

AD-07
Ct. No.36
23.08.2024
TN

CPAN 1633 of 2023
in
WPA 11594 of 2020

Anshuman Agarwal
Vs.

Smt. Jayanti Mukhopadhyay, the District Sub
Registrar-I Hooghly

Mr. Varun Kothari,
Ms. Antara Biswas,
Mr. Shourya Samanta

.... for the petitioner

Mr. Supriyo Chattopadhyay, Ld. AGP,
Ms. Sayantanee Bhattacharjee

....for the alleged contemnor

- 1.** The affidavits in opposition and reply filed by the parties be kept on record.
- 2.** Learned counsel for the petitioner submits that the e-assessment slip annexed at page-59 of the contempt application, the pay-in-slip of the State Bank of India indicating the issuance of a draft to the tune of Rs.10,000/- in favour of the alleged contemnor, as well as the documents evidencing payment by the petitioner to the vendor indicate unerringly that the deed-in-question was presented for registration to the alleged contemnor. However, in gross violation of the order dated January 06, 2021, the same has not yet been registered.
- 3.** Learned counsel for the petitioner places reliance on the said order where it was observed that the registration shall be subject to the petitioner clearing all dues in that regard. It is submitted that in spite of

repeated reminders by the petitioner, the alleged contemnor has neither responded to those, nor indicated whether there are any dues on the part of the petitioner but has failed to register the document.

4. Learned counsel appearing for the alleged contemnor places reliance on the affidavit-in-opposition and submits that there is nothing on record to indicate that any commission took place for the purpose of registering the document. The case of the petitioner is that the document was registered at the residence of the petitioner. However, the entire records at the office of the alleged contemnor reveal that there was no such visit/commission on the relevant date with the concerned query number, that is, 06010000507551/2015 and that no deed was presented at any private residence for such query number.
5. Learned counsel submits that the mere pay-in-slip does not indicate that the demand draft/draft was actually paid to the alleged contemnor. However, for the sake of abundant caution, a search was undertaken throughout the office of the alleged contemnor to find out whether any physical deed was actually presented, which resulted in the conclusion that no such deed was ever presented at all by the petitioner.
6. Learned counsel for the alleged contemnor, in order to satisfy the court regarding the *bona fides* of the

alleged contemnor, further submits that there would be no impediment if a deed is actually presented by the petitioner in accordance with law, for the same to be registered subject to payment of all due fees by the petitioner.

7. In reply, learned counsel for the petitioner submits that the documents annexed to the contempt application are sufficient to indicate that the deed was actually presented for registration. Learned counsel places reliance on the statement of the petitioner's employee annexed to the reply, where it is stated that the deed was subsequently traced out in the office of the alleged contemnor.
8. Upon hearing learned counsel for the parties, I find that the alleged act of contempt has not been proved beyond reasonable doubt. Insofar as the e-assessment slip annexed at page-59 of the contempt application is concerned, the same merely shows initial steps having been taken for a commission for the purpose of registering the deed-in-question. However, the mere zero assessment does not indicate beyond reasonable doubt that the commission was actually held and/or the deed was actually presented for registration.
9. The pay-in-slip of the State Bank of India annexed at page-63 of the contempt application merely shows that an amount of Rs.10,000/- was deposited for obtaining a draft in the name of the alleged contemnor. However, there is nothing to indicate that

such draft, which might have been issued in favour of the alleged contemnor by the State Bank of India to the petitioner, was actually presented to the alleged contemnor. In the normal course of transactions, if such draft was actually handed over, there could be no plausible reason as to why a receipt would not be granted for the same.

- 10.** The payment of consideration to the vendor is neither here nor there, since the same does not have any connection with the presentation of the deed for registration.
- 11.** Thus, on a careful scrutiny of the materials annexed and the pleadings of the parties, I am of the clear opinion that the alleged act of willful and deliberate violation of the order of this court has not been proved beyond reasonable doubt, since the very basis of the same, that is, the factum of the deed having actually been presented to the registering authorities, has not been proved by the petitioner.
- 12.** In such view of the matter, there is no scope of keeping the contempt application pending.
- 13.** Accordingly, CPAN 1633 of 2023 is dismissed without any order as to costs.
- 14.** Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)