



2026:DHC:8628



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IN THE HIGH COURT OF DELHI AT NEW DELHI***Date of Decision: 01st October, 2026***

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CNR No. DLHC010439432022

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CONT.CAS(C) 1279/2022&CM APPL. 6324/2023**MANSI BRAR****.....Petitioner**

Through: Mr. Zeeshan Diwan and Mr. Harsha,
Advocates.

versus

MOHIT SINGH**.....Respondent**

Through: Mr. Saurabh Kirpal, Senior Advocate
with Mr. Rudra Pratap, Mr. Tushar
Randhawa, Mr. Rahul Sharma and Mr.
Ali Ibrahim, Advocates.
Respondent *in-person*.

CORAM:**HON'BLE MR. JUSTICE AMIT SHARMA****JUDGMENT****AMIT SHARMA, J.**

1. The present petition under Sections 10 and 12 of the Contempt of Courts Act, 1971, read with Article 215 of the Constitution of India, 1950, seeks the following prayers: -

“A. Initiate proceedings and punish the Respondent/Contemnor for contempt of Order dated 28.03.2022 passed by this Hon’ble Court in OMP I COMM 58-62 of 2022; and/or

B. Any other order or direction that this Hon’ble Court feels



appropriate in the facts and circumstances of this case AND FOR THIS ACT OF KINDNESS THE PETITIONER AS IN DUTY BOUND SHALL EVER BE GARETFUL.”

2. The present petition alleges wilful disobedience of the directions contained in the judgment/order dated 28.03.2022 passed by learned Coordinate Bench of this Court in **O.M.P.(I)(COMM) No. 58-62/2022** in the petitions filed under Section 9 of the Arbitration and Conciliation Act, 1996¹, filed by the petitioner herein. In said petitions, on the statement of the counsel for the respondents therein, following directions were passed by learned Coordinate Bench: -

“9. Now that the Arbitral Tribunal has been appointed, Ms. Sehgal on instructions, states that instant petitions can be treated as applications under Section 17 of the Act and be decided expeditiously by the learned Arbitrator. She further, on instructions, states that till such time the Respondent shall maintain status quo regarding the title and possession of the properties that are subject matter of the aforementioned MoUs.

10. In light of the above-mentioned statement made by Ms. Sehgal, the present petitions are disposed of — **with a direction that the Respondent shall maintain status quo in terms of the statement by Ms. Sehgal, till such time the instant petitions are decided by the learned Arbitrator as applications under Section 17 of the Act.**”

(emphasis supplied)

3. During the course of hearing, before learned Predecessor Bench of this Court on 23.11.2022, learned counsel for the petitioner had handed over an order dated 19.05.2022 passed by learned Sole Arbitrator, disposing of the application under Section 17 of the Arbitration and Conciliation Act 1996,

¹ For short, ‘A&C Act’



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filed by the petitioner, wherein it has been recorded as under: -

“Today, at the outset, Mr. Manav Gupta, Ld. Counsel appearing for the Respondents, on instructions made a statement that in terms of the said MOUs the Respondents cannot create any third party rights in respect of the properties which are subject matter of the said MOUs, without first obtaining the written consent of the Claimant and therefore, the statement of the Respondents be taken on record that the Respondents will not create any third party rights in any of the properties which are subject matter of the said MOUs without obtaining written consent of the Claimant and in addition, without seeking leave of the Tribunal before creating such third party rights in such properties. Mr. Manav Gupta also submits that his said statement is without prejudice to the rights and contentions of the Respondents in all these arbitration matters which have arisen out of the said six MOUs.

The said statement made by Mr. Manav Gupta on behalf of the Respondents is taken and accepted on record. In view of the said statement made by Mr. Manav Gupta which shall remain binding on the Respondents, the present applications filed by the Claimant under section 17 of the Arbitration and Conciliation Act, in all these arbitration matters are disposed of. It is made clear that the said statement made by the Ld. Counsel for the Respondents shall be without prejudice to the rights and contentions of the Respondents.”

