



2025:DHC:3075



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

% *Reserved on: 16th April 2025.*

Pronounced on: 28th April 2025.

+ **CONT.CAS(C) 1744/2024**

M/S RHINE POWER PVT. LTD.Petitioner

Through: Mr. Viksit Arora, Advocate.

versus

M/S RAMPRASTHA PROMOTERS AND DEVELOPERS PVT.

LTD. & ORS.Respondents

Through: Mr. Virender Ganda, Senior Advocate
along with Mr. Sougat Sinha, Ms. R.
Gayathri Manasa, Mr. Vishal
Majumdar, and Ms. Charmi Khurana
Advocates.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

JUDGMENT

CM APPL. 64994/2024 (*Application for interim direction*)

1. This application has been filed by petitioner seeking interim directions in order to safeguard the properties which have been allegedly parted by respondents in violation of the orders passed by the Court. The contempt petition was filed alleging wilful disobedience by respondents of order dated 2nd June 2023 passed by the Court in *O.M.P.(I)(COMM.) 192/2023*.

2. In this application, petitioner has prayed for the following directions:



“1. Pass an interim / ad interim order restraining further transfer, alienation or creation of any third-party rights or interest and parting of possession in respect of the Said Flats viz. B-2003 (1720 sq. ft.), C-1301 (1695 sq. ft.), C-2102 (1720 sq. ft.), D- 2102 (1720 sq. ft.), D-2103 (1720 sq. ft.), D-2204 (1695 sq. ft.), A-2202 (1720 sq. ft.), A-2203 (1720 sq. ft.), A-2002 (1720 sq. ft.), B-2202 (1720 sq. ft.), B-2203 (1720 sq. ft.), C-2102 (1720 sq. ft.), C-2103 (1720 sq. ft.), C-2203 (1695 sq. ft.), C-2204 (1695 sq. ft.) situated at apartment complex “PRIMERA”, located at Ramprastha City, Sector 37-D, Gurugram, Haryana, by any third party deriving any right, title or interest from the execution of any agreement(s) / conveyance deed(s) by the Contemnors; and/or

3. Pass an interim / ad interim order directing the concerned Sub-Registrar, Kadipur, Gurugram to not register any agreement /conveyance deed in respect of the Said Flats viz. B-2003 (1720 sq.ft.), C-1301 (1695 sq. ft.), C-2102 (1720 sq. ft.), D-2102 (1720 sq.ft.), D-2103 (1720 sq. ft.), D-2204 (1695 sq. ft.), A-2202 (1720 sq.ft.), A-2203 (1720 sq. ft.), A-2002 (1720 sq. ft.), B-2202 (1720 sq. ft.), B-2203 (1720 sq. ft.), C-2102 (1720 sq. ft.), C-2103 (1720 sq. ft.), C-2203 (1695 sq. ft.), C-2204 (1695 sq. ft.) situated at apartment complex “PRIMERA”, located at Ramprastha City, Sector 37-D, Gurugram, Haryana.”

4. Essentially, respondent no.1 (*Company*) owed petitioner-*Company* a sum of Rs.7,33,30,548/- as of 27th September 2018. In lieu of the monies, the parties entered into five Agreements to Sell, all dated 27th September 2018, whereby respondent no.1 agreed to sell *twenty-one* flats/apartments to



petitioner, developed as part of a multi-storeyed residential complex known as “PRIMERA”, located at *Ramprastha City, Sector 37-D, Gurugram*.

5. The cumulative consideration under the Agreements to Sell totalled *Rs.7,33,30,548/-*, in lieu of *twenty-one* flats. The Agreements also contained a buy-back provision.

6. Respondent no.1 availed buy-back option in respect of two Agreements to Sell dated 27th September 2018, and upon having made requisite payment, Cancellation Agreement dated 3rd June 2019 was entered between petitioner and respondent no.1. Accordingly, two out of five Agreements to Sell were cancelled.

