$~9 to 12

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

% ***Date of Decision: November 6th, 2026***

\# **CNR No. DLHC010598022024**

\+ **CONT.CAS(C) 1440/2024 & CM APPL. 27043/2025**

NEETU TIWARI .....Petitioner

Through: Mr. Arvind Kumar Tiwary, Adv.
Mr. Piyush Sanghi, Ms. Khushbu Sahu, Mr. Nikhil Singh, Ms. Sana Parveen, Mr. Raahithya Raj Mishra, Mr. Ashish Mishra, Mr. Jayant Yadav, Ms. Sharmishta Solanki, Mr. Aditya Singh & Mr. Arshiya Goel, Advs.

versus

GOVT OF NCT OF DELHI DEPARTMENT OF WOMEN CHILD DEVELOPMENT & ORS. .....Respondents

Through: Ms. Avni Singh, PC-GNCTD with Mr. Vaibhav Sharma & Ms. Sanskriti Nautiyal, Advs.
Ms. Urvi Mohan, Mr. Aakrit Bhargava & Mr. Sumit Kumar, Advs. for DCW

\# **CNR No. DLHC010265462024**

\+ **W.P.(C) 6679/2024 & CM APPL. 27824/2024, CM APPL. 12660/2025, CM APPL. 42120/2025, CM APPL. 66150/2025, CM APPL. 14679/2026, CM APPL. 48070/2026, CM APPL. 48082/2026**

SHABNAM KHAN & ORS. .....Petitioners

Through: Mr. Piyush Sanghi, Ms. Khushbu Sahu, Mr. Nikhil

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21

Singh, Ms. Sana Parveen, Mr. Raahithya Raj Mishra, Mr. Ashish Mishra, Mr. Jayant Yadav, Ms. Sharmishta Solanki, Mr. Aditya Singh & Mr. Arshiya Goel, Advs.

versus

DELHI COMMISSION FOR WOMEN & ORS. .....Respondents

Through: Ms. Urvi Mohan, Mr. Aakrit Bhargava & Mr. Sumit Kumar, Advs. for DCW

\# **CNR No. DLHC010401362024**

\+ **W.P.(C) 9473/2024 & CM APPL. 38921/2024**

NEHA SHARMA AND ORS. .....Petitioners

Through:

versus

DELHI COMMISSION FOR WOMEN AND ORS. .....Respondents

Through: Ms. Urvi Mohan, Mr. Aakrit Bhargava & Mr. Sumit Kumar, Advs. for DCW
Ms. Avni Singh, PC-GNCTD with Mr. Vaibhav Sharma & Ms. Sanskriti Nautiyal, Advs.

\# **CNR No. DLHC010933532025**

\+ **W.P.(C) 17833/2025 & CM APPL. 73636/2025, CM APPL. 48084/2026, CM APPL. 64271/2026**

SWATI VERMA & ORS. .....Petitioners

Through: Mr. Piyush Sanghi, Ms. Khushbu Sahu, Mr. Nikhil Singh, Ms. Sana Parveen, Mr.

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21

Raahithya Raj Mishra, Mr. Ashish Mishra, Mr. Jayant Yadav, Ms. Sharmishta Solanki, Mr. Aditya Singh & Mr. Arshiya Goel, Advs.

versus

DELHI COMMISION FOR WOMEN & ANR. .....Respondents

Through: Ms. Urvi Mohan, Mr. Aakrit Bhargava & Mr. Sumit Kumar, Advs. for DCW

CORAM:
HON'BLE MR. JUSTICE AMIT MAHAJAN

O R D E R

% 06.11.2026

1. The petitioners are advocates engaged under the Rape Crisis Cell (RCC) of the Delhi Commission for Women (DCW), who provided legal assistance and representation to victims of sexual assault and were posted across various District Courts in Delhi.

2. The petitioners were engaged through agencies/NGOs, namely Pardarshita and Saraswati Education Society, on contractual basis to serve as dedicated RCC lawyers before the respective POCSO Courts, Fast Track Special Courts and Juvenile Justice Boards. Their contracts were ordinarily for a period of two months and were extended from time to time until 31.12.2024. For these services, the petitioners were paid a monthly remuneration of Rs. 42,000/-. However, DCW stopped releasing their contractual remuneration, despite the petitioners continuing to discharge their duties.

