(s) pertaining to all disputes relating to trade marks, including Parimala Marks, and to execute Licence Agreement(s) to grant licence(s) of Parimala Marks on negotiated terms and conditions.
4. Do all acts, deeds and things as the said Agent may deem necessary or expedient in connection therewith or incidental thereto; and
5. Request that all notices requisitions and communications relating thereto be sent to the Address of Service as mentioned hereinbelow.

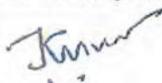
I authorise my said Agent to do all other lawful acts and things in connection therewith as effectually as I could do if present. All and whatever my said Agent shall lawfully do, I do hereby agree to ratify and confirm. I also authorise my said Agent to appoint substitute / substitutes as the said Agent may deem necessary and expedient.

The Address of Service is:

F-12, Jangpura Extension, New Delhi - 110014

Email(s): goutham@brewinggadgets.com; contact@kommit.com

Dated this 18th day of November 2024



Signed by Principal / Executant
Srinath Kumbargeri Venkatachalappa



Accepted by Attorney / Agent
Goutham Kumbargeri Srinath

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Palimala Cottee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

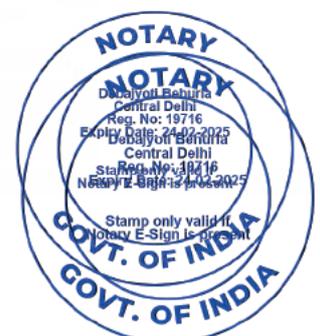
Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

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Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



|| Om Shri ||

PARIMALA COFFEE PRIVATE LIMITED

#671/2A, MANDIPET, DAVANGERE 577001 KARNATAKA INDIA

EXTRACT OF BOARD OF DIRECTORS MEETING OF PARIMALA COFFEE PRIVATE LIMITED ON 18.11.2024 AT THE COMPANY'S REGISTERED OFFICE AT No.671-2A, MANDIPET, BARLINE ROAD, DAVANAGERE - 577 001, KARNATAKA

RESOLVED that Mr. C.A. Shivaram, Director of the Company be and is hereby authorized to negotiate, enter into and execute Settlement Agreement(s) pertaining to all disputes relating to Parimala trade mark and to execute Licence Agreement to accept licence of Parimala trade marks on negotiated terms and conditions before all the competent fora including but not limited to the Courts of Law, Mediation Centres, Tribunals, Boards, Registry, etc.

RESOLVED FURTHER that Mr. C.A. Shivaram, Director of the Company, is hereby authorized to sign, file, verify, affirm and shall always be deemed to have been authorized to sign, file, verify, affirm all necessary papers for and on behalf of the Company including settlement agreement, licence agreement, compromise or such other petitions, documents, instruments, papers, and writings as may be required from time to time in connection with the above said purpose and in all steps as may be considered necessary and appropriate or expedient, to appoint lawyers, advocates, attorneys, solicitors, counsels and to do all other lawful acts incidental thereto.

RESOLVED FURTHER that Mr. C.A. Shivaram, Director of the Company, shall do all other lawful acts and things on behalf of and incidental thereto to represent the Company including further delegating any part of his authority to any person as he deems fit.

For **PARIMALA COFFEE PRIVATE LIMITED**For **PARIMALA COFFEE PVT. LTD.**


Director

Kedar Channagiri Shivaram
Director

"Certified True Copy"

Signed by Shivaram Channagiri
Date 2024.11.18 19 35 53
Reason CAS PCPL Parimala Coffee
Company
Location Davangere

Signed by Madhusudhan Krishnan
Date 2024.11.18 19 40 12
Reason Signing
Location Bengaluru

Signed by Goutham Srinath
Date 2024.11.18 19 33 51
Reason First Party's Constituted Attorney
Location Dubai

Signed by KEDAR C S Channagiri
Date 2024.11.18 19 37 16
Reason Signing
Location Davangere

Signed by C S Padmashree Channagiri
Date 2024.11.18 19 38 27
Reason Signing
Location Davangere

Signed by Debajyoti Behuria
Date 2024.11.18 19 42 05
Reason Online notarisation
Location New Delhi



2024 SCC OnLine SC 2599

In the Supreme Court of India

(BEFORE BELA M. TRIVEDI AND SATISH CHANDRA SHARMA, JJ.)

Bhagwan Singh ... Appellant(s);

Versus

State of U.P. and Others ... Respondent(s).

Criminal Appeal Nos.....of 2024 (@ SLP (Cri.)

Nos.....of 2024 @ Diary No. 18885 of 2024)

Decided on September 20, 2024

Advocates who appeared in this case :

For Appellant(s) Mr. Siddhartha Dave, Sr. Adv.

Mr. Anubhav, AOR

Mr. Nikhil Majithia, Adv.

Mr. Rishi Kumar Singh Gautam, AOR

For Respondent(s) Mr. K Parmeshwar, Sr. A.A.G.

Ms. Sakshi Kakkar, AOR

Mr. Anchit Singla, Adv.

Mr. Sanchar Anand, Adv.

Mr. Apoorva Singhal, AOR

Mr. Shiv Kumar, Adv.

Mr. Aman Kumar Thakur, Adv.

Mr. Varinder Kumar Sharma, AOR

The Judgment of the Court was delivered by

BELA M. TRIVEDI, J.:— Delay condoned.

2. Leave granted.

PREFACE

3. While the finest of the legal minds and legal eagles on the Bench and in the Bar of the Supreme Court are busy developing the best of the jurisprudence and laying down the best of the laws for the country, there are certain sinister cabal of unscrupulous litigants and a coterie of their counsellors, who are always busy in taking undue advantage of the systemic lacunae and in misusing the process of law, in turn damaging the image of the Courts as also of the entire legal fraternity/legal profession. The huge quantum of work load in the Courts, limitations of the human agencies in manning the Justice Delivery System and the fertile minds of the unscrupulous litigants and their legal counsellors are some of the factors responsible for not allowing the Justice Delivery System to work as effectively and

efficiently as it is expected to work.

4. The wrongdoers must fear the law that they will be punished, the innocents must rest assured that they will not be, and the victims must be confident that they will get the justice. This is what a citizen of the democratic country like India, governed by Rule of Law would legitimately expect from the Courts. The Courts are called the 'Temple of Justice'. However, often brazen attempts are being made to abuse and misuse the process of law by committing frauds on Courts. This is one of such cases where such an attempt has been made to pollute the stream of justice. With this little Preface let us deal with the facts of the case.

PROCEEDINGS BEFORE THIS COURT

5. The instant two appeals were sought to be filed in the name of the appellant- Bhagwan Singh. One Appeal is filed challenging the Judgment and Order dated 16.12.2019 passed by the High Court of Judicature at Allahabad in an Application under Section 482 No. 41533 of 2019, filed by the respondent no. 2 - Ajay Katara, whereby the High Court had allowed the said Application and quashed the entire proceedings in respect of the Supplementary Chargesheet No. 163A dated 05.12.2018 in Case No. 410 of 2014, arising out of the Case Crime No. 443 of 2013, under Sections 363, 366, 376 IPC at Police Station Sehaswan, District Budaun, pending in the Court of the Additional Chief Judicial Magistrate-II, Budaun. The other Appeal is filed challenging the order dated 02.04.2024 passed in Criminal Miscellaneous Recall Application No. 3/2020, whereby the High Court had rejected the said application.

6. Vide the order dated 17.05.2024, this Court had issued Notice to the Respondent nos. 1 & 2 on the application seeking condonation of delay as well as on the SLPs, making it returnable after eight weeks. The Registry vide the office report dated 29.07.2024 submitted that a letter dated 09.07.2024 was received from Bhagwan Singh (in vernacular language) wherein it was stated that he had not filed any SLP before this Court and the same was falsely filed in his name. It was also stated in the said office report that an email dated 29.07.2024 was received from Mr. Rishi Kumar Singh Gautam, Advocate that he was appearing on behalf of the appellant- Bhagwan Singh.

7. When the matter was listed on 30.07.2024, Mr. Nikhil Majithia, learned advocate appearing along with the AOR Mr. Rishi Kumar Singh Gautam, drew the attention of the Court to the office report dated 29.07.2024 and the letter dated 09.07.2024 received by the office from the appellant-Bhagwan Singh and submitted that the appellant was personally present in the Court and was confirming the contents of his letter dated 09.07.2024. We, therefore called for the original papers from the Registry to verify the signature of Shri Bhagwan Singh on the

'Vakalatnama' filed in the SLP. One Mr. R.P.S. Yadav, an Advocate who was present in the Court on the said date stated that he had an instruction to appear on behalf of Mr. Anubhav, Advocate on Record, who had signed on the 'Vakalatnama' identifying and attesting the signature of Bhagwan Singh as the petitioner-appellant on the Vakalatnama. Since the AOR Mr. Anubhav was not present in the Court, the matter was adjourned to the next date i.e. 31.07.2024.

8. On 31.07.2024, the AOR Mr. Anubhav, remained present before the Court. Since on 30.07.2024, the learned Advocate Mr. R.P.S. Yadav had stated that the 'Vakalatnama' was signed by the appellant-Bhagwan Singh in his presence, and on 31.07.2024 he had changed his version by stating that he had received the 'Vakalatnama' with the signature of the appellant-Bhagwan Singh from one lawyer named Mr. Karan Singh practicing in the Allahabad High Court, the Court had directed the Registry to issue notice to the said Advocate Mr. Karan Singh for remaining present before the Court on 09.08.2024.

9. The Court on 31.07.2024 passed the following order recording the statements of Mr. Anubhav, Mr. R.P.S. Yadav and Mr. Bhagwan Singh.

"1. In continuation of the yesterday's order, Mr. Anubhav, learned Advocate-on-Record whose 'Vakalatnama' has been filed on behalf of the petitioner - Bhagwan Singh in the Special Leave Petition is present in the Court. He states his full name to be Anubhav Yashwant Yadav. He further states that though on the 'Vakalatnama' he had identified and attested the signature of the petitioner, that was not correct, and that he had received the 'Vakalatnama' with the signature of the petitioner - Bhagwan Singh from the Advocate Mr. R.P.S. Yadav, who is also present in the Court.

2. Yesterday, Mr. R.P.S. Yadav was present in the Court and Mr. Anubhav was not present, and on our being asked, Mr. R.P.S. Yadav had stated that the 'Vakalatnama' was signed by the petitioner - Bhagwan Singh in his presence. Today, he states that he had received the 'Vakalatnama' already signed by the petitioner - Bhagwan Singh from one lawyer named Karan Singh Yadav, who is practicing in the Allahabad High Court.

3. The petitioner - Bhagwan Singh is also present in the Court and he states that he does not know either Mr. Anubhav or Mr. R.P.S. Yadav or Karan Singh, and that he came to know about the present proceedings having been filed in his name only when the concerned Police Station of his area came to serve notice of this Court on him in respect of the present S.L.P. proceedings.

4. Today, Mr. Nikhil Majithia, learned Advocate-on-Record states that he is also AOR but Mr. Rishi Kumar Singh Gautam has filed 'Vakalatnama' on behalf of the petitioner who states that the SLP was not filed by the petitioner.

5. In view of the above, before passing any further order, let Mr. R.P.S. Yadav give the correct name, full address with Phone Number of Mr. Karan Singh who, according to him, had given the papers along with the signed 'Vakalatnama' of the petitioner to file the SLP in this Court.

6. The Registry is directed to issue notice to the Advocate Mr. Karan Singh at the address furnished by learned Advocate Mr. R.P.S. Yadav, to remain present in the Court on 9-8-2024 at 2.00 p.m.

The address is as follows : - Chamber 8b, Old Building, High Court, Allahabad, U.P. Mobile No. 9935256980

7. Let the petitioner - Bhagwan Singh file an affidavit with regard to the correct facts in respect of the present proceedings.

8. List on 9-8-2024 at 2.00 p.m."

10. On 09.08.2024, the said Advocate Mr. Karan Singh Yadav practicing in Allahabad High Court remained present before the Court and stated that he had received the papers of the case along with signed 'Vakalatnama' i.e. with the signature of the appellant-Bhagwan Singh from his client Sukhpal Singh, who happened to be the son-in-law of Bhagwan Singh. He also stated that he had appeared before the High Court in the Recall Application No. 3/2020 filed on behalf of Ms. Rinki, daughter of Bhagwan Singh and wife of Sukhpal Singh, for recalling of the Order dated 16.12.2019 (which is impugned herein), and since the Sukhpal Singh wanted to file the Special Leave Petition before the Supreme Court, he (Karan Singh) had asked Sukhpal Singh to get the 'Vakalatnama' with the signature of either Rinki or Bhagwan Singh. Thereafter the said Sukhpal Singh gave him the papers along with the 'Vakalatnama' signed in the name of Bhagwan Singh, which he had handed over to the Advocate Mr. R.P.S. Yadav, practicing in the Supreme Court. It may be noted that the said Bhagwan Singh who was also present in the Court on 09.08.2024 stated that his daughter Rinki had eloped and married with Sukhpal Singh in 2013 and since then he had not met either Sukhpal Singh or his daughter Rinki, and therefore he could not have signed the 'Vakalatnama' or the papers of the SLP. At this juncture Mr. R.P.S. Yadav, learned advocate stated that he had prepared the Memo of SLP and got it attested through the Notary Mr. A.N. Singh and at that time the appellant-Bhagwan Singh was not present; and that he had identified the signature of Bhagwan Singh before the Notary, and thereafter handed over the papers to the AOR Mr. Anubhav for presenting in the Supreme Court. The learned AOR Mr. Anubhav Yashwant Yadav also stated that Mr. R.P.S. Yadav having prepared the SLP Memo and got the papers ready, he had put his signature as an AOR on the Memo of SLP and also on the 'Vakalatnama' stating that he had attested and identified the signature of appellant -

Bhagwan Singh. In view of the said statements, the Court had directed the Notary Mr. A. N. Singh to remain present before the Court on the next date of hearing. Ms. Rinki, the daughter of the appellant and her husband Mr. Sukhpal Singh were also directed to remain present before the Court on the next date of hearing i.e. 23.08.2024.

11. The Order dated 09.08.2024 reads as under:

"1. Pursuant to the order dated 31-07-2024 passed by this Court, Mr. Karan Singh Yadav, Advocate practicing at Allahabad High Court is present in the Court and states that he received the papers of the case along with signed 'Vakalatnama' i.e., with the signature of the petitioner - Bhagwan Singh from his client Sukhpal Singh, son of Rishi Pal, resident of Raisinghnagar, Post - Kadar Chowk, District Budaun, U.P., who happens to be the son-in-law of Bhagwan Singh. Mr. Karan Singh also states that he had appeared before the High Court in the Recall Application No. 3/2020 filed on behalf of Ms. Rinki, daughter of Bhagwan Singh and wife of Sukhpal Singh, in which it was prayed to recall the order dated 16-12-2019 passed in the Application under Section 482 No. 41533/2019. However, the said application was dismissed by the High Court vide the impugned order dated 02-04-2024. He further states that after the said dismissal, since the said Sukhpal Singh wanted to file the Special Leave Petition before the Supreme Court, he was asked to get the 'Vakalatnama' with the signature of either Rinki or Bhagwan Singh. Thereafter the said Sukhpal Singh gave him the papers alongwith the 'Vakalatnama' signed in the name of Bhagwan Singh. Mr. Karan Singh further states that thereafter he had handed over all the papers along with signed 'Vakalatnama' to the Advocate Mr. R.P.S. Yadav practicing in the Supreme Court, who is today present in the Court.

2. At this stage, the petitioner - Bhagwan Singh, who is present in the Court, states that his daughter Rinki had eloped and married with Sukhpal Singh in 2013 and since then he has not met Sukhpal Singh or his daughter Rinki, and therefore, he could not have signed the 'Vakalatnama' or the papers of the SLP.

3. On being asked by the Court, Mr. R.P.S. Yadav states that he had prepared the Memo of SLP and got it attested through the Notary Mr. A.N. Singh. He further states that at the time of getting the SLP notarized, the petitioner - Bhagwan Singh was not present, however as per the practice prevailing in the Supreme Court, he identified the signature of Bhagwan Singh before the Notary and the Notary also notarized the said Memo. He thereafter handed over papers to the AOR Mr. Anubhav for presenting in the Supreme Court.

4. Mr. Anubhav Yashwant Yadav, learned Advocate-on-Record states that since he knew the learned Advocate Mr. R.P.S. Yadav,

and Mr. Yadav having prepared the SLP Memo and got the papers ready, he had put his signature as the AOR on the Memo of SLP and also on the 'Vakalatnama' stating that he himself had attested and identified the signature of petitioner - Bhagwan Singh.

5. From the above, it appears that Mr. A.N. Singh, Notary Government of India whose registration Number is 16959 and who sits in front of the UCO Bank, Supreme Court Compound, is also involved in notarizing and attesting the papers and signatures of the petitioner, though he was not personally present before him. Hence, it is directed that he shall remain present before the Court on the next date of hearing.