7. Thereafter, despite several communications, petitioner alleged that buy-back option could not be exercised for balance *fifteen* flats and had lapsed. Therefore, it became obligatory for respondent no.1 to convey *fifteen* flats to petitioner, in accordance with terms of three agreements.

8. Apprehending that respondents would create third-party rights in these properties since there was a lack of response, petitioner filed petition under Section 9 of the Arbitration and Conciliation Act, 1996 (‘A&C Act’) on 31st May 2023, before this Court.

9. On 2nd June 2023, this Court restrained respondent no.1 from creating third-party interest or parting with the possession of any of the *fifteen* flats, which were subject matter of the three Agreements to Sell. The operative part of the said order is reproduced as under:

“7. Accordingly, the respondent no.1 is restrained from creating any third-party interest or parting



with possession of the subject flats mentioned in prayer (i) of the petition till further orders.”

10. Subsequently, petitioner invoked arbitration sending a Notice under Section 21 of A&C Act. *Vide* orders dated 19th October 2023 and 7th November 2023, this Court disposed of the petition under Section 9 of A&C Act extending the protection afforded to petitioner *vide* order dated 2nd June 2023, till such time as the Arbitrator took up petitioner’s application under Section 17 of the A&C Act, and relegated the parties to arbitration.

11. Petitioner, accordingly, filed an application under Section 17 of the A&C Act, before the Arbitral Tribunal on 4th December 2023.

12. By order dated 9th January 2024, the Arbitral Tribunal extended the protection afforded to petitioner (*vide* order dated 2nd June 2023 of this Court). Subsequently, by order dated 22nd January 2024, the Arbitral Tribunal further extended the protection afforded to petitioner, and then by subsequent orders of 5th April 2024, 13th May 2024, 13th July 2024, 20th July 2024, 24th August 2024, and 19th October 2024, the protection was further extended.

13. Considering there was apprehension that the flats had been sold, the Arbitral Tribunal directed respondent no.1 to file an affidavit disclosing the status of *fifteen* flats. Respondent no.1 did not comply with the said directions and did not disclose the status of the *fifteen* flats.

14. On 12th July 2024, respondent no.1 filed an application for recall of order dated 13th May 2024, passed by the Arbitral Tribunal since it closed the right to file a Statement of Defence. The Tribunal declined to issue Notice on the application until it complied with its earlier orders of disclosure.



15. The Tribunal then observed that respondent no.1 was in breach of the injunction granted by this Court and also made reference to taking consequential steps before the appropriate Court. The following excerpt from the order dated 20th July 2024, is reproduced for ready reference:

“2. From the Affidavit of Assets, it appears that the Respondent has acted contrary to the Order initially passed by the Hon’ble Delhi High Court on 02.06.2023 in OMP (I) (Comm) 192/2023. From Annexure DB-2 filed with Affidavit of Assets it is seen that in respect of three flats i.e. Flat No. D-2103, C-2102 and C-2103, an agreement was executed by the Respondent with third parties prior to the date of the Order of injunction i.e. 02.06.2023. However, in respect of most of the other flats, agreements were executed after the date of grant of injunction, which has continued in operation till date, including under Section 17 of the Act, and possession was parted with after 02.06.2023 in all cases. The Claimant is at liberty to take whatever steps it considers necessary for the apparent breach of the Order of injunction before the appropriate Court.”

(emphasis added)

16. Accordingly, the contempt petition was filed. An affidavit of Assets dated 24th July 2024, was then filed before the Tribunal.

Submissions on behalf of respondent no.1

17. Mr. Virender Ganda, Senior Counsel for respondent no.1, did not dispute the fact that they have indeed transferred the possession of these *fifteen* flats to third parties. In this context, this application was pressed by the counsel for



petitioner, on the basis that respondents cannot be allowed to enjoy the fruits of contempt and disobedience of the orders of this Court.

18. This application, therefore, seeks a restraint order against further transfer, alienation, or creation of any third-party rights in respect of the said flats and also directions to the Sub-Registrar, *Kadipur, Gurugram* not to register any agreement or conveyance deed.

