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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CONT.CAS(C) 1688/2024**
SOHAN KALIPetitioner

Through: Mr. H.K. Shekhar and Mr.
Ranjeet Singh, Advs.

versus

HORI LALRespondent

Through: None.

CORAM:
HON'BLE MR. JUSTICE DHARMESH SHARMA

ORDER
25.10.2024

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1. The petitioner is seeking initiation of the contempt proceedings against the respondent for reneging from the statement/ undertaking given by him in the Settlement Agreement dated 09.02.2024 recorded before the Delhi Mediation Centre, Karkardooma Courts, Delhi, the case which was eventually disposed of as compromised in the National Lok Adalat held on 09.03.2024.

2. None appeared for the respondent despite sending advance notice.

3. Evidently, in a suit for recovery of Rs. 5,20,000/- filed by the petitioner/plaintiff against the respondent/defendant, a settlement was arrived at whereby the respondent/contemnor agreed to make a payment of a sum of Rs. 4,50,000/- towards full and final settlement and *vide* Clause 8 of the Settlement Agreement dated 09.02.2024, it was agreed that in the event of default or delay in making the payment of the settlement amount till 16.06.2024, the defendant shall be liable to pay defaulted amount alongwith interest @ 10% p.a. to the plaintiff.

4. It is pertinent to mention that in view of the settlement, a decree-sheet was drawn on 11.03.2024. However, learned counsel for the petitioner submits that the decree is not recording the correct



amount which is to be recovered from the respondent/contemnor and it is rather indicates that a sum of Rs. 5,20,000/- is recoverable.

5. Evidently, it appears that the decree-sheet has some technical issues in as much as it is giving the impression that a total of Rs. 5,20,000/- is payable in terms of mediation settlement dated 18.01.2024 alongwith interest @ 18% p.a.

6. The bottom line is that the suit was disposed of based on the Settlement Agreement dated 09.02.2024 which was accepted by the Court *vide* order dated 29.02.2024.

7. In view of the aforesaid clause 8 of the Settlement Agreement, since the respondent has not performed his part of the bargain, the impugned judgment disposed of *vide* order dated 09.03.2024, in the National Lok Adalat, which was later on amended *vide* order dated 28.08.2024, the petitioner is entitled to recover an amount of Rs. 4,50,000/- was agreed upon to be payable with interest @ 10% pa. in terms of the settlement Ex.C-1 which is the Settlement Agreement dated 09.02.2024.

8. Hence, the aforesaid order is clearly an executable order. It is well ordained in law that jurisdiction in the contempt proceedings should be invoked sparingly and in exceptional cases. The Settlement Agreement dated 09.02.2024 as modified *vide* order dated 28.08.2024 is an executable order, and therefore, the petitioner shall be at a liberty to file appropriate execution application for recovery of the decretal amount in accordance with law.

9. The petition is disposed of accordingly.

DHARMESH SHARMA, J.

OCTOBER 25, 2024

Sp/sa