6. It is pertinent to note that the petitioner has filed an affidavit before this Court on 06-08-2024, which was also got notarized before the said Notary - Mr. A.N. Singh.

7. The daughter of the petitioner - Bhagwan Singh i.e., Ms. Rinki and her husband - Mr. Sukhpal Singh are also directed to remain present on the next date of hearing. Accordingly, the office shall issue notices to Mr. A.N. Singh, Ms. Rinki and Mr. Sukhpal Singh on the next date of hearing. On the said date, the petitioner and all concerned advocates also shall remain present before the Court.

8. At this stage, the Court informed all the concerned Advocates and the Petitioner present in the Court that this is a very serious matter and the Court is going to take a serious view in the matter.

9. List on 23.08.2024."

12. On 23.08.2024, the matter was directed to be listed on 28.08.2024, on which date the Notary Mr. A.N. Singh and Mr. Sukhpal Singh, son-in-law of the appellant-Bhagwan Singh were present. However, Ms. Rinki was not present on the ground that she was down with fever. The Court recorded the statements of the Notary Mr. A.N. Singh and Mr. Sukhpal Singh as reflected in the order and directed them to file their respective affidavits. At this juncture, Mr. Nikhil Majithia, learned counsel appearing for the appellant-Bhagwan Singh and Mr. Sanchar Anand, learned counsel appearing for the Respondent no. 2- Ajay Katara submitted that one Vikas Yadav, son of Mr. D.P. Yadav, Former Member of Parliament, was convicted in the famous Nitish Katara Case only on the basis of the testimony of Respondent no. 2 - Ajay Katara, who was the witness in the said case and therefore number of false cases were filed against him and this one is filed against respondent no. 2, in the name of Bhagwan Singh. They also drew the attention of the Court to the list of Advocates shown in the Order Sheets/Record of Proceedings dated of SLP(Crl.) No. 7893 of 2024 filed by said Vikas Yadav before this Court and submitted that out of 10 Advocates mentioned therein, 08 Advocates are also shown as appearing advocates in the Order Sheets/Record of Proceedings dated

30.07.2024 in the present SLP. In view of the said submissions, the Court had directed the Registry to explain as to on what basis and why the names of so many advocates are being shown in the Order sheets/Record of Proceedings though, they would be neither appearing as an AOR nor as arguing/senior Counsel. The Court also directed Mr. Sukhpal Singh and Ms. Rinki to be impleaded as party respondent nos. 3 and 4 to the present proceedings and call for the original record of the Application under Section 482 No. 41533/2019 from the Allahabad High Court.

13. The Order dated 28.08.2024 reads as under:

"1. This matter was directed to be posted on 23.08.2024 vide the Court's Order dated 09.08.2024, whereby, the Notary 2 Mr. A.N. Singh, Ms. Rinki-daughter of petitioner-Bhagwan Singh and her husband, Mr. Sukh Pal were directed to remain present on the said date. However, due to paucity of time, the matter could not be heard on 23.08.2024, and was directed to be listed on 28.08.2024.

2. Accordingly, today, when the matter is taken up, the Notary Mr. A.N. Singh and Mr. Sukh Pal, son-in-law of the petitioner-Bhagwan Singh are present before the Court. It is stated by Mr. Sukh Pal that his wife-Ms. Rinki is down with fever and therefore, has not come to the Court.

3. The Notary Mr. A.N. Singh, states that he had committed a mistake by attesting an affidavit of the petitioner-Bhagwan Singh, who was not personally present before him, but his signatures were identified by Advocate, Mr. R.P.S. Yadav on 19.04.2024. According to him, thereafter, the petitioner-Bhagwan Singh had again personally come to him on 06.08.2024 for getting another affidavit attested.

4. Let the Notary, Mr. A.N. Singh file an affidavit explaining the procedure of notarizing any document, and also explaining as to why, and under what circumstances the affidavit of the petitioner-Bhagwan Singh, in the present case, was attested by him in his absence on 19.04.2024. The affidavit shall be filed on or before 02.09.2024.

5. Mr. Sukh Pal, son of Rishi Pal, is present in the Court. He is the resident of Raisi Nagla, Post-Kadar Chowk, Budaun, Qadarchawk, Uttar Pradesh, as per the Aadhar Card of Mr. Sukh Pal, bearing No. 6790 1351 1082 submitted before us and has been identified by the Advocate, Mr. Karan Singh, who is practicing in the High Court of Allahabad. Mr. Sukh Pal states that he and his wife Rinki had met his father-in-law, i.e. petitioner-Bhagwan Singh, 3-4 years back at Budaun, Uttar Pradesh and at that time, petitioner-Bhagwan Singh had handed over a signed vakalatnama to his wife Ms. Rinki. According to him, he had handed over the said vakalatnama to the

Advocate, Mr. Karan Singh, who was practicing in the High Court of Allahabad. On being asked by the Court, he states that he had never met his father-in-law petitioner-Bhagwan Singh before the said incident.

6. Since, Mr. Sukh Pal is making some inconsistent statements, he is directed to file an affidavit with regard to the whole incident explaining as to under what circumstances he had met his father-in-law, i.e. the petitioner herein, also stating the whole Chronology of dates and events when he met his father-in-law. The affidavit shall be filed on or before 02.09.2024.

7. On the next date of hearing, Ms. Rinki, the daughter of petitioner-Bhagwan Singh and wife of Mr. Sukh Pal shall remain present before this Court under any circumstances.

8. Mr. Nikhil Majithia, learned counsel appearing for petitioner-Bhagwan Singh and Mr. Sanchar Anand, learned counsel appearing for the respondent no. 2 Ajay Katara, in the present proceedings, have drawn the attention of the Court to the Order passed by this Court on 10.06.2024 in SLP(Crl.) No. 7893/2024 filed by the petitioner Vikas Yadav, arising out of the final judgment and order dated 21.05.2024 passed by the High Court of Delhi in CRLMA No. 15617/2024. According to them, the said Vikas Yadav was convicted in the famous Nitish Katara Case, where in, the respondent no. 2-Ajay Katara was the only witness who had deposed against him and whose testimony was relied upon by the Courts below for convicting Vikas Yadav, and that was the reason, false case was sought to be made out against the respondent no. 2-Ajay Katara in the present proceedings. They have also drawn the attention of the Court to the list of Advocates shown in the Order Sheet/Record of Proceedings of SLP(Crl.) No. 7893/2024 dated 10.06.2024 and submitted that out of 10 Advocates, 08 Advocates are also shown as the appearing Advocates in the Order Sheet/Record of Proceedings dated 09.08.2024 in the present SLP.

9. In view of the above submissions, the Registry is directed to explain as to on what basis and why the names of so many Advocates are being shown in the Order Sheets/Record of Proceedings though, they would be neither appearing as an AOR nor as arguing/Senior Counsel.

10. Let Mr. Sukh Pal and Ms. Rinki be impleaded as party respondent nos. 3 and 4 to the present proceedings. Cause title be amended accordingly.

11. Mr. Karan Singh, Advocate practicing in Allahabad High Court undertakes to appear for Mr. Sukh Pal, son in law of petitioner-Bhagwan Singh and Ms. Rinki, daughter of petitioner-Bhagwan Singh and make them understand the present proceedings since he knows

Mr. Sukh Pal for years. Though, Mr. Karan Singh is not an Advocate on Record, he is granted permission to file his vakalatnama, duly signed by both Mr. Sukh Pal and Ms. Rinki, and the same shall be taken on record by the Office.

12. Having regard to the seriousness of the case, the Registrar General of the Allahabad High Court is directed to send the original Record and proceedings pertaining to the Application filed under Section 482 of the Cr. P.C. bearing No. 41533 of 2019 to this Court through Special Messenger on or before 02nd September, 2024.

13. List the matter on 3rd September, 2024 at 02 : 00 p.m.”

14. On 03.09.2024, the said Rinki, Bhagwan Singh and the Notary, Mr. A.N. Singh, were present in the Court, however, the Court was busy in the Special Bench matter(s), therefore directed the office to list the matter on 09.09.2024. On 09.09.2024 Ms. Rinki, Mr. Sukhpal Singh, learned advocates Mr. Karan Singh & Mr. R.P.S. Yadav, Mr. Anubhav, AOR and the Notary Mr. A.N. Singh were present in the Court. Ms. Rinki stated that she used to talk to her father- Bhagwan Singh very often on telephone and that five-six months back, she and her husband Mr. Sukhpal had met her father at Budaun, who had handed over the 'Vakalatnama' signed by him to her, which was in turn handed over by her husband Mr. Sukhpal to Mr. Karan Singh, Advocate practicing in the High Court of Allahabad. At this juncture, the appellant-Bhagwan Singh refuted the said statement made by Ms. Rinki and reiterated that he had neither met his daughter nor his son-in-law since the year 2013, nor he had any telephonic contact with her or by way of any other mode at any point of time. Learned Advocate Mr. Karan Singh and Mr. R.P.S. Yadav, reiterated their earlier stand. Mr. Amar Nath Singh, Notary represented through the senior advocate Mr. Sanjay R. Hegde tendered apology as stated in his affidavit. Mr. Anubhav Yadav, learned AOR represented by the learned senior advocate Mr. Siddharth Dave, also tendered unconditional apology.

15. The Order passed on 09.09.2024 reads as under:—

“1. Heard the learned senior counsel/learned counsel appearing for the parties. We have also perused the explanations tendered by the Registry pursuant to this Court's Order dated 28.08.2024.

2. Today, Ms. Rinki, daughter of petitioner-Bhagwan Singh, and the wife of Mr. Sukh Pal, is present in the Court.

3. She states that she used to talk to her father, petitioner-Bhagwan Singh, very often from the below mentioned numbers;

- a. 9027068541- her own mobile number.
- b. 6399367927- mobile number of her husband
- c. 8077687246- mobile number of her brother-in-law, Dhaalu.

4. She further states that, 05-06 months back she and her husband, Mr. Sukh Pal, met with her father, petitioner-Bhagwan Singh, at Budaun, Uttar Pradesh, who handed over her the vakalatnama signed by him, and the said vakalatnama was handed over by Mr. Sukh Pal to Mr. Karan Singh, Advocate, who is practicing in the High Court of Allahabad.

5. Mr. Sukh Pal, who is also present in the Court affirms/supports the statement made by Ms. Rinki, her wife.

6. However, the petitioner-Bhagwan Singh, who is also present in the Court, refutes the said statement made by Ms. Rinki, her daughter and reiterates that he had neither met his Daughter, Rinki or his son-in-law, Mr. Sukh Pal since the year 2013, nor he had any contact with her telephonically or by way of other means at any given point in time.

7. Learned Advocates, Mr. Karan Singh and Mr. R.P.S. Yadav, reiterates what they have said in earlier occasions and stand by it today also.

8. Mr. Amar Nath Singh, Notary is represented by Mr. Sanjay R. Hegde, learned senior counsel, who relies on the affidavits filed by him and apologies for notarizing the documents produced in the SLP paperbooks, in the absence of the petitioner-Bhagwan Singh.

9. Mr. Anubhav, learned Advocate on Record, who is represented by Mr. Siddharth Dave, learned senior counsel, also reiterates what he had stated on earlier occasions, and tenders unconditional apology for attesting and certifying the signatures of petitioner-Bhagwan Singh on the vakalatnama filed in the present Special Leave Petition, though petitioner-Bhagwan Singh was not present before him, nor he knew petitioner-Bhagwan Singh.

10. Having recorded the above submissions/statements, the matter is reserved for orders”.

16. So far as affidavits filed in the present appeals are concerned, the Respondent No. 2- Mr. Ajay Katara has filed his counter-affidavit dated 26.07.2024 resisting the present proceedings on the ground of delay and on merits. While narrating the history of the case to show as to how he was falsely implicated, he has stated as under:—

“**5.** That, in order to appreciate the facts of the present case it is necessary to give a brief background history of the answering respondent. Pertinently, the answering respondent is the only independent prosecution witness in the well-known and infamous Nitish Katara murder case, wherein, pursuant to the answering respondent deposing truthfully in the court against Vikas Yadav, Vishal Yadav and Sukhdev Yadav *alias* Pahalwan, all of them were convicted under section 302 IPC and were sentenced to

imprisonment for life by the Ld. Trial Court and thereafter in appeal the Honourable High Court ordered that accused Vikas and Vishal shall not be entitled to any remission till they have completed 25 years of actual sentence.

6. However, it is pertinent to mention that the accused persons namely Vikas Yadav and Vishal Yadav, are son and nephew of DP Yadav, Ex-Minister and Member of Parliament, who is a known history sheeter having more than 57 criminal cases registered against him and a copy of the same is annexed herewith as annexure R-2/1 (Pages 28-30). That it is also appropriate to mention here that due to continuous intimidation, cajoling and threats by D P Yadav and his associate, except the answering respondent all other prosecution witnesses had turned hostile, but the answering respondent being a responsible citizen has deposed truthfully and has in this way has significantly contributed in the administration of justice.

7. Pertinently, the Division Bench of the Hon'ble High Court in its order dated 06.02.2015, had categorically observed the traumatisation and the pressure put on the answering respondent to prevent him from deposing against the accused persons, in as much as the Hon'ble Court has categorically inter-alia observed that the answering respondent was subjected to continuous threats and still continues to be under pressure for having appeared as a witness. The Hon'ble Court has observed as under:—

"The only public witness Ajay Kumar who could not be influenced and stood by his statement has needed court orders for police protection and is being subjected to multiple criminal complaints by relatives of the appellants or persons associated to them. The fact that all these complaints and cases arose only after he surfaced before the police speaks for itself."

"...we have noted the traumatization and the pressure put on Ajay Katara to prevent him from deposing in the present case. Prior to the case in hand Ajay Katara seems to have been living an ordinary existence... Post the murder of Nitish Katara and his deposition as a witness in the case, he is facing multiple cases....."

8-9....

10. That it is pertinent to mention here that the answering respondent is paying a heavy price for speaking truth in the court, in as much as, after appearing as prosecution in the abovementioned case, the answering respondent, who never had any civil or criminal case against him has been thereafter continuously targeted with a campaign of false and frivolous legal cases and has been since thereafter named as an accused in around (37) thirty - seven cases including six (6) cases under section 376 IPC, including the present

case all at the behest of powerful Yadav family and their associates and the answering respondent. However, the name of the answering respondent has been cleared in 35 out of 37 cases inter-alia at the stage of Inquiry/Investigation itself and the proceedings against the answering respondent have been stayed by the Hon'ble High Court at the Judicature of Allahabad in the remaining 2 cases. Pertinently, in none of the cases, the answering respondent has been put to trial, which is indicative of the fact that answering respondent has been falsely implicated in false and frivolous cases.

11-12....

13. Succinctly stated, on 28.06.2013 one Bhagwan Singh i.e., the father of the alleged victim, lodged an FIR bearing Case Crime No. 443/13 under sections 363 and 366 of the Penal Code, 1860, at P.S Sahaswan, Badaun, against (i) Sukhpal, (ii) Smt. Chetinya wife of Jaywahan, (iii) Jaywahan and (iv) Shyam Singh by alleging therein that these four persons have taken his daughter who was allegedly minor at that point in time. A copy of the FIR dated 28.06.2013 and identified as Case Crime No. 443/13 under sections 363 and 366 of the Penal Code, 1860, at P.S Sahaswan, Badaun is already annexed as Annexure P-1 in the SLP.

14-15....

16. That it is pertinent to mention that the name of the answering respondent is nowhere to be seen till this stage i.e. he has not been named anywhere, (i) either in the FIR filed by the father of Victim or (ii) in the Writ Petition filed by the victim herself before the High Court nor (iii) in the statement of the victim when she appeared in person before the Honourable High Court. However, very surprisingly, when pursuant to the High Court order, the statement of the victim was recorded by the police under section 161 CrPC, and also under section 164, CrPC, on 22.08.2013 i.e. after about two months of the alleged incident, then, the victim for the very first time introduces a new story and says that the answering respondent has did wrong thing on her person when she reached Ghaziabad for eight days i.e., on 24.06.2023 till 01.07.2023.

17-21....

22. That, on 20.12.2013 after a thorough investigation, the investigating officer closed the investigation in crime case no. 443/13 qua the answering respondent herein vide supplementary chargesheet no. 1. At this juncture it is extremely pertinent to mention that the petitioner or the victim herein did not even file any protest petition regarding the closure of the case.

23. However, after a gap of more than 5 years i.e., on 20.06.2018 the victim moved an application before the court of the Ld. A.C.J.M-

II class, Badaun praying that the police have not taken any steps to the accused and therefore S.H.O. Sahaswan be directed to arrest the accused and put them to trial. That as the said application of the victim was rejected by the court, therefore, the victim preferred a Criminal Misc. Application (482 Cr. P.C.) No. 25888 of 2018 (*Smt. R. v. State of U.P.*) before the Hon'ble High Court wherein a direction for investigation to be carried out by the police in this regard was given and the matter was remitted to the learned court to decide the application of the victim afresh and directed the Magistrate to ensure that the investigation against those accused for offence under Section 376 I.P.C. is taken to its logical end strictly in accordance with law.