19. Counsel for respondent no.1 relied upon various orders/proceedings of the Arbitral Tribunal to persuade this Court that, in the context in which these flats were transferred, would not amount to wilful disobedience.

- i. **Firstly**, he relied upon the order of the Sole Arbitrator dated 13th July 2024, wherein it was recorded that petitioner had pressed the application under Section 17 of the A&C Act, on the basis of alleged violation by respondent no.1. It was recorded that respondent no.1 had furnished a bank guarantee of *Rs.3 Crores* on 11th July 2024, but the claimant/petitioner was entitled to further security. A valuation report of the *fifteen flats* was submitted, estimating their value at *Rs.23 Crores*. The Sole Arbitrator granted time to respondent no.1 to file a reply to the said application, and directed that the request for additional security would be considered thereafter. As regards the apprehension of petitioner that respondent no.1 will alienate or otherwise deal with the *fifteen flats* in the meantime, Sole Arbitrator noted that there was already an injunction operating against the alienation of the said flats which shall continue to operate;



- ii. **Secondly**, he relied upon the Minutes of the Sole Arbitrator's proceedings dated 20th July 2024, where it was noted that the claimant was at liberty to take appropriate steps, it considers necessary, for the breach of the injunction order before the appropriate Court. It was noted that conveyance deed has not been registered in respect of the flats in question except in respect of *Flat No.D-2103*, where the conveyance deed was registered in favour of a third party on 20th September 2023. Respondent no.1 was then restrained from executing conveyance deed in respect of the said flats in question on which the injunction was operated. The concerned Sub-Registrar, *Kadipur, Gurugram* was directed not to register any conveyance deed or any other instrument executed by respondent no.1 in respect of the flats *B-2003, C-1301, C-2102, D-2102, D-2204, A-2202, A-2203, A-2002, B-2202, B-2203, C-2102, C-2103, C-2203 & C-2204*, situated at Apartment Complex '*PRIMERA*' located at *Ramprastha City, Sector-37 D, Gurugram, Haryana*;
- iii. **Thirdly**, he also relied upon the order dated 4th December 2024, noting that an application had been moved for recall of order dated 13th May 2024. It was directed that respondent no.1 would file a Statement of Defence and documents within one week;
- iv. **Lastly**, he relied upon a table, which was part of his preliminary reply-cum-objection to the contempt petition, to contend that respondent no.1 had paid consistently over a period of time to petitioner and petitioner



had availed buy-back option under the security agreement from time to time.

20. Senior Counsel for respondent no.1 relied upon the decision in ***Indus Tower Ltd. v Quadrant Televentures Ltd.*** 2023/DHC/000837, a decision passed in petition under Section 9 petition of the A&C Act. The relevant paragraphs relied upon by the Senior Counsel for respondent no.1 are as under:

“32. It has also been submitted that an order obtained by material suppression of facts amounts to fraud and is non-est in the eyes of law. It has been stated by the Respondents that the said order has been obtained by active concealment of material facts on behalf of the Petitioner. The said being disputed questions of fact that fall outside the purview of the contempt proceedings need not be adjudicated in the instant petition. This Court thus leaves it open to the parties to pursue their respective claim as levelled herein in appropriate proceedings as may be permissible in law.

33. In any case, while dealing with a contempt petition, the Court is not expected to conduct a roving inquiry and go beyond the very judgment which was allegedly violated. The said principle has to be applied with more vigour when disputed questions of facts are involved. The element of intention is an undisputedly essential ingredient for commission of a civil contempt of an order of the Court. Therefore, in view of the disputed questions qua the proceedings, it cannot be concluded beyond reasonable doubt that the Respondent No. 1 has committed deliberate or willful breach or disobedience of the aforesaid order. It is also a matter of fact that much water has flown under the bridge since the interim order against which the



contempt has been sought was sought to be vacated and the same was transferred by this Court to the arbitrator and was disposed of by making an alteration to the security amount. Subsequently, the arbitrator passed the final award which again has been challenged by the parties.”

