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

+ **CONT.CAS(C) 938/2015 & 939/2015**

COURT ON ITS OWN MOTION

..... Petitioner

Through

versus

PUNEET KOHLI

..... Respondent

Through: Mr Surender Singh Hooda, Adv. for the respondent.

Mr Pramod K. Sharma, Adv. for the respondents in RFA Nos. 677/2015 & 678/2015.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

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10.12.2015

1. Pursuant to orders dated 26.11.2015, passed in CM Nos. 24570/2015 & 24575/2015, preferred in RFA Nos. 677/2015 & 678/2015 respectively, Mr Hooda says that the respondent/ contemnor has taken the following steps:

- (i) towards conversion charges, a sum of Rs. 2,06,910/- has been paid;
- (ii) towards electricity charges, a sum of Rs. 75,000/-, has been paid; and
- (iii) towards arrears of rent/ use and occupation charges for the period 01.02.2015 till 22.11.2015; two demand drafts of Rs. 4.38 lacs each, amounting in all to Rs. 8.76 lacs have been brought to court.

2. In so far as the payment of conversion charges and electricity charges are concerned, it is not disputed by Mr Sharma, learned counsel for the respondents in RFA Nos. 677/2015 & 678/2015, that the same have been

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paid.

2.1 As regards the demand drafts, amounting in all to Rs. 8.76 lacs are concerned, the same have been handed over to Mr Sharma in court today.

3. As far as the water charges are concerned, Mr Hooda, on instructions of Mr Puneet Kohli, respondent/ contemnor, who is present in court, says that the water charges can be adjusted against the security deposit available with Mr Sharma's clients. I am informed that the water charges amount to Rs. 90,000/- and the security deposit available with Mr Sharma's clients is a sum of Rs. 1.80 lacs.

4. Accordingly, as indicated by Mr Hooda, on instructions of his client, the water charges will be adjusted against the security deposit. Mr Sharma says that after adjusting the water charges, the balance sum towards security deposit, will be refunded by his clients to the respondent/ contemnor within one week from today.

5. Mr Hooda says that since FAR charges have been paid by Mr Sharma's clients, and the conversion charges have been paid by the respondent/ contemnor, an application will be made for lifting the sealing qua the subject property so that the equipment and other accessories, which belong to the respondent/ contemnor, can be removed.

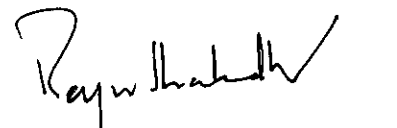
6. Mr Sharma says that his clients will join the application, if any, made by the respondent/ contemnor. Mr Sharma says that that his clients will give their no-objection for removal of equipment and accessories by Mr Hooda's client and also make an independent application for lifting the sealing.

7. Both, Mr Hooda and Mr Sharma say that, with this, all inter se claims stand settled, and both parties do not propose to institute any fresh litigation



against each other.

8. Having regard to the fact that the respondent/ contemnor has complied, substantially, with the terms of settlement, I intend dropping the contempt proceedings in view of the subsequent actions taken by the respondent/ contemnor, and his apology to the court. It is ordered accordingly. No further orders are called for in the contempt proceedings.


RAJIV SHAKDHER, J

DECEMBER 10, 2015

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