24....

25. That the entire proceedings were challenged by the answering respondent herein by presenting a petition under section 482 CrPC number 41533 of 2019, before the High Court of Judicature at Allahabad, wherein, the Honourable High Court vide it's a well-reasoned Judgment and Final Order dated 16.12.2019, was pleased to quash the aforesaid criminal proceeding against the answering respondent by *inter alia*, holding and observing that if the entire material collected during evidence is assumed to be true on its face value, then also any commission of cognizable offence under 376 IPC is not made out against the answering respondent.

26....

27. That it is further to mention that interestingly the above said order dated 16.12.2019, passed by the Honourable High Court, thereby quashing the criminal proceedings against the answering respondent were not challenged before this honourable court by anyone for more than four years. However, after more than 4 years of passing of the order dated 16.12.2019, a petition bearing number 41533 of 2019 seeking to recall the earlier order dated 16.12.2019 passed by the High Court was filed before the Hon'ble High Court, but, the same was dismissed by the Hon'ble High Court on 02.04.2024."

17. The appellant-Bhagwan Singh pursuant to the order passed by the Court dated 31.07.2024 filed an affidavit dated 06.08.2024 stating *inter alia* the following:—

"3. That the correct facts are that on 03.07.2024, a call was received by Prem Singh, Former Pradhan of my Village Mudari from Police Station Sahaswan, Distt Badaun, U.P., who asked Prem Singh to bring me (Bhagwan Singh) to Police Station Sahaswan as some notice has to be served upon me. Accordingly, I accompanied Prem Singh to Police Station Sahaswan, where I was handed over three papers by the police and the true copy of the documents given to me

by the police on 03.07.2024 at Police Station Sahaswan, District Badaun, Uttar Pradesh are annexed herewith and marked as Annexure A (Colly). The police also obtained my signature on one form on which "Petitioner Intimation Letter" was written. The police official told me that these documents relate to a case titled as '*Bhagwan Singh v. State of U.P.*' which had been filed by me in the Supreme Court of India and the same arise out from a First Information Report lodged by me several years back with respect to my daughter's kidnapping.

4. That as I had not filed any Special Leave Petition before Hon'ble Supreme Court of India therefore, I came to Delhi and filed my complaint before the Supreme Court of India. A true copy of the complaint dated 9.7.2024 filed with the office of Secretary General, Supreme Court of India is being annexed herewith as Annexure B hereto.

5. I say that I have never instructed any Advocate on Record or Advocate for filing the present Special Leave Petition, on my behalf and in my name before this Hon'ble Court. I further say that I have never visited the office of any of the Advocate or Advocate on Record either in New Delhi or at Allahabad for the purpose of signing the vakalatnama, affidavit or for filing the present Special Leave Petition, in any manner whatsoever. Further, I have also not travelled to Allahabad since the year 2014 for any purpose.

6. I further say that I was not even aware about the filing, pendency and disposal of A u/S 482 No. 41533/2019 before the Hon'ble Allahabad High Court, which passed the judgment dated 16.12.2019, now under challenge in the present Special Leave Petition."

18. The Advocate/Notary Mr. Amar Nath Singh filed his affidavit dated 31.08.2024 in compliance with the order dated 28.08.2024 stating *inter alia* the provisions of Section 8 of the Notaries Act, 1952 and Rule 11 of the Notaries Rules, 1956 and further stated as under:—

"**7.** That the Deponent has attested the Affidavit dated 19.04.2024 of one Bhagwan Singh only after identifying the signature of Bhagwan Singh by an Advocate of this Hon'ble Court, namely Shri R.P.S. Yadav. However, the attested Affidavit was taken away by the Lawyer, namely Mr. R.P.S. Yadav of this Hon'ble Court and he did not turn up again, and that is why, the Deponent was not able to make entry in the Notarial Register."

19. Mr. Sukhpal newly added Respondent No. 3 also filed an affidavit dated 02.09.2024 in compliance with the order dated 28.08.2024 passed by the Court. He stated *inter alia* as follows:—

"**3.** That the after said incident Rinki/Sukhpal regularly met his

father/Father-In-Law Bhagwan Singh at the Badaun District Court regularly. Bhagwan Singh pushing Rinki/Sukhpal for parivi of aforesaid case.

4. That the chronology of this present case was as under:—

28.06.2013 - FIR of the said incident was registered under Section 363, 366 & 376 IPC at Police Station Sehaswan, District Budaun, U.P.

05.12.2018 - That the Charge sheet has been filed by I.O, in the said FIR No. 443/2013.

03.01.2019 - That the Cognizance was taken by Additional Chief Judicial Magistrate in the said FIR.

16.11.2019 - That the Respondent No. 2, i.e. Ajay Katara, filed an application Under Section 482 before the Hon'ble High Court of Judicature at Allahabad.

16.12.2019 - That the said application was allowed by the Hon'ble High Court of Judicature at Allahabad.

01.02.2020-1st recall application bearing No. 03/2020 was filed by the Sukhpal and the said application's affidavit was attested by the Sukhpal as witness and Rinki gave her signed/thumb impression on the Vakalatnama.

28.11.2021 - That the Father-In-Law Bhagwan Singh was not satisfied of merits of the 1st recall application, thereafter Bhagwan Singh filed 2nd wish to join the recall application as applicant then he gave the signed Vakalatnama dated 28.11.2021, copy of the Vakalatnama is annexed herewith as Annexure 'B', to Sukhpal to file a fresh recall application bearing No. 07/2020 and 8/2021 which was filed by the another advocate at Allahabad.

March 2024 - That the Sukhpal handed over a Vakalatnama to Mr. Karan Singh for arguing in recall application bearing No. 3/2020 in the High court of Judicature at Allahabad.

02.04.2024 - That the 1st recall application bearing No. 3/2020 was rejected by the Hon'ble Court of Judicature at Allahabad, arguing by Karan Singh Yadav Advocate, and the other application bearing No. 7/2020 and 8/2021 was not pressed by the Ld. Advocate.

April 2024 - That after dismissal of Recall application bearing No. 3 of 2020, Victim/Rinki wants to file Special leave petition before this Hon'ble Apex Court and for filing of Special leave petition Victim Rinki given signed Vakalatnama to Sukhpal for handed over to Mr. Karan Singh Yadav (Advocate) for further proceedings.

5. That after taken signed Vakalatnama deponent/Sukhpal came

at the chamber of Mr. Karan Singh Yadav and his bag was present on his seat but Mr. Karan Singh Yadav was busy in argue in the case before Hon'ble High court Allahabad, hence he puts the signed Vakalatnama in the bag/Basta of Mr. Karan Singh Yadav and informed him by mobile phone.”

20. From the aforesaid affidavits of the concerned Parties and the Notary and the statements of the concerned Advocates recorded by the Courts in the orders, the following facts emerge:—

- (i) The present SLPs (Appeals) proceedings in the name of Bhagwan Singh were filed by the Advocate on Record, Mr. Anubhav Yashwant Yadav, with his signatures at the end of the SLP memorandum and other papers. He also signed the certificate at the end of the SLP dated 19.04.2024 required to be filed in the prescribed form as per the Supreme Court Rules, 2013, along with the affidavit dated 24.04.2024 of Bhagwan Singh as notarized by the Notary Mr. A.N. Singh. The said Advocate on Record, Mr. Anubhav Yadav also submitted the Vakalatnama identifying and attesting the signatures of the appellant-petitioner- Mr. Bhagwan Singh. However, during the course of hearing, he had stated that - “though on Vakalatnama he had identified and attested the signature of the petitioner, that was not correct, and that he had received the Vakalatnama with the signature of the petitioner- Bhagwan Singh, from the Advocate Mr. R.P.S. Yadav who is present in the Court.” The said statements have been recorded by the Court in the order dated 31.07.2024.
- (ii) Though the Learned Advocate Mr. R.P.S. Yadav had stated on 30.07.2024 that the Vakalatnama was signed by the petitioner- Bhagwan Singh in his presence, on 31.07.2024, he changed his version and stated that he had received the Vakalatnama already signed by the petitioner- Bhagwan Singh from one lawyer named Karan Singh Yadav who is practicing in the Allahabad High Court.
- (iii) Mr. Karan Singh Yadav, Advocate practicing at Allahabad High Court was directed to remain present before the Court on 09.08.2024 and he stated that he had received the papers of the case along with the signed Vakalatnama i.e with the signature of the petitioner- Bhagwan Singh from his client Sukhpal, son of Rishipal, who happened to be the son-in-law of Bhagwan Sing. He further stated that he had appeared before the High Court in Recall Application No. 3/2020 filed on behalf of Ms. Rinki, daughter of Bhagwan Singh and wife of Sukhpal Singh seeking recall of the order dated 16.12.2019, and after the dismissal of the said application on 02.04.2024, he had asked Sukhpal to get the Vakalatnama with the signature of either Rinki or Bhagwan Singh. Thereafter, said Sukhpal gave him the papers along with

the Vakalatnama signed in the name of Bhagwan Singh, which he handed over to the Advocate Mr. R.P.S. Yadav practicing in the Supreme Court.

- (iv) The Notary Mr. A.N. Singh admitted in his affidavit that he had attested the affidavit dated 19.04.2024 of one Bhagwan Singh, on Mr. RPS Yadav, Advocate having identified the signature of Bhagwan Singh. Meaning thereby, the said affidavit of Mr. Bhagwan Singh was notarized by the Notary without Bhagwan Singh being present before him and the said affidavit was submitted before the Court along with the SLP memo.
- (v) The Respondent No. 3- Sukhpal kept on making inconsistent statements in the court as stated in the order dated 28.08.2024. He had made the statements that he and his wife Rinki met his father-in-law, petitioner- Bhagwan Singh 3-4 years back at Budaun, Uttar Pradesh and at that time petitioner-Bhagwan Singh had handed over the signed Vakalatnama to his wife Rinki, which she handed over to the Advocate Mr. Karan Singh, advocate practicing in the High Court of Allahabad. In the affidavit dated 02.09.2024 filed by him he had stated that the first recall application bearing no. 3/2020 was filed by him with his affidavit as the witness, and Rinki had put her thumb impressions on the Vakalatnama. He further stated that on 28.11.2021, Bhagwan Singh gave him a signed Vakalatnama to file a fresh Recall Application bearing No. 7/2020 and 8/2021, which was filed by another Advocate at Allahabad. In March, 2024, he handed over the Vakalatnama to Karan Singh for arguing the Recall Application No. 3/2020 in the High Court. According to him, in April 2024 since Rinki wanted to file SLP before the Supreme Court, she gave a signed Vakalatnama to him (Sukhpal) which he gave to Advocate Mr. Karan Singh Yadav for filing further proceedings. He also stated that since Mr. Karan Singh Yadav was busy arguing a case, he put the signed Vakalatnama in the bag of Mr. Karan Singh Yadav and informed him by mobile phone.
- (vi) On 09.09.2024, Ms. Rinki, daughter of Bhagwan Singh and wife of Sukhpal Singh stated that she used to talk to her father very often on mobile phone. She gave numbers of the phones from which she used to talk which have been recorded by the Court in the order. She further stated that 5-6 months back she and her husband Sukhpal had met her father who handed over the Vakalatnama signed by him to her. The said Vakalatnama was handed over by Mr. Sukhpal to Mr. Karan Singh, Advocate. Her husband, Mr. Sukhpal who was present in the Court supported the said statements made by his wife Rinki.
- (vii) However, the appellant-petitioner Bhagwan Singh all

throughout the proceedings maintained his stand and stated in his affidavit that he had never met his daughter Rinki or his son-in-law Sukhpal since 2013, nor he had any contact with his daughter telephonically or by any other means as sated in his affidavit he had not travelled to Allahabad since 2014 for any purpose. He also stated that he had neither filed the present SLP proceedings, nor was aware about the filing, pendency or disposal of the application under Section 482 No. 41533/2019 before the Allahabad High Court.

- (viii) As transpiring from the affidavit filed by the Respondent No. 2 Mr. Ajay Kataria that since he was a star witness in the famous *Nitish Katara case*, and on the basis of whose evidence the accused Vikas Yadav and Vishal Yadav, who happened to be the son and nephew of Mr. D. P. Yadav, Ex- Minister, and M.P. were convicted, he was falsely implicated in number of cases. This is one of such cases, filed in the name of Bhagwan Singh, at the instance of Respondent No. 3 Sukhpal, Respondent No. 2 Rinki, with the help of their Advocates appearing for them in the High Court and this Court.

PROCEEDINGS BEFORE THE HIGH COURT

21. The Court vide the order dated 28.08.2024 had directed the Registrar General of Allahabad High Court to send the original records and proceedings pertaining to the Application filed under Section 482 of Cr. P.C. bearing No. 41533/2019. From the perusal of the Records of the said case, it is found that the said Application under Section 482 Cr. P.C. was filed by the present Respondent No. 2- Ajay Katara against the State of U.P and Bhagwan Singh seeking quashing of the proceedings of the supplementary chargesheet No. 163A filed against him in case No. 410/2014 for the offence under Section 363, 366, 376 IPC. It appears that no Vakalatnama was filed in the said proceedings on behalf of Bhagwan Singh, who was the opponent No. 2 in the said Application, however as recorded by the High Court in the impugned order dated 16.12.2019, Senior Advocate Mr. Anoop Trivedi assisted by the Advocates Mr. Santosh Kumar Yadav and Pradeep Kumar had appeared for the opposite party No. 2 i.e. Bhagwan Singh and argued the said Application. It is pertinent to note that in the said proceedings Advocate Mr. Santosh Kumar Yadav had filed his Vakalatnama for Rinki on 21.11.2019, though she was not a party to the proceedings. It further appears that though the said Application under Section 482 was allowed by the High Court vide the order dated 16.12.2019, a Vakalatnama with the thumb impression of Bhagwan Singh was sought to be filed by the Advocates, Mr. Jai Singh Yadav and Mr. P.B. Mishra on 30.11.2023 i.e. almost 4 years after the disposal of the said Application.

22. From the record of the said Application being No. 41533/2019, it further appears that a Criminal Miscellaneous Recall Application No. 3/2020 was sought to be filed in the name of the applicant- Rinki by Advocates Arun Kumar Mishra and Hemant Kumar Srivastava, seeking recall of the order dated 16.12.2019 in the said Application no. 41533/2019. It is very pertinent to note that in the said Recall Application, Mr. Sukhpal filed an affidavit on 01.02.2020 in support of the Recall Application though he was not a party to the proceedings. The Advocate Mr. Karan Singh Yadav appeared for the opponent No. 2 Bhagwan Singh, though in the record there is no Vakalatnama filed by Karan Singh Yadav for Bhagwan Singh either in the Recall Application proceedings or in the Main Application under Section 482. As transpiring from the Order dated 02.04.2024, it appears that the main contention raised by Mr. Karan Singh was that the opponent no. 2 Bhagwan Singh was not given opportunity of filing counter affidavit before passing the judgment on 16.12.2019 in the Main Application under Section 482.

23. It further appears that Criminal Miscellaneous Recall Application Nos. 7/2020 and 8/2021 were also filed by one Advocate Mr. Alok Kumar Yadav on 20.12.2020 seeking condonation of delay and on 28.11.2020 seeking recall of the order dated 16.12.2019. Along with the said Applications, one affidavit with the signature of said Advocate Alok Kumar Yadav, without the signature of Bhagwan Singh on whose behalf it was sought to be filed and without the signature of the Oath Commissioner, was sought to be filed. The said Alok Yadav also filed his Vakalatnama on 28.11.2021 with the alleged thumb mark of Bhagwan Singh. All the said three Recall applications were argued by the Advocate Karan Singh Yadav purportedly on behalf of Bhagwan Singh, who was opponent No. 2 in the main proceedings under Section 482 filed by Ajay Katara. The Recall Application No. 3/2020 came to be rejected by the Court vide order dated 02.04.2024 by observing that the main case was argued by the two reputed Senior Advocates appearing for the opponent No. 2, as stated in the judgment dated 16.12.2019. The other two Recall Applications being No. 7/2020 and 8/2021 were not pressed for by the said Advocate Mr. Karan Singh Yadav and therefore were dismissed vide the said order dated 02.04.2024.

24. From the said proceedings of the High Court, it clearly emerges that though there was no Vakalatnama filed on behalf of Bhagwan Singh who was opponent No. 2 in the Application under Section 482 No. 41533 of 2019, two Senior Advocates and other Advocates made their submissions on behalf of Bhagwan Singh. After the final judgment was passed by the High Court on 16.12.2019, three Recall Applications came to be filed one after the other, almost four years after the said

judgment in the name of Bhagwan Singh and Rinki. The concerned advocates also appeared on behalf of the Bhagwan Singh without his authority, knowledge or consent.