(emphasis added)

Submissions on behalf of petitioner

21. Refuting the contentions of respondent, counsel for petitioner effectively focused his arguments on the fact that respondents were clearly in contempt, considering the admitted facts, as well as the orders passed by the Sole Arbitrator and, therefore, cannot be seen to enjoy the fruits of their contempt.

22. In this regard, he relied upon ***Balwantbhai Somabhai Bhandari v Hiralal Somabhai Contractor*** (2023) 17 SCC 545, wherein the Supreme Court had held as part of the conclusion in *paragraph 116*, relating to a transfer of suit property *pendente lite*, extracted as under:

“116. We may summarise our final conclusion as under:

iii. Although the transfer of the suit property pendente lite may not be termed as void ab initio yet when the court is looking into such transfers in contempt proceedings the court can definitely declare such transactions to be void in order to maintain the majesty of law. Apart from punishing the contemnor, for his contumacious conduct, the majesty of law may demand that appropriate directions be issued by the court so that any advantage secured as a result of such contumacious conduct is completely nullified. This may



include issue of directions either for reversal of the transactions by declaring such transactions to be void or passing appropriate directions to the authorities concerned to ensure that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or any one claiming under him.

iv. The beneficiaries of any contumacious transaction have no right or locus to be heard in the contempt proceedings on the ground that they are bona fide purchasers of the property for value without notice and therefore, are necessary parties. Contempt is between the court and the contemnor and no third party can involve itself into the same.”

(emphasis added)

23. Counsel for petitioner also relied upon ***Prestige Lights Ltd. v SBI*** (2007) 8 SCC 449, wherein the Supreme Court referred to the decision of the Court of Appeal in ***Hadkinson v Hadkinson*** (1952) 2 All ER 567 (CA), which had been quoted as a reference for the Court to rectify the actions which have been taken by the party in violation of orders. The relevant paragraph of the said judgment is extracted as under for ease of reference:

“25. In the leading case of ***Hadkinson v. Hadkinson*** [1952 P 285 : (1952) 2 All ER 567 (CA)] the custody of a child was given to the mother by an interim order of the Court, but she was directed not to remove the child out of jurisdiction of the Court without the prior permission of the Court. In spite of the order, the mother removed the child to Australia without prior permission of the Court. On a summons by



father, the Court directed the mother to return the child within the jurisdiction of the Court. Meanwhile, an appeal was filed by the mother against that order. A preliminary objection was raised by the father that as the appellant was in contempt, she was not entitled to be heard on merits. Upholding the contention and speaking for the majority, Romer, L.J. observed : (All ER p. 572 C)

“... I am clearly of the opinion that the mother was not entitled, in view of her continuing contempt of court, to prosecute the present appeal and that she will not be entitled to be heard in support of it until she has taken the first and essential step towards purging her contempt of returning the child within the jurisdiction.”

In a concurring judgment, Denning, L.J. also stated : (All ER p. 575 C-D)

“The present case is a good example of a case where the disobedience of the party impedes the course of justice. So long as this boy remains in Australia, it is impossible for this Court to enforce its orders in respect of him. No good reason is shown why he should not be returned to this country so as to be within the jurisdiction of this Court. He should be returned before counsel is heard on the merits of this case, so that, whatever order is made, this Court will be able to enforce it. I am prepared to accept the view that in the first instance the mother acted in ignorance of the order, but nevertheless, once she came to know of it, she ought to have put the matter right by bringing the boy back. Until the boy is returned, we must decline to hear her appeal.”



(emphasis added)

Analysis

24. It is undeniable that respondent no.1 had been restrained from creating third-party interest or parting with the possession of any of the *fifteen flats* which was the subject matter of three Agreements to Sell. The orders were passed by this Court on 2nd June 2023 and thereafter, the same protection was continued by the Arbitral Tribunal by orders dated 9th January 2024 and subsequent orders.

