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

+ **CCP(CO.) 24/2010**

SHARMILEE CHOPRA Petitioner

Through Mr. Nilava Bandhopadhyay, Advocate with
Petitioner in person.

versus

GAURAV CHOPRA & ANR Respondents

Through Ms. Malini Sud and Ms. Priya Deep, Advocates
with respondent No.1 in person.

CORAM:

HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA

ORDER

% **27.04.2016**

This petition praying for initiation of proceedings in contempt against the respondents was initiated by Mrs. Sharmilee Chopra, *inter alia*, alleging violation of orders passed by this Court on 20.04.2010 and 08.06.2010 in C.P. No.41(ND) / 2010.

The genesis of the dispute between the parties, who are married to each other, lies in a petition under Sections 397 and 398 of the Companies Act, 1956 moved by the petitioner-Mrs. Sharmilee Chopra before the Principal Bench of the Company Law Board at New Delhi complaining of acts of oppression and mismanagement with regard to the affairs of Proform Interiors Pvt. Ltd. On 20.04.2010, and then again on 08.09.2010, certain

directions were passed by the Company Law Board to the respondent, which, according to the petitioner herein, had not been complied with; and the petitioner initiated the instant proceedings for contempt in this Court.

Before this Court, some efforts at mediation had also failed to yield any result.

It appears that Proform Interiors Pvt. Ltd. is a closely held company and both the petitioner and the respondent are the only shareholders thereof. Admittedly, there are also matrimonial disputes between the parties.

Ultimately, the parties are stated to have entered into a comprehensive settlement in terms of a Memorandum of Settlement executed between them on 26.05.2015 as well as a further Addendum thereto on 29.02.2016.

Both the parties are also present in person. They are duly identified by their respective counsel.

Both counsel approve terms and conditions set down in the aforesaid Memorandum of Settlement as well as the Addendum thereto, and they also identify the signatures of their respective clients on the said documents. Both parties also specifically approve the term and conditions of the said settlement, and undertake to remain bound by the same.

I have also enquired from the petitioner and she states that she is fully satisfied with the terms set down in the said Memorandum of Settlement and the Addendum thereto; and with due and proper compliance with the terms set down therein, she has no further claims or grievances either with regard

to the subject matter of the petition that she has moved under Sections 397 and 398 of the Companies Act, 1956, being CP No.41(ND) / 2010 before the Company Law Board, or with regard to the matrimonial disputes between the parties. In this context, she states that both the parties have agreed to move the court of competent jurisdiction to seek divorce by mutual consent on the terms enumerated in this settlement.

The Respondent, Sh. Gaurav Chopra, also specifically undertakes to this Court on his own behalf as well as on behalf of his father Capt. Gautam Chopra, to remain bound by all the terms set down in the aforesaid Memorandum of Settlement and the Addendum thereto, including with regard to their matrimonial disputes.

The aforesaid undertakings of the parties are accepted by this Court and they shall remain bound by the same.

Under the circumstances, to my mind, the proceedings deserve to be closed at this stage itself, and no further orders are called for. Consequently, and as prayed by both parties, the show cause notice dated 20.08.2010 is recalled and the matter stands disposed off.

SUDERSHAN KUMAR MISRA, J

APRIL 27, 2016
dr