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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CONT.CAS(C) 800/2017 and CM APPL. 43415/2017**

RAVI SHANKAR TIWARI Petitioner
Through Mr. Rajesh Kumar, Adv.

versus

RISHI SHARMA & ANR Respondent
Through None.

CORAM:
HON'BLE MR. JUSTICE A. K. CHAWLA

ORDER
% **29.11.2017**

Instant petition has come to be filed alleging violation of terms of Decree. Consent money decree came to be passed by ADJ on 5.4.2017. The statement made by the respondent relevant to the subject is, as under :

“.....
.....

Now, it is agreed between me and the plaintiff that remaining amount of Rs.15.10 lakhs is to be paid by me on or before 25.06.2017 out of which Rs.2 lakhs has been paid to the Plaintiff vide two PDC cheque bearing No. 092805 and 092804 of dated 15.04.2017 and 11.04.2017 respectively of Rs. One lac each, both drawn on Punjab National Bank branch Rajinder Nagar Sahibabad, Ghaziabad, UP. The remaining amount of Rs.13.10 lakhs will be paid by me to the Plaintiff on or before 25.06.2017. it is further agreed between me and Plaintiff that if I fail to make the payment of remaining Rs.13.10 lakhs to the Plaintiff, an interest of Rs.2.5% per month shall be levied on the remaining amount on the said date i.e. 25.06.2017 to be calculated w.e.f. 01.01.2017 till its realization.

I have no objection if decree is passed in the present matter as per MOU dated 07.10.2016 as well as statement recorded before the Court today i.e. 05.04.2017.

I shall remain bound by my aforesaid statement.”

A bare perusal of the above-said statement, on the premise whereof decree came to be passed, only shows that consequence of failure in making the payment, as agreed, was higher interest leviable on the remaining amount, till realisation. Such statement and the decree, by no means, can be stretched to say that it attracts the punitive action under the Contempt of Courts Act. Dismissed.

A. K. CHAWLA, J

NOVEMBER 29, 2017

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