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

+ **EX.P. 42/2020, CCP(O) 6/2022, CCP(O) 25/2022, CCP(O) 39/2022, CCP(O) 60/2022, CCP(O) 5/2023, CCP(O) 68/2023, CCP(O) 69/2024, CRL.M.A. 816/2022, EX.APPL.(OS) 942/2020, EX.APPL.(OS) 1036/2020, EX.APPL.(OS) 465/2021, EX.APPL.(OS) 63/2022, EX.APPL.(OS) 2865/2022, EX.APPL.(OS) 3003/2022, EX.APPL.(OS) 1352-1355/2024 and EX.APPL.(OS) 1437/2024**

SARABJIT SINGH CHADHA

.....Decree Holder

Through: Mr. Abhijat, Senior Advocate with Mr. Rohit Gandhi, Ms. Cham Shahi, Mr. Siddharth Kaushik, Mr. Hargun Singh Kalra, Mr. Varun Trivedi, Mr. Himmat Anand, Mr. Harsh Vardhan Gupta, Mr. Maheshwar Singh Salaria with decree-holder in person.

Versus

DINESH SEHGAL

.....Judgement Debtor

Through: Mr. Anirban Bhattacharya, Mr. Apoorv Agarwal, Ms. Divya Verma, Advocates for JD along with JD in person.  
Ms. Anusha Naarajan, Ms. Aakanksha Bholra and Ms. Carina Arora, Advocates for applicants in EX.APPL.(OS) 1437/2024  
Mr. Rajiv K. Garg, Advocate in EX.APPL.(OS) 1538/2024.



**CORAM:**  
**HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV**

**ORDER**  
% **03.02.2025**

1. On 13.01.2025, this matter was called out for consideration of various applications. The Court in terms of paragraph no.3, *prima facie*, opined that the judgment-debtor was in violation of various orders passed by this Court. However, keeping in mind the submissions made by Mr. Anirban Bhattacharya, learned counsel for the judgment-debtor, who contended that the judgment-debtor was willing to make the payment as had been undertaken by way of affidavit dated 20.12.2024, *albeit* with modification. The Court granted time to the judgment-debtor to satisfy his *bona fides*. The order dated 13.01.2025 reads as under:-

“.....

3. *After hearing the parties for some time, the Court was of the prima facie opinion that the judgment debtor was in defiance of the various orders passed by this Court. However, Mr. Anirban Bhattacharya, learned counsel for the judgment debtor, in all fairness has stated that the judgment debtor is ready and willing to make the payment, as was undertaken by way of the affidavit dated 20.12.2024. However, on account of some genuine difficulties faced by the judgment debtor, the same could not be adhered to.*

4. *Learned counsel further submits that he would make the payment of Rs.50 lacs (₹ 50,00,000/-) within three working days, a payment of Rs.2 crores (₹ 2,00,00,000/-) within 15 days thereafter, and a payment of Rs.2.50 cores (₹ 2,50,00,000/-) in two installments of three months each.*

5. *The Court finds that the bona fides of the judgment debtor can be looked into only when the judgment debtor places on record a proper affidavit, undertaking the schedule of the payment, to be made to the decree-holder.*

6. *The judgment debtor shall remain personally present on the next date of hearing.*

7. *List on 14.01.2025.*



8. *Order dasti.*”

2. Thereafter, the matter was called out on 14.01.2025 and the affidavit filed by the judgment-debtor was taken on record. In the said affidavit, a fresh timeline was undertaken by the judgment-debtor to be adhered to. A payment of ₹ 50,00,000/- was to be made by 16.01.2025, and by 31.01.2025, a further sum of ₹ 2 Crores was to be paid. Thereafter, in two equal installments of ₹ 2.50 Crores each, which were payable on 30.04.2025 and 31.07.2025, the entire payment was undertaken to be made by the judgment-debtor. The matter was thereafter adjourned for 17.01.2025.

