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

+ **CONT.CAS(C) 537/2020**

DINESH SAIGAL

..... Petitioner

Through: Mr. Chander Mohan Lall, Sr.
Advocate with Ms. Nancy Roy, Mr.
K.G. Sharma, Ms. Ananya Chug and
Mr. Jayant Kumar, Advocates

versus

MANOJ KAPOOR

..... Respondent

Through: Mr. Harsh Mohan Ojha, Mr. Mayank
Agarwal, and Mr. Gaurav Gandhi,
Advocates.

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Date of Decision: 06th May, 2023

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J (ORAL):

1. This contempt petition has been filed alleging that the Respondent has wilfully violated the terms of settlement and the undertaking given to the Coordinate Bench of this Court, as recorded in the orders dated 06.02.2020 and 19.06.2020, passed in CM(M) 1344/2019. The Respondent *vide* orders dated 06.02.2020 and 19.06.2020 sought extension of time to vacate the tenanted premises and pay the admitted arrears of rent and current use and occupation charges.

2. Since, the Respondent failed to pay the admitted arrears of rent, the Coordinate bench *vide* order dated 19.06.2020 in CM APPL. 12301/2020 filed in CM(M) 1344/2019, directed that the Respondent will be liable to pay interest at 7% per annum on the outstanding arrears of rent. The said

direction was issued after giving a further opportunity to pay the arrears of rent by 31.08.2020.

3. The Respondent herein during pendency of this petition, admitted the violation of the undertakings given to the Coordinate Bench and thereafter, yet again undertook on 24.09.2020, 12.10.2020 and 08.01.2021 in these proceedings to abide by the orders and undertakings dated 06.02.2020 and 19.06.2020.

4. The matter was adjourned on 21.03.2023 by this Bench at the request of the Respondent to enable him to clear the admitted arrears of Rs.33,10,058/- (due as on 01.03.2023). The matter was adjourned again on 21.04.2023; however, the Respondent has failed to make any payment to the Petitioner.

5. The Petitioner herein has during the course of hearing handed over an updated calculation sheet, computing the total outstanding dues as on 01.05.2023 at Rs. 33,40,557/- with interest at the rate of 7% per annum.

Brief facts

6. The Petitioner herein is a landlord, who had filed suit against the Respondent for recovery of possession as well as arrears of rent of second floor and servant room in basement of the property bearing no. W-9, Greater Kailash - II, New Delhi-110048 ('subject property'). The said suit was decreed in favour of the Petitioner on 13.03.2019 and the Respondent became liable to be ejected.

6.1. However, since the Respondent, tenant, did not hand over the possession of the subject property, the Petitioner preferred an execution petition bearing No. 461/2019 before the ADJ, South East District, Saket Courts, New Delhi ('Executing Court'). An application seeking stay of the

execution proceedings was filed by the Respondent, however, the same was rejected by the Executing Court.

6.2. The Respondent herein did not challenge the decree dated 13.03.2019 and the same had attained finality. However, the Respondent approached this Court by way of CM(M) 1344/2019, assailing the order dated 19.08.2019 passed by the Executing Court declining to stay the execution petition. In the said petition, the Respondent sought extension of time to vacate the premises until 31.12.2020 and gave an unambiguous undertaking to the Court that he will continue to pay use and occupation charges of Rs. 1.80 lakhs per month, during the period of occupation of the subject property. The relevant extract of the order dated 06.02.2020 reads as under:

“1. The Petitioner – Mr. Manoj Kapoor and Mr. Mukesh Saigal, the brother/power of attorney holder of the Respondent are present in Court today. During the course of hearing, after consulting with their respective counsels, they have arrived at a settlement on the following terms and conditions:

1) The Respondent agrees that the Petitioner shall be entitled to remain in possession of the second floor and servant room in the basement of property bearing No.W-9, Greater Kailash-II, New Delhi till 31st December, 2020. On or before 31st December, 2020, the Petitioner undertakes to hand over vacant and peaceful possession of the property to the Respondent.

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3) The Petitioner agrees and undertakes to pay the future monthly use and occupation charges of Rs.1.80 lakhs per month on or before the 10th of every month, without fail, without any further demand or notice. The same shall be remitted directly to the bank account of the Respondent.