4. Learned counsel for the petitioner submitted that in contravention of the aforesaid statements, third party rights have been created in respect of certain properties which are subject matter of the MOUs entered into between the parties. The details of sales made in contravention of the statement recorded in the aforesaid order, have been given in the petition as under: -

S.No.	MOU Date & DIAC No.	Reserved Properties	Sold to
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Signature Not Verified

Signed By: BHASKAR
SINGH RAWAT
Signing Date: 01.10.2026
19.05

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1.	02.11.2017 DIAC/3 878/02-22 OMP (I) Comm No. 58/2022	KET-701 SEM-1512 HAR-003	Sunil Joshi Sanjay Vineet Anjoo Hemant Gupta
2.	27.07.2018 DIAC/3 879/02-22 OMP (I) Comm No. 59/2022	SEM-1503 HAR-006	Not Known Narendra
3.	05.12.2018 DIAC/3 880/02-22 OMP (I) Comm No. 60/2022	OAK-1403	Sanjay Kumar
4.	12.06.2018 DIAC/3881/02-22 OMP (I) Comm No. 61/2022	GUL-003 AML-003	Not Known Shahzaad
5.	08.09.2016 DIAC/3 882/02-22 OMP (I) Comm No. 62/2022	HAR-001 HAR-002	Kuldeep Kambhoj Vikas Tiwari

5. It is further submitted that the respondent herein-Mohit Singh is stated to be the Managing Director/Promoter of the companies which are the respondents in the ongoing arbitration proceedings and also a party to the MOUs executed between the parties. It is further submitted that the respondent herein had also executed a personal guarantee agreement(s) whereby, he had personally guaranteed for the performance of M/s Shipra Estate Limited & Jai Krishan Estates Developers Private Limited with regard to the agreements/MoUs executed between the aforesaid companies and the petitioner-Mansi Brar, and in the event such companies fails to make any payment to the petitioner or fails to perform in any manner, the respondent-guarantor had promised to make all payments to her.

6. Subsequently, on 07.08.2025, the respondent was directed by this Court to file an additional affidavit with respect to the status of the aforesaid properties. In pursuance of said direction, affidavit dated 02.09.2025 was



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placed on record by the respondent stating that, the properties forming part of the MOUs, as mentioned hereinbefore, already stood sold prior to the passing of directions *vide* order dated 28.03.2022 passed in **O.M.P.(I)(COMM) No. 58-62/2022**. This Court *vide* order dated 03.09.2025 noted that in an affidavit dated 01.04.2024 filed on behalf of the respondent in the present contempt petition following averments have been made: -

“PRELIMINARY OBJECTIONS

.....

2. The Petitioner herein by an ingenious presentation of facts has created an illusion of a cause of action entitling the Petitioner to initiate Contempt proceedings qua the Respondent. That the Respondent humbly submits that the Petitioner has acted with mala fide by not disclosing the fact that a settlement agreement dated 22nd February, 2023 was executed between the parties for a total amount of Rs. 6,05,00,000/- qua the Memorandum of Understanding executed between the parties. (Annexure P -7 to Annexure P - 11 to the Petition). The true copy of the Settlement Agreement Dated 22nd February, 2023 between the parties is herein marked and annexed as ANNEXURER-1.

3. Without prejudice to the foregoing preliminary objection, the Respondent at the preliminary would like to state that the Respondent has utmost regard to the Rule of Law and for the Majesty of this Hon 'ble Court. It is the case of the Respondent that the Petitioner has instituted and pursuing the present Contempt petition merely as a substitute to the execution proceedings without exhausting the remedy for the execution of the Arbitration Award, dated 29.12.2023, which has been challenged by the Respondent in terms of procedure established by law. It is humbly submitted that there is no wilful breach of the order, dated 04.03.2020, inasmuch as the original terms and conditions have been novated and altered in terms of the settlement agreement, dated 22.02.2023, pursuant to which the Petitioner has already received substantial consideration of Rs. 3,00,00,000/- (Rupees three crores).”

7. It is pertinent to note here that, the aforesaid stand was not taken by the respondent until *vide* order dated 07.08.2025, he was directed by this Court to



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make a specific statement with regard to the status of the properties as mentioned in MoUs executed between the parties. Learned counsel for the petitioner has relied upon a judgment passed by Hon'ble Supreme Court in **In Re, Perry Kansagra²**, to contend that a person who makes a false statement before the Court and makes an attempt to deceive the Court, interferes with the administration of justice and is guilty of contempt of Court.