25. On the directions of the Arbitral Tribunal, respondent no.1 disclosed the status of the *fifteen flats*. It was noted on 20th July 2024, on a perusal of the Affidavit of Assets, that it appears that respondent no.1 had acted contrary to the orders passed by this Court on 2nd June 2023. The Arbitral Tribunal noted that in respect of other flats, agreements were executed after the date of grant of injunction which has continued in operation till date, and possession was parted after 2nd June 2023, in all cases.

26. Though respondent no.1 sought to rely on the proceedings before the Arbitral Tribunal, those do not really support his case. The order by the Arbitral Tribunal on 20th July 2024, in fact, restrains respondent no.1 from executing any conveyance deed in respect of the flats in question and directions to the concerned Sub-Registrar, *Kadipur, Gurugram* not to register any conveyance deed with respect to certain flats.

27. In fact, even in relation to the application for additional security, the Court does not dismiss the same and in fact notes that the value of the *fifteen*



flats was approximately Rs.23 Crores. The Arbitral Tribunal has passed all relevant directions which are required for putting respondent no.1 to terms and preventing the alienation of the said properties.

28. However, respondent no.1 has no case to resist the said application considering that it is a matter of record that it had transferred the possession of the said flats after order of 2nd June 2023.

29. Reliance of petitioner's counsel on **Balwantbhai Somabhai** (*supra*) is apposite. The appeals before the Supreme Court were under Section 19(1) of the Contempt of Courts Act,1971, filed by the contemnors who have been punished by the High Court and another connected appeal which were filed at the instant of the beneficiaries of the contemptuous transactions. The appellants in the latter appeal were purchasers of the suit properties from the contemnors. The contemnors had been held guilty of contempt by High Court of Gujarat for disobedience of undertaking given to the Court. Despite having given the undertaking that the property would not be disposed of, the contemnors proceeded to execute as many as thirteen sale deeds in favour of different parties.

30. The Supreme Court discussed the principles governing the exercise of contempt jurisdiction in *paragraphs 40-48* and culled out the principal issues in *paragraph 49*. One of the issues was as under:

“49. We would like to address ourselves broadly on four questions:

(iii) Whether the contempt court has the power to declare any contemptuous transaction non est or void? In other words, although the transfer of the



suit property pendente lite is not void ab initio yet when the court is looking into such transfers in contempt proceedings, whether the court can declare such transactions to be void in order to maintain the majesty of law?”

(emphasis added)

31. To assess this question, the Court analyzed various decisions, which are narrated in *paragraph 79-89* of the said Judgment. In *paragraph 88*, the Court stated as under:

“88. Thus, although Section 52 of the 1882 Act does not render a transfer pendente lite void yet the court while exercising contempt jurisdiction may be justified to pass directions either for reversal of the transactions in question by declaring the said transactions to be void or proceed to pass appropriate directions to the authorities concerned to ensure that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or anyone claiming under him.”

(emphasis added)

32. The Supreme Court categorically emphasized that a party cannot seem to benefit from disobedience of the Court orders and the contempt court was justified in passing directions for reversal of transactions or declare the said transactions to be void or proceed to pass appropriate directions to the concerned authorities.

33. It was in this context that the conclusion in *paragraph 116(iii)* was arrived at, which is extracted as under:



“116. We may summarise our final conclusion as under:

iii. Although the transfer of the suit property pendente lite may not be termed as void ab initio yet when the court is looking into such transfers in contempt proceedings the court can definitely declare such transactions to be void in order to maintain the majesty of law. Apart from punishing the contemnor, for his contumacious conduct, the majesty of law may demand that appropriate directions be issued by the court so that any advantage secured as a result of such contumacious conduct is completely nullified. This may include issue of directions either for reversal of the transactions by declaring such transactions to be void or passing appropriate directions to the authorities concerned to ensure that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or any one claiming under him.”