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5) The Petitioner agrees that the remaining sum of Rs. 18.20 lakhs shall be paid to the Respondent in the following instalments:

<u>On or before 15th April, 2020</u>	-	<u>Rs. 6 lakhs</u>
<u>On or before 15th July, 2020</u>	-	<u>Rs. 6.20 lakhs</u>
<u>On or before 15th October, 2020</u>	-	<u>Rs. 6 lakhs</u>

6) The monthly payments, as per clause 1 above, shall continue with fail.”

(Emphasis Supplied)

6.3. In the said undertaking tendered to the Coordinate Bench on 06.02.2020, the Respondent persuaded the Court to grant him an extension of time to vacate the subject property till December, 2020, on the terms and conditions set out therein; more particularly the undertaking with respect to payment of arrears in instalments.

6.4. The Respondent, however, on 11.06.2020 sought further extension of time to comply with the undertaking dated 06.02.2020 as he defaulted in making payments of the admitted arrears of rent. The said request of extension of time was accepted by the Coordinate Bench and a fresh undertaking of the Respondent was recorded by the Court on 19.06.2020 (2nd undertaking). The relevant extract of the order dated 19.06.2020 reads as under:

“7. Application is, accordingly, allowed. Petitioner is directed to pay a sum of Rs.2 lakhs to the respondent on or before 30.06.2020 and the balance amount due till 31.08.2020 shall be paid on or before 31.08.2020, failing which petitioner shall be liable to pay simple interest @ 7% per annum on the overdue amount commencing from 15.06.2020 besides being liable for breach of undertaking.”

6.5. The Respondent however, failed to comply with the undertakings given to the Coordinate Bench on 06.02.2020 and 19.06.2020 and failed to make payments to the Petitioner herein towards the arrears of rent and the current use and occupation charges. The Respondent herein while continuing to remain in default of payment of use and occupation charges, however, failed to vacate the tenanted premises and continued to enjoy the said premises without payment of use and occupation charges.

7. In these circumstances, the Petitioner herein was compelled to file the instant contempt petition. In this petition once again the Respondent on 24.09.2020 gave a fresh undertaking (3rd undertaking) that he will clear the

arrears in three (3) equal monthly instalments. The relevant extract of the order dated 24.09.2020 reads as under:

“2. The respondent who is connected through video conferencing undertakes that respondent shall clear the entire arrears in three equal monthly instalments along with making the payment for the use and occupation charges which accrue month to month in terms of order dated 06.02.2020 read with order dated 19.06.2020. He undertakes that the first instalment shall be paid on or before 08.10.2020. The undertaking is accepted.”

(Emphasis Supplied)

7.1. It would be reasonable to assume that the Respondent while tendering the 3rd undertaking on 24.09.2020, had done the same after being cognizant of his financial capacity.

7.2. The Respondent herein, however, failed to comply with the said 3rd undertaking as well and failed to clear the admitted arrears.

7.3. The Respondent on 12.10.2020 again undertook (4th undertaking) to clear the entire arrears of use and occupation on or before 31.10.2020.

7.4. The Respondent, however, despite non-payment of arrears or current use and occupation charges, continued to occupy the subject property and failed to vacate the subject property. In these circumstances, this Court on 12.11.2020 in these proceedings after taking note of his serial defaults, ‘directed’ the Respondent to vacate the subject property on or before 30.11.2020. The relevant extract of the order dated 12.11.2020 reads as under:

“4. Respondent, on 06.02.2020, undertook to vacate and hand over the peaceful vacant possession of the tenanted premises to the petitioner on or before 31.12.2020. He also undertook to pay a sum of Rs. 1,80,000/- per month as use and occupation charges.

5. As on 06.02.2020, respondent was in arrears of Rs. 43.20 lakhs, thereafter payments were made from time to time as directed by order dated 06.02.2020.

6. Respondent had undertaken to pay balance sum of Rs. 18.20 lakhs in three instalments. Respondent defaulted in making the payment. He, by an

application, sought extension of time to clear the arrears till 31.08.2020.

7. By order dated 19.06.2020 extension was granted to the respondent to clear the arrears on or before 31.08.2020, failing which he was liable to pay simple interest @ 7% per annum.

8. Even the said orders were not complied with. Consequently, petitioner filed the subject contempt proceedings. Notice was issued on 16.09.2020 when counsel for the respondent prayed for some more time.