8. *Per contra*, learned Senior Counsel for the respondent has submitted that the present petition is not maintainable in as much as there is no wilful disobedience of the directions contained in the order dated 28.03.2022. It is further submitted that after passing of the order dated 28.03.2022, the terms and conditions of the said order were novated and altered by way of a settlement agreement 22.02.2023 executed between the parties, and in pursuance of said agreement, the petitioner has already received a substantial consideration of Rs.3 Crores. It is further submitted that the amount in terms of the settlement agreement 22.02.2023 could not be paid to the petitioner owing to the reasons beyond the control of the respondent, and subsequently arbitration proceedings between the parties were revived and same were culminated by way of final Order/Award dated 29.12.2023 passed by learned sole arbitrator whereby a sum of Rs. 6,05,00,000/- along with 12 per cent interest was awarded in favour of the petitioner. It is the case of the respondent that the present proceedings have been instituted as a substitute to the execution proceedings without taking recourse to remedy for execution of the Arbitral Award dated 29.12.2023. It is further submitted that an appeal under Section 34 of the Arbitration and Conciliation Act, 1996, has also been

² (2023) 16 Supreme Court Cases 631



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filed by the respondent against the said award.

9. It is further the case of the respondent that the present petition is not sustainable as the order dated 28.03.2022 was effective till such time, the said petitions (OMPs) were treated as applications under Section 17 of the A&C Act. As per respondent, the cause of action for filing the present petition was vitiated when the petitioner, after passing of the order dated 28.03.2022, had entered into a settlement agreement dated 22.02.2023. It is further submitted that after the revival of the arbitration proceedings, the order dated 28.03.2022, which was in the nature of in a limited interim measure/order, had merged with the final Award passed on 29.12.2023, and thus no question of wilful disobedience has arisen. In view of these facts, it is prayed that the present contempt proceedings be dismissed.

10. During the pendency of the present petition, this Court was apprised by learned Senior Counsel for the respondent that the alleged undertaking/statement as recorded in order dated 28.03.2022 was made on behalf of 'Shipra Estate Limited and Jai Krishna Estate Limited' and the respondent was not personally present in the Court on the said date of hearing. It is further submitted that the said partnership firm-Shipra Estate Limited had now been admitted to insolvency *vide* order dated 24.01.2024 passed by learned adjudicating authority/NCLT and the same is under moratorium. It is further submitted that the respondent was not directly dealing or involved with the sales of flats of the firm-M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited, and same were led by one Ms. Shalini, who was sales executive and was taking care of the affairs of the said firm and had



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maintained the records of the flats. Learned Senior Counsel for the respondent has further submitted that the latter has been undergoing personal insolvency proceedings. Further, one of the partners of the said partnership firms has also been admitted to insolvency proceedings.

11. Thereafter, on 19.12.2025, learned Senior Counsel appearing on behalf of the respondent had submitted before this Court that the latter has given an undertaking by way of an affidavit wherein, he had undertaken to pay a sum of Rs. 1 Crore on 28.02.2026, and remaining sum of Rs.2 Crore 20 Lakhs on or before 31.03.2026. Learned counsel for the petitioner had, however, disputed the owed amount as mentioned in said affidavit of undertaking dated 18.12.2025. This Court to enable the respondent to abide by the said undertaking had listed the matter for 02.03.2026 for payment of Rs. 1 Crore. Thereafter on 30.03.2026, learned Senior Counsel for the respondent, on instructions of the latter, who was present in Court that day, had submitted that demand draft of Rs. 1 Crore shall be handed over to the petitioner during the course of that day and 4 weeks' time was sought to make the remaining payment of Rs.2 Crore 20 Lakhs which was to be paid on or before 31.03.2026. In that view of the matter, this Court had listed the matter on 04.05.2026 for compliance. On 18.05.2026, learned Senior Counsel had further submitted that the remaining amount which was to be paid by 31.03.2026 shall be positively paid before the next date of hearing. On such a request, this Court had granted last and final opportunity to do the needful and the matter was listed for 15.07.2026. On the said date, there was call for strike in view of resolution by DHCBA for abstention from work. Subsequently on 28.07.2026, the matter could not be taken up for hearing due to paucity of



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time, and the matter was listed for 21.08.2026. On the said date, *i.e.*, 21.08.2026, arguments on behalf of the parties had concluded, and the present petition was kept for orders for today.

