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

+ **CONT.CAS(C) 1012/2016 & C.M.No.32611/2016**

TAURANT PROJECTS LTD

..... Petitioner

Through Mr.Raman Gandhi, Advocate.

versus

A K MITTAL & ANR

..... Respondents

Through Mr.Manoj Kumar Das, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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06.09.2016

Present contempt petition has been filed alleging wilful disobedience of order dated 21st March, 2011 passed in CS(OS) No.1228/2010, whereby the suit filed by the petitioner was disposed of in terms of a Settlement Agreement dated 15th February, 2011.

Learned counsel for petitioner states that the respondents have failed to abide by the terms and conditions mentioned in the Settlement Agreement, in particular Clauses (d) & (e) of the Settlement Agreement, which read as under:-

d) Mr.Kadian, Executive officer on behalf of Defendant no.2 ensures that the supply of garbage shall be as per specifications in the O & M Agreement dated 07.07.2008.

e) In order to comply to the directions of the Haryana State Pollution Control Board with regard to NOC, process has already been initiated by the Defendant no.2 i.e. to obtain consent to operate.”

Learned counsel for the petitioner states that though the ‘consent to operate’ has been declined on account of failure of the

respondents to discharge its obligation as contained in aforesaid Clause (e) of the Settlement Agreement, yet Ambala Municipal Corporation has issued a show cause notice of termination of operation and maintenance agreement to the petitioner. He emphasises that it was incumbent upon Ambala Municipal Corporation under the Settlement Agreement to get the requisite pollution control clearance-which they have not obtained till date.

However, this Court is of the opinion that Clause (e) only stipulates that Ambala Municipal Corporation would initiate the process to obtain the 'consent to operate'. From the Settlement Agreement, it is not apparent that Ambala Municipal Corporation was obliged in law to obtain the 'consent to operate'. The consequence of breach of Clause (e) has also not been stipulated in the Settlement Agreement. In fact it nowhere provides that in the event Ambala Municipal Corporation fails to obtain the 'consent to operate', then the operation and maintenance agreement would not be terminated.

Since the contempt proceedings are akin to quasi-criminal proceedings, this Court is of the opinion that on the strength of the order dated 21st March, 2011 as well as the aforesaid settlement agreement, it cannot reach the conclusion in the present proceedings that the respondents have wilfully disobeyed the consent/compromise agreement dated 15th February, 2011.

Accordingly, the present contempt petition and the application are dismissed.

MANMOHAN, J

SEPTEMBER 06, 2016/KA