9. On 24.09.2020, the respondent along with his counsel was present before Court through video conferencing and respondent further undertook to clear the entire arrears in three equal monthly instalments. The first instalment was to be paid on 08.10.2020. The matter was thereafter adjourned to 12.10.2020. Despite the undertaking, instalment was not paid and on 11.10.2020 only a sum of Rs. 2 lakh was paid.

10. On 12.10.2020, respondent further sought time to make the payment and it was undertaken that the entire arrears of Rs. 29.80 lakhs would be paid by 31.10.2020 besides payment of Rs. 1,80,000/- per month as originally directed. Even this order was not complied with.

11. On 02.11.2020 respondent was connected through video conferencing and orally assured that he shall pay a sum of Rs. 5 lakhs by today and shall also endeavour to clear the balance amount shortly. Even this assurance has not been met by the respondent and only a sum of Rs. 1.15 lakhs has been paid to the petitioner.

12. In view of the facts and circumstances as noticed above, no further indulgence can be granted to the respondent. **Respondent is accordingly directed to vacate and hand over the peaceful vacant possession of the tenanted premises on or before 30.11.2020.**

13. Respondent shall also clear the entire arrears in terms of order dated 06.02.2020 on or before vacating the premises. Respondent shall also clear the water and electricity dues and furnish the paid bills at the time of vacation of the premises.”

(Emphasis Supplied)

7.5. In the order dated 12.11.2020, though the Court had categorically directed the Respondent herein to vacate the property on 30.11.2020, however, when the matter was listed for compliance on 01.12.2020, the Respondent sought further time until 06.12.2020 to vacate the subject property, which was allowed by this Court. The matter was thereafter listed on 07.12.2020 for compliance of the said direction, however, the Court was

apprised that the Respondent had failed to vacate the subject property despite the categorical directions of this Court *vide* order dated 12.11.2022.

7.6. Therefore, this Court was constrained to appoint a local commissioner on 07.12.2020 to physically evict the Respondent from the subject property and remove the goods and articles of the Respondent, if any, found in the premises. The local commissioner on 08.12.2020, executed the local commission, by evicting the Respondent and handing over the keys of the subject property to the Petitioner herein.

8. In these facts and circumstances, it evident that the Respondent herein who suffered a decree of eviction on 13.03.2019 and the order dated 19.08.2019 in the execution proceedings, approached this Court by way of CM(M) 1344/2019 to prevent the execution of warrants of possession. However, after seeking indulgence of this Court in CM(M) 1344/2019, the Respondent wilfully failed to comply with the undertaking given to the Coordinate Bench on 06.02.2020 and 19.06.2020 and the undertaking given in this contempt petition on 24.09.2020.

8.1. However, the wilful disobedience of the Respondent is evident from his conduct inasmuch as he failed to handover the possession of the subject property after the categorical directions of this Court *vide* orders dated 12.11.2020 and 01.12.2020 in these contempt proceedings. In fact, this Court had to use the coercive process of appointment of local commissioner to have the subject property vacated from the Respondent. The Respondent thus, by his conduct in failing to vacate the subject property (despite orders of this Court) in breach of the repeat undertakings and directions has exhibited wilful disobedience and disregard for the directions of this Court.

9. The non-payment of the admitted arrears of rent and current use and

occupation charges is also a matter of record. Subsequently, on 08.01.2021, when the matter was listed before this Court for payment of the admitted arrears of the rent and use and occupation charges which had arisen on account of the Respondent's continued occupation of the subject property, the Respondent undertook to this Court to pay the said amount within one month i.e., on or before 08.02.2021 (5th undertaking). The said amount had become due and payable on account of Respondent's continuing occupation of the premises even after passing of the decree dated 13.03.2019, until 09.12.2020.

9.1. It is once again a reasonable presumption that the Respondent gave the fresh undertaking on 08.01.2021 to clear the arrears of rent after making an assessment of his financial position.

9.2. The matter thereafter, could not be taken up on board thereafter and was called out on 13.02.2023 and 21.03.2023 before this Bench. The Respondent appeared in the proceedings and merely sought further time to make payments. The Respondent filed an affidavit dated 28.02.2023, for tendering unconditional apology, wherein he has cited the COVID-19 pandemic as the only reason for not making payment of the arrears.