12. Heard learned counsel for the petitioner as well as learned Senior Counsel for the respondent and perused the records.

13. At the very outset, the direction, for which non-compliance/wilful disobedience has been alleged, as contained in order dated 28.03.2022 passed by learned Co-ordinate Bench of this Court in **OMP (I) (COMM) 58/2022** and other connected matters reads as under: -

"9. Now that the Arbitral Tribunal has been appointed, Ms. Sehgal on instructions, states that instant petitions can be treated as applications under Section 17 of the Act and be decided expeditiously by the learned Arbitrator. She further, on instructions, states that till such time the Respondent shall maintain status quo regarding the title and possession of the properties that are subject matter of the aforementioned MoUs.

10. In light of the above-mentioned statement made by Ms. Sehgal, the present petitions are disposed of — with a direction that the Respondent shall maintain status quo in terms of the statement by Ms. Sehgal, till such time the instant petitions are decided by the learned Arbitrator as applications under Section 17 of the Act."

14. The case of the petitioner is that, in contravention of the aforesaid statements, third party rights have been created in respect of certain properties which were subject matter of the MOUs entered into between the parties. On the other hand, the case of the respondent as per initial reply/affidavit dated 01.04.2024 filed in the present petition was that after passing of the order



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dated 28.03.2022, the terms and conditions of the said order were novated and altered by way of a settlement agreement 22.02.2023 executed between the parties, and in pursuance of said agreement, the petitioner has already received a substantial consideration of Rs.3 Crores. It is further submitted that the amount in terms of the settlement agreement 22.02.2023 could not be paid to the petitioner owing to the reasons beyond the control of the respondent, and subsequently, arbitration proceedings between the parties were revived and same were culminated by way of final Order/Award dated 29.12.2023 passed by learned sole arbitrator whereby a sum of Rs.6,05,00,000/- along with 12 per cent interest was awarded in favour of the petitioner.

15. However, in pursuance of the direction given by this Court on 07.08.2025, an affidavit dated 02.09.2025 was placed on record by the respondent stating as follows: -

“2. I say that that Shipra Estate Limited was one of the two partners of the firm **"Shipra Estate Limited & Jai Krishna Estate Developers Limited"**, which had undertaken the project i.e. “Shipra Krishna Shruti”.

3. I say that the Flats which are subject matter of the present case were sold to following customers on following dates, as reflected in the available records i.e., the records obtained from the Ghaziabad Development Authority -



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S. NO.	UNIT NO.	CUSTOMER NAME	REGISTRATATION DATE	HANDOVER DATE
1.	KET - 701	Bhanu Joshi & Bhavana Joshi	12.03.2021	-
2.	SEM - 1512	Sanjay Vineet Anjoo	29.08.2019	27.12.2019
3.	HAR-003	Hemant Gupta & Shuchi Gupta	07.09.2018	23.06.2019
4.	SEM - 1503	Divya Pandey & Priyank Pandey	NOT SOLD	-
5.	HAR-006	Narender Semwal	15.01.2021	20.01.2021
6.	OAK - 1403	Sanjay Kumar & Pallavi Kumar	13.02.2020	14.03.2020
7.	GUL - 003	Mayank Singhal & Shilpa Bansal	10.01.2018	31.01.2018
8.	AML - 003	Sahzad Ahmad	09.09.2019	15.06.2021
9.	HAR - 001	Kuldeep Kumar Kamboj & Shikha Kamboj	11.06.2021	03.07.2021
10.	HAR-002	Vikas Tiwari	11.05.2018	12.06.2018

4. I say that during the relevant period, Ms. Shalini Khanna was working as the sales executive and was taking care of the affairs of the firm and had maintained the records of the aforesaid Flats in the office at Plot No. 9, Shipra Mall, Vaibhav Khand, Indirapuram, Ghaziabad, Uttar Pradesh - 201104.