(emphasis added)

34. Though it was not cited by the parties, reference may also be made to ***Amit Kumar Das v Shrimati Hutheesingh Tagore Charitable Trust*** 2024 SCC OnLine SC 83, wherein the Supreme Court noted the decision in ***Delhi Development Authority v Skipper Construction Co. (P) Ltd.*** (1996) 4 SCC 622 and ***Mohd. Idris v Rustam Jehangir Babuji*** (1984) 4 SCC 216 and stated as under:

“15. Significantly, the 2-Judge Bench had merely echoed the affirmation of the legal position by another 2-Judge Bench of this Court in *Delhi Development Authority v. Skipper Construction*



Co. (P) Ltd. The principle that a contemnor ought not to be permitted to enjoy and/or keep the fruits of his contempt was reiterated therein. Reference was made by the Bench to *Mohammad Idris v. Rustam Jehangir Babuji*, wherein it was held that undergoing punishment for contempt would not mean that the Court is not entitled to give appropriate directions for remedying and rectifying the things done in violation of its orders. Therefore, the principle that stands crystallized by these judgments is that, in addition to punishing a contemnor for disobeying its orders, the Court can also ensure that such a contemnor does not continue to enjoy the benefits of his disobedience by merely suffering the punishment meted out to him.”

(emphasis added)

35. Reference may also be made to *Mazdoor Sangh v Baranagore Jute Factory Plc.* (2017) 5 SCC 506, wherein the Supreme Court also reiterated the decision in *Delhi Development Authority v Skipper Construction* (*supra*) as under:

“23. As held by this Court in *DDA v. Skipper Construction Co. (P) Ltd.* [(1996) 4 SCC 622], and going a step further, the Court has a duty to issue appropriate directions for remedying or rectifying the things done in violation of the orders. In that regard, the Court may even take restitutive measures at any stage of the proceedings.”

(emphasis added)

36. It would also be important and instructive to quote the relevant passages from *Delhi Development Authority v Skipper Construction* (*supra*):



17. The principle that a contemner ought not to be permitted to enjoy and/or keep the fruits of his contempt is well settled. In Mohd. Idris v. Rustam Jehangir Babuji [(1984) 4 SCC 216 : 1984 SCC (Cri) 587 : (1985) 1 SCR 598] this Court held clearly that undergoing the punishment for contempt does not mean that the Court is not entitled to give appropriate directions for remedying and rectifying the things done in violation of its orders. The petitioners therein had given an undertaking to the Bombay High Court. They acted in breach of it. A learned Single Judge held them guilty of contempt and imposed a sentence of one month's imprisonment. In addition thereto, the learned Single Judge made appropriate directions to remedy the breach of undertaking. It was contended before this Court that the learned Judge was not justified in giving the aforesaid directions in addition to punishing the petitioners for contempt of court. The argument was rejected holding that “the Single Judge was quite right in giving appropriate directions to close the breach (of undertaking)”.

18. The above principle has been applied even in the case of violation of orders of injunction issued by civil courts. In Clarke v. Chadburn [(1985) 1 All ER 211] Sir Robert Megarry V-C observed:

“I need not cite authority for the proposition that it is of high importance that orders of the court should be obeyed. Wilful disobedience to an order of the court is punishable as a contempt of court, and I feel no doubt that such disobedience may properly be described as being illegal. If by such disobedience the persons enjoined claim that they have validly effected some charge in the rights and



liabilities of others, I cannot see why it should be said that although they are liable to penalties for contempt of court for doing what they did, nevertheless those acts were validly done. Of course, if an act is done, it is not undone merely by pointing out that it was done in breach of the law. If a meeting is held in breach of an injunction, it cannot be said that the meeting has not been held. But the legal consequences of what has been done in breach of the law may plainly be very much affected by the illegality. It seems to me on principle that those who defy a prohibition ought not to be able to claim that the fruits of their defiance are good, and not tainted by the illegality that produced them."

