



2025:DHC:9451



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

% *Reserved on: 17th September, 2025*
Pronounced on: 29th October, 2025

+ **CONTEMPT CASE (C) 750/2019**

CAPITAL BUILDCON PVT. LTD.

Through its Authorised Representative
E-2, ARA Centre,
Jhandewalan Extension
New Delhi.

.....Petitioner

Through: Ms. Prarthana Singhania, Mr. Aditya
Puri, Advocates.

VERSUS

SOMESH KUMAR BISHNOI

S/o Sh. Maniram Bishnoi
R/o House No.1628,
Sector 15-II, Urban Estate,
Gurgaon, Haryana 122001.

.....Respondent

Through: Mr. Ravinder Kumar, Mr. Gaurav
Garg and Mr. Rahul Garg, Advocates
with Respondent in person.

+ **CRL. M.C.4511/2017**

SOMESH KUMAR BISHNOI

S/o Sh. Maniram Bishnoi
R/o House No.1628,
Sector 15-II, Urban Estate,
Gurgaon, Haryana 122001.

.....Petitioner



2025:DHC:9451



Through: Mr. Ravinder Kumar, Mr. Gaurav Garg and Mr. Rahul Garg, Advocates with Respondent in person.

VERSUS

CAPITAL BUILDCON PVT. LTD.

Through its Authorised Representative
E-2, ARA Centre,
Jhandewalan Extension
New Delhi.

.....Respondent

Through: Ms. Prarthana Singhania, Mr. Aditya Puri, Advocates.

+

CRL. M.C.4516/2017

SOMESH KUMAR BISHNOI

S/o Sh. Maniram Bishnoi
R/o House No.1628,
Sector 15-II, Urban Estate,
Gurgaon, Haryana 122001.

.....Petitioner

Through: Mr. Ravinder Kumar, Mr. Gaurav Garg and Mr. Rahul Garg, Advocates with Respondent in person.

VERSUS

M/S KRISHNA BUILDTECH PRIVATE LTD.

Through its Authorised Representative
E-2, ARA Centre,
Jhandewalan Extension
New Delhi.



2025:DHC:9451



.....Respondent

Through: Ms. Prarthana Singhania, Mr. Aditya
Puri, Advocates.

CORAM:**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****J U D G M E N T****NEENA BANSAL KRISHNA, J.**

1. The aforesaid three Petitions shall be decided together. A Contempt Petition under Section 2(b) of Contempt of Courts Act, 1971 has been filed by the **Petitioner/Capital Buildcon Private Limited** against the Respondent/Somesh Kumar Bishnoi for wilful and deliberate disobedience and **breach of Affidavit of Undertaking dated 31.10.2018 and Orders 22.10.2018 and 23.01.2019. CRL. M.C. No. 4511/2017 and CRL. M.C. No. 4516/2017** have been filed by **Somesh Kumar Bishnoi** (accused in the Complaint case under Section 138 of the Negotiable Instruments Act, 1881).
2. It is submitted that the Petitioner is a Private Limited Company and is wholly owned subsidiary of Anant Raj Industries Limited. The Petitioner was engaged in the business of real estate and Pankaj Nakra was the Authorized Signatory.
3. On 09.12.2006, M/s Anant Raj Industries entered into an Agreement dated 06.12.2006 for sale/purchase of specified land and properties with Somesh Kumar Bishnoi, who in discharge of the liabilities under the said Agreement, issued two Cheques dated 31.05.2008 in the sum of Rs.5,00,00,000/- and Rs.62,00,000/- drawn on Bank of Baroda, in favour of



2025:DHC:9451



in favour of the Petitioner/Capital Buildcon Private Limited, which on presentation, were *dishonoured for the reasons “funds insufficient”*.