5. I say that at the time when the undertaking or statement was made on behalf of Shipra Estate Limited and Jai Krishna Estate Limited, I was not personally present in the court.

6. I say that Shipra Estate Limited was admitted to insolvency vide order dated 24.01.2024 passed by the Ld. Adjudicating Authority, NCLT, New Delhi.

Signature Not Verified

Signed By: BHASKAR
SINGH RAWAT
Signing Date: 01.10.2026
19.05

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7. I say that an Appeal was preferred against the said order before the Hon'ble NCLAT, bearing no. Company Appeal (AT) (INS) 377 of 2024, and vide order dated 21.02.2024, further proceedings of CIRP was stayed and subsequently vide order dated 30.07.2025, the Appeal was dismissed and the Resolution Professional is in the process of taking over of Shipra Estate Limited.

8. That the above information tendered is true to the best of my knowledge and belief and is made *bona-fide*."

16. Perusal of the aforesaid averments, particularly regarding the status of the properties forming part of the MoUs shows that, the said properties/flats were sold even prior to the passing of the order dated 28.03.2022 wherein on the undertaking given by the respondent a direction to maintain *status quo* regarding the title and possession of the properties that are subject matter of the aforementioned MoUs was given.

17. Thereafter, an additional affidavit dated 13.10.2025 was placed on record by the respondent, wherein it was stated as under: -

"1. I say that I am the erstwhile Managing Director of the Shipra Estate Limited which is one of the two companies that constitutes the partnership firm, M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited. I further say that Shipra Estate Limited i.e., one of the partners of the Partnership Firm, was admitted to Insolvency Proceedings vide order dated 24.01.2024 passed by Ld. Adjudicating Authority in Company Petition (IB) No. 513 of 2022 and is under moratorium.

2. I say that at the time when the undertaking was given before this Hon'ble Court on 28.03.2022, I was not directly dealing or involved with the sales of flats of the firm, M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited, which is a partnership firm and it was handled by the team of the firm



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which was led by Ms. Shalini.

3. I say that the Group Companies of the Shipra consortium including, Shipra Estate Limited are embroiled in multiple litigations since 2001 before various forums including Arbitration, SARFESI and IBC proceedings. **I further state that Corporate Office containing all records of the firm, M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited was situated at Plot No. 9, Shipra Mall, Indirapuram, Ghaziabad. The said Shipra Mall was illegally sold under SARFESI proceeding and subsequent thereto the Corporate Office of the firm, M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited has been sealed since, March 2023 and the proceedings are pending before the Hon'ble DRT Lucknow.**

4. I say that earlier details of the Subject Flats could not be furnished before this Hon'ble Court as the Corporate Office of the firm, M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited has been scaled under SARFESI proceedings and all the records pertaining to the details of the subject flats are also lying in the said premises.

5. I say that pursuant to the order dated 07.08.2025, passed by this Hon'ble Court, application seeking certified copies of the deeds was filed before the Ghaziabad Development Authority (GDA) seeking details of the Subject Flats which was provided on 01.09.2025.

6. I say that once the aforesaid details of the Subject Flats were received, I had filed the affidavit dated 02.09.2025, before this Hon'ble Court.

7. I say that due to communication gap and without my personal knowledge the aforesaid subject Flats were sold by the Sales Team and I was not directly involved in the sales of the subject Flats, and therefore, I relied upon the information provided. to me by concerned responsible persons.

8. I further state that one Sh. Sachin Tomar was in charge of keeping the records related to cases of M/s Shipra Estate Limited & Jai Krishna Estate Developers. Sachin Tomar who was responsible for providing all information with regard to the concerned assets



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had informed me that all the properties were still under the title and possession of M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited and that there was no market sale of the Subject Flats to any third party. The said information was later also affirmatively shared by Sachin Tomar on 16th May, 2022. (A True Copy of the WhatsApp chat between me and Mr. Sachin Tomar is annexed herewith and marked as Annexure R-1)

9. I say that I have utmost regard for this Hon'ble Court and the legal system. The aforesaid undertaking was given due to an inadvertent error on part of the Sales Team of the firm, M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited. I hereby tender unconditional apology for the said mistake on my part with a deep sense and feeling of remorse.”