25. From the aforesaid state of affairs, we are of the opinion that the Respondent No. 3 Mr. Sukhpal, son of Rishipal and Respondent No. 4 Ms. Rinki, wife of Sukhpal, with the able assistance of a battery of advocates in the Supreme Court namely AOR Mr. Anubhav Yashwant Yadav, Mr. R.P.S Yadav, Mr. Karan Singh Yadav along with the Advocate and notary Mr. A.N. Singh, and a battery of Advocates in the High Court namely Santosh Kumar Yadav, Jai Singh Yadav, Alok Kumar Yadav and Karan Singh Yadav and many other unknown persons had made brazen attempts to falsely implicate the Respondent No. 2 Ajay Katara by filing false proceedings in the name of Bhagwan Singh in the High Court and Supreme Court, by filing false and fabricated documents. Though, the said Bhagwan Singh had never met any of the said Advocates nor had instructed any advocates to file the proceedings in the High Court or the Supreme Court and, though he had never met his daughter Rinki and son-in-law, Sukh Pal since the time they had eloped and married with each other in 2013, they with the help and assistance of the said Advocates had tried to misuse and abuse the process of law and malign the stream of justice.

26. It is also very pertinent to note that as stated earlier, the said Respondent no. 2-Ajay Katara was the star witness in the famous Nitish Katara Murder Case and on the basis of his evidence along with the other evidence the accused in the said case namely Vikas Yadav and Vishal Yadav, (who happened to be the son and nephew of D.P. Yadav, Ex-Minister and Member of Parliament) were convicted and sentenced to imprisonment for life by the trial court. In the appeal, the High Court had confirmed the conviction and further ordered that the said two accused shall not be entitled to any remission till they have completed 25 years of actual sentence. The said judgment was also confirmed by the Supreme Court. Mr. Katara is made to suffer for being witness in the said case. As stated by him in the affidavit, he was subjected to continuous threats and still continues to be under pressure for having appeared as the witness. He has stated that before the said case, he had no case civil or criminal filed against him, and after the said case, he has been continuously targeted with a campaign of false and frivolous cases and named in around thirty-seven cases, including the present one at the behest of Yadav family and their associates. However, he has been cleared in 35 out of 37 cases.

27. It would not be out of place to reiterate that the witnesses play a vital role in facilitating the court to arrive at a correct findings, particularly in criminal trials. As rightly said by Jereny Bentham, an English Philosopher and jurist, "the witnesses are the eyes and ears of

justice.” They are the backbone in the decision making process in the adversial system prevalent in India. In the words of Whittaker Chambers, a witness is -

“a man whose life and faith are so completely one that when the challenge comes to step out and testify for his faith, he does so, disregarding all risks, accepting all consequences.”¹

As very aptly said in a book on Witness Protection-

“In search of truth, he plays that sacred role of the sun, which eliminates the darkness of ignorance and illuminates the face of justice, encircled by devils of humanity and compassion.”²

28. However, the condition of witnesses in the Indian Legal System is very pathetic. The witnesses are threatened, coerced by using force and lured by monetary considerations, at the instances of those who are in power, their henchmen and hirelings, with a view to smother and stifle truth, and to make mockery of justice. Though the “Witness Protection Scheme, 2018” has been framed by the Central Government and approved by this Court in *Mahendra Chawla v. Union of India*³ there is hardly any effective implementation of the same.

29. To create or to assist creating false documents and to use them as genuine knowing them to be false in the Court proceedings, to falsely implicate somebody in the false proceedings filed in the name of the person who had no knowledge whatsoever about the same are the acts attributable to the offences punishable under the Bhartiya Nyaya Sanhita, 2023. They are also acts of frauds committed not only on the person sought to be falsely implicated and on the person in whose name such false proceedings are filed without his knowledge and consent, but is a fraud committed on the Courts. No Court can allow itself to be used as an instrument of fraud and no Court can allow its eyes to be closed to the fact that it is being used as an instrument of fraud. As held by this Court in *V. Chandrasekaran v. Administrative Officer*⁴

“The judicial process cannot become an instrument of oppression or abuse, or a means in the process of the court to subvert justice, for the reason that the court exercises its jurisdiction, only in furtherance of justice. The interests of justice and public interest coalesce, and therefore, they are very often one and the same. A petition or an affidavit containing a misleading and/or an inaccurate statement, only to achieve an ulterior purpose, amounts to an abuse of process of the court.”

30. The matter assumes serious concern when the Advocates who are the officers of the Court are involved and when they actively participate in the ill-motivated litigations of the unscrupulous litigants.

and assist them in misusing and abusing the process of law to achieve their ulterior purposes.

31. People repose immense faith in Judiciary, and the Bar being an integral part of the Justice delivery system, has been assigned a very crucial role for preserving the independence of justice and the very democratic set up of the country. The legal profession is perceived to be essentially a service oriented, noble profession and the lawyers are perceived to be very responsible officers of the court and an important adjunct of the administration of justice. In the process of overall depletion and erosion of ethical values and degradation of the professional ethics, the instances of professional misconduct are also on rise. There is a great sanctity attached to the proceedings conducted in the court. Every Advocate putting his signatures on the Vakalatnamas and on the documents to be filed in the Courts, and every Advocate appearing for a party in the courts, particularly in the Supreme Court, the highest court of the country is presumed to have filed the proceedings and put his/her appearance with all sense of responsibility and seriousness. No professional much less legal professional, is immuned from being prosecuted for his/her criminal misdeeds.

32. In the extraordinary facts and circumstances, and considering the gravity and seriousness of the case, when the High Court and Supreme Court were sought to be taken for a ride and when the entire justice delivery system was sought to be put to stake, by the respondent no. 3 Mr. Sukhpal, the respondent no. 4 Ms. Rinki, and their concerned associates and the Advocates, who helped them in forging and fabricating the documents to be filed in the High Court and Supreme Court, and to pursue the false proceedings filed in the name of Bhagwan Singh without his knowledge, consent or authority, we deem it appropriate to hand over the investigation of the case to the CBI. The CBI shall register the regular case, after holding preliminary inquiry if necessary to do so, against all the persons found involved and responsible, and shall investigate all the links leading to the commission of the alleged crimes and fraud on court. The Director, CBI is directed to do the needful in this regard and to submit the report to this court within two months. The office is directed to hand over Original Record of the Application under Section 482 No. 41533/2019 and Recall Applications 3/2020, 7/2020 and 8/2021 and the Original Record of the instant Appeals to the Director, CBI in a sealed cover, after retaining the certified copies of all the records of the said proceedings and instant appeals.

WAY FORWARD TO CORRECTIVE MEASURES

33. This is the opportune time to remind the Advocates about the Standard of Professional misconduct and Etiquettes as contained in Chapter II Part VI of the Bar Council of India Rules. As stated in the

Preamble thereof, an Advocate shall, at all times, comport himself in a manner befitting his status as an officer of the Court, a privileged member of the community, and a gentleman, bearing in mind that what may be lawful and moral for a person who is not a member of the Bar, or for a member of the Bar in his non-professional capacity, may still be improper for an advocate. Though an Advocate is expected to fearlessly uphold the interests of his client, his conduct must conform to the Rules of Conduct and Etiquettes laid down in the said Chapter, both in letter and in spirit.

34. The role and the duty of the Advocates particularly Advocates-on-Record are contained in Order IV of the Supreme Court Rules, 2013. The relevant part of Rule 7 Order IV of the said Rules reads as under:

"7. (a).

(b) (i) Where the vakalatnama is executed in the presence of the Advocate-on-Record, he shall certify that it was executed in his presence.

(ii) Where the Advocate-on-Record merely accepts the vakalatnama which is already duly executed in the presence of a Notary or an advocate, he shall make an endorsement thereon that he has satisfied himself about the due execution of the vakalatnama."

35. The Special Leave Petitions civil or criminal have to be filed in the Supreme Court in compliance with the Rules contained in Order XXI and XXII of the said Rules.

36. As observed by this Court in *Saumya Chaurasia v. Directorate of Enforcement*⁵ -

"13. It cannot be gainsaid that every party approaching the court seeking justice is expected to make full and correct disclosure of material facts and that every advocate being an officer of the court, though appearing for a particular party, is expected to assist the court fairly in carrying out its function to administer the justice. It hardly needs to be emphasised that a very high standard of professionalism and legal acumen is expected from the advocates particularly designated senior advocates appearing in the highest court of the country so that their professionalism may be followed and emulated by the advocates practising in the High Courts and the District Courts. Though it is true that the advocates would settle the pleadings and argue in the courts on instructions given by their clients, however their duty to diligently verify the facts from the record of the case, using their legal acumen for which they are engaged, cannot be obliterated."

37. Similarly, the Notaries Act, 1952 regulates the profession of Notaries. The functions and duties of Notaries are enumerated in

Section 8 thereof. The transaction of business by a Notary is contained in Rule 11 of the Notaries Rules, 1956. Any acts or omissions thereof, on the part of the Notary would tantamount to misconduct, and the person complained against would be unfit to be a Notary.

38. Having recorded above, the Registry is directed to send a copy of the order to the Bar Council of India and to the Government of India for necessary perusal and action as may be deemed necessary.

39. So far as the listing of the names of the Advocates in the Order Sheets is concerned, in response to the order passed by the Court on 28.08.2024, directing the Registry to explain as to on what basis and why the names of so many Advocates are being shown in the Order Sheets/Record of Proceedings though, they would be neither appearing as an AOR nor as arguing/Senior Counsel, it has been submitted by the concerned officers i.e. AR-cum-PS/Court Masters *inter alia* that the Advocate on Records have been authorized to put in appearance of the Advocates appearing with or on his/her behalf on the portal for filing online appearance slips in view of Office Circular dated 30.12.2022. It is further stated that it is not possible for the Court Masters to recognize every Advocate appearing in the Court rooms by face and therefore, they have to rely upon the appearance put in by the Advocates-on-Record. In case a Senior Advocate is appearing but his/her name is not reflected in the appearance slip, the Court Masters include their names. The said Circular/Notice dated 30.12.2022 relied upon by the AR-cum-PSs/Court Masters reads as under:

"SUPREME COURT OF INDIA

F. No. 5/Judl./2022

Dated : 30th December, 2022

NOTICE

Re : Activation of Portal of Filing Online Appearance Slips

Take Notice that an Online Module has been developed to facilitate procedure of marking appearances of the Advocates in the Record of Proceedings, which is going to be activated from 02.01.2023.

Take Notice that the Advocates-on-Record may mark the appearances of the Advocates appearing in the Court through the link provided on the website <http://main.sci.gov.in> and on the Office Mobile App of the Supreme Court of India. The said facility shall be available for the duration spanning from the publication of the Cause List on the website till 11.30 a.m. on the date of hearing of the matter. The User Manual for the same is available on the website.

In case of any query, the Advocates-on-Record may contact the concerned Court Masters, whose contact details are available on the website on daily basis.

Take further Notice that the existing practice of submitting

appearance slips on Court-wise e-mail IDs shall stand dispensed with w.e.f. 02.01.2023.

Sd/-

(Puneet Sehgal)

(Chirag Bhanu Singh)

Registrar (J-III)

Registrar (J-I)"

40. From the bare reading of Notice, it clearly transpires that the Notice only permits the Advocate-On-Record to mark the appearances of the Advocates appearing in the Court, through the link provided on the website or on the office mobile app of the Supreme Court. Meaning thereby, the Advocate on Record may mark the appearances of those Advocates who are actually appearing in the case i.e. the Advocate-on-Record and the Advocates who are going to appear and argue the case on a particular day of hearing. The Advocate on Record is expected to know before 11 : 30 a.m. on the date of hearing as to which Advocate/Advocates is/are going to appear/argue the particular case, and is accordingly required to mark their appearances as instructed in the Notice. The Notice nowhere permits the Advocates-on-Record to mark appearances of the Advocates who are not authorized either to appear and argue the case.

41. Recently the Coordinate Bench on interpretation of the said Circular dated 30.12.2022 vide the Order dated 29.08.2024 in Contempt Petition(C) No. 1188/2018 in C.A. No. 2703 of 2017 observed and directed as under:

"4. We have perused circular of the Supreme Court Registry dated 30th December, 2022 by which a portal for online appearance was activated w.e.f. 02.01.2023. In terms of the said circular, the Advocates-on-Record are permitted to mark appearances of the "advocates appearing in court." Meaning thereby, sch instruction casts onerous responsibility on the Advocates-on-Record to furnish information of the advocate appearing online or physically in the case. Apparently, it would mean that the advocate who is either present in the case or assisting them in the Court, the presence of only those is to be marked. It would not mean that the advocate, who is neither present personally nor online, may be allowed to mark his presence by furnishing online information. We cannot loose sight of the fact that furnishing such information may have bearing on the sanctity of the Court proceedings in the case.

5. We may hasten to observe that on the basis of the presence of the counsel in the proceedings, the advocates may be entitled to get certain benefits such as allotment of chamber, designation of senior advocates and other. In the long run, if the advocates, who are not

present in the Court are permitted to mark their presence, it may have adverse impact on those Bar members who are appearing regularly. Therefore, for sanctity of the proceedings and for betterment of the Institution, online information ought to be submitted of only those advocates who are either appearing or assisting during hearing, personally or online.

6. In view of aforesaid, we forthwith direct that in this Court, online presence of only those advocates be furnished and be marked who are appearing or assisting during hearing as indicated above and not of those who are not present in Court but may be associated in office of the advocates.

7. As observed, we request the member of the Supreme Court Bar Association and Supreme Court Advocates-on-Record Association to furnish online presence only of those advocates as indicated, and ensure its compliance in true sense and spirit. We also request the Presidents of respective Bar Associations of the Supreme Court to look into the issue and notify the members for taking corrective steps.

8. A copy of this order be sent to the President of the Supreme Court Bar Association and of Supreme Court Advocates-on-Record Association for information and acknowledgment.”

42. In view of the said Notice/Circular dated 30.12.2022 and in furtherance of the afore-stated order passed by the Coordinate Bench, it is directed that the Advocates on-Record may mark the appearances of only those Advocates who are authorized to appear and argue the case on the particular day of hearing. Such names shall be given by the Advocate on Record on each day of hearing of the case as instructed in the Notice. If there is any change in the name of the arguing Advocate, it shall be duty of the concerned Advocate-on-Record to inform the concerned Court Master in advance or at the time of hearing of the case. The concerned Officers/Court Masters shall act accordingly.

43. The Appeals stand disposed of in terms of this Order. However, the same be listed for the submission of the Report by the CBI on 25th November, 2024.

¹ **Whittaker Chambers, WITNESS QUOTES (Washington DC, Regnery Gateway, 1952) p. 5**

² **Witness Protection in Criminal Trial in India by Girish Abhyankar & Asawari Abhyankar**

³ **(2019) 14 SCC 615**

⁴ **(2012) 12 SCC 133**

⁵ **(2024) 6 SCC 401**

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ANNEXURE A-7

2021 SCC OnLine Del 4763

In the High Court of Delhi at New Delhi
(BEFORE PRATHIBA M. SINGH, J.)

KBT Plastics Pvt. Ltd. and Another ... Petitioners;
Versus

Rajender Singh ... Respondent.

W.P.(C) 12072/2019 and CM APPLs. 49462/2019, 25815/2021

Decided on October 21, 2021

Advocates who appeared in this case:

Mr. Rachit Batra, Advocate (M : 9818383584)

Mr. Sumit Kumar, Advocate with Respondent in person (M : 9810603901)

Mr. Rabindra Nanda, Oath Commissioner (M : 9971386901)

The Judgment of the Court was delivered by

PRATHIBA M. SINGH, J. (Oral):— This hearing has been done through hybrid mode.

2. The present writ petition has been filed by the Managements of Petitioner Nos. 1 & 2 challenging the Award dated 07th September, 2019 passed by the Labour Court-V, Rouse Avenue Court Complex (*hereinafter "Labour Court"*) in **ID No. 2170/17** titled *Sh. Rajender Singh v. KBT Pvt. Ltd.*

3. The background of the case is that the Respondent/Workman was employed with the Petitioners/Managements as a field worker at a monthly salary of Rs. 10,000/-. The dispute arises out of the alleged illegal termination of the Workman's services by the Management on 22nd July, 2016. Thereafter, on 22nd July, 2017, the Workman filed his claim petition before the Labour Court. The case of the Workman is that he joined services with the Management on 1st April, 2007, after which the Management failed to provide benefits such as appointment letter, weekly and yearly leave, overtime allowance, bonus etc. When the aforementioned benefits were demanded by the Workman, his services were illegally terminated on 22nd July, 2016 without any notice and payment of earned wages for the period between 1st May, 2016 to 21st July, 2016. It was also averred by the Workman that the Managements' firms are being run by the same owners and the Workman was forced to work for both the firms.

4. On the other hand, the case of the Management is that the Workman was employed with the Petitioner No. 1 on 1st December, 2010 and has been absconding from his duties from 31st July, 2012 onwards, without any notice. It is submitted that the Workman again approached the Management to join his duties and was reemployed on 11th November, 2014. However, the Workman misappropriated an amount of Rs. 20,000/- belonging to the Petitioner No. 1 and thereafter, absconded from service yet again in July, 2016. Thus, it is the stand of the Management that the Workman's services were terminated by the Management and the Workman left the job of his own accord.