3. On that date, a demand draft for a sum of ₹ 20,00,000/- was handed over by the judgment debtor to the decree-holder besides handing over a cheque dated 24.01.2025 for a sum of ₹ 30,00,000/-. In addition, a payment of ₹ 50,00,000/- as has been recorded earlier and was undertaken in the affidavit was stated to be made by 16.01.2025. In addition, a payment of ₹ 2 Crores was also undertaken to be paid by 31.01.2025. The order dated 17.01.2025 reads as under:-

*“1. A demand draft of ₹ 20,00,000/- has been handed over by the judgment-debtor to Mr. Abhijat, learned senior counsel appearing on behalf of the decree-holder, besides handing over a cheque of ₹ 30,00,000/-, which is payable on 24.01.2025.*

*2. Though the judgment-debtor unequivocally placed on record an undertaking that he would make the payment of ₹ 50 lakhs by RTGS/DD by 16.01.2025, however, in the interest of justice, the aforesaid DD and cheque are directed to be accepted without prejudice to the rights and contentions to be raised by the petitioner.*

*3. In addition, an undertaking of the judgment-debtor is further placed on record, who states that by 31.01.2025, he undertakes to make the payment of ₹2 crores, as has already been recorded vide order dated 14.01.2025.*

*4. Let a photocopy of the aforesaid DD and cheque be also placed, on record.*



5. List on 03.02.2025 for reporting compliance.”

4. Today, when the matter is called out, Mr. Anirban Bhattacharya, learned counsel who appears along with judgment-debtor, namely, Dinesh Sehgal submits that he could not be able to arrange the aforesaid sum, and therefore, the undertaking could not be adhered to.

5. Mr. Abhijat, learned senior counsel for the decree-holder points out that the cheque of ₹ 30,00,000/- which was payable on 24.01.2025, has also been dishonoured.

6. Under the aforesaid circumstances, the Court finds that there is a flagrant violation by judgment-debtor to his undertaking, which stood recorded in various orders in the instant proceedings.

7. This Court, in *Indra Pasricha v. Deepika Chauhan*<sup>1</sup> has, after relying on a catena of judgments on the aspect of Civil Contempt, observed that Section 2(b) of the Contempt of Courts Act, 1971 defines “civil contempt” and the same includes wilful disobedience or wilful breach of an undertaking given to a Court. The relevant portion of the said decision reads as under:-

*“14. In the present case, assuming that Respondent 1 was initially not aware about the consent decree, it is pertinent to note that the moment she was informed about the undertaking given by R.N. Kapur, through whom Respondent 1 derives title, she ought to have respected the undertaking given to the court and should not have persistently breached the same. This Court is of the opinion that obstinate and wilful act on the part of the respondent not to disobey the consent decree amounts to civil contempt under Section 2(b) of the Contempt of Courts, 1971 Act.”*

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<sup>1</sup> (2022) 2 HCC (Del) 769



8. Furthermore, in *Court on its own motion v. Amar Singh Bhalla*<sup>2</sup>, this Court has opined that any individual cannot be allowed to trounce the majesty of law and pollute the streams of justice by brazenly engaging in contumacious conduct with the aim of hoodwinking the judicial system.

9. The Court in the said decision, while placing reliance on the decision of the Supreme Court in the case of *Kapildeo Prasad Sah v. State of Bihar*<sup>3</sup> has observed that when the contemnor did not make any efforts to abide by his own undertakings, the Court was duty bound to ensure that the necessary consequences would follow.

10. The Court, thus, finds him guilty of contempt of Court.

11. On sentencing, the Court takes into consideration the submissions of Mr. Anirban Bhattacharya, learned counsel for the judgment-debtor, who undertakes that the judgment-debtor shall make the payment of ₹30,00,000/, by 09.02.2025 through RTGS.

12. List this matter on 11.02.2025.

13. Let the judgment-debtor to remain personally present on the next date of the hearing.

**PURUSHAINDR KUMAR KAURAV, J**

**FEBRUARY 3, 2025**

*Nc/sp*

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<sup>2</sup> 2023 SCC OnLine Del 5740

<sup>3</sup> (1999) 7 SCC 569