(emphasis supplied)

18. The aforesaid stand of the respondent that he was not directly dealing or involved with the sales of the flats of the partnership firm is contrary to the records inasmuch as the subject MoUs were executed between the parties from the period starting from 2016 to 2018. It is pertinent to note that the respondent was well aware of the directions passed by learned Coordinate Bench of this Court *vide* order dated 28.03.2022, and despite the same, the exact status of the properties forming part of MoUs was not brought to the knowledge of the learned Arbitrator in the arbitral proceedings. Perusal of the record further shows that the respondent, besides the subject MoUs, had also executed personal guarantee agreement for the performance of the said MoUs/agreements executed between the partnership firms and the petitioner. In the said MoUs, it is clearly mentioned that the partnership firm-M/s Shipra Estate Limited & Jai Krishan Estates Developers Private Limited has executed said MoU with the petitioner through its authorised signatory Mohit Singh- respondent herein. The affidavit dated 02.09.2025 clearly shows that



the units/flats forming part of the MoUs executed between the petitioner and the partnership firm were sold even prior to the passing of order dated 28.03.2022. This clearly shows that the statement made by learned counsel for the respondent, on instructions of the latter, as recorded in order dated 28.03.2022 passed in aforesaid OMPs, that respondent shall maintain *status quo* regarding the title and possession of the properties which were subject matter of the aforesaid MoUs, was incorrect inasmuch as the flats/units which formed part of MoUs executed with the petitioner were already sold even prior to giving of such undertaking before learned Coordinate Bench of this Court.

19. During the pendency of the present petition, after being confronted with the aforesaid fact, the respondent has placed on record 2nd additional affidavit dated 16.10.2025, showing his inability to sell the unit/flat which was assigned to the petitioner, due to the ongoing CIRP proceedings against one of the partners of the aforesaid firms. In the said affidavit, it was stated as under: -

“1. I say that M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited, the partnership firm was constituted on 03rd December, 2004, wherein one of the partners i.e., Shipra Estate Limited is the operating partner of the firm.

2. I say that one Flat in the project Shipra Krishna Shrishti, i.e., Flat bearing no. SEM-1503, assigned to Ms. Mansi Brar under MOU dated 27.07.2018, before the Corporate Insolvency Proceedings were initiated qua Shipra Estate Limited, vide order dated 24.01.2024 passed by the Ld. Adjudicating Authority in Company Petition (IB) No. 513 of 2022.

3. I further say that due to the ongoing Corporate Insolvency



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Resolution proceedings against one of the partners, the firm i.e.. M/s Shipra Estate Limited & Jai Krishna Estate Developers Limited was not able to sell the aforesaid Flat.

4. I say that the said Flat can be sold for an amount of Rs. 2,00,00,000/- Approx (Rupees Two Crores) and the amount could be furnished to the Petitioner herein if permitted by this Hon'ble Court. I further say that the 'Shipra Group' is also trying to conclude an investment business transaction which would enable the Firm to repay the Petitioner and the inability to repay the Petitioner herein is not intentional.”

20. Thereafter, by way of affidavit dated 18.12.2025, following undertaking was given to this Court: -

“1. That I am the erstwhile Managing Director of M/s Shipra Estate Limited which is one of the two companies that constitutes the partnership firm, M/s Shipra Estate Limited & Jai Krishan Estate Developers Limited.

2. I further state that M/s Shipra Estate Limited i.e., one of the partners of the Partnership Firm, was admitted into Insolvency Proceedings vide order dated 24.01.2024 passed by the Ld. Adjudicating Authority, National Company Law Tribunal ("NCLT") in Company Petition (IB) No. 513 of 2022 and is under moratorium. (A True Copy of the order dated 24.01.2024 passed by the Ld. Adjudicating Authority, National Company Law Tribunal in Company Petition (IB) No. 513 of 2022 is annexed herewith and marked as ANNEXURE R-1).

3. It is submitted that I, am also undergoing personal insolvency proceedings, vide order dated 04.09.2024, passed by the NCLT in Company Petition (IB) No. 58 of 2021. (A True Copy of the order dated 04.09.2024 passed by the NCLT is annexed herewith and marked as ANNEXURE R-2).



