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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CONT.CAS(C) 492/2018 & CM No.26511/2018 (for exemption).
TINA GUPTA Petitioner

Through: Mr. Lalitaksh Joshi, Adv.

versus

M L SHARMA & ANR Respondents

Through: Mr. V. Sudeer and Mr.M. Chandra
Sekhar, Adv. for R-1.

AND

MAT.APP. 93/2007 & CM No.28142/2015 (u/S 151 CPC by LR's of respondent seeking permission to place additional documents on record).

TINA GUPTA Appellant

Through: Mr. Lalitaksh Joshi, Adv.

versus

VISHAL GUPTA Respondent

Through: Ms. Minal Sehgal, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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27.07.2018

CONT.CAS(C) 492/2018 & CM No.26511/2018 (for exemption).

1. The counsel for the respondent no.1/alleged contemnor M.L. Sharma, Branch Manager, Syndicate Bank, Kamla Nagar Branch, New Delhi – 110 007 appears on advance notice.
2. The counsel for the petitioner/relator has been heard.
3. The counsel for the petitioner/relator has been unable to show any contempt having been committed by the respondent no.1/alleged contemnor and does not press the Contempt Petition against the respondent no.1/alleged contemnor.

4. The conduct of the petitioner/relator and the counsel shows the casual

manner in which contempt jurisdiction is being invoked.

5. As far as the alleged contemnor no.2 Abhishek Jagga, Branch Manager, HDFC Bank, Kamla Nagar Branch, New Delhi – 110 007 is concerned, contempt is alleged of the order dated 29th April, 2011 in Mat. App. No.93/2007 vide which the amount of Rs.8,00,000/- deposited by the deceased respondent in the Matrimonial Court was ordered to be converted into a Fixed Deposit Receipt (FDR) in the name of the appellant so that interest can be enured for the benefit of the successful party and directions were issued to the Trial Court to take steps to convert the amount of Rs.8,00,000/- into FDR.

6. The averment is that alleged contemnor no.2 has not so converted the amount into FDR.

7. The alleged contemnor no.2 is not privy to the Mat. App. No.93/2007 and was not represented before this Court on 29th April, 2011. The order is not even directed towards the alleged contemnor no.2. Directions were only issued to the trial court. It is not the case that the trial court issued any direction to alleged contemnor no.2, of which he is in defiance. The counsel for the petitioner/relator, on enquiry as to when the order of this Court, even if were to be construed as a direction to the alleged contemnor no.2 was served on the alleged contemnor no.2, has drawn attention to page 45 of the paper book being an English translation of a letter dated 25th November, 2016 claimed to have been written by the appellant to the Manager, HDFC Bank, Kamla Nagar Branch, New Delhi in this regard.

8. However, the said English translation merely states that the same was served on the bank officials on 28th November, 2016 i.e. three days from the

date which the letter bears. The original letter bearing acknowledgement has not been filed and adjournment is sought for the said purpose.

9. The counsel for the alleged contemnor no.1, during his arguments, had drawn attention to the order dated 17th September, 2016 of the Additional Principal Judge, Family Court, West, Tis Hazari Court, Delhi in Misc. No.46/14, of handing over of the demand drafts to the counsel for the appellant on that date. The counsel for the alleged contemnor no.1 had also argued that though the demand draft in pursuance to the aforesaid order dated 17th September, 2016 was handed over to Syndicate Bank on 29th November, 2016 and converted into fixed deposit, after obtaining sanction of the higher authorities on 29th January, 2018 for payment of interest thereon w.e.f. 29th April, 2011 i.e. the date of order of this Court inspite of money being not deposited with the bank, but interest after obtaining such approval was paid w.e.f. 29th April, 2011.

10. In the circumstances, not only is there no proof before this Court as of today of the alleged contemnor no.2 having been informed of the order of which contempt is alleged but it is quite evident that interest though was ordered to be paid could not have been paid by the alleged contemnor no.2 till the money came in the fixed deposit account of the bank.

11. In the circumstances, the contempt jurisdiction against the alleged contemnor no.2 also has been likely invoked without understanding the repercussions thereof. If at all alleged contemnor no.1 has not complied with the order, the remedy of the petitioner/relator is to seek a specific direction against HDFC Bank in Mat. App. No.93/2007 or from the trial court.

12. The Contempt Petition is thus dismissed.

13. Though I was inclined to impose costs, but finding that the counsel for the petitioner/relator is raw, suffice it is to caution him to not invoke contempt jurisdiction in such casual manner.

MAT.APP. 93/2007 & CM No.28142/2015 (u/S 151 CPC by LR's of respondent seeking permission to place additional documents on record).

14. Ms. Minal Sehgal, Advocate appears for the respondent and states that she has been engaged yesterday only and needs time to prepare.

15. List on 17th August, 2018 as sought.

16. No further adjournment shall be granted.

RAJIV SAHAI ENDLAW, J

JULY 27, 2018

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