4. The Petitioner/Capital Buildcon Private Limited filed a Criminal Complaint bearing **CC No.83/2013** under Section 138 of Negotiable Instruments Act, 1881 (*hereinafter referred to as ‘NI Act’*) in the Court of Ld. Metropolitan Magistrate. Somesh Kumar Bishnoi was **convicted** vide Judgment dated 16.08.2017 and vide Order on Sentence dated 07.09.2017, the Respondent was directed to pay a total Compensation of Rs.8,73,91,000/- to the Petitioner along with interest @ 6% per annum. It was directed that in default of non-payment of the Compensation amount by 07.10.2017, he shall undergo Simple Imprisonment of one and a half years.

5. Based on similar factual matrix, **M/s Krishna Buildtech Pvt. Ltd.** filed Criminal Complaint bearing **CC No.84/2013** against **Somesh Bishnoi/Respondent** under Section 138 N.I. Act in respect of dishonour of two Cheques bearing *Cheque No.860419 for Rs. 2,00,00,000/- and Cheque No.334941 for Rs.25,00,000/-*. The Somesh Kumar Bishnoi/Respondent was **convicted** vide Judgment dated 16.08.2017 and vide Order on Sentence dated 07.09.2017, the Respondent was directed to pay a total Compensation of Rs.3,49,87,500/- to M/s Krishna Buildtech along with interest @ 6% per annum. It was directed that in default of non-payment of the Compensation amount by 07.10.2017, Respondent shall undergo Simple Imprisonment of one and a half years.

6. **Criminal Appeal No.22/2017** and **Criminal Appeal No.23/2017** and **Criminal M.C. No.4511/2017** respectively were filed by the Respondent/Somesh Kumar Bishnoi against **Capital Buildcon Private and**



2025:DHC:9451



M/s Krishna Buildtech Pvt. Ltd. before the Ld. Special Judge who upheld the Conviction but *vide* Order dated 07.10.2017, *suspended the Sentence on the condition of deposit of Rs.5,62,00,000/- and Rs.2,25,00,000/- respectively*, by the Respondent within a period of one month.

7. Against the said Order of Ld. Special Judge, the Respondent/Contemnor filed two Petition under Section 482 Cr.P.C. bearing ***Criminal M.C. No.4511/2017*** titled '*Somesh Kumar Bishnoi vs. Capital Builder Pvt. Ltd.*', ***and Criminal M.C. No.4516/2017*** pertaining to *Krishna Buildtech Pvt. Ltd.* before this Court, in which the parties were referred to Mediation where the parties entered into a ***Settlement Agreement dated 27.12.2017***, whereby Respondent undertook to pay a sum of Rs.5,45,00,000/-. It was agreed that the amount of Rs.2,30,00,000/- already lying deposited with the Registrar General, shall be released in favour of the Petitioner.

8. Under this Agreement, the Respondent agreed to pay to the Petitioner a total amount of Rs. 5,45,00,000/- in the specified manner:-

- i. *Rs. 2,30,00,000/- deposited by the Respondent with the Registrar General, Delhi High Court shall be released to the Petitioner.*
- ii. *Post-dated Cheque No. 000314 dated 10.06.2018 for Rs 2,00,00,000/- drawn on Bank of Baroda, Gurugram Jharsa Road Branch issued by the Respondent in favour of Petitioner's parent company Anant Raj Ltd.*



2025:DHC:9451



iii. *Post-dated Cheque No. 000315 dated 10.10.2018 for Rs 1,15,00,000/- drawn on Bank of Baroda, Gurugram Jharsa Road Branch issued by the Respondent in favour of Petitioner's parent company Anant Raj Ltd.*

9. This Court in ***Criminal M.C. No.4516/2017*** against *Krishna Buildtech Pvt. Ltd.* on 09.01.2018, disposed of the matter while accepting the Settlement Agreement between the parties and directed that ***“parties shall remain bound by the terms of the settlement”***. However, the Petition has been revived on 18.11.2019, due to non-compliance of the terms of the Settlement.

