IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

101

COCP No. 1416 of 2016 (O&M)

Date of Decision: 01.09.2016

M/s Amrit Banaspati Company Ltd.

.....PETITIONER

VERSUS

Mr. Pawan Khaitan and another

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

PRESENT: Mr. Amit Aggarwal, Advocate.
for the petitioner.

AUGUSTINE GEORGE MASIH, J (ORAL)

Contempt in this petition is alleged of an undertaking, as has been given by the respondents before this Court in the affidavit of settlement dated 16.08.2013, according to which, the payment schedule was given for release of the amount due along with interest. The said Schedule was accepted by the petitioner's counsel as well as the respondents' counsel in this Court vide order dated 16.08.2013 (Annexure P-1) passed in CP No. 117 of 2011 titled as Amrit Banaspati Co. Ltd. vs. ABC Papers Ltd., which was disposed of, at that stage, as infructuous with a direction that the respondent shall make the due payment as per the undertaking given in para-3 of the affidavit read with Schedule (Annexure R/A).

Counsel for the petitioner asserts that the payments have not been made as per the Schedule as while releasing the last instalment, an amount of ₹1,64,313/- has been deducted towards interest as per the TDS applicable. This, the counsel contends, is violative of the undertaking given to this Court, as has been mentioned and reproduced in the order dated

16.08.2013.

The contention, as raised by the counsel for the petitioner, cannot be accepted as it is a statutory deduction, which has been made by the respondents and in any case, what has been ordered by this Court is mentioned in para-4, which reads as follows:-

> "(4) The petition is accordingly disposed of, at this stage, as infructuous with a direction that the respondent shall make the due payment as per its undertaking given in para-3 of the affidavit read with Schedule (Annexure R/A)."

A perusal of the above would show that the direction given to the respondent is with regard to the due payment as per the undertaking given in para-3 of the affidavit read with Schedule (Annexure R/A). The payment due would be after complying with the statutory mandate and it cannot be said that the deduction of the TDS would not be covered within the provisions of the due payment.

The contempt is not made out and, therefore, the present contempt petition stands dismissed.

(AUGUSTINE GEORGE MASIH)
JUDGE

September 01, 2016

pj

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No