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4. It is further submitted that I am willing to amicably settle all the disputes with Petitioner herein but owing to the aforesaid personal insolvency proceedings and the subsequent moratorium, there is a certain delay in settling the disputes with the Petitioner herein.

5. That, with the permission of this Hon'ble Court, I undertake to pay a sum of Rs. 1,00,00,000/- (Rupees One Crore Only) on or before 28th February, 2026 and the remaining Rs. 2,20,00,000/- (Rupees Two Crores Twenty Lakhs) on or before 31st March, 2026 to the Petitioner or as may be directed by this Hon'ble Court.

6. I further state that I have utmost regard for this Hon'ble Court and is ready to abide by any further orders which this Hon'ble Court may pass in the interest of justice.”

(emphasis supplied)

21. In pursuance of the aforesaid undertaking given to this Court, the respondent has paid a sum of Rs.1,00,00,000/- to the petitioner by way of Demand Draft on 30.03.2026. Thereafter, 4 weeks' time was sought to make the remaining payment of Rs.2,20,00,000/- on or before 31.03.2026. However, no such payment was made by the respondent, despite the fact that the matter was listed on several occasions on 04.05.2026, 18.05.2026, 15.07.2026, 28.07.2026 as well as on 21.08.2026. This Court has given several opportunities to the respondent to abide by the undertaking given by way of an affidavit dated 18.12.2025 to this Court and to make payment; however, even after 31.03.2026, despite several hearings, the same has not been honoured by him. Even on 21.08.2026, before this Court, the respondent, who was present in person before this Court had made a statement that he will abide by his undertaking, but the conduct of the respondent shows that despite opportunities the same has not been complied with.



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22. Regarding the stand of personal insolvency proceedings going on against the respondent, it is pertinent to note that in the affidavit of undertaking dated 18.12.2025 given before this Court, the respondent had himself undertaken to pay Rs.3,20,00,000/- to the petitioner in the manner stated in the said affidavit. Further, there is also an averment to the effect, in the said affidavit, that the respondent is going under personal insolvency proceedings before the NCLT. Despite the same, the respondent being well aware of the insolvency proceedings pending against him, had given undertaking before this Court for paying the amount, which has not been done by him till date.

23. The Hon'ble Supreme Court in **In Re, Perry Kansagra (supra)** has observed and held as under: -

“15. The second set of decisions relied upon by Ms Mathur are on the point whether tendering of affidavits and undertakings containing false statement would amount to criminal contempt or not. At this stage, we may extract the following paragraphs from the decision of this Court in *ABCD v. Union of India* [*ABCD v. Union of India*, (2020) 2 SCC 52 : (2020) 1 SCC (Cri) 526] which had considered some of the previous decisions of this Court on the point : (SCC pp. 61-63, paras 15-18)

“15. Making a false statement on oath is an offence punishable under Section 181IPC while furnishing false information with intent to cause public servant to use his lawful power to the injury of another person is punishable under Section 182IPC. These offences by virtue of Section 195(1)(a)(i) of the Code can be taken cognizance of by any court only upon a proper complaint in writing as stated in said section. In respect of matters coming under Section 195(1)(b)(i) of the Code, in *Pushpa Devi M. Jatia v. M.L. Wadhawan* [*Pushpa Devi M. Jatia v. M.L. Wadhawan*, (1987) 3 SCC 367 : 1987 SCC (Cri) 526] prosecution was directed to be launched after prima facie satisfaction was recorded by this Court.



16. It has also been laid down by this Court in *Chandra Shashi v. Anil Kumar Verma* [*Chandra Shashi v. Anil Kumar Verma*, (1995) 1 SCC 421 : 1995 SCC (Cri) 239] that a person who makes an attempt to deceive the court, interferes with the administration of justice and can be held guilty of contempt of court. In that case a husband who had filed a fabricated document to oppose the prayer of his wife seeking transfer of matrimonial proceedings was found guilty of contempt of court and sentenced to two weeks' imprisonment. It was observed as under : (SCC pp. 423-24 & 427, paras 1-2 & 14)

'1. The stream of administration of justice has to remain unpolluted so that purity of court's atmosphere may give vitality to all the organs of the State. Polluters of judicial firmament are, therefore, required to be well taken care of to maintain the sublimity of court's environment; so also to enable it to administer justice fairly and to the satisfaction of all concerned.

