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

+ **RFA 677/2015**

PUNEET KOHLI

..... Appellant

Through: Mr. Surender Singh Hooda and
Mr.Sarthak Nayak, Advs., with
appellant in person
Mr. J.C. Mahindroo, Adv.

versus

BEANT SINGH

..... Respondent

Through Mr. Pramod K. Sharma and
Ms.Alisha, Advs.

+ **RFA 678/2015**

PUNEET KOHLI

..... Appellant

Through: Mr. Surender Singh Hooda and
Mr.Sarthak Nayak, Advs., with
appellant in person

versus

BALWANT SINGH

..... Respondent

Through Mr. Pramod K. Sharma and
Ms.Alisha, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% **26.11.2015**

CM No.24570/2015 in RFA 677/2015 and CM No.24575/2015 in RFA 678/2015

1. These are applications to seek permission of this court to engage Mr.Surender Singh Hooda and Mr. Sarthak Nayak, Advocates, to represent the appellant without seeking no objection from Mr. J.C. Mahindroo, Advocate, who had on earlier occasions appeared for the appellant, till such stage RFA Nos.677/2015 and 678/2015 were disposed of.

2. Though the change of counsel has taken place in peculiar circumstances, which I would be adverting to while disposing of the other two applications, i.e. CM Nos.24569/2015 and 24574/2015, the prayer made in the captioned application is allowed, with the consent of Mr. J.C. Mahindroo and Mr. Pramod K. Sharma, counsel for the respondent.

3. The applications are, accordingly, disposed of.

CM Nos.24569/2015 and 24574/2015

4. These are applications whereby, the appellant seeks recall of order dated 13.10.2015 and permission to withdraw the appeals, are made, in the background of the following averments :-

4.1 The appellant (i.e. Puneet Kohli), was present in court for a brief period. The appellant was not familiar with the proceedings of the court and, as such, was unable to understand as to what transpired in court on that date i.e. 13.10.2015.

4.2 It is further stated that the appellant's counsel (who at that particular point in time was Mr. J.C. Mahindroo) explained to him, albeit outside court that the entire case would come to an end if, he were to pay a sum of Rs.90,000/- per month for extended period of occupancy, i.e. the date from which the trial court had directed the appellant to vacate the premises.

4.3 It is further averred that the appellant was desirous of remaining in possession only for a period of three months after 13.10.2015, as he was on the look-out for another property, to be taken on rent.

4.4 This submission is followed by another averment, which is that the appellant's counsel (i.e. Mr. J.C. Mahindroo), after court proceedings were over on 13.10.2015, explained to him that he had given consent on his behalf for payment of rent of Rs.90,000/- p.m. upto December, 2016 and for

payment of rent at the rate of Rs.90,000/- p.m. for previous eight months. It is averred that the schedule of payment was not even discussed by the counsel with the appellant.

4.5 It is further stated that the consent given by Mr. J.C. Mahindroo was without instructions. It is in this context averred, that the, consent given by Mr. J.C. Mahindroo ought not to bind the appellant.

4.6 To substantiate this plea the appellant further avers that he has also lodged a complaint with the Chairman, Bar Council of Delhi against Mr.J.C. Mahindroo for giving his consent without instructions and for misleading him.

4.7 As a matter of fact, the complaint, lodged with the Bar Council of Delhi, which is dated 18.10.2015, has been appended as Annexure-1 to the application.

4.8 The Appellant further avers that Mr. J.C. Mahindroo was pressurising him to sign the consent given by him, and that, he is stated to have said; if he did not append his signatures on the order, it would amount to contempt of court.

4.9 The appellant though, states in his application that he is ready to vacate the suit premises in a month's time and, therefore, does not wish to pursue the appeal.

5. It is in this context that when the captioned applications came up for hearing for the first time, i.e. on 20.10.2015, I had briefly recorded that, on 13.10.2015, the appellant (i.e. Puneet Kohli), was present in court along with his wife.

5.1 Having been cognizant of the fact that a complaint has been lodged with the Bar Council of Delhi against Mr. J.C. Mahindroo, I had requested

Mr. J.C. Mahindroo, to make himself available on the next date of hearing.

5.2 Furthermore, only to ascertain the view of the respondent, I had issued notice in the captioned applications. A direction was issued that notice be served on the respondent by the registry via the counsel for the respondent, as well.