5. Vide impugned Award dated 07th September, 2019, the Labour Court has, after holding that the Respondent/Workman was an employee of both the Petitioners/Managements and that the Petitioner No. 2 had intentionally concealed true facts from the Court, directed Petitioner No. 1 to reinstate the Workman with back wages equivalent to 1.5 times of the wages payable to a skilled worker. Further, the Labour Court has awarded a sum of Rs. 5 lakhs as compensation to the Workman for harassment, illegal termination and legal costs. The operative portion of the impugned

Award dated 7th September, 2019 is extracted below:

""ISSUE No. 2 : RELIEF

46. *In view of the discussion made while deciding issue no. 1 whereby the court has given a finding to the effect that the claimant was an employee of both the managements but the management no. 2. intentionally has not come with clean hands before the court in this respect by denying the relationship, it is very much clear that the claimant was provided salary by the management no. 1 only but being made to work with both the managements and as such he is entitled to salary from both the managements and in these circumstances, the court deems it fit to hold that the claimant is entitled to a salary as applicable to a skilled worker plus further half salary as applicable to a skilled worker i.e. one and a half time salary of a skilled worker per month, on account of being employed by two managements at the same time.*

47. *Hence, the claimant is held entitled to the relief of reinstatement with full backwages at the rate of minimum wages as applicable in the case of a skilled worker from time to time, at the rate of one and a half time, if the actual wages are lower than that and in case the actual wages are higher than that, at the rate of actual wages, along with continuity of services and all other consequential benefits besides a compensation of Rs. 5 lacs towards harassment, illegal termination and legal cost.*

48. *In case the management fails to give effect to the award within 30 days from the date of publication of the same, claimant is also entitled to simple interest @ 9% p.a. on the amount payable to him till the date the same is actually paid.*

49. *Reference answered accordingly."*

6. Aggrieved by the impugned Award dated 7th September, 2019, the Petitioners/Managements preferred the present petition challenging the same. In the course of the proceedings before this Court, notice was issued vide order dated 18th November, 2019. Thereafter, an application seeking litigation expenses was moved by the Workman and the same was listed for the first time on 12th August, 2021. Vide order dated 29th September, 2021, Id. Counsel for the Petitioner had brought to the notice of the Court that the signature of the Deponent i.e., the Workman, in the counter affidavit and the affidavit supporting the application for litigation expenses do not match. Thus, the Workman was directed to appear in person.

7. On the next date i.e., 1st October, 2021, the Workman appeared in person and reaffirmed that the signatures in the said affidavit did not belong to him. It was also noted that the Id. Counsel appearing for the Workman had falsely identified the Deponent having signed the affidavit, as the affidavit was not signed in his presence. Thus, this Court observed that the practice of filing affidavits without actual and proper signatures of the deponent and the Id. Counsels identifying the same in spite of the Deponent not having signed in their presence, as also the Oath Commissioner attesting the affidavit without the Deponent being present, ought to be deprecated. The said order reads as under:

"2. *The Respondent has appeared in person today, and submits that the signatures in the affidavit, supporting the application for litigation expenses, are not his signatures. He submits that at the time when the application was to be signed, he had hurt his right hand and thus, had asked his friend Mr. Gurpreet Singh to sign on his behalf.*

3. *The Id. Counsel for the Respondent, Mr. Sumit Kumar, has also identified the deponent's signature without considering as to who had signed the affidavit. It is also not clear as to who appeared before the Oath Commissioner.*

4. *One Mr. Aman Yadav, the court clerk of the Respondent's counsel states that*

he is an individual clerk who works for various lawyers. He submits that the Aadhar card number of the Respondent was given to the Oath Commissioner.

5. From the above facts, it is clear that the deponent of the affidavit, in fact, did not sign the affidavit in support of the application seeking litigation expenses, at all. The Id. Counsel appearing for the Respondent has also misleadingly identified the deponent having signed the affidavit, as the affidavit was not signed in his presence. When confronted with the same, he apologises to the Court.

6. The practice of filing affidavits without actual/proper signatures of the deponent, the Id. counsel identifying the same in spite of the deponent not having signed in front of him, and the Oath Commissioner attesting the affidavit without the deponent being present, ought to be deprecated.

7. Repeatedly, Courts have observed that such practices are being followed by counsels, court clerks, as also litigants. This would clearly be contrary to the provisions of the Advocates Act 1961, Oaths Act, 1969, and various other statutes.

8. Accordingly, let the original application for litigation expenses, along with the original affidavit, which has been attested by the Oath Commissioner, be handed over to the Court Master, and the same be taken on record."

8. Pursuant to the order dated 1st October, 2021, the original application for litigation expenses was handed over to the Court Master along with the supporting affidavit, and a fresh application was also filed by the Id. Counsel for the Workman.

9. On the last date i.e., 7th October, 2021, the Oath Commissioner, Mr. Rabindra Nanda, had appeared before this Court and produced his register containing the attestation records of 4th October, 2021. After a perusal of the said register, the Oath Commissioner was directed to produce the register with the attestation records of 5th August, 2021 i.e., the date on which the affidavit in question was signed and verified.

10. Further to the previous order dated 7th October, 2021, the Oath Commissioner, has appeared and has shown to the Court the original register maintained by him for 5th August, 2021. A perusal of the same shows that the signature in the Oath Commissioner's register does not match with the signature in the affidavit supporting the application for litigation expenses filed by the Respondent/Workman. On being questioned as to the process followed by the Oath Commissioner, he states that since the affidavit was identified by Mr. Sumit Kumar, Id. Counsel for the Deponent, he merely took the Aadhaar Number of the Deponent, and took some signatures in the register. He categorically informs the Court that the Deponent was not present on 5th August, 2021. He also states that the signatures on the register on 5th August, 2021 was made by the Deponent when he came on 4th October, 2021 to sign the fresh application seeking litigation expenses and the supporting affidavit. He submits that the court clerk of the Respondent's Counsel, Mr. Aman Yadav got four affidavits attested on the same date i.e., 5th August 2021, and all four of the deponents were not present. The Oath Commissioner apologises for the events that have transpired.

11. It is clear from the above facts so also the facts noted in the previous orders that the application which was originally filed before the Court seeking litigation expenses was not filed with the deponent's signatures. The signatures on the same were of some other person. Mr. Sumit Kumar, Id. Counsel for the Respondent/Workman falsely identified the Deponent as it is now evident and admitted by the Deponent, Mr. Rajender Singh, that he did not sign the affidavit dated 5th August, 2021. Thus, the first instance where a mistake was committed by the Id. Counsel for the Deponent was when he identified the signature on the affidavit as belonging to the Deponent, despite it being in his knowledge that the affidavit was signed by someone else. It is now admitted by Mr. Sumit Kumar, Id. Counsel that he

had wrongly identified the signature of the Deponent and he also tenders his apology in this regard. The Oath Commissioner has attested the affidavit on the basis of the identification done by the Id. Counsel for the Respondent/Deponent. The Oath Commissioner has also now permitted the deponent to append his signature in the register on 5th August, 2021 at a later in point of time, when the Deponent had appeared on 4th October, 2021.

12. This Court has noticed that the entire manner in which the affidavit has been filed before the Court, is contrary to the applicable provisions of law. The counsel, court clerk, the Oath Commissioner and the Deponent have collectively filed a forged affidavit before this Court. The sanctity and integrity of affidavits would be completely destroyed if such procedure is permitted to be followed.

13. In this regard, the observations of the Ld. Single Judge of the Karnataka High Court in *V.R. Kamath v. Divisional Controller, Karnataka State Road Transport Corporation* [AIR 1997 Kar 275] are found to be relevant in the present case. The said observations read as under:

"3. Notaries and Oath Commissioners are required to follow the Rules carefully in administering oath/affirmation. The act should not be done in a casual or incomplete manner giving room for an impression that the affidavit has been attested in the absence of the deponent or that the affidavit has been attested on a day other than the day on which it was signed by the deponent or that the transaction has not been entered in the Oath Register. The possibility of a mix up in regard to the persons signing the affidavits or possibility of an oath or affirmation being administered to a wrong person, is a matter of grave concern. The Rules have been framed precisely to safeguard against such contingencies and to ensure that such mistakes do not occur. On account of the Rules not being followed sincerely, such mistakes and mixups continue to occur.

4. It is unfortunate that the importance of affidavits and the seriousness attached to due and proper execution thereof is constantly ignored or missed by the persons concerned. An affidavit is not a mere typed format, to be signed and attested as an empty formality. An affidavit is a solemn and voluntary declaration or statement of facts in writing, relating to matters in question or at issue, and sworn or affirmed and signed by the deponent before a person or officer duly authorised to administer such oath or affirmation. An affidavit constitutes evidence, where so provided or agreed. Ordinarily evidence has to be recorded viva voce and matters should be decided on such oral evidence. But in several types of cases, in particular summary proceedings, facts are permitted to be proved by affidavits; and affidavits are treated as a substitute for oral evidence. The Courts are required to determine disputes or causes and make orders or give judgments, acting on such affidavits. In the absence of due 'affirmation' or 'swearing', an affidavit has no value and in fact is not valid.

4.1. Order 19, Rule 1 of C.P.C. provides that any Court may order that particular fact may be proved by affidavit. Order 37A, Rule 3 of CPC provides that every interlocutory application shall be supported by an affidavit. Chapter X, Rule 2 of the High Court of Karnataka Rules, 1959 provides that every interlocutory application shall be supported by an affidavit.

4.2. Writ Petitions being summary proceedings, are decided on the basis of affidavits. Rule 3 of the Writ Proceedings Rules, 1977 provides that every petition under Articles 226 and 227 of the Constitution of India shall be supported by an affidavit in the prescribed form verifying the facts set out in the petition, specifically indicating which facts are verified from knowledge of the deponent and which facts from information and his belief and also contain a statement that the copies of documents produced are true copies. Rules 5 and 21 of the said Writ Rules provide

that objections to a writ petition and a reply to objections in a writ petition shall also be supported by affidavits. Unless the subject-matter involves complicated questions of facts requiring oral evidence, the writ petitions are decided on the averments contained in the writ petition and the statement of objections, truth of which is affirmed in the affidavits verifying such writ petition and statement of objections.

4.3. Thus, when an affidavit is tendered in Court, it is intended to be acted upon as evidence in such proceedings. Evidence, unless given on oath or solemn affirmation, is of no value. Normally administering oath before recording evidence is the function of persons authorised to receive evidence. This important and solemn function is assigned and entrusted to Notaries, Oath Commissioners and Designated Officers, under Code of Civil Procedure, Code of Criminal Procedure and High Court Rules. Persons entrusted with the duty and power of administering oath or affirmation should always bear in mind, the solemnity and sanctity attached to the act of administering oath/affirmation; they should not forget that affidavits are intended to be acted upon as evidence for rendering decisions determining rights and obligations of parties. Decisions on Writ Petition, Civil Petitions, Interlocutory Petitions wholly depend on averments affirmed by affidavit, replacing the requirement of oral evidence. Administering oath/affirmation to a wrong deponent is nothing but permitting impersonation of a witness giving evidence. Making an endorsement relating to administration of oath or affirmation in the absence of a party, is similar to recording evidence in the absence of the witness. Such things should not happen; these things cannot be permitted to happen; and that these matters are required to be reminded to the persons concerned, is an indication of the sad state of affairs.

14. The Delhi High Court has also issued 'Instructions to an Oath Commissioner', vide Circular No. 332/Genl-II/DHC dated 14th September, 2001, further substituted by substituted vide Circular No. 148/Genl/DHC dated 21st February, 2014. The said Circular dated 14th September, 2001 stipulates as under:

- "1. An Oath Commissioner is given a commission under the provisions of Section 139 of the Civil Procedure Code, 1908, Section 297 of the Criminal Procedure Code, 1973 and Section 3 of the Oaths Act, 1969 for attesting affidavits for judicial proceedings only. An Oath Commissioner cannot attest an affidavit which is intended to be filed for administrative purposes or before an executive authority.*
- 2. An Oath Commissioner is appointed for a particular period and for a particular Court Complex. He/she is expected to be available in that particular Court Complex during the period of the commission.*
- 3. Oath Commissioners will mutually decide, in consultation with the Bar Association of the Court Complex to which they have been appointed, the place or places where they (or any one of them) will be available for attesting an affidavit.*
- 4. The Bar Association of the concerned Court Complex shall ensure that adequate space is available to an Oath Commissioner for attesting affidavits between 10.00 am and 5.00 pm on every working day.*
- 5. At least one Oath Commissioner should be available for attesting affidavits at the place or places designated by the concerned Bar Association between 10.00 am to 5.00 pm on every working day.*
- 6. The Bar Association of the concerned Court Complex shall ensure that all Oath Commissioners adhere to the timings prescribed for their availability.*
- 7.(*)¹ All Oath Commissioners are henceforth permitted to attest the affidavits from*

their respective offices including Chambers with the Court Complex, while maintaining the system of rotational duty in the designated Oath Commissioners' Room. There shall be, at-least, one Oath Commissioner available between 10.00 am and 5.00 pm on all working days in the Oath Commissioners Room by rotation. However, attestation work shall not be done within the precincts of the Court Buildings, including lobby area, Consultation room, Bar room, library, Lawyers Canteen etc. These instructions will be adhered to by Oath Commissioners in letter and spirit.

8. *Between 10.00 am and 5.00 pm, every Oath Commissioner shall, while attesting an affidavit at the designated place or places, maintain the dress code prescribed by the High Court for practising advocates.*
9. *All Oath Commissioners shall (whether attesting affidavits at the designated place(s) or otherwise) maintain a register clearly giving the following:—*
 - a) *Date and serial No. of the affidavit.*
 - b) *Case No. for which the affidavit is being attested. In the event of a new case, the case number may be left blank.*
 - c) *Name of the deponent.*
 - d) *Name of the father/mother of the deponent.*
 - e) *Address of the deponent as per the affidavit.*
 - f) *Name of the person identifying the deponent.*
 - g) *Signature of the deponent.*

(Note : The Address of the person identifying the deponent should also be given - but this may prove cumbersome)

10. *Every Oath Commissioner shall maintain three rubber stamps as prescribed by the High Court. These rubber stamps shall provide for the following:*
 - a) *Name of the Oath Commissioner in block letters.*
 - b) *Number given by the High Court to the Oath Commissioner.*
 - c) *Period of of Commission.*
 - d) *A statement that the Oath Commissioner has been appointed by the High Court.*
 - e) *Space for the name, occupation and signature of the person identifying the deponent.*
 - f) *The name of the deponent.*
 - g) *The name of the father/mother of the deponent.*
 - h) *The address of the deponent.*
 - i) *Date and serial number of the affidavit.*
 - j) *Space for the signature of the Oath Commissioner.*
11. *An Oath Commissioner attesting an affidavit shall scrutinize the document as to its correct form.*
12. *Where the deponent of an affidavit is known to the Oath Commissioner, he shall append on it a certificate to that effect.*
13. *Where the deponent of an affidavit is illiterate or is not conversant with the language in which the affidavit is written, the Oath Commissioner shall, before attesting the same, translate and interpret the contents of the affidavit to the deponent in the language known to the deponent and shall separately certify the fact of his/her having done so.*
14. *Where the deponent understands the language in which the affidavit is written, it is enough if the Oath Commissioner certifies that the contents of the affidavit has been duly read over by the deponent and that the deponent has duly acknowledged the same to be true and correct.*

15. *Where the deponent is a "Pardanashin" lady she shall, unless she is known to the person attesting the affidavit, be identified by a person to whom she is known and that person shall prove the identification by means of a separate affidavit.*

16. *Every exhibit annexed to an affidavit shall be marked, initialled and dated by the Oath Commissioner before it is sworn to or affirmed.*

17. *** The Register(s) maintained by an Oath Commissioner shall be deposited after expiry of his/her term with the District and Sessions Judge, or the High Court, as the case may be.*

It is made explicitly clear to all Oath Commissioners that any violation of the above instructions will result in cancellation of the commission given to an Oath Commissioner.

This circular is issued in suspension of the circulars dated 4th August, 1967, No. 61/Genl./G.I./OC/IX.B.2 dated 7th August, 1973, No. 111/Genl.II/G.I. Dated 8th May, 1975, No. 249 and 250/Genl./G.I./OC/DHC dated 22nd November, 1986 and other instructions issued from time to time and on the direction of the Delhi High Court.

*(**) Vide orders dated 13.07.2017 of this Court Clause 17 is re-produced as under:—*

"The Register(s) maintained by an Oath Commissioner shall be deposited at the end of each Calendar year with the concerned District and Sessions Judge, Registrar General of Delhi High Court and Secretary General of Supreme Court of India, as the case may be."

