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

+ EX.P. 135/2015 & EA No.327/2015 (u/O 21 R-41 CPC)

SHIV SHAKTI MADAN Decree Holder

Through: Mr. P.V. Kapur, Sr. Adv. with Mr.
V.K. Nagratha, Ms. Divya Kapur, Mr.
Sidhant Kapur, Ms. Pratibha Sridhar
& Ms. Kaveri Gupta, Advs.

Versus

NEW WAYS PROJECTS PVT LTD Judgement Debtor

Through: Mr. Rajat Aneja, Ms. Chandrika
Gupta, Mr. Vijay Pal Singh, Advs.
with Mr. Rajiv Kumar Dandona,
Director of the JD in person.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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15.12.2016

EA No.813/2016 (of Sh. Rajiv Kumar Dandona for withdrawal of undertaking recorded on 20th July, 2016)

1. This order is in continuation of yesterday's order.
2. The counsel for the judgment-debtor and Mr. Rajiv Kumar Dandona states that Mr. Rajiv Kumar Dandona is present in person.
3. The counsel for the judgment-debtor and Mr. Rajiv Kumar Dandona has been heard on EA No.813/2016.
4. No merit is found in any of the contentions urged. However the need to record the contentions and deal with the same is not felt as Mr. Rajiv Kumar Dandona present in person and identified by his advocate has offered to pay a total amount of Rs.17 lacs to the decree-holder with a sum of Rs.15 lacs being paid on or before 7th January, 2017 and the balance Rs.2 lacs

being paid on or before 28th February, 2017 and the senior counsel for the decree-holder has been prevailed over, for the sake of culmination, to agree thereto.

5. I have personally spoken to Mr. Rajiv Kumar Dandona to ensure that he does not in future make averments with respect to his counsel appearing today as were made during the course of hearing with respect to the counsel appearing for him on 19th July, 2016 and 20th July, 2016. I am satisfied that he has understood the consequences.

6. Be that as it may, it is deemed appropriate to separately record his statement in the form of an undertaking to the Court and which has been recorded.

7. Binding Mr. Rajiv Kumar Dandona to his undertaking and explaining him the consequences of breach of undertaking given to the Court, the execution petition is disposed of with the following directions:

- (i) If Mr. Rajiv Kumar Dandona in accordance with the undertaking pays the amount of Rs.17 lacs, the execution petition shall stand satisfied.
- (ii) However if there is any default in payment of either of the two instalments as undertaken, the decree-holder shall be entitled to revive this execution petition besides taking appropriate action against Sh. Rajiv Kumar Dandona for breach of undertaking given to the Court.
- (iii) In case of breach of undertaking, it shall not be open to Sh. Rajiv Kumar Dandona to contend that the remedy of the

decree-holder is by way of execution only and not by way of proceeding against him for breach of undertaking given to the Court.

(iv) In such event, the interest shall be deemed to have continued to run.

(v) The demand drafts / pay orders as undertaken shall be handed over to the counsel for the decree-holder.

8. With the aforesaid directions, the execution petition is disposed of.
Dasti under signature of Court Master.

RAJIV SAHAI ENDLAW, J

DECEMBER 15, 2016

‘gsr’..

EX.P. 135/2015

Statement of Mr. Rajiv Kumar Dandona, S/o Sh. Jagdishlal Dandona, aged about 65 years, R/o 14/22, East Patel Nagar, New Delhi-110008.

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I understand English as well as Hindi language and have fully understood the proceedings before this Court and have offered to yet again give an undertaking, besides as a Director of the judgment-debtor, in my personal capacity also, to the Court to pay a sum of Rs.17 lacs to the decree-holder by demand drafts / pay orders in the name of the decree-holder in two instalments, first of Rs.15 lacs payable by 7th January, 2017 and the second of Rs.2 lacs payable on or before 28th February, 2017.

I undertake to this Court to make the payment aforesaid to the decree-holder.

I have understood the consequences of breach of undertaking given to the Court.

The entire order of the Court has been dictated in my presence and I have understood the contents thereof and besides signing hereunder, I am also signing the order of the Court in confirmation of having accepted the contents thereof.

RO&AC
DECEMBER 15, 2016
'gsr'..

RAJIV SAHAI ENDLAW, J