10. ***Crl. M.C. No. 4511/2017*** pertaining to *Capital Buildcon Pvt. Ltd.* which was disposed of on 23.01.2019, is pending for revival on account of non-compliance with the terms of Settlement.

11. ***Ld. ASJ disposed of Criminal Appeal No.22/2017*** by *M/s Capital Buildcon Pvt. Ltd.* in terms of the Settlement, on 13.02.2018. However, the ***Criminal Appeal No.23/2017*** titled *against M/s Krishna Buildtech Pvt. Ltd.* was consigned *sine die* as the parties had been referred to Mediation.

12. The Petitioner has filed an Application bearing ***Crl. M.A. No.31911/2018*** and ***Crl. M.A. No.31909/2018*** in the two cases *for directing the Respondent/Somesh Kumar Bishnoi to comply with the terms of Settlement and to pay the balance amount within a specified period failing which he shall be liable to pay an interest @ 12% per annum, on account of the Respondent's wilful and deliberate violation of the Settlement Agreement dated 27.12.2017.*



13. Subsequently, on 22.10.2018, the **Respondent/ Somesh Kumar Bishnoi** submitted in Court that he shall pay the remaining balance amount Accordingly, vide Order dated 22.10.2018 **the Respondent/ Somesh Kumar Bishnoi was directed to file an Affidavit of Undertaking in this regard.**

14. The **Affidavit dated 31.10.2018** was accordingly filed by the **Somesh Kumar Bishnoi** wherein he undertook as follows:

“I have paid an amount of Rs. 30,00,000 (Thirty Lacs Only) to M/s Anantraj Limited vide cheque no. 000114 dated 07/11/2018 for an amount of Rs. 10,00,000/- and a Demand Draft of Rs. 20,00,000/- dated 30.10.2018 drawn on Bank of Baroda. The aforesaid cheque and demand draft have been duly received and acknowledged by the Respondent Company and the copy of the same are annexed herewith as Annexure A-1.

I undertake to pay the balance amount of Rs.1,17,50,000/- to the Respondents within 75 days of the order dated 22.10.2018”

15. Pursuant to this Undertaking, **Somesh Kumar Bishnoi** handed over Cheque No.000369 in the sum of Rs.89,50,000/- and Cheque No.000370 for Rs.15,00,000/- both dated 20.04.2019. The statements of the parties were also recorded and the matters (*Crl. M.C. No.4516/2017 and Crl. M.C. No.4511/2017*) were disposed of vide Order dated 23.01.2019.

16. However, the Cheques on presentation, were again dishonoured vide Memo dated 29.06.2019 for the reason *“funds insufficient”*.

17. **Criminal Contempt Case (C) 750/2019** has been filed by *Capital Buildcon Pvt. Ltd*, wherein it is submitted that despite repeated Orders and directions, the Respondent has once again deliberately and intentionally



violated the Affidavit of Undertaking dated 31.10.2018 and Orders dated 22.10.2018 and 23.01.2019 of this Court. The conduct amounts to interference and obstruction in the administration of justice. It prejudices the course of judicial proceedings and also tends to lower the majesty and authority of the Court.

18. *A prayer is, therefore, made that the Contempt proceedings be initiated against the Respondent and he be punished accordingly.*

19. **Ld. Counsel for the Respondent** submits that there is no wilful disobedience of the Undertaking given by the Respondent and he has full intention to pay the balance amount by December, 2025.

Submissions heard and record perused.

20. From the narration of facts as above, it emerges that there are two Complaint Cases under Section 138 NI Act which were filed by the *Capital Buildcon Pvt. Ltd.* and *Krishna Buildtech Pvt. Ltd.* (the Petitioner herein) against Somesh Kumar Bishnoi under Section 138 NI Act, in respect of one Cheque each of Rs.5,00,00,000/- (to the *Capital Buildcon Pvt. Ltd.*) and Rs.2,00,00,000/- (to *Krishna Buildtech*) respectively, which had got dishonoured on presentation, on account of *Insufficiency of Funds*.