15. Considering the fact that the Respondent was a Workman, this Court takes a sympathetic view against the Respondent. Insofar as the Respondent's Counsel, Mr. Sumit Kumar, is concerned, he has given an apology on the last date which has been recorded by the Court. The said apology is accepted on this one occasion. The present order along with the acceptance of the apology by this Court shall be sent to the Bar Council of Delhi and shall remain in their records. However, if there is any future case in which such complaints are raised against Mr. Sumit Kumar, action would be liable to be taken by the Bar Council of Delhi. In such a situation, the present case would also be reactivated and the apology advanced by the Counsel shall stand withdrawn. The Bar Council would then be free to proceed in accordance with law and take strict action. The Oath Commissioner is cautioned to ensure that, in future, the genuinity of the Deponent is ascertained before attesting affidavits in an indiscriminate and blind fashion.

16. The Counsel for the Respondent shall deposit a sum of Rs. 5,000/- with The Delhi High Court Middle Income Group Legal Aid Society for their improper conduct in this present petition. The proof of payment of the same shall be placed before this Court. Insofar as the Oath Commissioner is concerned, in view of the unconditional apology made by the Oath Commissioner, no costs are being imposed on him. The original register is returned to the Oath Commissioner.

17. Insofar as the Respondent/Deponent is concerned, considering the fact that the clients usually go by the advice of the Counsels in terms of signing of affidavits and applications as also bearing in mind the fact that the Respondent is a Workman, no action is being taken against the Respondent/Deponent.

18. The parties have also been heard on merits. Since the Respondent was present in Court, the Court put a query to him as to whether he is willing to join back the Petitioners/Managements. He expressed reluctance to join the Petitioners/Managements on the ground that he does not expect them to behave well with him. Therefore, it is clear that no useful purpose would be served with the relief

of reinstatement in service.

19. Vide the impugned Award dated 7th September, 2019 passed by the Labour Court in **New ID No. 2170-17** titled *Sh. Rajender Singh v. KBT Pvt. Ltd.*, the Labour Court has considered the Respondent to be a skilled worker, and has also held that he is entitled to a salary as applicable to a skilled worker in addition to half the salary as applicable to a skilled worker i.e. one and a half time salary of a skilled worker per month, on account of being employed by two Managements at the same time. Further, the Respondent has been granted a compensation of Rs. 5 lakhs towards harassment, illegal termination and legal costs. In the facts of the present case, the amount awarded to the Respondent seems to be on the higher side. The Petitioner has already deposited a sum of approximately Rs. 3.59 lakhs, and the amount which is lying in the Fixed Deposit as of 8th October, 2021 is Rs. 3,91,771/-. Mr. Sumit Kumar, Id. Counsel for the Workman has stated that the Respondent is willing to accept a full and final settlement of Rs. 3,50,000/-, in respect of the dispute between the parties. Mr. Batra, Id. Counsel for the Petitioner/Management is also willing to resolve the dispute. In view of the above conduct of the Respondent and his counsel, a sum of Rs. 20,000/- is being directed to be deposited from the settlement amount, for a charitable purpose.

20. Accordingly, the following directions are issued:

- i) A sum of Rs. 3,30,000/- is directed to be released in favour of the Respondent/Workman within a period of two weeks as a full and final settlement and satisfaction of the impugned Award dated 7th September, 2019.
- ii) In view of the conduct of the Respondent/Workman, his Counsel and the various facts recorded above, a sum of Rs. 20,000/- out of the amount lying deposited shall be credited to The Delhi High Court Middle Income Group Legal Aid Society (A/c No. 15530110135488, UCO Bank, High Court of Delhi). The sum of Rs. 5,000/- which was imposed on the Counsel shall, thus, stand satisfied in view of this deposit.
- iii) The remaining amount lying with the bank shall be refunded to the Petitioner/Management. The TDS on the interest component shall be borne by the Petitioner/Management in this case.

21. The fresh application dated 4th October 2021 filed on behalf of the Workman for litigation expenses has been handed over in Court today and the same is to be numbered by the Registry.

22. With these observations, the petition along with pending applications is disposed of by awarding lump sum compensation to the Respondent/Workman in lieu of reinstatement in service. This shall be a full and final settlement of disputes between the parties and the workman shall not be entitled to claim any further amounts from the Management.

Directions qua attestation of affidavits:

23. Considering the facts of the present case and the manner in which the affidavit came to be attested, without the deponent having even signed the affidavit, the manner in which the counsel identified the deponent's signatures, and the attestation of the said affidavit by the Oath Commissioner, this Court is of the opinion that certain safeguards need to be prescribed to maintain the sanctity of the process of signing and attestation of affidavits, which are statements on oath filed before a Court. Accordingly, in addition to the conditions stipulated by the Delhi High Court in the Circular extracted above, the following safeguards shall also be followed for the purposes of attestation of affidavits:

- (a) Whenever advocates identify the deponents on affidavits, the advocates shall ensure that the deponent is signing in their presence.
- (b) Whenever affidavits are identified by the Counsels for the deponents, the

enrolment number and the mobile number of the Counsel shall be mentioned below the signature and name of the advocate concerned.

- (c) Oath Commissioners/Notaries before whom the deponents do not appear personally, shall attest the affidavits on the basis of the identification of the advocates where the particulars in (b) above are fully mentioned. In addition, details of a Government issued ID card, such as Aadhaar card, passport, PAN card shall be mentioned in the Register of the Oath Commissioner or Notary concerned, along with the name and mobile number of the person who has brought the affidavit for attestation such as a Court Clerk, *Munshi* etc.

24. The present order be communicated to the worthy Registrar General of this Court, for considering whether fresh and comprehensive guidelines need to be issued for attestation of affidavits by Oath Commissioners and Notaries. Let a copy of this order be communicated to the Bar Council of Delhi for maintaining the same in their records. The present order be also circulated to all the Bar Associations in Delhi including the DHCBA.

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¹ Substituted vide Circular No. 148/Genl/DHC dated 21.02.2014.

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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 16514/2023 & CM APPLs. 66570-66571/2023

WAHID KHAN

..... Petitioner

Through: Mr. Sohail Khan, Advocate
alongwith Petitioner in Person.

versus

MUNICIPAL CORPORATION
OF DELHI & ORS.

..... Respondents

Through: Mr. Pritish Sabharwal, Advocate
for MCD.Mr. Manish Kr. Srivastava, Mr.
Moksh Arora, Mr. Santosh
Ramdurg & Mr. Yash Srivastava,
Advocates for R-4.**CORAM:****HON'BLE MR. JUSTICE PRATEEK JALAN****ORDER**

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21.12.2023**CM APPL. 66571/2023(Exemption)**

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

W.P.(C) 16514/2023 & CM APPL. 66570/2023

1. The petitioner has filed this petition seeking action in respect of alleged unauthorised construction in property No. *E-16/927, Bapa Nagar, Tank Road, New Delhi-110005*. The petitioner claims to be a resident of the neighbouring property. According to the petitioner, unauthorised construction has been carried out at the instance of respondent Nos. 3 to 5 herein.
2. The petitioner had earlier moved this Court for similar relief by way of W.P.(C) 9856/2023 [*Wahid Khan vs. MCD & Ors*]. The said writ



petition was disposed of on 27.07.2023 recording the submission of learned counsel for Municipal Corporation of Delhi [“MCD”] that demolition orders have already been passed on 06.02.2023 and 31.05.2023, and that MCD proposes to take action in respect thereof expeditiously.

3. The petitioner states that despite a complaint to the Special Task Force [“STF”] on 22.09.2023, no further action has been taken by MCD.

4. Mr. Pritish Sabharwal, learned counsel for MCD, submits that the petitioner has filed a contempt petition [CONT.CAS(C) 1918/2023] on the same cause of action i.e. non-compliance with the order dated 27.07.2023. The contempt petition was listed before the Roster Bench today and has been disposed of, in the absence of the learned counsel for the petitioner, directing MCD to take necessary action expeditiously in accordance with law.

5. When the matter was taken up at first call, Mr. Sohail Khan, learned counsel for the petitioner, stated that he was unaware of the filing of the contempt petition. On second call, a copy of the contempt petition has been handed up in Court by Mr. Sabharwal and the petitioner is also present in person.

6. The petitioner denies having filed the contempt petition or authorised any counsel to do so, although he states that learned counsel who has filed the contempt petition, Mr. Asad Iqbal, Advocate, was his counsel in the earlier writ petition.

7. This is a serious matter which calls for further inquiry. If it is found that the contempt petition has, in fact, been filed by the same petitioner, he is *prima facie* indulging in forum shopping and suppression of



material facts in this writ petition. On the other hand, if the contempt petition was filed without authority, the matter requires inquiry in that context also.

8. The Registry is directed to issue Court notice to Mr. Asad Iqbal, Advocate [Enrolment No.: D-42/2010, Email ID: asadiqbaladvocate@gmail.com, Mobile No.: 9891735156]. The petitioner and Mr. Asad Iqbal, Advocate are directed to appear in person before the learned Registrar General on 22.01.2024. Mr. Asad Iqbal will also produce the original affidavits filed in the contempt petition and accompanying applications.

9. Court notice will also issue to the Notaries Public, who have attested affidavits in support of the contempt petition and the accompanying applications. Mr. Shahjahan, Notary Public, Delhi [Reg. No. 10698; Dt. Exp. 23.07.2024] has attested the affidavits of the petitioner dated 23.11.2023, in support of the contempt petition. A second affidavit dated 18.12.2023 has been attested by Mr. Roop Singh, Notary Public, Delhi [Reg. No. 19721; Dt. Exp. 26.02.2025]. Both the notaries are directed to present the original records relating to the attestation of these affidavits by the petitioner before the learned Registrar General on the next date of hearing.

10. The learned Registrar General is requested to furnish a report to the Court before the next date of hearing.

11. List before the Court on 22.04.2024.

PRATEEK JALAN, J

DECEMBER 21, 2023/ 'pv' /



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 16514/2023, CM APPL. 66570/2023

WAHID KHAN

.....Petitioner

Through: Mr. Naveen Solanki, Adv.

versus

MUNICIPAL CORPORATION OF DELHI
& ORS.

.....Respondent

Through: Mr. Pritish Sabharwal, Adv for MCD.
Mr. Manish Srivastava, Mr. Moksh
Arora, Mr. Santosh Ramdurg, Advs
for BSES.
Mr. J. M. Kalia, Mr. Dhruv Kalia, Mr.
Siddhartha Shukla, Advs for R-5.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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20.09.2024

1. In pursuance of the order dated 21.12.2023, the Registrar General has filed a comprehensive report. The full report runs into 120 pages, however, the same includes relevant documents and statements etc. The gist of the report is from page nos. 1 to 9, duly signed by Registrar General. The same has been presented in sealed cover and after opening the same, the Court has perused the report.

2. A perusal of the report would indicate that Advocate Mr. Asad Iqbal [Enrolment No.: D/42/2010; Mobile No.: 9891735156; E-mail ID: Asadiqbaladvocate@gmail.com] and public notaries Mr. Roop Singh

This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 01/05/2025 at 12:23:13



[Enrolment No.: D/236/2006] and Ms. Shahjahan [Enrolment No.: D/390/1997], are *prima facie* found guilty for their conduct, as has been noted in the report.

3. In view of the aforesaid, before taking any further action against the aforesaid, the Court directs for issuance of court notice to Mr. Asad Iqbal, Mr. Roop Singh and Ms. Shahjahan.

4. Let the court notice be issued to Mr. Asad Iqbal, Mr. Roop Singh and Ms. Shahjahan, returnable on 03.12.2024.

5. The report is again placed in the sealed cover.

PURUSHAINDRA KUMAR KAURAV, J

SEPTEMBER 20, 2024/KG

This is a digitally signed order.

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ANNEXURE A-9

2022 SCC OnLine Bom 337

In the High Court of Bombay

(BEFORE S.J. KATHAWALLA AND MILIND N. JADHAV, JJ.)

Intervention Application (St) No. 18348 of 2021

In

Writ Petition No. 4947 of 2021

Dhanlaxmi Chandu Devrukar ... Petitioner;

Versus

Town Planning/Land Acquisition Officer, through the
Government Pleader and Others ... Respondents.

With

Criminal Appellate Jurisdiction Suo-Motu Contempt Petition No. 1 of
2021

In

Intervention Application (St) No. 18348 of 2021

In

Writ Petition No. 4947 of 2021

High Court on its own Motion ... Petitioner;

Versus

S.M. Naqvi Advocate and Notary and Another ...
Respondents.

With

Ordinary Original Civil Jurisdiction Interim Application (L) No. 23929 of
2021

In

Commercial Appeal (L) No. 23906 of 2021

In

Interim Application (L) No. 23015 of 2021

In

Execution Application (L) No. 19230 of 2021

In

Commercial Arbitration Petition No. 20 of 2020

Sanskriti Developers and Others ... Applicants/Original
Appellants;

Versus

Mandal Infrastructure Pvt. Ltd. ... Respondent.

Intervention Application (St) No. 18348 of 2021, Writ Petition No. 4947

of 2021, Criminal Appellate Jurisdiction Suo-Motu Contempt Petition NO. 1 of 2021, Ordinary Original Civil Jurisdiction Interim Application (L) No. 23929 of 2021, Commercial Appeal (L) No. 23906 of 2021, Interim Application (L) No. 23015 of 2021, Execution Application (L) No. 19230 of 2021 and Commercial Arbitration Petition No. 20 of 2020

Decided on February 18, 2022

Advocates who appeared in this case:

Mr. Ashok Dhanuka alongwith Mr. Aiqan Memon instructed by W3Legal, LLP for the Applicant in IAST 18348 of 2021.

Mr. Rohan Barge, for the Petitioner in WP 4947 of 2021.

Mrs. S.D. Vyas, 'B' Panel Counsel for the State in WP 4947 of 2021.

Mrs. Aruna Pai, Public Prosecutor, for the State in SMCP 1 of 2021.

Mr. D.P. Singh, for Union of India.

Mr. Sarif S. Khan, for Contemnor No. 1 in SMCP 1 of 2021.

Mr. Mohd. Muqim Khan, for Contemnor No. 2 in SMCP 1 of 2021.

Mr. Somnath Anchan for the auction purchaser.

Dr. Birendra Saraf, Senior Advocate alongwith Mr. Karl Tamboly, Mr. Satchit Bhogle instructed by Mr. Khan Javed Akhtar, for the Appellant.

Mr. Sharan Jagtiani, Senior Advocate alongwith Ms. Surabhi Agrawal, Mr. Kashish Mainkar, Ms. Treesa Ann Benny instructed by Wadia Ghandy and Co., for the Respondent in Appeal (L) NO. 23906 of 2021.

Mr. D.N. Kher, Court Receiver with Mr. A.B. Malwankar, Section Officer, present.

Mr. Nausher Kohli, Amicus Curiae alongwith Mr. Akash Agarwal present.

The Judgment of the Court was delivered by

S.J. KATHAWALLA, J.:— In Intervention Application (ST) No. 18348 of 2021 taken out in Civil Writ Petition No. 4947 of 2021, a Praecipe dated 29th September, 2021 was received from Advocate Shri A.R. Dhanuka on behalf of the Applicant - Samina Arif Khan @ Dhanlaxmi Chandrakant Devrukhkar ('Samina') to place the Intervention Application for urgent hearing and orders since according to Samina, Advocate Shri Rohan Barge and Notary - Shri S.M. Naqvi alongwith an unknown person have filed Writ Petition No. 4947 of 2021 before this Court in the name of Samina, seeking reliefs against the Town Planning/Land Acquisition Officer, Malad and Others, without her consent, knowledge and authority, thereby committing offences of cheating, fraud, impersonation and forgery against her and also this Court.

2. In view of the serious allegations made by Samina, the captioned Intervention Application along with Writ Petition No. 4947 of 2021 were placed on Board before this Court on 4th October, 2021. On that day, the Advocate representing - Samina reiterated that Samina had not given any instructions to Advocate Rohan Barge to file the captioned Writ Petition. It

was also submitted that after Samina's Advocate obtained a certified copy of Writ Petition No. 4947 of 2021 filed in her name by Advocate Rohan Barge, she noted that the signature after the prayer clause and under the verification clause at pages 11 and 12 respectively of the Writ Petition, are not hers. We therefore passed an Order directing Advocate Rohan Barge to remain present before us on the same day at 2.30 p.m. Since Advocate Rohan Barge was not present at 2.30 p.m., we directed him to remain present in Court on 5th October, 2021, at 2.30 p.m.

