

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

COCP-3027-2015

Date of Decision: April 08, 2019

Rama Singla

.....Petitioner

Versus

Navneet Singla and others

.....Respondents

CORAM: HON'BLE MS.JUSTICE NIRMALJIT KAUR

Present: Mr.Arun Singla, Advocate for the petitioner.

Mr.Sandeep Gahlawat, Advocate for respondent No.1.

None for respondent Nos.2 and 3.

Mr.Ashish Yadav, Addl.AG, Haryana.

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NIRMALJIT KAUR, J.

The present contempt petition is filed against the respondents for non-compliance of the order dated 05.06.2015 passed by the Judicial Magistrate Ist Class, Derabassi, vide which the JMIC, Derabassi allowed the complainant to withdraw the same in view of the statement of Navneet Singla, respondent No.1, accused in the complaint filed by the petitioner-Rama Singla, to the effect that he shall pay ₹15.00 lacs to the complainant -Rama Singla qua himself and the other accused.

The facts in short are that a complaint was filed by the petitioner under Sections 406, 420, 120-B IPC at Police Station Zirakpur, District SAS Nagar in the Court of Sub Divisional Judicial Magistrate, Derabassi against the respondents. Since both the parties were related to

each other, the matter was compromised between the petitioner and all the

three respondents. Respondent No.1 agreed to pay a total sum of ₹15.00 lacs to the petitioner. The compromise is placed on record as Annexure P1 and the said compromise before the trial Court was placed on record as Ex.CX. However, the said amount was never paid to the petitioner. The said compromise was never honoured by the respondents. Since it was also a breach of undertaking given before the Court, notice of motion was issued to all three respondents. Since the compromise was signed by all the three respondents, upon service, respondent Nos.2 and 3 filed their reply, but respondent No.1 never chose to file his reply.

Learned counsel for the parties were heard. Learned counsel for respondent Nos.2&3 stated that no statement was given by respondent Nos.2&3 and the same was given by respondent No.1 and therefore, they have not violated any undertaking. Learned counsel for respondent No.1, on the other hand, submitted that no contempt is made out as there was no direction.

In order to adjudicate as to whether any contempt has been committed by the respondents or not, it is necessary to examine the various orders and the statement made before the Court. The statement of respondent No.1, Navneet Singla is placed on record. The same reads as under:-

“Stated that I and my wife Rama Singla (sic) have entered into a compromise with complainant Rama Singla. On the basis of the compromise it is agreed to pay ₹15,00,000/- to Rama Singla. Original compromise is Ex.CX, which I and my wife have done with out own wish, happiness and consent. Me and my wife will be bind by this compromise and signature of myself and my wife is identified by me. Copy of my driving license is Mark A. Responsibility of other accused is mine.”

Thereafter, the JMIC, Derabassi duly recorded in her order dated 05.06.2015 that Navneet Singla has suffered the statement that the compromise has been effected with complainant Rama Singla as per compromise Ex.CX and he along with his wife shall be bound by the statement and he also identifies the signatures of his wife on the compromise. In pursuance to the said statement, complainant Rama Singla was allowed to withdraw her complaint by the same order.

From the above, it is evident that the complainant honoured her part of the statement and withdrew the complaint, whereas, respondent No.1 instead of complying with the terms of the compromise in spite of giving an undertaking and making a statement before the Court that he shall pay ₹15.00 lacs to Rama Singla, has refused to do so till date. Various opportunities were granted by this Court to honour the compromise and comply with the statement but each time, he managed to dodge the Court and continued to keep the contempt petition pending since the year 2015, which was adjourned on one date to the other, either on the statement of respondent No.1 or on the request of his counsel, on instructions of the respondent that he shall pay the amount to the petitioner. At one stage, even ₹10,000/- costs was also imposed on respondent No.1 vide order dated 14.02.2018. On 14.03.2018, three post dated cheques amounting to ₹5.00 lacs were given. However, the said cheques furnished before the Court for an amount of ₹5.00 lacs each were dishonoured for lack of sufficient funds. Thereafter, non-bailable warrants were issued against respondent No.1. However, respondent No.1 moved an application for recalling the portion vide which non-bailable warrants were issued. But when the application

