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

+ **CONT.CAS(C) 567/2018 & CM APPL. 46239/2021**

MANJU YADAV @ RICHA YADAV

..... Petitioner

Through: Mr. Pradeep Kumar Arya, Mr. Raj Karan Sharma, Mr. Aditya Kumar Yadav, Mr. Gaurav Chaudhary, Mr. Arpit Bamal, Mr. Varun Jawla, Mr. Vaibhav Chaudhary and Mr. Sachin Balhara, Advocates.

versus

RAJESH YADAV & ANR

..... Respondents

Through: Mr. S.K. Dureja, Advocate.

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Date of Decision: 30th April, 2024

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

J U D G M E N T

MINI PUSHKARNA, J: (ORAL)

1. The present contempt petition has been filed alleging willful disobedience of the order dated 14th February, 2017 passed by this Court in *Crl. M.C. No. 163/2017*, for quashing of FIR under Sections 498A/406/34 IPC, whereby the respondent had agreed to pay a sum of ₹50,00,000/- to the petitioner as part of the full and final settlement.

2. Learned counsel appearing for the petitioner submits that pursuant to the compromise arrived between the parties, an amount of ₹ 25,00,000/- was paid to the petitioner by way of cheques by the respondent, which were duly received by the petitioner. Subsequently another amount of ₹ 25,00,000/- was payable by the respondent to the petitioner at the time of quashing of



the FIR.

3. It is submitted that pursuant to the same, the FIR against the respondents herein was quashed. However, further payment of ₹ 25,00,000/- by the respondent was made by cheques to the petitioner-wife, which stood dishonored. Thus, the present contempt petition has been filed.

4. Learned counsel appearing for the respondent submits that since the amount that was payable to the petitioner, was not paid, the petitioner has already revived the aforesaid FIR. Thus, he submits that the order dated 14th February, 2017, which had recorded the settlement between the parties, stands modified, to the extent that the FIR against the petitioner also has been revived.

5. Learned counsel appearing for the respondent further submits that though the earlier cheque for ₹ 25,00,000/- had been dishonored, however, the respondent in order to show his *bona fide* had brought a demand draft to the Court. However, as recorded in the order dated 30th May, 2023, the petitioner refused to accept the said amount.

6. Thus, he submits that the present petition is not maintainable on account of order dated 14th February 2017 losing its legal effect.

7. Per contra, learned counsel for the petitioner submits that the act of the respondent in trying to handover a cheque of ₹ 25,00,000/- to the petitioner at a such a belated stage, cannot be considered to be honoring the settlement between the parties. He submits that the said settlement between the parties was entered way back in the year 2017, and therefore, the petitioner cannot be obliged to accept the same amount of ₹ 25,00,000/-, as was agreed in the year 2017. Thus, he submits that at this stage, the petitioner cannot accept the sum of ₹ 25,00,000/-, as further amounts have



accrued in favour of the petitioner during the intervening period from the year 2017 to the present day.

8. I have heard learned counsel for the parties.

9. This Court notes the order dated 10th April, 2023, wherein it is clearly recorded that the respondent has brought a demand draft dated 18th March, 2023 for a sum of ₹ 25,00,000/- drawn in the name of the petitioner herein.

The order dated 10th April, 2023 reads as under:

“CONT.CAS(C) 567/2018 & CM APPL. 46239/2021 (for urgent hearing)”

1. *The learned counsel for the Respondents has brought to Court a Demand Draft dated 18.03.2023 bearing no. 206743 for a sum of Rs. 25 lakhs/- drawn in the name of the Petitioner herein.*

2. *He prays that with the receipt of the said payment the Petitioner may also be directed to withdraw the other proceedings initiated by her i.e., (i) the petition under Section 125 of Code of Criminal Procedure, 1973 in Rohini District Court, Delhi; (ii) the petition under the Domestic Violence Act, 2005; (iii) the complaint under Section 498(A), Section 406 and Section 34 of Indian Penal Code, 1860; and (iv) complaint under Section 138 of the Negotiable Instruments Act, 1881.*

3. *The learned counsel for the Petitioner states that he seeks time to take instructions from the Petitioner.*

4. *The original Demand Draft dated 18.03.2023 has been perused and handed back to the Respondents to bring to Court on the next date of hearing.*

5. *The learned counsel for the Parties state that they will hold a meeting as per their mutual convenience during the next week to bring about an amicable resolution of the matter for all proceedings.*

6. *At request of the Petitioner, list on 30.05.2023 at 03:30 PM.”*

10. Subsequently, again when the matter was listed for hearing on 30th May, 2023, the respondent had brought the demand draft for a sum of ₹ 25,00,000/- again, which is clearly recorded in the order dated 30th May, 2023. The order dated 30th May, 2023, reads as under:



“1. The learned counsel for the Respondent has once again brought to Court the demand draft for a sum of Rs. 25,00,000/-, the details whereof were noted in order dated 10.04.2023. He has offered the said amount in full and final settlement.

2. The learned counsel for the Petitioner states on instructions that the Petitioner is unwilling to accept the said amount in full and final settlement as the payment is being made belatedly. He states that Petitioner wishes to pursue the proceedings initiated by the Petitioner against the Respondent.