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21

3. Aggrieved by the non-payment of their dues, inadequate remuneration and uncertainty arising from the short contractual tenure, the petitioners submitted representations to the respondents. Having received no favourable response, they instituted W.P. (C) No. 6679/2024 before this Court on 06.05.2024, seeking release of outstanding remuneration along with interest, framing of rules and regulations governing their service conditions and enhancement of their remuneration. W.P.(C) 9473/2024 was also filed seeking similar reliefs.

4. This Court, *vide* order dated 09.05.2024, issued notice in W.P.(C) 6679/2024 and directed the respondents to file their replies. The Court also observed that the petitioners' services ought not to be discontinued merely because they had approached the Court and directed the State to release their outstanding remuneration before the next date of hearing.

5. Despite further directions passed by this Court on 03.07.2024 and 06.08.2024, the respondents failed to release the contractual dues, whereafter, the petitioners instituted Contempt Case (C) No. 1440/2024. During the contempt proceedings, this Court passed several orders between 13.09.2024 and 05.12.2024 directing release of the outstanding payments.

6. Meanwhile, on 31.12.2024, a representative of Pardarshita NGO informed the petitioners through a WhatsApp group that their contracts, expiring on that date, would not be extended further in the absence of instructions from the respondents.

7. In the absence of any formal communication from the respondents, the petitioners submitted a representation dated 06.01.2025 to the Chairperson of the DCW, seeking clarification

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21

regarding renewal of their contracts. Upon receiving no response, they moved an application, being CM APPL. No. 2280/2025, in W.P. (C) No. 6679/2024. This Court, *vide* order dated 15.01.2025, directed Respondent No. 1 to decide the petitioners' representation by a reasoned and speaking order.

8. Thereafter, *vide* order dated 24.03.2025, in the contempt proceedings, this Court directed the Member Secretary, DCW, to release the petitioners' outstanding contractual dues till date within four weeks.

9. *Vide* order dated 27.05.2025, in the contempt proceedings, this Court directed the respondents to release the petitioners' emoluments up to 31.12.2024 within two weeks and their emoluments for the period up to 31.05.2025 within six weeks.

10. Thereafter, on 29.07.2025, DCW filed CM APPL. No. 46281/2025 in the pending contempt proceedings, seeking modification of the order dated 27.05.2025 to the extent that it directed payment of emoluments beyond 31.12.2024.

11. This Court, *vide* order dated 23.09.2025, issued notice on the aforesaid application, subject to DCW depositing the amount contemplated under the order dated 27.05.2025 with the Registry within three weeks.

12. The respondents challenged the said order by filing LPA No. 642/2025, wherein the Division Bench, *vide* order dated 16.10.2025, directed deposit of the amount in an interest-bearing fixed deposit within six weeks and directed the contempt proceedings be deferred till main petition was decided.

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21

13. During the pendency of the aforesaid application, DCW issued communication dated 31.07.2025 to the District Judges in Delhi, informing them that the RCC programme stood discontinued with effect from 01.01.2025.

14. The petitioners contend that, despite issuance of the impugned communication dated 31.07.2025, they continued to discharge their functions as RCC lawyers in most District Courts in Delhi and were required by the respective Courts to assist victims of sexual assault, including child victims and witnesses and their families. However, they have not been paid any remuneration from January, 2025 onwards. Accordingly, W.P.(C) 17833/2025 has been filed seeking arrears of wages from January 2025 to October 2025 to the petitioners.

15. This Court *vide* order dated 07.04.2026 directed the petitioners to file a composite representation to the respondents and directed the DCW to take a decision as to whether they could be paid their wages.

16. The said composite representation was rejected by the DCW *vide* communication dated 16.07.2026, observing that the RCC programme had not been extended beyond 31.12.2024 and that the MOUs with the concerned NGOs, as well as the consultancy agreements with the petitioners, had also expired on the said date. It was further stated that no services had been rendered by the petitioners under the directions or aegis of the DCW after 31.12.2024 and that their subsequent appearances before various Courts, even if established, were unauthorised and could not constitute a basis for release of further remuneration. Accordingly, the DCW declined to release any payment beyond 31.12.2024.

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21

17. The principal issue which now survives for consideration is whether the Petitioners are entitled to remuneration for the period commencing from 01.01.2025, notwithstanding the expiry of their contractual engagements on 31.12.2024.

