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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
Date of Decision : 29th May, 2018

+ **CONT.CAS(C) 825/2017**

VIJAY GUPTA

..... Petitioner

Through: Mr. Rohan Garg, Advocate (M-9811381190) along with Petitioner in person.

versus

KRISHAN BABBAR & ANR

..... Respondents

Through: Mr. Gaurav Sahrawat, Advocate.
(M-8800488688)

CORAM:

JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J. (Oral)

CONT.CAS(C) 825/2017

1. The present contempt petition has been filed alleging violation of order dated 15th April, 2010. The said order extracted herein below: -

“CM No.6715/2010

Exemption granted subject to all just exceptions.

The application stands disposed of accordingly.

RFA 230/2010

Issue notice to the respondents to show cause as to why the appeal be not admitted by ordinary process, registered A.D. post as also through the approved courier on the appellant taking the necessary steps within one week, returnable on 12th July, 2010.

CM No.6714/2010 (stay)

Issue notice of this application to the respondents, returnable on 12th July, 2010. Till the next date, the parties shall maintain status quo in respect of the suit property, i.e., Plot of land bearing

*No.E-2/3 admeasuring an area of 124 sq. yards
situate at Malviya Nagar, New Delhi.”*

2. The Appellant had moved an application seeking permission to let out the suit property to one M/s SHR Lifestyle (P) Ltd. The said application continued to remain pending. However, before the Court could pass any order on the said application, the Appellant went ahead with the transaction and entered into what has been described as a ‘*Brand Outlet Management Agreement*’ with the said M/s SHR Lifestyle (P) Ltd.

3. The Ld. Counsel for Respondent No.1, who has filed the contempt petition, also alleges that the Appellant is guilty of letting out the rear side of the suit property to a travel company and also adding new additions in the first floor of the property. In support of this submission, he relies upon the notice issued by the SDMC dated 31st March, 2016 which describes these three additions/alterations. This according to the Petitioner constitutes violation of the orders of *status quo*.

4. On the other hand, learned counsel for the Appellant/Alleged Contemnor submits that even as per the brand outlet management agreement, the possession has not been handed over to any third party and the Appellant is selling apparel of SHR Lifestyles Pvt. Ltd. The possession however, continues to remain with the Appellant.

5. A Local Commissioner was appointed vide order dated 21st March, 2018 to submit a report after inspecting the premises. As per the Local Commissioner's report the Appellants are conducting the business in an arrangement with SHR Lifestyles Pvt. Ltd. The agreement with the said company has also been placed on record.

6. There is no doubt that in the overall facts and circumstances and

considering the report of the Local Commissioner wherein it was found that there was no lease agreement but a *Brand Outlet Management Agreement* has been entered into. While the application before this Court was pending, it appears that the Appellant entered into a different a transaction with SHR Lifestyle and termed the same as a *Brand Outlet Management Agreement*, instead of a Lease agreement. Directing the Appellant to cancel the said agreement would result in enormous monetary loss to the appellant. However, while the application was pending, the Appellant ought not to have over-reached in this manner. Thus, the Appellant/Alleged Contemnor shall deposit a sum of Rs.10,00,000/- in this Court, which shall be subject to orders in the Appeal, and the said deposit shall be retained with the Registrar General in a fixed deposit.

7. Mr. Krishan Babbar and Mrs. Neelam Babbar are present in Court. They undertake not to create any third-party interest in the property or part with possession or title in the suit property. If they wish to change the status of the property in any manner, they would not take any steps before seeking permission of this Court. Binding them to the said undertaking, deposit of Rs.10,00,000/- shall be made before four weeks.

8. The contempt petition is disposed of and the contemnors are discharged.

9. If the appeal is not disposed of within six months, the Respondent is given liberty to move the Court.

PRATHIBA M. SINGH, J.

MAY 29, 2018

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