5.3 It is in this background that both Mr. J.C. Mahindroo and Mr. Pramod K. Sharma are present in court today.

6. I may record that the settlement which was recorded by the court in its order dated 13.10.2015 was dictated, in court, in the presence of counsels for the parties, i.e. Mr. J.C. Mahindroo and Mr. Pramod K. Sharma.

7. For the sake of good record, I may also indicate herein, once again, that not only the appellant (i.e. Puneet Kohli) but his wife was also present in court. Similarly, insofar as the respondents are concerned, Mr. Kulwant Singh who, I am told, is the grandson of Mr. Beant Singh, was also present. Mr. Beant Singh is the respondent in RFA No.677/2015.

7.1 Mr. Balwant Singh, who is the father of Mr. Kulwant Singh, though was not present on 13.10.2015, is present in court today. Mr. Balwant Singh is arrayed as respondent in RFA 678/2015. Mr. Pramod K. Sharma based on instructions, even today submits that the respondents in both appeals are willing to abide by the orders of the court passed on 13.10.2015.

8. In so far as Mr. J.C. Mahindroo is concerned, he reiterates before me, unhesitatingly, that consent qua the terms of settlement as indicated in order dated 13.10.2015 was given after consulting the appellant and his wife.

9. As a matter of fact, I may record that the matter was stood over for the counsel for the parties to confabulate with their respective clients. It is only after they returned to court and pursuant to submissions made by the

respective counsels that the terms of settlement were recorded based on which the appeals, being : RFA Nos.677/2015 and 678/2015, were disposed of. Therefore, the submission made by the appellant that he did not understand the terms set out in the settlement agreement, is completely incorrect.

9.1 As a matter of fact, it was at the behest of the appellant and his wife that time was given to them to vacate the suit property by 31.12.2016.

9.2 Similarly, the period for payment of arrears, which is, 1.2.2015 till 30.9.2015, was also frozen at the say so of the appellant and his wife. The rate for use and occupation charges, which is, indicated as Rs.90,000/- per month was also recorded based on the consent given by the appellant and his wife.

9.3 Therefore, the averments made in the application are clearly false.

10. What has compounded the issue further is that the appellant has turned against his own counsel who, according to me, discharged his duty with due diligence and argued the matter keeping in mind the best interest of his client i.e. the appellant. It is unfortunate that the appellant has now lodged a complaint against his own lawyer, i.e. Mr. J.C. Mahindroo which is completely untenable and contrary to the proceedings held in court on 13.10.2015.

11. I may only add that there is no compulsion placed on the appellant to hold on to the suit property. In fact, this eventuality stands covered in clause 1 (iv) of the order dated 13.10.2015. The obligation on the appellant to pay use and occupation charges w.e.f. from 1st October, 2015 extends only till the date he hands over the peaceful and vacant possession of the suit property.

12. As indicated above, it was at the behest of the appellant that time for vacation of the suit property was given till 31.12.2016.

13. Having said so, the appellant had undertaken to fulfil the other two conditions of settlement which are contained in clause 1(ii) and (iii). These clauses froze the rate of use and occupation charges at Rs.90,000/- per month and gave effect to the same from 1.2.2016. Therefore, in terms of clause 1(iii), the arrears had to be paid for the period 1.2.2015 to 30.9.2015, within a period of six weeks from that date.

14. I am told that the other condition which required the appellant to pay electricity and water charges and other Government taxes etc. has also not been fulfilled.

15. I have no hesitation, therefore, in dismissing the application with cost of Rs.10,000/- qua each of the applications. The costs will be deposited with Delhi Legal Services Authority (DLSA) within one week from today. The proof of costs so deposited will be placed on record. Furthermore, I am of the view that this is a fit case in which contempt proceedings should be initiated against the appellant, since the appellant had given an undertaking to the court that he would abide by the terms of the settlement recorded on 13.10.2015.

16. Accordingly, issue show cause notice to the appellant as to why contempt proceedings ought not be taken out against him. The appellant will file his reply within one week.

17. Registry will open a separate file for contempt proceedings.

18. The applications are disposed of, in terms of the aforesaid directions.

19. List the contempt proceedings on 10.12.2015. The Registry will also place the appeals before the court as the orders passed on previous dates of

hearing held in the matter are contained in those files.

20. The appellant shall remain present in court on the next date of hearing.

RAJIV SHAKDHER, J

NOVEMBER 26, 2015

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