bring a demand draft of ₹5.00 lacs to show his bona fide. The matter was accordingly listed on 07.08.2018. On 07.08.2018, the counsel for respondent No.1 withdrew the application seeking recall of the order vide which non-bailable warrants were issued. Thereafter, non-bailable warrants issued to secure presence of respondent No.1 were received back with the report that he is not residing at the given address. Subsequently, the non-bailable warrants could not be executed till 30.10.2018 when Navneet Singla was finally produced in Court after execution of the non-bailable warrants and was ordered to be released on bail. When the matter was again listed on 27.11.2018, learned counsel took more time to do the needful, which was granted. On 13.12.2018, the following order was passed by this Court:-

“It is evident from the orders placed on records and the statements made before the trial court that respondent No.1-Navneet Singla had breached the undertaking. On the basis of the compromise, the complaint was withdrawn by the petitioner but Navneet Singla has not honoured his part of the statement. The matter was adjourned many times to enable respondent No.1 to make the payment as per the undertaking. Opportunity was also given to give draft of ₹ 5,00,000/- to show his bonafide way back on 1.8.2018. Thereafter, on 7.8.2018, application was moved by Navneet Singla to recall the portion of the order dated 11.7.2018, vide which non-bailable warrants were ordered to be issued against him and once again time was sought to produce the bank draft. Thereafter, respondent No.1-Navneet Singla is playing hide and seek with the Court not only by breaching the undertaking but disobeying the various directions issued by this Court. The conduct of respondent No.1 as well as breach of the undertaking is sufficient for the Court

to proceed against him.

Adjourned to 8.1.2019.

Accordingly, respondent No.1-Navneet Singla shall appear in person in Court on 8.1.2019 to show cause as to why the order of punishment should not be passed against him.”

Thereafter, when the matter was listed on 08.01.2019, Mr.Navneet Singla once again made his statement and recorded his undertaking that he will pay ₹15.00 lacs in four equal installments and the matter was adjourned to 20.02.2019 to ensure the payment of Ist installment. However, he did not pay a penny even by 08.01.2019. Accordingly, this Court was forced to record that the respondent is trying to dodge and mislead this Court. The matter was ordered to be kept for 27.03.2019 for final hearing.

From the above, it is evident that respondent No.1 has not only violated the compromise but breached the undertaking dated 05.06.2015 made before trial Court on the basis of which the complaint was withdrawn by the present petitioner. Thereafter, the similar statement was made by him even before this Court on 08.01.2019. Obviously, the second statement before this Court was nothing but to bide time and to take both, the petitioner and the Court for a ride. He has been misleading the Court ever since the contempt petition was filed. He even mislead the Court for getting an adjournment by handing over cheques of ₹5.00 lacs to the petitioner, which were dishonoured. Thereafter, he chose to abscond and as a result, it took much time before non-bailable warrants could be finally executed against him. It shows that respondent No.1 has no intention of complying with his undertaking. Much loss and grievances is caused to the petitioner

as even the complaint filed by her against the respondent was withdrawn. It is a well settled preposition of law that breach of undertaking given to the Court means contempt of Court. In the present case, it is both, wilful and deliberate violation of the order. In fact, he has misused the process of law by getting the complaint withdrawn on an undertaking given by him which he has defied.

In view of the above, this Court has no choice but to hold that respondent No.1 liable for having committed the contempt of Court.

Although respondent Nos.2 and 3 are party to the compromise but since no statement was made by them, the contempt qua respondent Nos.2 and 3 is dismissed.

On the quantum of sentence, learned counsel for respondent No.1 did not say much except that lenient view should be taken.

Keeping in view all the facts and circumstances of the case and as well as the conduct, respondent No.1 is sentenced to undergo simple imprisonment of one month. He shall surrender before the Chief Judicial Magistrate, SAS Nagar, within two weeks from today, who shall send him to judicial custody to undergo the sentence, as above.

A copy of the order be sent to the Chief Judicial Magistrate, SAS Nagar, for information and necessary compliance.

Disposed of.

April 08, 2019
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(NIRMALJIT KAUR)
JUDGE

1. Whether speaking/reasoned ?
2. Whether reportable ?

Yes/No
Yes/No