18. The stand of the DCW is that the RCC programme was not continued beyond 31.12.2024, pursuant to the decision of the Department of Women and Child Development, GNCTD. The DCW has explained that its proposal for continuation of the programme was not accepted on the ground that the legal assistance being provided through the RCC was duplicative of the services already available through the Delhi Police, the Courts and the Delhi State Legal Services Authority. Consequently, the MOUs entered into with the concerned NGOs were not renewed beyond 31.12.2024, and the consultancy agreements executed by the NGOs with the petitioners also came to an end. It is further the stand of the DCW that the petitioners were not its employees, but were engaged by the NGOs as consultants, and that the financial arrangement between the DCW and the NGOs was confined to the period ending 31.12.2024.

19. It is pertinent to note that the petitioners were aware that their contractual engagements were due to expire on 31.12.2024. In fact, upon receiving information regarding non-extension of their contracts, they submitted a representation dated 06.01.2025 seeking clarification from the DCW regarding renewal of their engagement. They also approached this Court seeking a direction for a decision on the said representation. Thus, the petitioners were conscious that their contractual arrangements had not been renewed and that no formal

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21

extension had been communicated to them.

20. However, the mere expiry of the contractual arrangements on 31.12.2024 does not, by itself, conclude the issue which arises for consideration. The petitioners have asserted that, in the preceding years, their contractual engagements had frequently been extended after the expiry of the earlier contracts. According to them, this had become the established course of dealing between the concerned parties, and they were, therefore, under a *bona fide* impression that the formal process of renewal or extension might take place subsequently, as had happened on earlier occasions.

21. The petitioners have specifically contended that, acting on the aforesaid *bona fide* belief, they continued to appear before the concerned Courts and provide legal assistance to victims of sexual offences, as they had been doing under the RCC. In the peculiar facts of the present case, where the petitioners had been discharging these responsibilities over a period of time and where their engagements had, in the past, been extended after the expiry of the earlier contracts, their assertion that they continued working in anticipation of a formal renewal cannot be said to be wholly implausible. If the petitioners did, in fact, continued to render services during the period immediately following the expiry of their contracts, they ought not to be denied all remuneration.

22. In support of their assertion that they continued to appear and render services after 31.12.2024, the petitioners have placed reliance upon certificates issued by the concerned District Judges. Although the Respondents have disputed the Petitioners' claim and pointed out that

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21

their names do not find mention in the relevant order sheets, undisputedly the certificates relied upon by the petitioners have been issued by senior judicial officers. Such certificates constitute relevant material in support of the petitioners' claim and cannot be disregarded merely on the ground that their appearances may not have been separately recorded in the order sheets.

23. However, the petitioners cannot be granted remuneration for the entire period claimed by them, that is, till 31.10.2025. It is undisputed that their contractual engagements were not formally extended beyond 31.12.2024 and that the RCC programme itself was discontinued thereafter. The past practice of belated renewals may explain why the petitioners initially continued to discharge their functions in the expectation that their engagements would be renewed. However, such an expectation cannot be permitted to subsist indefinitely, particularly when the petitioners were aware of the non-extension of their contracts and had themselves sought clarification from the DCW in this regard.

24. In the opinion of this Court, the circumstances of the present case warrant a balance between the petitioners' *bona fide* expectation arising from the past practice of belated renewals and the undisputed position that no formal extension of their engagements was granted.

25. Having regard to the nature of the responsibilities discharged by the petitioners, the past course of dealings between the parties and the certificates issued by the concerned judicial officers, this Court is of the view that the ends of justice would be met if the petitioners are granted remuneration for the period from 01.01.2025 to 31.03.2025.

26. The respondents are permitted to withdraw the amount deposited

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21

before this Court pursuant to order dated 23.09.2025 and disburse the remuneration due to the petitioners for the period of 01.01.2025 till 31.03.2025 along with accrued interest within a period of 3 weeks.

27. The present petitions are disposed of in the aforesaid terms.

28. Pending applications also stand disposed of.

29. A copy of the order be placed in all the matters.

AMIT MAHAJAN, J

NOVEMBER 6, 2026
"SS"

Signature Not Verified
Signed By:HARMINDER KAUR
Signing Date:14.11.2026 22:46:21