21. The Respondent/Somesh Kumar Bishnoi (in both the cases) was convicted and sentenced in both the Complaints under Section 138 NI Act. The Two Appeals No. 22/2017 and 23/2017 were preferred by before the Court of Sessions Appeal wherein he was directed to deposit an amount of Rs.5,62,00,000/- for Suspension of Sentence (*in regard to Criminal Appeal No.22/2017 titled 'Somesh Kumar Bishnoi vs. M/s Capital Buildcon Pvt. Ltd.'* and Rs.2,25,00,000/- in the Criminal Appeal No.23/2017.



22. The Respondent filed two Petitions bearing Crl. M.C. No.4511/2017 and 4516/2017 for reduction in the amount to be deposited for Suspension of Sentence.

23. The **Crl. M.C. No.4511/2017** (arising out of Criminal Appeal No.22/2017) filed by the *Capital Buildcon Pvt. Ltd.* along with Crl. M.C. No.4516/2017 filed by *Krishna Buildtech Pvt. Ltd.*, was disposed of in terms of the Settlement *vide* Order dated 23.01.2019 and the same is still pending for revival. The Order reads as under:-

“Learned counsel for both the parties submit that the last order of 22nd October 2018, has been substantially complied with and two post dated checks of Rs.89,50,000/- bearing No. 000369 and Rs.15,00,000/- bearing No. 000370, both dated 20th April 2019, have already been handed over to the Respondent (Capital Builder Pvt. Ltd.).

Learned counsel for the Respondent submits that this case be posted for another day to ensure other aforesaid to post dated cheques (due for encashment on 20th April 2019) are actually encashed.

In the facts and circumstances of this case, it is deemed appropriate to dispose of the petitions, with the rider, that in case the aforesaid two dated cheques are dishonoured, then the effected party is at liberty to get this petition revived.

These petitions and application are accordingly disposed of with aforesaid rider.”

24. The **Contempt Petition** has been filed on behalf of the Petitioner/Capital Buildcon Pvt. Ltd. on account of non-compliance with the Undertaking given by the Respondent *vide* Affidavit dated 31.10.2018



25. It is pertinent to observe that the Undertaking dated 31.10.2018 had been given in compliance of the Settlement Agreement dated 27.12.2017. In the said Settlement dated 27.12.2017, it was specifically provided that *in case the terms of the Settlement are not complied with, the confirming party i.e. Anant Raj Industries Ltd. shall not be bound by the Agreement and shall be free to initiate any legal action in accordance with law.* It was further stipulated that in case the First Party/Somesh Kumar Bishnoi (*the Respondent herein*) is unable to make the entire payment as agreed in the Settlement Agreement by the due date, the Settlement Agreement shall stand cancelled and the amounts paid by Somesh Kumar Bishnoi, ***shall stand forfeited.***

26. Furthermore, the Second Party/Capital Buildcon Pvt. Ltd. (*the Petitioner herein*) / Krishna Buildtech Pvt. Ltd. and/or Confirming Party/Anant Raj Industries ***shall be entitled to proceed with the pending proceedings or initiate further proceedings in accordance with law.***

27. As has been noted above, the Respondent had made compliance by payment of major amounts due to the Petitioner under the Settlement Agreement, but only a small amount remains to be paid which is stated to be on account of financial difficulty.

28. The question which thus, ***arises is whether the circumstances justify initiation of Contempt, in the given circumstances.***

29. In the case of Dayawanti vs. Yogesh Kumar Gosain, 2017 SCC OnLine Del 110032 (Crl. Ref. No.1/2016) while answering the Reference about the binding nature of the Mediation Settlement, it was answered that in case the Settlement in Mediation is not complied with, the parties shall



have two remedies; one is to get the Settlement Order executed under Section 431 read with 421 Cr.P.C. to recover the agreed amount; and/or second option is to enforce the compliance and Undertaking as well as proceedings under Section 2(b) Contempt of Courts Act.

