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

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Judgment delivered on: 04.12.2020

+ CONT.CAS(C) 755/2020

RAJESHWARI

..... Petitioner

versus

AMIT BAJAJ

..... Respondent

Advocates who appeared in this case:

For the Petitioner: Mr. Jai Bansal, Advocate with petitioner in person.

For the Respondent: Respondent in person.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

CONT.CAS(C) 755/2020

1. The hearing was conducted through video conferencing.
2. Petitioner has filed the subject petition seeking initiation of contempt proceedings against the respondent for having violated order dated 31.10.2019.
3. Petitioner is staying as a paying guest in the accommodation allegedly being run by the respondent. Petitioner had filed the subject Suit for injunction and on 31.10.2019, the Suit was disposed of as

compromised and a consent decree was passed in the suit on a statement given by the respondent as under:-

“Vide a separate statement, the defendant has undertaken that he shall not dispossess the plaintiff from the suit property without due process of law. He shall also not interrupt the supply of electricity, water and shall provide food, subject to payment of admitted monthly charge to the plaintiff, which is being provided to the other PGs.”

4. Petitioner contends that despite respondent undertaking not to interrupt the supply of electricity and water, water and electricity to the portion occupied by the petitioner has been disconnected.

5. Respondent, who is also connected through video conferencing, submits that no payment has been made by the petitioner after 20.07.2018. He submit that the electricity has been disconnected by the authorities on account of non payment of bill and since payment has not been made by the Petitioner, he has not been in a position to deposit the electricity bill.

6. Petitioner, who also appears in person, contends that the undertaking of the petitioner was not to interrupt supply of electricity and water under any circumstance and the part of the undertaking that payment is to be made of admitted monthly charges by the petitioner, was conditional on respondent providing food and was not connected to the supply of electricity and water and respondent was to provide

uninterrupted supply of water and electricity irrespective of any payment being made. She after repeated questioning submits that payment has been made only until February 2019.

7. Though there is a dispute as to whether the payment was made till July 2018 or till February 2019 as contended by the petitioner, it is an admitted position that after February, 2019, no payment has been made by the petitioner to the respondent.

8. Petitioner is continuing to reside in a room provided to the petitioner as a paying guest, though without water and electricity. She admits that after February, 2019, no payment has been made to the Respondent, though it is contended that it is because water and electricity was disconnected.

9. The contention of the petitioner that electricity and water was to be supplied unconditionally and food was to be provided subject to payment of admitted monthly charges is not sustainable.

10. The undertaking, as extracted above, when read shows that the supply of electricity, water and provision of food was subject to payment of admitted monthly charges. Since petitioner has admittedly not paid any monthly charges after February 2019, respondent cannot be held to have wilfully defaulted or disobeyed the undertaking given on 31.10.2019.

11. The explanation of the respondent is that the electricity has been disconnected by the authorities on account of non-payment of the bill. He submits that in view of the pandemic there are no other occupants on the floor being occupied by the petitioner and as such he is not in a position to pay the electricity charges without receiving the same from the petitioner. Petitioner is not willing to pay any charges and she continues to stress that as per the undertaking respondent has to supply electricity and water unconditionally and she is not liable to pay for the same. This clearly cannot be sustained.

12. In view of the above, I find no ground to initiate any proceedings under the Contempt of Courts Act against the respondent for alleged breach of the undertaking.

13. I find no merit in the petition. The Petition is, accordingly, dismissed.

14. Copy of the judgment be uploaded on the High Court website and be also forwarded to learned counsels through email.

DECEMBER 04, 2020
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SANJEEV SACHDEVA, J