3. In these circumstances, the demand draft has been returned to the Respondent with permission to encash the said amount.

4. List for hearing on 28.11.2023.”

11. Perusal of the aforesaid clearly shows that though initially, respondent was in violation of the settlement between the parties, subsequently, the respondent had brought a demand draft for a sum of ₹ 25,00,000/- payable to the petitioner, in terms of the settlement. However, the petitioner refused to accept the said amount, on the ground that since the said amount had been brought by the respondent belatedly, the petitioner was unwilling to accept it.

12. Thus, it is clear that the petitioner seeks an enhanced amount under the settlement. However, the same would not be a ground for continuation of the present contempt petition. Once the respondent had offered the payment of Rs. 25,00,000/- to the petitioner and had shown his intent towards complying with the terms of the settlement by bringing the bank demand drafts for the said amount, this court is of the view that the respondent has purged the contempt.

13. In view of the aforesaid facts and circumstances, it cannot be held that the respondent has committed any contempt of this Court.

14. Law in this regard is very clear that in order to hold a party guilty of committing any contempt, there has to be a willful disobedience. Once the



petitioner has shown his *bona fide* and has made endeavor to comply with the settlement agreement and the order passed in *Crl. M.C. No. 163/2017*, it cannot be said that there is any willful non-compliance on part of the respondent.

15. Thus, Supreme Court in the case of ***Ram Kishan Versus Tarun Bajaj and Others, (2014) 16 SCC 204***, has held as follows:

“xxx xxx xxx

*12. Thus, in order to punish a contemnor, it has to be established that disobedience of the order is “wilful”. The word “wilful” introduces a mental element and hence, requires looking into the mind of a person/contemnor by gauging his actions, which is an indication of one's state of mind. “Wilful” means knowingly intentional, conscious, calculated and deliberate with full knowledge of consequences flowing therefrom. It excludes casual, accidental, bona fide or unintentional acts or genuine inability. Wilful acts does not encompass involuntarily or negligent actions. The act has to be done with a “bad purpose or without justifiable excuse or stubbornly, obstinately or perversely”. Wilful act is to be distinguished from an act done carelessly, thoughtlessly, heedlessly or inadvertently. It does not include any act done negligently or involuntarily. The deliberate conduct of a person means that he knows what he is doing and intends to do the same. Therefore, there has to be a calculated action with evil motive on his part. Even if there is a disobedience of an order, but such disobedience is the result of some compelling circumstances under which it was not possible for the contemnor to comply with the order, the contemnor cannot be punished. “Committal or sequestration will not be ordered unless contempt involves a degree of default or misconduct.” (Vide *S. Sundaram Pillai v. V.R. Pattabiraman* [*S. Sundaram Pillai v. V.R. Pattabiraman, (1985) 1 SCC 591*], *Rakapalli Raja Ram Gopala Rao v. Naragani Govinda Sehararao* [*Rakapalli Raja Ram Gopala Rao v. Naragani Govinda Sehararao, (1989) 4 SCC 255 : AIR 1989 SC 2185*], *Niaz Mohammad v. State of Haryana* [*Niaz Mohammad v. State of Haryana, (1994) 6 SCC 332 : AIR 1995 SC 308*], *Chordia Automobiles v. S. Moosa* [*Chordia Automobiles v. S. Moosa, (2000) 3 SCC 282*], *Ashok Paper Kamgar Union v. Dharam Godha* [*Ashok Paper Kamgar Union v. Dharam Godha, (2003) 11 SCC 1*], *State of Orissa v. Mohd. Illiyas* [*State of Orissa v. Mohd. Illiyas, (2006) 1 SCC 275 : 2006 SCC (L&S) 122 : AIR 2006 SC 258*])*



and Uniworth Textiles Ltd. v. CCE [Uniworth Textiles Ltd. v. CCE, (2013) 9 SCC 753] .)

xxx xxx xxx”

16. It is undisputed that if a party complies or endeavors to comply with the order passed by Courts, though belatedly, such person cannot be held to be in willful or deliberate non-compliance of the order passed by the Court.

17. Thus, Supreme Court in the case of ***SRI L.V. Subrahmanyam, IAS, Principal Secretary, Medical and Health Department, Government of Andhra Pradesh Versus The Registrar General, High Court of Judicature at Hyderabad, for the State of Telangana and for the State of Andhra Pradesh and Another in Civil Appeal Nos. 1644-1645/2024*** vide order dated 5th February, 2024, has held as follows:

“xxx xxx xxx

5. *We are of the view that mere delay in complying with the order, unless there is a deliberate or wilful act on the part of the alleged contemnors would not attract the provisions of Contempt of Courts Act. The proceedings under the Contempt of Courts Act are quasi judicial in nature and therefore as the Court comes to a conclusion that the act was neither deliberate or wilful, it could not have convicted the appellants for Contempt of Courts Act.*

xxx xxx xxx”

18. Accordingly, the present contempt proceedings cannot continue against the respondents, in the facts and circumstances of the case.

19. In view thereof, the present contempt petition is dismissed.

MINI PUSHKARNA, J

APRIL 30, 2024/MR