9.3. The Respondent has orally made a submission that he does not have the requisite funds for clearing the arrears, however, the said bald averment is unsubstantiated from the record. The only documents filed in respect of the affidavit are the medical records of the Respondent and his family members.

9.4. The Court's record shows that the Respondent has been consistently seeking adjournments from this Court with an assurance that he is working out a schedule to make payments to the Petitioner herein. However, since

08.01.2021, until today, the arrears have not been cleared and the Respondent has taken advantage of the fact that the Court has been unable to call out the matter on certain dates of listings.

9.5. This matter was listed before this Bench on 13.02.2023, 01.03.2023, 21.03.2023 and 21.04.2023, wherein the Respondent, similarly, on each of the said dates sought an adjournment to enable him to clear the arrears and make payments to the Petitioner. However, the Respondent has not made any payment to the Petitioner towards the arrears.

9.6. When the matter was called out today, the Respondent sought six (6) months further time to make payments of the admitted due of Rs. 33,40,557/-. To show his bona fide he offered to pay a sum of Rs. 1 lakh.

9.7. The Petitioner has opposed the prayer of the Respondent and states that the last payment was received from the Respondent on 13.11.2020. The learned senior counsel for the Petitioner states that the Respondent has been making non-genuine requests for adjournments under the pretext of instalments only with a view to prevent passing of orders in the contempt petition and the Respondent's statement that payments will be made in instalment has been found to be untruthful.

10. In the facts of this case, this Court is of the opinion that after taking note of the proceedings in order dated 06.02.2020, 19.06.2020, 24.09.2020, 12.11.2020, 01.12.2020, 07.12.2020 and 08.01.2021 there is merit in the submission of the Petitioner that the request for adjournment being made by the Respondent is a mere subterfuge to prevent orders in this petition.

11. This Court would also like to take note that this matter was argued and arguments were addressed by counsel in the matter in the morning session in the presence of the Respondent. Thereafter, the matter was passed

over and this Court had directed the Respondent to remain present in the post lunch session for passing orders.

11.1. However, in the post lunch session, when the matter was called out the Respondent unilaterally absented himself and was not present for passing of the orders. This Court was informed by the counsel for the Respondent that the Respondent had to go to the hospital for a check-up and he is not receiving the counsel's calls. It was only after this Court observed that the Court would issue non-bailable warrants for the appearance of the Respondent, that the Respondent (miraculously) appeared before this Court, within 10 minutes. This conduct of the Respondent itself is sufficient to hold that the Respondent has a tendency to obstruct and interfere in the administration of justice.

11.2. It is also apparent to this Court that the Respondent has little or no regard for the directions of this Court and he has acted in an egregious manner by not complying with the Court's directions and is abusing and mocking the legal process, with an attempt to lower the majesty of the Court and to shake the faith of public in judiciary.

11.3. In the facts of this case, there is no dispute that the Respondent continued to enjoy the occupation of the subject property from 13.03.2019 to 09.12.2020 only on account of the categorical undertakings given to this Court on 06.02.2020, 19.06.2020 and 24.09.2020 after he had suffered a decree of eviction, passed in favour of the Petitioner.

11.4. In fact, in the opinion of this Court, the Respondent has practiced fraud on this Court inasmuch, while undertaking to this Court on 06.02.2020, 19.06.2020, 24.09.2020, 12.10.2020 and 12.11.2020 that he will make payment of arrears and on that basis the Respondent continued to

enjoy the illegal possession of the subject property till 09.12.2020. The Respondent by failing to make payment of arrears has thus practiced fraud on this Court while seeking the said orders.

12. The Respondent herein had undertaken five (5) times before the Court i.e., on 06.02.2020 and 19.06.2020 in CM(M) 1344/2019 and on 24.09.2020, 12.10.2020 and 08.01.2021 in present proceedings, to clear the arrears of rent. Further, this Court *vide* orders 24.09.2020, 19.06.2020, 12.11.2020, 08.01.2021 and 21.03.2023 had granted opportunities to the Respondent to comply with the undertaking, however, the Respondent has miserably failed to honour his undertakings.

13. The Supreme Court in the judgment of ***Urban Infrastructure Real Estate Fund v. Ramesh S. Jain and Anr., (2022) 6 SCC 661***, has categorically taken note of the contumacious conduct of the parties therein, who sought adjournment in the legal proceedings by giving undertakings to comply with orders; and thereby successfully defer the enforcement of the orders. The Supreme Court held such party guilty of contempt. In the said judgment, the Court specifically held that where a party seeks deferment of compliance cannot be permitted to raise the plea of unavailability of funds.