3. On 5th October, 2021 Advocate Rohan Barge was present before this Court along with one Mr. R.L. Agawane, a registered clerk and one Shri Sandeep S. Dharne. An Affidavit of Shri Sandeep Dharne was tendered in Court. In the said Affidavit, which was admittedly drafted by Advocate Rohan Barge, it was stated that in the month of January, 2020, Shri Dharne had approached the Registered Clerk Shri Agawane, who introduced him to Advocate Rohan Barge for filing the above Writ Petition before this Court; that in the meeting with Advocate Rohan Barge, Shri Dharne had appraised him of all the facts in the matter, including the fact that Shri Dharne had with him the Power of Attorney executed in his favour by Samina in the year 2005; that he (Shri Dharne) had contacted Samina and sought her confirmation to file the captioned Writ Petition before this Court; that after the said Writ Petition was drafted by Advocate Barge, Shri Agawane, Registered Clerk, called Mr. Dharne "for presenting the client before the High Court for Notary purpose." Shri Agawane thereupon read over the contents of the Writ Petition and the said Writ Petition was handed over to him (Shri Dharne) by Shri Agawane "for notary purpose for identification"; that since Samina was hospitalised, Shri Dharne signed the Writ Petition on her behalf and the said fact was not disclosed to Advocate Barge or Shri Agawane; that he was having power of attorney of Samina "for filing all documents in Revenue Departments and Government purposes and also for attending all Courts of Law"; that he inadvertently signed the Writ Petition on behalf of Samina; that Samina has filed the above Writ Petition recording the facts which are incorrect only because she has not paid the legal fees for the matter which Shri Dharane attended on her behalf in revenue court's and therefore, "he do not have prime role in the Writ Petition."

4. We therefore, asked Shri Dharne to produce the original Power of Attorney, or a copy thereof executed by Samina in his favour. He informed the Court that he is not having the original or the copy of the same "at present". However, he admitted that under the said Power of Attorney which was executed by Samina in his favour, he was to represent Samina only in revenue matters and was not given the power to file Writ Petition No. 4947 of 2021.

5. Samina who was also present before this Court on 5th October, 2021 along with her Advocate, informed the Court that she was not hospitalized at

the relevant time as alleged and that at no point of time was she informed by Shri Dharne that the above Writ Petition was to be filed, or has been filed before the Court on her behalf.

6. Since Shri S.M. Naqvi, Notary, Government of India, has put his endorsement at page No. 12 of the Writ Petition confirming that Samina has affirmed/verified the above Writ Petition before him, we directed Shri Naqvi to remain present before this Court on 6th October, 2021 at 10.30 a.m., along with the Notary Register No. 437 wherein he has made entry with regard to the document that he has notarized on 11th February, 2020 under Serial No. 478 Page No. 41.

7. On 6th October, 2021 the Notary - Advocate S.M. Naqvi appeared in the morning session and sought time to place his Notary Register before the Court at 2.45 p.m. Upon him producing the Notary Register at 2.45 p.m., we initially showed him the Verification Clause at page 12 of the Writ Petition, whereunder the signature of Samina appears. After the signature of Samina, Advocate Naqvi has put his rubber stamp "BEFORE ME" and thereunder Shri Naqvi has put his signature and has written the date '11.2.2020' in his own handwriting. Below his signature and date, Shri Naqvi has affixed his rubber stamp describing him as 'Notary - Govt. of India' and his address thereunder. When we asked the Notary Shri Naqvi whether Samina was present before him and whether she had put her signature in his presence, the Notary - Shri Naqvi answered in the affirmative. We therefore, asked him to show the signature of Samina in the Notary Register produced by him. Thereupon, he made one more false statement that she had signed the Verification Clause before him, but his clerk had by mistake taken the signature of Shri Dharne in the Notary Register. When we warned Shri Naqvi of taking stern action against him for making false statements before this Court, he admitted that he has never met Samina. He stated that the Verification Clause in the Writ Petition was signed in his presence by Shri Dharne as 'Samina A. Khan'. When we asked him as to how he allowed Shri Dharne to sign as 'Samina A. Khan' and how he has put his (Shri Naqvi's) rubber stamp and signature verifying that Samina A. Khan has signed before him, he stated that he has done it in good faith. When we asked him how much he charged for this unprofessional conduct, he informed the Court that he has charged Rs. 60/-. However, Shri Dharne informed the Court that he had paid Shri Naqvi approximately Rs. 1000/- to Rs. 1500/- for the same.

8. Since Shri Naqvi, as recorded hereinabove, and also in our Order dated 6th October, 2021, has deliberately made incorrect and false statements knowing the same to be false, thereby scandalizing the authority of this Court and interfering with the administration of justice, we were satisfied that there exists a prima facie case for issuance of a Show Cause Notice for considering action under Article 215 of the Constitution of India and the

Contempt of Courts Act, 1971 against Shri S.M. Naqvi, Advocate and Notary. The Registry was therefore, directed to issue Show Cause Notice to Shri S.M. Naqvi (Advocate and Notary) under Rule 9 of Chapter XXXIV of the Bombay High Court Appellate Side Rules, 1960 made returnable on 21st October, 2021.

9. Since Shri Dharne had filed Writ Petition No. 4947 of 2021 in the name of Samina against the Town Planning/Land Acquisition Officer and others and had affirmed the same in presence of Shri S.M. Naqvi, Advocate and Notary, by signing the same as 'Samina A. Khan', in our view Shri Dharne had scandalized the authority of this Court; interfered with the due course of judicial proceedings and obstructed the administration of justice. We were therefore satisfied that there exists a prima facie case for issuance of notice for considering action under Article 215 of the Constitution of India and the Contempt of Courts Act, 1971 against Shri Sandeep Dharne. The Registry was therefore directed to issue Show Cause Notice to Shri Sandeep Dharne under Rule 9 of Chapter XXXIV of the Bombay High Court Appellate Side Rules, 1960, made returnable on 21st October, 2021. A copy of the Order dated 6th October, 2021 recording all the above facts, was directed to be forwarded to Shri. Anil Singh, Additional Solicitor General (Western Region), and the matter was adjourned to 21st October, 2021.

10. Accordingly, show cause notices were issued to Advocate Naqvi as well as to Shri Dharne and Suo Motu Criminal Contempt Petition No. 1 of 2021 was registered against them.

11. Pursuant to the above Order, Shri Sandeep Dharne has filed two Affidavits both dated 17th November, 2021. Though he has tried to shift the blame on Samina and has tried to allege that Samina had executed a Power of Attorney in his favour to take steps qua the property mentioned in the said Power of Attorney, he was aware of the fact that though Writ Petition No. 4947 of 2021 is filed by him on her behalf, in fact a perusal of the Power of Attorney indicates that Samina had certainly not authorized Shri Dharne to file any Writ Petition in this Court. Since Shri Dharne has not produced any document/s to indicate that Samina was at the relevant time in hospital, and that he had therefore obtained her oral consent, as alleged by him, we do not accept the said statement made by Shri Dharne, more so in light of the fact that Samina has herself denied before this Court on 5th October, 2021, that she was in hospital at the relevant time. We are therefore, satisfied that Shri Dharne has by signing the Writ Petition in the name of Samina made an attempt to mislead the Court. In any event, since he has in paragraph No. 10 of the Affidavit dated 17th November, 2021, tendered an unconditional apology, interalia stating that, "I hereby tender my unconditional apology for my conduct of signing the Petition as Samina before the Notary Public and submitting the said Petition without even

informing the Advocate on Record who has filed the Petition in this Court in good faith”, we accept his unconditional apology and direct him to pay Rs. 2,000/- to the Maharashtra State Legal Services Authority within four days from the date of uploading this Order. The Power of Attorney executed by Samina in favour of Shri Dharne stands revoked with immediate effect and Shri Dharne undertakes not to act on the said Power of Attorney at any point of time in future.

12. As far as the Notary Shri Naqvi is concerned, as stated hereinabove, he on more than one occasion made statement before the Court knowing the same to be false, which statements he later corrected. We are satisfied that Shri Naqvi, Advocate and Notary did make an attempt to mislead this Court and corrected his statements only after he was warned of stern action. However, since in his Affidavit he has stated that he is 72 years old and is tendering an unconditional apology and will be careful in future, we accept the unconditional apology tendered by the Notary Shri S.M. Naqvi. He shall also pay Rs. 2,000/- to the Maharashtra State Legal Services Authority within four days from the date of uploading this Order.

13. Though we have not issued Notice to Advocate Rohan Barge, we have pointed out to Advocate Barge that before preparing the Writ Petition in the name of Samina, on the representation of Shri Dharne that he holds a Power of Attorney of Samina in his favour, it was his duty to call for the said Power of Attorney allegedly executed by Samina in favour of Shri Dharne and verify the statement made by Shri Dharne. To that extent he has been negligent. Advocate Rohan Barge has tendered his unconditional apology and has assured the Court that there will be no such lapse on his part in future whilst dealing with any litigants. We accept the unconditional apology tendered by Advocate Barge and warn him of stern action in the event of such conduct being repeated in future.

14. In view of the above, Shri Dharne seeks to withdraw the above Writ Petition No. 4947 of 2021. The Writ Petition is therefore disposed of. Intervention Application (ST) No. 18348 of 2021 taken out by Samina also stands disposed of. Suo Motu Criminal Contempt Petition No. 1 of 2021 also stands disposed of. However, Samina will be at liberty to take out appropriate proceedings against Shri Dharne, which if taken out will be decided on its own merits without being influenced by this Order.

15. Whilst we were dealing interalia with the aforesaid unprofessional conduct of the Notary Shri S.M. Naqvi, one more matter pertaining to the unprofessional conduct of a Notary, i.e. Advocate Shri Sandeep Shah was moved before us through Interim Application (L) No. 23929 of 2021 in Comm. Appeal (L) No. 23906 of 2021. In this case/matter, Comm. Appeal (L) No. 23906 of 2021 was filed by Advocate Khan Javed Akhtar. The Appeal was filed and notarized prior to the Order impugned in the Appeal being uploaded by the Learned Single Judge. In other words, the impugned Order was passed on 12th October, 2021 and was uploaded and made available to

the parties only on 13th October, 2021. However, Advocate Khan had prepared the Appeal on 12th October, 2021 stating therein that the impugned Order dated 12th October, 2021 is annexed as Exhibit A to the Appeal, and asked Partner/Director of the Appellant to get the appeal affirmed before the Notary on 12th October, 2021. Mr. Vijay Jain, the Partner/Director of the Appellants has informed us that he got the Appeal notarized on 12th October, 2021 from the Notary - Shri Sandip Shah, since Advocate Khan Javed Akhtar had asked him to do so on 12th October, 2021. He also informed the Court that he had drawn the attention of Shri Sandip Shah to the fact that the impugned Order was not uploaded/made available and therefore, Exhibit 'A' was not annexed to the Appeal. Despite the above, Shri Sandip Shah notarized the above Appeal on 12th October, 2021 with an incorrect endorsement in his own handwriting : **"Ex-A to E are annexed hereunder. Sd/- Sandip Shah, Advocate & Notary"**. Upon noting the aforesaid mischief, we asked Advocate Akhtar as to why he asked his client to get the Memo of Appeal notarized before uploading of the impugned Order by the Learned Single Judge, to which Advocate Akhtar had no answer. We therefore, directed Shri Shah, Advocate & Notary to remain present before this Court along with his Notary Register on 21st October, 2021 at 04.30 p.m.

16. Accordingly, Shri Shah, Advocate & Notary remained present before us along with his Notary Register. The Notary Register showed that he has notarized the above Appeal on 12th October, 2021. When we asked him as to why he has made an endorsement in his own handwriting at internal page 15, running page 10 of the Appeal on 12th October, 2021, stating that **"Ex-A to E are annexed hereunder. Sd/- Sandip Shah, Advocate & Notary"**, when Exhibit 'A' (the impugned Order) was uploaded/made available only on 13th October, 2021, he informed the Court that since in the body of the Appeal prepared by Advocate Akhtar, Exhibits 'A' to 'E' were mentioned, he was misguided and made the said endorsement, **"Ex-A to E are annexed hereunder Sd/- Sandip Shah, Advocate & Notary."** When we pointed out to Shri Sandip Shah that the explanation given by him to this Court is false and untenable on the face of the document since when he has put his stamp and signature on each of the Exhibits, i.e. Exhibits 'B' to 'E', he could not have missed the fact that Exhibit 'A' is not annexed to the Appeal, he admitted having given false explanation and expressed regret for his conduct.

17. By our Order dated 21st October, 2021, passed in Interim Application (L) No. 23929 of 2021, after recording the aforesaid conduct of Advocate Khan and Shri Sandip Shah, Advocate and Notary, we have interalia recorded as under:

"8. In view of the above, it prima facie appears that Advocate - Khan Javed Akhtar appearing for the Appellant, as well as Shri Sandip A. Shah, Advocate & Notary, are not only guilty of unprofessional conduct but they have made statements before the Court which are false and incorrect to their knowledge with a view to mislead the Court. Advocate - Khan Javed Akhtar and Shri Sandip A. Shah, Advocate & Notary shall therefore file their respective Affidavits on or before 27th October, 2021 explaining why action should not be taken against them for their aforesaid conduct.

9. The Court Receiver, Bombay High Court, shall take possession of the flats as ordered by the Learned Single Judge and put his locks on the said flats. Needless to add that the said exercise shall be carried out subject to further orders passed by this Court on the adjourned date and/or any other date when the above Appeal is taken up for admission/hearing.

10. Stand over to 27th October, 2021 to enable the Advocate - Khan Javed Akhtar appearing for the Appellant as well as Shri Sandip A. Shah, Advocate & Notary to file their respective Affidavits.

11. A copy of this Order shall be forwarded to the Learned ASG Shri Anil Singh."

18. Accordingly, Advocate Javed Akhtar Khan filed his Affidavit, paragraph No. 10 of which is reproduced hereunder:

"10. I say that I hereby tender my unconditional apology and unqualified apology for the said mistake of not mentioning in paragraph 2 of the Appeal Memo that the copy was unavailable at the time of Notary. I have hereinabove explained the circumstances in which the said error has taken place. I had not intended to file any false information or to tamper with the proceedings or court proceedings or notary proceedings with malafide intentions or with ulterior motive. I say that the said mistake is not intentional to gain anything nor I have any interest in the matter to gain unlawfully. I say that henceforth I will be taking extra care and will be extra cautious in such matters. I say with folded hands that I am the sole bread earner of my family consisting of wife and two kids who are studying in class X and Class VI respectively therefore, request this Hon'ble Court for not action to be taken against me."

19. Advocate Sandeep Shah has also filed an Affidavit, paragraph 10 of which is reproduced hereunder:

"I say that I hereby tender my unconditional and unqualified apology for the said mistake committed by me at page No. 10 or page No. 136 or page No. 138 of the Appeal memo and I have hereinabove explained the circumstances in which the said error has taken place. I had not intended to file any false information. I say that henceforth will be taking extra care or will be extra cautious of the said mistake committed by me. I say that I am the only bread earner of my family. I say that the mistake being unintentional therefore, this Hon'ble Court should have a mercy on

me and family members. I say that I undertake to this Hon'ble Court that I shall not commit such mistake/errors in future. I say that I am having no source of income other than this. I say that all my children at studying and any adverse orders being passed shall impede their education. I say that I am suffering from high diabetes and also from hypertension.”

20. In view of the above, we accept the unconditional and unqualified apology tendered by Advocate Javed Akhtar Khan, as well as Notary Shri Sandeep Shah. However, they shall also pay Rs. 2000/- each to the State Legal Aid Fund, Maharashtra State Legal Services Authority within four days from the date of uploading this Order.

21. In the above Appeal, the Court Receiver was directed to put up the office premises of the Appellants for sale. The Appellants have in order to avoid sale of the same, without prejudice to their rights and contentions, deposited an amount aggregating to Rs. 4.40 Crores with this Court, i.e. Rs. 4 Crores with the Court Receiver, High Court, Bombay, and Rs. 40 Lakhs with the Prothonotary and Senior Master of this Court. The Court Receiver will transfer the amount deposited with him to the Prothonotary and Senior Master of this Court. The Respondent - Mandal Infrastructure Pvt. Ltd. may move the Single Judge in execution proceedings seeking withdrawal of the amount deposited by the Appellant, or part thereof which Application will be heard on its own merits. The Execution Application/proceedings shall be heard and disposed off by the Learned Single Judge at the earliest and all contentions of the parties are kept open. The above Appeal is accordingly disposed of. Interim Application (L) No. 23929 of 2021 also stands disposed of. The Show Cause Notice issued to Shri Vijay Jain for putting up a new door in front of the original door of the office with a view to cover the Court Receiver's board put up on the original door, stands discharged. The Court Receiver's Report stands disposed off.

22. In view of the above unprofessional manner in which the Advocates appointed as Notaries are functioning, by our Order dated 26th October, 2021 we recorded that we would like to make certain suggestions/recommendations *qua* changes required in the Notaries Act, 1952 and to the Rules framed thereunder, as also the Circulars issued from time to time, so as to avoid any mischief being played by any Advocate, Notary or a party, in the course of getting any document notarized. We therefore appointed Advocate Nausher Kohli as Amicus Curiae, to assist the Court in its aforesaid endeavour.