2. Anyone who takes recourse to fraud, deflects the course of judicial proceedings; or if anything is done with oblique motive, the same interferes with the administration of justice. Such persons are required to be properly dealt with, not only to punish them for the wrong done, but also to deter others from indulging in similar acts which shake the faith of people in the system of administration of justice.

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14. The legal position thus is that if the publication be with intent to deceive the court or one made with an intention to defraud, the same would be contempt, as it would interfere with administration of justice. It would, in any case, tend to interfere with the same. This would definitely be so if a fabricated document is filed with the aforesaid mens rea. In the case at hand the fabricated document was apparently to deceive the court; the intention to defraud is writ large. Anil Kumar is, therefore, guilty of contempt.'

17. In *K.D. Sharma v. SAIL* [*K.D. Sharma v. SAIL*, (2008) 12 SCC 481] it was observed : (SCC p. 493, para 39)

'39. If the primary object as highlighted in *Kensington Income*



Tax Commissioners [R. v. General Commissioners for Purposes of Income Tax Acts for District of Kensington, ex p Princess Edmond De Polignac, (1917) 1 KB 486 : 86 LJKB 257 : 116 LT 136 (CA)] is kept in mind, an applicant who does not come with candid facts and “clean breast” cannot hold a writ of the court with “soiled hands”. Suppression or concealment of material facts is not an advocacy. It is a jugglery, manipulation, manoeuvring or misrepresentation, which has no place in equitable and prerogative jurisdiction. If the applicant does not disclose all the material facts fairly and truly but states them in a distorted manner and misleads the court, the court has inherent power in order to protect itself and to prevent an abuse of its process to discharge the rule nisi and refuse to proceed further with the examination of the case on merits. If the court does not reject the petition on that ground, the court would be failing in its duty. In fact, such an applicant requires to be dealt with for contempt of court for abusing the process of the court.’

18. In *Dhananjay Sharma v. State of Haryana* [*Dhananjay Sharma v. State of Haryana*, (1995) 3 SCC 757 : 1995 SCC (Cri) 608] filing of a false affidavit was the basis for initiation of action in contempt jurisdiction and the persons concerned were punished.”

Thereafter, in suo motu exercise of power, proceedings in contempt jurisdiction were initiated against the said petitioner.

16. It is thus well settled that a person who makes a false statement before the court and makes an attempt to deceive the court, interferes with the administration of justice and is guilty of contempt of court. The extracted portion above clearly shows that in such circumstances, the court not only has the inherent power but it would be failing in its duty if the alleged contemnor is not dealt with in contempt jurisdiction for abusing the process of the court.”

(emphasis supplied)

24. In the present case, during the course of proceedings, it has come on record that, at the time of passing of order dated 28.03.2022 in **O.M.P.(I)(COMM) Nos. 58-62/2022**, by way of which, it was directed that



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status quo will be maintained, the subject properties already stood sold. In the reply to the present petition, the respondent did not disclose this fact, and had taken different grounds in his defence. In the considered opinion of this Court, the respondent had made an incorrect statement with respect to maintenance of *status quo*. It was only on the direction of this Court to the respondent to make a specific statement with regard to the status of the properties, the exact status of the properties was disclosed by him by affidavit dated 02.09.2025, and it emerged that the aforesaid order dated 28.03.2022 was passed based on such non-disclosure/material suppression.

25. Even otherwise, the undertaking given to this Court by the respondent by affidavit dated 18.12.2025 to pay Rs.3,20,00,000/- on or before 31.03.2026 for settling his outstanding disputes with the petitioner has not been complied with, despite several opportunities. Thus, the respondent has also wilfully breached the said undertaking as well.

26. In view of the aforesaid facts and circumstances, the respondent is held guilty of 'civil contempt' under Section 2 (b) of the Contempt of Courts Act, 1971.

27. Judgment be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA
(JUDGE)

OCTOBER 01, 2026/nk/kr/ns