The relevant extract of the said judgment reads as under:

“15. After the present contempt proceedings were initiated and the respondents were served with notice in the present proceedings the respondents thereafter filed Miscellaneous Application No. 61 of 2022 to recall the order dated 28-10-2021 in Miscellaneous Application No. 1668 of 2021 in Special Leave Petition (C) No. 14724 of 2021. The very submissions, which are now made were made at the time of hearing of Miscellaneous Application No. 61 of 2022 and by a detailed order dated 25-1-2022, this Court dismissed the said application. The order passed in Miscellaneous Application No. 61 of 2022 is reproduced hereinbelow: (Dharmesh S. Jain case, SCC pp. 654-56, paras 1-12)

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8. Even otherwise on merits also, order dated 28-10-2021 passed in MA No.

1668 of 2021 is not required to be recalled. It is to be noted that the special leave petition was arising out of the order passed by the High Court of Judicature at Bombay dated 8-8-2019 in Nirmal Lifestyle Ltd. v. Urban Infrastructure Real Estate Fund. Notice of motion was made absolute in terms of the Prayer Clause (a) on the condition that the applicants herein shall deposit 50% of the awarded sum within twelve weeks from 8-8-2019. **Time granted by the High Court was extended from time to time at the instance of the applicants herein but the applicants did not deposit the amount and prolonged the matter and even the execution of the award.** That thereafter after getting extensions the applicants did not deposit the amount, belatedly, the applicants preferred the present special leave petition before this Court on 20-8-2021 with delay. Still, this Court condoned the delay ex parte and granted further eight weeks' time from 17-9-2021 to comply with the order passed by the High Court dated 8-8-2019, as prayed by the learned counsel appearing on behalf of the applicants.

9. As order dated 17-9-2021 1 was passed ex parte and without notice to the respondent, the respondent preferred MA No. 1668 of 2021 to recall order dated 17-9-2021 1 contending, inter alia, **that all attempts are made on behalf of the applicants to delay the execution and even further eight weeks' time was sought only to kill the time and there is no intention to deposit the amount and/or comply with order dated 8-8-2019 passed by the High Court.** Therefore, having heard the learned counsel for the respective parties and considering the apprehensions on behalf of the respondent that extension of time is sought only to kill the time and delay the matter further and there is no intention to comply with order dated 8-8-2019 and that the applicants though sufficient indulgence have been shown by way of extension of time by the High Court, the amount has not been deposited and therefore in the peculiar facts and circumstances of the case, we passed the order dated 28-10-2021 2. Therefore, when order dated 28-10-2021 was passed in the peculiar facts and circumstances of the case, the same is not required to be recalled, which was passed after hearing the learned counsel appearing on behalf of the applicants also....

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22. **Now, so far as the case on behalf of the respondents that there is no wilful disobedience and because of the financial constraint, the respondents are not in a position to deposit the amount as ordered by the High Court vide order dated 8-8-2019 3 and the order passed by this Court is concerned, the same is nothing but an afterthought. At no point of time earlier, such a plea was taken. In the facts and circumstances of the case, such a stand now lacks bona fides.** All efforts are being made by the respondents to get out of the order passed by the High Court dated 8-8-2019 and the order passed by this Court dated 28-10-2021 2 in Miscellaneous Application No. 1668 of 2021 in Special Leave Petition (C) No. 14724 of 2021. **If the bona fides of the respondents were clear and they genuinely wanted to abide by the order passed by the High court and this Court, but could not deposit because of the**

financial difficulties, in that case, they ought to have straightaway pleaded their financial difficulties and ought not to have taken the stand, which was taken in Miscellaneous Application No. 61 of 2022 and even which are once again taken now.”