23. Mr. Kohli, Learned Advocate has submitted his Report dated 9th December, 2021. We have perused the Report submitted by Mr. Kohli. Mr. Kohli has taken us through the ancient and distinguished history of Notaries emanating from the Roman Empire. We note that this Court in *Prataprai Trumbaklal Mehta v. Jayant Nemchand Shah*¹, has held that Notaries enjoy high status throughout the country and our Courts take judicial notice of the

seal of a Notary. Significant weight is attached to a document attested by a Notary. Undisputedly, the office of a Notary assumes immense legal significance.

24. The President of India granted assent to the Notaries Act 1952 on August 9, 1952 ("**Act**"). The Act came into force on December 14, 1956. Prior to the passing of the Act, the Government of India was empowered to appoint Notaries Public under Sections 138 and 139 of the Negotiable Instruments Act, 1881, for the functioning of Notaries. Prior to the passing of the Act, the Master of Faculties in England would appoint Notaries Public in India for performing notarial functions.

25. In exercise of the powers conferred by Section 15 of the Act, the Central Government has framed the Notaries Rules, 1956 ("**Rules**").

26. Notaries are governed by the Act and the Rules. In addition, in order to curb instances of mischief, the Government of Maharashtra, Law & Judiciary Department, had issued Circulars dated December 18, 2001 and January 25, 2008 ("**Circulars**").

27. Despite the Act and Rules having been enacted approximately 70 years ago, there have till date, not been any major amendments/reforms introduced to the Act and Rules. Illustratively, a Notary is entitled to charge travelling allowance by road at the rate of Rs. 20/- per kilometre. This figure was inserted by an amendment in 2014, i.e. 7 years ago. The cost of fuel has certainly increased over the past 7 years. Similarly, the fees payable to a Notary for undertaking a notarial act was also last amended in 2014.

28. Amongst the various functions of a Notary, perhaps the most important is that of attesting signatures on documents. This is aimed at reducing fraud/misrepresentation. However, as set out hereinabove, as of late, it has been observed that documents are being notarized by a Notary in the absence of the signatory. Quite often, the document to be notarized is sent to a Notary who then notarizes the document in the absence of the signatory to the document. There are multiple ways in which this malpractice is conducted. A Notary often leaves a blank row in his/her Register which is filled subsequently. More often than not, the person signing the Register is different from the person who signed on the document to be notarized, or the signatory to the document affixes his signature subsequently, i.e. after the notarization, both in the document faultily notarized and in the Notary Register, and the Court before which such document is filed is ignorant of the mischief played, unless the mischief is caught out due to some lapse in the document. Such illegal practices defeat the very purpose for which a document is required to be notarized. It is distressing to note that in some cases, even Advocates support such illegal practices by approaching the Notary Public to notarise a document/affidavit to be filed in a judicial proceeding without being accompanied by the person whose signature has to be affixed in presence of the notary.

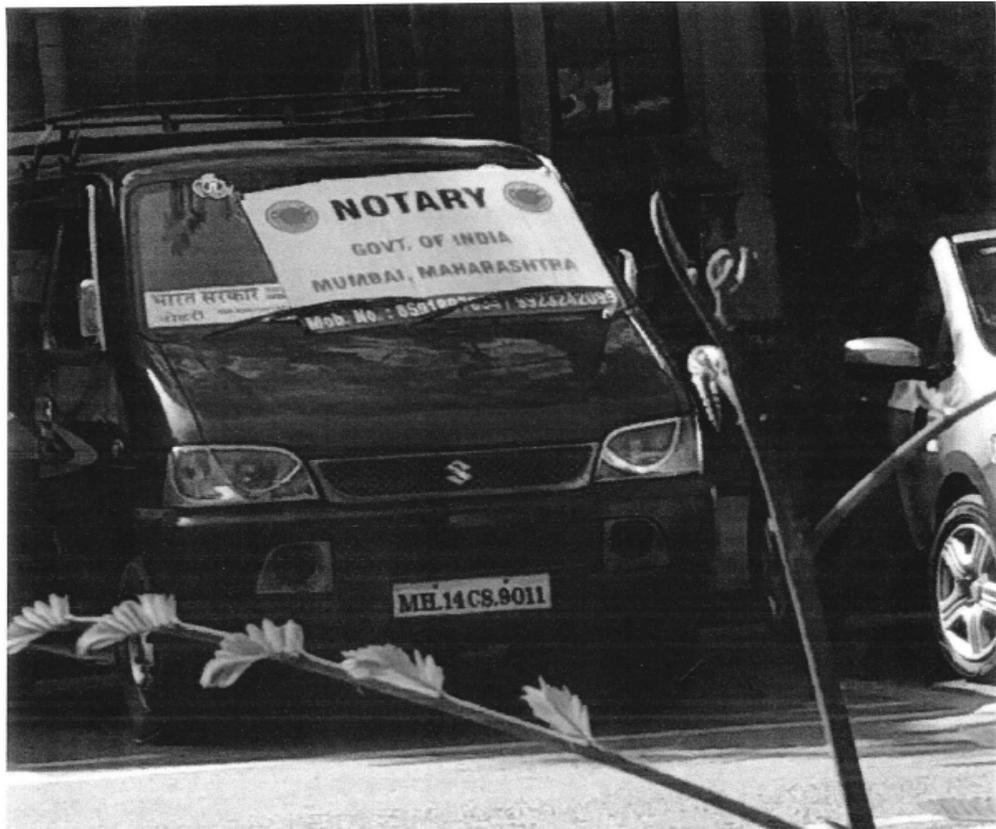
29. Furthermore, other instances of malpractice have recently come to light. Illustratively, in the present matter, whilst notarizing documents such as an Appeal, it has been observed that the Notary did not thoroughly check the Exhibits/total number of pages and mechanically proceeded to notarize such court filing. Another challenge faced is that even after the registration of a Notary is suspended/cancelled, such Notary continues to notarize documents. Moreover, persons not registered under the Act also notarize documents.

30. Needless to state that the Courts, when confronted with the conduct as discussed in the preceding paragraphs, must proceed to deal with all the parties responsible for the same, strictly and take them to task, in order to prevent recurrence of the same.

31. Mr. Kohli has brought to our notice that this Court and various Courts across India have repeatedly encountered instances of misuse/mischief by parties/Advocates and Notaries². Whilst so observing, guidelines and strictures have been passed from time to time. It was in these circumstances and owing to several complaints received from the public at large regarding professional misconduct, that the Government of Maharashtra proceeded to issue the Circulars with a view to curb the mischief. Despite the aforesaid corrective measures, the Act and Rules have been found lacking in preventing the prevalent misuse and mischief.

32. It has recently been observed that the Notaries have started notarizing documents from vehicles parked in a public parking lot instead of an office/chamber. It has also been observed that Notaries have been operating from public taxis around the vicinity of this Court. Though several photographs of such vehicles/public taxis have been produced before us, only by way of illustration we are producing hereunder three photographs which shows to what extent the legal profession has degraded causing anguish not only to the judiciary but also lowering the dignity of the profession in the eyes of general public/common man.





33. Though we are told that many Advocates who are Notaries have due to the pandemic, surrendered their office premises which they were using as licensees, and are carrying on their job of notarizing documents in the aforesaid manner there are several notaries who have been operating from private vehicles and taxis much before the pandemic. In any event though we have full sympathy for the Advocates who do not have their offices of their own to function from, we do believe that the dignity of the profession needs to be maintained and the legal profession cannot be allowed to function from the streets. We are also not able to understand how the Municipal Corporation of Greater Mumbai (MCGM) and also the Appropriate Authority have not taken any action till date in regard to the abovementioned functioning of Advocates and Notaries from parking areas and streets manned by the MCGM.

34. Subsequent to the passing of our Order dated 26th October, 2021, Mr. Kohli has brought to our notice that the Department of Legal Affairs has published the Notaries (Amendment) Bill, 2021 ("**Draft Bill**") and has invited comments and suggestions on the Draft Bill by December 15, 2021.

35. A salient feature of the Draft Bill is that it proposes the digitization of the records of a Notary. Further, provisions have been proposed for the digitization and automation of notarial work undertaken by Notaries.

36. In view of this recent development, viz. the statement inviting comments and suggestions to the Draft Bill, this Court alongwith Mr. Kohli and other Advocates of this Court, engaged in discussions and exchange of suggestions, based on which Mr. Kohli has prepared a Report proposing the following suggestions to the Draft Bill:

1. USE OF TECHNOLOGY:

1.1 In addition to providing for digitization and automation of notarial work undertaken by Notaries, the proposed Application/Portal must furnish an updated data-base of Notaries registered under the Act, along with their name, photograph, registration number, date of expiry of registration etc. This will provide the general public with an additional safeguard to verify whether or not the Notary they have approached is duly registered under the Act. Simultaneously, the proposed Application/Portal must have an in-built mechanism which would prevent a person from carrying out a notarial act unless such person is duly registered under the Act and their registration has been confirmed on the Application/Portal.

(i) During the course of undertaking a notarial act, the proposed Application/Portal must enable a Notary to simultaneously upload a photograph and such other biometric identifiers, such as a fingerprint scan to confirm the presence of the signatory before a Notary. The Application/Portal may also consider a simultaneous upload of geographical identification metadata with the photograph of the signatory. This process of GeoTagging will confirm the exact latitude and longitude coordinates of the Notary and the signatory whilst undertaking the notarial act. This measure will certainly remedy the mischief of a Notary notarizing a document in the absence of the signatory.

2. AMENDING FORM XV:

2.1 Rule 11(2) of the Rules mandates that every Notary shall maintain a Register as per the form prescribed in Form XV. The form prescribed as on date is inadequate and must be amended to add the following additional requirements:

- (i) The time of the notarization;
- (ii) No. of pages contained in the document being notarized including its Annexures/Exhibits;
- (iii) Venue of notarization;
- (iv) Method by which the person signing the document was identified and by whom;
- (v) Remarks that the Notary may want to include such as the capacity of the signatory/the physical condition of the signatory etc.

2.2 Form XV along with the aforesaid additions must also be simultaneously introduced on the Portal pursuant to the Draft Bill.

IMPLEMENTING PRACTICES FROM FOREIGN JURISDICTIONS:

37. As a result of the pandemic Covid-19, immense difficulty was faced in notarizing documents. In order to solve this difficulty, various jurisdictions have empowered Notaries to notarize documents remotely. Illustratively, various states in the United State of America have enabled notaries to notarize documents remotely by a facility called 'Remote Online Notarization' ("**RON**"). The process provides for the remote notarization of documents using a video conferencing software such as Zoom and Cisco Webex.

38. Reference in this regard can be made to the Executive Order No. 202.7 by the State of New York and the Guidelines to Notaries on implementing Executive Order No. 202.7 authorizing RON published by the New York Department of State. In *Ryerson v. Ryerson*, 2021 N.Y. Slip. Op. 21172, the Supreme Court of New York upheld the notarization of documents via videoconferencing.

39. The Department of Legal Affairs may therefore also consider incorporating a provision for RON in the Draft Bill.

AUTHENTICATING INSERTIONS/ALTERATIONS/DELETIONS SUBSEQUENT TO A DOCUMENT BEING NOTARIZED:

40. In the event that a document contains any alterations, insertions or erasures subsequent to it being notarized, the same shall be authenticated by the Notary by affixing his/her initials near such alterations, insertions or erasures with a note forming a part of the document which sets out the paragraphs in which such modifications are carried out. This note shall be followed by the signature (rubber stamp) of the Notary, along with the date, time and location. The note may be added at the end of the document after the Jurat in the following format:

I, [name of notary], hereby state that paragraph/s [•] of this document contains alteration/insertion/erasure. This/These alteration/insertion(s)/erasure(s) have been done before me by the Deponent on [date] at [time] and [place]

[Notary signature with the Stamp]

RIGHT TO PRIVACY:

41. A Notary's Register contains sufficient sensitive and confidential information to enable identity theft/misuse/impersonation etc. This sensitive and confidential information, such as a party's biometric identifier merits protection.

42. Whilst amending the Act and Rules, additional responsibilities must be cast on Notaries to ensure safe keeping and protection of the sensitive and confidential data with which they are entrusted with.

MANTADORY ISSUANCE OF A RECEIPT FOR THE FEES CHARGED BY A NOTARY:

43. Rule 11(9) of the Rules provides that every notary shall grant a receipt for the fees and charges realized and maintain a register showing all

the fees and charges realized for every single notarial act. However, it has been observed that notaries do not follow this mandate and default in issuing receipts. This was observed by the Bombay High Court in *Prataprai Trumbaklal Mehta v. Jayant Nemchand Shah* (Supra).

44. It is therefore recommended that the proposed Application/Portal provide for means to make online payments to Notaries. Further, the proposed Application/Portal must mandatorily issue an electronic receipt for every notarial act undertaken.

INCREASE IN FEES:

45. As per Rule 10(1) of the Rules, every Notary may charge fees for notarizing the document not exceeding the rates mentioned in the Rules.

46. Further, as per Rule 10(3) of the Rules, a Notary may charge travelling allowance when travelling by road or by rail at the rate of Rs. 20 per kilometre.

47. It is pertinent to note that since 1956, the fees charged by Notaries have increased marginally. Hence, taking into account the increased inflation/fuel prices etc., and the other hardships faced by the notaries, it is suggested that the Draft Bill include provisions for an increase in the fees charged by Notaries. This is all the more required considering that Notaries will now be required to expend additional monies in order to equip themselves technologically to comply with the Draft Bill once enacted.

INTRODUCTION OF A MODEL CODE OF CONDUCT:

48. The Act and the Rules do not provide for a code of conduct for Notaries. It is recommended that a code of conduct for Notaries be introduced along with the Draft Bill. Useful reference may be made to the Notary Public Code of Professional Responsibility published by the National Notary Association in this regard.

49. The proposed code of conduct for Notaries would provide for a code of ethics, as also the requirement of periodical training for Notaries. The code of conduct for Notaries may also incorporate general provisions such as regular dos and don'ts in respect of notarizing documents. This will enable Notaries to adapt to latest developments in their field.

ADDITIONAL MEASURES:

50. As mentioned hereinabove, Notaries have started notarizing documents from vehicles parked in a public parking lot instead of an office/chamber. It has also been observed that Notaries have been operating from public taxis around the vicinity of this Court.

51. It is therefore also recommended that this Court issue orders and directions including to subordinate courts in Maharashtra prohibiting the aforesaid practice. In support of this proposed prohibition, reference may be made to Rule 10(2) of the Rules which provides that:

“The rates of fees to be charged by a notary shall be displayed by him in conspicuous place inside as well as **outside his chamber or office.**”

(emphasis supplied)

9.3 Further, Rule 15 of the Rules provides:

“Each notary **shall have an office** within the area mentioned in the certificate issued to him under Rule 8 and he shall exhibit it in a conspicuous place there at a board showing his name and his designation as a notary.”

(emphasis supplied)

52. A perusal of the aforesaid Rules indicate that the legislature, whilst enacting the Act and Rules contemplated that Notaries would operate from their office/chamber and certainly not from a public or private vehicle around the vicinity of a Court.

53. It cannot be disputed that Notaries perform notarial acts around the vicinity of Courts in India. The presence of Notaries in close proximity of Courts is essential and ought to be recognized. Therefore, it is recommended that Notaries be provided with a designated place in and around the premises of Courts without Notaries having to incur the costs towards purchasing/renting an office/chamber.

54. We have considered the submissions of the Learned Amicus Curiae Mr. Kohli and have given due consideration to his comprehensive Report covering the prevalent law in India and the recent developments across the World, including in the United States of America. In our considered opinion, undoubtedly, the Act and Rules framed thereunder are in pressing need for major reform. We are, on a daily basis, coming across matters wherein Notaries, Advocates and Parties are mischievously getting documents notarized. However, we are now pleased to note that the Draft Bill has been published proposing digitization of the records of a Notary and digitization and automation of notarial work undertaken by Notaries. We would like to believe that by the use of Information Technology, the prevalent mischief will be reduced to a great extent.

55. In the circumstances aforesaid and considering that the Department of Legal Affairs has invited comments and suggestions on the Draft Bill by December 15, 2021, we deem it appropriate that the Registrar General of this Court forthwith forward a copy of this Order alongwith the Report dated 9th December, 2021 submitted by the Learned Advocate Mr. Nausher Kohli, to the Department of Legal Affairs for their due consideration. We request the Department of Legal Affairs to give due consideration to this Order and the Report dated 9th December, 2021 submitted by Mr. Nausher Kohli, Learned Advocate whilst enacting the Draft Bill.

56. Writ Petition No. 4947 of 2021 alongwith Intervention Application (St) No. 18348 of 2021 and Suo-motu Contempt Petition No. 1 of 2021 stand disposed off. Commercial Appeal (L) No. 23906 of 2021 alongwith Interim Applications taken out therein also stand disposed off.

¹ 1991 SCC OnLine Bom 205

² *Bar Council of Andhra Pradesh v. B. Narayan Swamy* [(2014) 16 SCC 516], *Prataprai Trumbaklal Mehta v. Jayant Nemchand Shah* [1991 SCC OnLine Bom 205] and *J.G. Hegde v. R.D. Shukla* [2003 SCC OnLine Bom 908]

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