19. To the same effect are the decisions of the Madras and Calcutta High Courts in Century Flour Mills Ltd. v. S. Suppiah [AIR 1975 Mad 270 : (1975) 2 MLJ 54] and Sujit Pal v. Prabir Kumar Sun [AIR 1986 Cal 220 : (1986) 90 CWN 342]. In Century Flour Mills Ltd. [AIR 1975 Mad 270 : (1975) 2 MLJ 54] it was held by a Full Bench of the Madras High Court that where an act is done in violation of an order of stay or injunction, it is the duty of the court, as a policy, to set the wrong right and not allow the perpetuation of the wrongdoing. The inherent power of the court, it was held, is not only available in such a case, but it is bound to exercise it to undo the wrong in the interest of justice. That was a case where a meeting was held contrary to an order of injunction. The Court refused to recognise that the holding of the meeting is a legal one. It put back the parties in the same position as they stood immediately prior to the service of the interim order.



20. *In Sujit Pal [AIR 1986 Cal 220 : (1986) 90 CWN 342] a Division Bench of the Calcutta High Court has taken the same view. There, the defendant forcibly dispossessed the plaintiff in violation of the order of injunction and took possession of the property. The Court directed the restoration of possession to the plaintiff with the aid of police. The Court observed that no technicality can prevent the court from doing justice in exercise of its inherent powers. It held that the object of Rule 2-A of Order 39 will be fulfilled only where such mandatory direction is given for restoration of possession to the aggrieved party. This was necessary, it observed, to prevent the abuse of process of law.*

21. *There is no doubt that this salutary rule has to be applied and given effect to by this Court, if necessary, by overruling any procedural or other technical objections. Article 129 is a constitutional power and when exercised in tandem with Article 142, all such objections should give way. The court must ensure full justice between the parties before it.*

(emphasis added)

37. The Court, therefore, will not hesitate in allowing this application and granting the relief as prayed for by petitioner in terms of prayers which are extracted in *paragraph (2)* above.

38. Essentially, there shall be an interim order restraining further transfer, alienation or creation of any third-party rights or interests and the parting of possession in respect of the flats as noted.

39. Therefore, respondent no.1 will ensure that there is no further transfer, alienation or creation of any third-party rights or interest and parting of



possession in respect of the “Said Flats” viz. B-2003 (1720 sq. ft.), C-1301 (1695 sq. ft.), C-2102 (1720 sq. ft.), D- 2102 (1720 sq. ft.), D-2103 (1720 sq. ft.), D-2204 (1695 sq. ft.), A-2202 (1720 sq. ft.), A-2203 (1720 sq. ft.), A-2002 (1720 sq. ft.), B-2202 (1720 sq. ft.), B-2203 (1720 sq. ft.), C-2102 (1720 sq. ft.), C-2103 (1720 sq. ft.), C-2203 (1695 sq. ft.), C-2204 (1695 sq. ft.) situated at apartment complex “PRIMERA”, located at Ramprastha City, Sector 37-D, Gurugram, Haryana, by any third party deriving any right, title or interest from the execution of any agreement(s) / conveyance deed(s), and further the Sub-Registrar, Kadipur, Gurugram is directed not to register any conveyance deed/agreement in respect of the Said Flats.

40. As per the decision of the Supreme Court in **Balwantbhai Somabhai** (*supra*), third parties have neither *locus* nor right to be heard in contempt proceedings, even if they are *bona fide* purchaser for value without notice. Also, these directions are necessary to preserve the current status of the properties so that they are not dissipated further and respondents crystallize the benefits of their *prima facie* contumacious conduct. The Supreme Court endorses casting the net wider in order to deter a contemnor from enjoying the fruits of contempt, in order to maintain the majesty of law. Otherwise, chicanery and ingenuity would easily render a Court’s order futile and ineffective.

41. Respondent no.1 is directed to supply a copy of this order to all the third parties to whom they have transferred the “Said Flats”.

42. Accordingly, the application is disposed of in the above terms.



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43. Considering that the possession has already been granted to the third parties, as per respondent no.1, the Court is not passing any coercive orders yet. Those issues will stand reserved for determination later. The Court is restricting the relief to what has been sought by petitioner in these applications.

CONT.CAS(C) 1744/2024

1. List on 29th August 2025, the date already fixed.
2. Judgment be uploaded on the website of this Court.

ANISH DAYAL, J.

APRIL 28, 2025/AK/bp