(Emphasis Supplied)

14. The judgment of the Supreme Court in ***HSBC PI Holding (Mauritius) Limited v. Pradeep Shantipershad Jain and Ors., 2022 SCC OnLine SC 827***, is also instructive in this regard and reads as under:

“66. Now so far as the submissions on behalf of the respondents that there is no wilful disobedience as they have no sufficient funds to deposit the shortfall amount and despite their best efforts, they are unable to get the requisite funds to comply with the order passed by this Court is concerned, at the outset it is required to be noted that all these submissions were made earlier in I.A. No. 68388/2021 seeking exemption from deposit of shortfall pursuant to order dated 06.05.2021 and the same have not been accepted by this Court and vide order dated 02.07.2021 their application for exemption has been dismissed. Thereafter, it shall not be open for the respondents to repeat and make the same submissions again and again. The respondents cannot be permitted to make the same submissions which have not been accepted and/or rejected by this Court earlier. Repetitive submissions which have not been accepted earlier by court that itself is a wilful disobedience and tantamount to contempt and it shows the conduct on the part of the contemnors.

67. Sufficient opportunities have been given to the respondents to deposit the shortfall amount so as to maintain a sum of USD 60 million in their Corporation Bank account. The first order passed by the learned Single Judge in their application under Section 9 of the Act, 1996 is passed in the year 2014 and even the same has been restored by this Court vide judgment and order dated 19.08.2020 and thereafter, further directions have been issued specifically directing the respondents to deposit the shortfall vide order dated 06.05.2021 and thereafter their application for exemption from depositing the shortfall amount has been dismissed by this Court. Despite the above, the respondents have failed to deposit the shortfall amount and therefore, they have rendered themselves liable for suitable punishment under the provisions of the Contempt of Courts Act for wilful disobedience of not only the judgment and order passed by this Court dated 19.08.2020 in Civil Appeal No. 5158/2016 but also for wilful disobedience and non-compliance of order passed by this Court dated 06.05.2021 in the present application. The defence on behalf of the respondents lack bona fides. To maintain the rule of law and majesty of justice and so as to see that the faith and confidence of the people in judiciary is maintained, this is a fit case to entertain the present contempt proceedings and to punish the respondents under the provisions of the Contempt of Courts Act.”

(Emphasis Supplied)

15. The facts of this case in hand are similar to ***Urban Infrastructure Real Estate*** (Supra) and ***HSBC PI Holding*** (Supra).

16. This Court is not satisfied that the Respondent herein does not have sufficient fund to meet his liability. The said plea raised orally is unsubstantiated from the record and as noted above appears to be a mere subterfuge to avoid compliance of the undertakings. No such plea was taken in the year 2020 and 2021, when the Respondent sought extension of time to vacate the premises and undertook to pay the arrears.

17. Therefore, in view of the above facts and reasons stated above, this Court holds the Respondent guilty of deliberate and wilful disobedience of the orders dated 06.02.2020, 19.06.2020, 12.11.2020 and 01.12.2020 as well as the undertakings given to this Court on 24.09.2020 and 08.01.2021.

18. The Respondent has rendered himself liable for punishment under the provisions of the Contempt of Courts Act, 1971. This Court is conscious that the power to punish for contempt must be exercised with circumspection; however, at the same time, this Court cannot ignore the facts of this case where the Court has been exploited by the party (Respondent) otherwise the rule of law would disappear. Accordingly, this Court sentences the Respondent herein to undergo three (3) months' simple imprisonment for having committed contempt by not complying with the orders passed by the Court and undertakings given to this Court.

19. However, to enable the Respondent to purge the contempt, this Court directs that, in case, the Respondent exhibits his apology by complying with the orders issued by this Court and undertakings given to this Court by making payments of entire arrears of rent of Rs. 33,40,557/- (as on 01.05.2023) within five (5) days, the punishment for undergoing simple

imprisonment will be recalled by this Court. However, in case, the Respondent does not comply with the said direction and make the entire payment to the Petitioner on or before 12.05.2023 by 12:00 PM, he is directed to appear before the Registrar General of this Court on 12.05.2023 by 2.30 PM for surrender.

20. The Registrar General is directed on the said date to take all necessary steps to have the convicted contemnor to be taken into custody and cause him to be sent to Central Jail, Tihar, New Delhi under appropriate warrant of commitment for undergoing the sentence awarded as above on 12.05.2023 at 02:30 PM.

21. The Respondent is directed to appear on 08.05.2023 before the Registrar General to furnish a security bond of Rs. 50,000/- and a surety of the like amount for his surrender on 12.05.2023 by 2:30 PM.

22. With the aforesaid directions, the present petition stands disposed of and all pending applications stands disposed of.

MANMEET PRITAM SINGH ARORA, J

MAY 6, 2023/msh/aa