30. The legal position regarding Contempt proceedings for breach of court-recorded settlements has been reiterated by a Co-ordinate Bench of this Court in Lechamps (Sea) Pte Ltd vs. Ashish Gupta & Anr, Cont.Cas(C)631/2017 decided on 09.12.2024, where Contempt proceedings were initiated for alleged wilful breach of a Memorandum of Understanding taken on record by the Court *vide* Consent Order. It reaffirmed the principle that when parties enter into a settlement Agreement which is taken on record by the Court through a Consent Order, such settlement becomes enforceable and any breach thereof may also attract Contempt proceedings under Section 2(b) of the Contempt of Courts Act, 1971.

31. However, it is **well-settled** that for contempt proceedings to succeed under Section 2(b) of the Contempt of Courts Act, ***the disobedience must be wilful and deliberate, not merely a breach on account of inability or financial constraints.***

32. In the case of Kanwar Singh Saini vs. High Court of Delhi, (2012) 4 SCC 307, the Apex Court observed that the contempt proceedings being quasi-criminal in nature, the standard of proof required is in the same manner as in other criminal cases. The alleged contemnor is entitled to the protection of all safeguards/rights which are provided in the criminal jurisprudence, including the benefit of doubt. ***There must be a clear-cut case of obstruction of administration of justice by a party intentionally to***



bring the matter within the ambit of the said provision. The case should not rest only on surmises and conjectures.

33. In Kanwar Singh Saini, (supra), the Apex Court also placed reliance on Debabrata Bandhopadhyaya vs. State of W.B., AIR 1969 SC 189, wherein it was observed as under:-

*“9. A question whether there is contempt of court or not is a serious one. The court is both the accuser as well as the judge of the accusation. It behoves the court to act with as great circumspection as possible making all allowances for errors of judgment and difficulties arising from inveterate practices in courts and tribunals. **It is only when a clear case of contumacious conduct not explainable otherwise, arises that the contemnor must be punished.** ... Punishment under the law of contempt is called for **when the lapse is deliberate and in disregard of one’s duty and in defiance of authority.** To take action in an unclear case is to make the law of contempt do duty for other measures and is not to be encouraged.”*

(emphasis added)

34. In the case of Viterra B.V. vs. Sharp Corp Limited, O.M.P.(EFA)(COMM.)1/2022 and O.M.P.(EFA)(COMM.) 2/2022 (2024:DHC:9302), a co-ordinate bench of this Court aptly observed that the essence of contempt of Court is disdain and disrespect for the Court, and acts which reflect that attitude. ***Thus, every disobedience, or breach, of an Order passed by a Court, is not contempt. Intent is the essence of contempt. Sans intent, there can be no contempt.***

35. ***In the present case***, while there has been non-compliance with the Undertaking dated 31.10.2018 given pursuant to the Settlement Agreement



2025:DHC:9451



dated 27.12.2017, it is not disputed by both the parties that in the two Petitions, a major component of the agreed amount has been paid and Rs.70-75 lakhs (approx.) out of total amount of Rs.5,45,00,000/- only remains to be paid, which the Respondent has undertaken to pay by December, 2025. The delay in compliance is essentially on account of financial constraints and is not *wilful and contumacious*. No contempt action is warranted in the given circumstances.

36. The Respondent is given time till 31.12.2025, to pay the balance amount along with 12% interest as had been stated in the Affidavit of Undertaking dated 31.10.2018 failing which the Complainants are at liberty to seek execution of the undertaking given by Respondent Somesh Kumar Bishnoi. **The Contempt Petition No. 750/2019 is accordingly, disposed of.**

37. The *Crl. M.C. No.4511/2017* and *Crl. M.C. No.4516/2017* be listed on 17.02.2026, for further consideration.

**(NEENA BANSAL KRISHNA)
JUDGE**

**OCTOBER 29, 2025
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