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

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Date of Decision: 21.05.2026+ **CONT.CAS(C) 54/2025**

BUSHR PARVEEN

.....Petitioner

Through: Mr. Dinesh Lal, Ms. Heena Bisht, Mr. Abhishek Ranjan and Mr. Afjal Ansan, advocates alongwith Petitioner in person.

versus

DR AAMIR KHAN

.....Respondent

Through: Mr. Anand Kumar, Mr. Afajal Ansari and Mr. Chetan Singh, Advs. alongwith respondent.

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)****CM APPL.2706/2025 (Exemption)**

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

CONT.CAS(C) 54/2025

3. The factual background in the context of which the petition has been filed, is peculiar.
4. The petitioner initially filed an FIR No. 438/2021 under Sections 376 and 328 of the IPC at P.S. Ranjit Nagar against the respondent. Following the registration of the said FIR, a Nikahnama was performed between the parties.
5. *Vide* order dated 18.12.2021 passed by the Additional Sessions Judge, Tis Hazari Courts, the respondent was granted bail. Thereafter, on



06.03.2022, a formal marriage ceremony took place between the parties.

6. Subsequently, the parties executed a compromise deed dated 04.04.2022, which was made the basis for quashing of the aforesaid FIR. The said compromise deed, *inter-alia*, contemplated that the respondent would bear all household expenses and pay a dedicated monthly allowance of Rs.25,000/- to the petitioner for her personal expenses.

7. Thereafter, in the above background, this Court *vide* order dated 24.05.2022 passed in CRL.M.C. 175/2022, quashed the aforesaid FIR No. 438/2021. It is the case of the petitioner that almost immediately after quashing of the said FIR, the respondent stopped making the monthly payments and subjected the petitioner to cruelty, forced her for abortion and also abandoned her.

8. Thereafter, the petitioner being aggrieved by the same, filed CONT.CAS(C) 460/2023, in which order dated 27.07.2023 came to be passed, which is in the following terms:

1. This is a petition seeking initiation of contempt proceedings against the respondent for violation of the undertaking made vide compromise deed dated 04.04.2022, as reflected in the order dated 24.05.2022 in CRL.M.C. No. 175/2022.
2. The petitioner is present in Court along with her counsel Ms. Rohtagi. The petitioner states that she still wants to give her marriage with the respondent another chance and wishes to stay with him.
3. The respondent is present in court with his counsel Mr. Anand Kumar. The respondent states that he too wishes to give the marriage another chance and wishes that the petitioner joins him in the matrimonial company.



4. In this view of the matter, it is directed that the petitioner shall join the respondent at village Sutari, Post Daryapur, District Bulandshehr, Uttar Pradesh.
5. Both parties are requested to give their marriage a chance to thrive and handle the relationship with care, affection and love.
6. In this view of the matter the contempt petition is disposed of.
7. The petitioner is at liberty to file a petition in accordance with law in case the situation so arises.
9. It is submitted that despite the aforesaid order, the respondent did not abide by its undertaking to take the petitioner back and co-habit with her. It is submitted that petitioner was blocked from entering the respondent's house, forcing her to file a complaint dated 22.08.2023 at PS Chola, Bulandsahar.
10. It is submitted that thereafter, yet another Contempt petition being CONT.CAS(C) 1785/2023 came to be filed by the petitioner for violation of the aforesaid order dated 27.07.2023. It is submitted that the same was withdrawn on account of being induced by the promises of an out of Court reconciliation.
11. However, the mutual reconciliation never materialised. Following the withdrawal by the petitioner of the aforesaid contempt petition bearing CONT.CAS(C) 1785/2023, the respondent sent a registered *Talaq* letter to the petitioner and second *Talaq* letter on Whatsapp, and subsequently married another individual.
12. *Prima facie*, in the above background, it is evident that the respondent has acted in breach of the compromise deed dated 04.04.2022, which imposed various obligations on the respondent, in particular, the obligation



to pay Rs.25,000/- per month to the petitioner. The said compromise deed had a crucial bearing on the proceedings in CRL.M.C. 175/2022, in which FIR No. 438/2021 was quashed by this Court *vide* order dated 24.05.2022. Despite having being absolved of the serious offences which were the subject matter of the aforesaid FIR, the respondent appears to have acted in absolute disdain of the compromise deed. In terms of the dicta in ***Balwantbhai Somabhai Bhandari v. Hiralal Somabhai***, (2023) 17 SCC 545 and ***Rita Markandey v. Surjit Singh Arora***, (1996) 6 SCC 14, the same amounts to ‘contempt’. The relevant observations in ***Balwantbhai Somabhai Bhandari*** (supra) are reproduced as under –

“66. In Rita Markandey v. Surjit Singh Arora [Rita Markandey v. Surjit Singh Arora, (1996) 6 SCC 14] , it was observed that even if parties have not filed an undertaking before the court but if the court was induced to sanction a particular course of action or inaction on the representation made by a party and the court ultimately finds that the party never intended to act on the said representation or such representation was false, the party would be guilty of committing contempt. It was observed : (SCC p. 20, para 12)

“12. Law is well settled that if any party gives an undertaking to the court to vacate the premises from which he is liable to be evicted under the orders of the court and there is a clear and deliberate breach thereof it amounts to civil contempt but since, in the present case, the respondent did not file any undertaking as envisaged in the order of this Court the question of his being punished for breach thereof does not arise. However, in our considered view even in a case where no such undertaking is given, a party to a litigation may be held liable for such contempt if the court is induced to sanction a particular course of action or inaction on the basis of the representation of such a party and the court ultimately finds that the party never intended to act on such representation or such representation was false. In other words, if on the representation of the respondent herein the Court was persuaded to pass the order dated 5-10-1995 extending the time for vacation of the suit premises,



he may be held guilty of contempt of court, notwithstanding non-furnishing of the undertaking, if it is found that the representation was false and the respondent never intended to act upon it.”

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74. As held in M. v. Home Office [M. v. Home Office, 1992 QB 270 : (1992) 2 WLR 73 (CA)] relied upon by this Court in Rama Narang [Rama Narang v. Ramesh Narang, (2006) 11 SCC 114] that if a party or solicitor or counsel on his behalf, so as to convey to the court a firm conviction that an undertaking is being given, that party will be bound and it will be no answer that he did not think that he was giving it or that he was misunderstood. The breach of an undertaking given to a court by a person in a pending proceeding on the faith of which the court sanctions a particular course of action is misconduct amounting to contempt.”

13. This Court also finds the conduct of the respondent in re-marrying some other person without discharging his obligations towards the petitioner, to be quite reprehensible.

14. In the circumstances, let a Show Cause Notice be issued to the respondent to show cause as to why he should not be punished for committing contempt of court as defined under Section 2(b) of the Contempt of Courts Act, 1971. Let the respondent file its reply to the Show Cause Notice within a period of four weeks from today.

15. List on 17.09.2026.

16. In the meantime, with a view to ensure that the continued infraction of the compromise deed does not continue, and to ensure that the respondent does not continue to take advantage / benefit from his contemptuous conduct, it is directed that the respondent shall pay a sum of Rs. 25,000/- per month to the petitioner as mandated *vide* the compromise deed dated 04.04.2022, w.e.f 01.05.2026. The amount due for the month of May, 2026 shall be paid within a period of one week from today and for future period,



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the amount shall be paid on or before 7th day of the concerned month.

MAY 21, 2026/at/ka

SACHIN DATTA, J