



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

CR-932-2022 (O&M)
Date of Decision: 29.04.2025

M/s Beli Ram Sareen and another	...Petitioners
	V/s
Santosh Gosain	...Respondent

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Avnish Mittal, Advocate, for the petitioners.

 Mr. Vikram Singh, Advocate, for the respondent.

VIKRAM AGGARWAL, J (ORAL)

The present revision petition assails the order dated 16.12.2021 (Annexure P-7) passed by the Court of learned Civil Judge (Sr. Divn.), Ambala, vide which the application filed by the petitioners-plaintiffs under Order 15 Rule 5 of the Code of Civil Procedure, 1908 (for short the "CPC") for striking off the defence of the respondent-defendant was dismissed.

2. For the sake of convenience and clarity, parties shall be referred to as per their original status.

3. Shorn of unnecessary details, facts relevant for the purpose of deciding the present revision petition are that a suit (Annexure P-2) was filed by the plaintiffs (petitioners) against the defendant (respondent) for mandatory injunction directing the defendant to hand over the vacant possession of the kiosk, which was a portion of property/plot No.180/1 to 3, Minerva Complex, Parking Side, Rai Market, Ambala Cantt (fully described in the plaint) (hereinafter referred to as the "suit property") and to direct the defendant to pay *mesne* profits.



4. The case set up was that the defendant was a licensee over the suit property in terms of the license agreement dated 27.02.2013. The license fee was Rs.15000/- per month. The same had not been paid from 01.04.2018 to 31.08.2019. Part amount was paid in August 2018, whereafter license fee from 01.09.2018 had not been paid besides the electricity charges. The license was stated to have been terminated vide legal notice dated 02.07.2019.

5. The suit was opposed by way of written statement (Annexure P-4). The factum of the defendant being a licensee under the plaintiffs and the license fee etc. were admitted. It was averred that the defendant was running a fast food café in the suit property under the name and style of “Yash Café”. On account of his hard work, business of the defendant had increased multiple times. Observing this, the plaintiffs had initially tried to forcibly remove the defendant from the suit property as a result of which a suit for permanent injunction had to be filed by the defendant against the plaintiffs, which was pending and the plaintiffs had been restrained from forcibly dispossessing the defendant from the suit property.

6. Thereafter, the electricity connection was disconnected by the plaintiffs, as a result of which another suit was filed by the defendant against the UHBVNL and the plaintiffs, which was also pending and the defendants therein were restrained from forcibly disconnecting the electricity connection. It was averred that the purpose of filing the suit was the harassment of the defendant. It was averred that the plaintiffs were big businessmen and resourceful persons having income in crores and the purpose of getting the suit property vacated was to settle their own relatives in the same. During the pendency of the suit, an application under Order 15 Rule 5 CPC (Annexure P-5) was moved by the plaintiffs, in which it was claimed that the license fee and the electricity charges amounting to Rs.4,72,936/- w.e.f. 01.04.2018 were



outstanding and that the plaintiffs had an apprehension that the defendant would vacate the suit property without paying anything. Even at the time of the filing of the suit, the outstanding amount was Rs.2,62,936.025/-.

7. It was averred that the defendant had appeared before the Court on 06.11.2019 but had not paid the arrears of license fee as a result of which, the defence was liable to be struck off.

8. The application was opposed by way of reply (Annexure P-6). It was averred that if the defendant was found to be liable for *mesne* profits, the decree would be passed and during the period of general lockdown since March 2020, the license fee could not be claimed. It was also averred that it had come to the notice of the defendant that the plaintiffs had fraudulently been charging license fee and that they were not authorized to charge the same. It was averred that in fact the plaintiffs were not the owners of the suit property. Vide impugned order dated 16.12.2021 (Annexure P-7), the application was dismissed leading to the filing of the present revision petition.

9. I have heard learned counsel for the parties.

10. Mr. Avnish Mittal, learned counsel representing the petitioners (plaintiffs) has strenuously urged that the trial Court erred in dismissing the application filed under Order 15 Rule 5 CPC for striking off the defence of the respondent (defendant). Learned counsel has referred to the provisions of the Order 15 Rule 5 CPC and has submitted that even to a licensee, the said provisions would apply. Apart from referring to the plaint, the written statement, the application moved under Order 15 Rule 5 CPC, reply thereto and the statutory provisions, learned counsel has referred to the orders passed by coordinate Benches of this Court in the present revision petition from time to time and has submitted that the conduct of the respondent before this Court also makes out a case for striking out of his defence. It has been submitted



that contempt proceedings were also initiated against the respondent for flouting of the orders passed by the coordinate Bench in the most brazen manner. In support of his contentions, learned counsel for the appellants has placed reliance upon the judgments in the case of ***On-Dot Couriers and Cargo Ltd. Vs. M/s Gee Kay Foundation and others, 2015 (4) RCR (Civil) 1049, Jagdev Singh V/s Balwant Kaur Grewal, 2012(4) RCR (Civil) 457, Mrs. Ujjwal Sahrawat Vs. M/s Ajay Garments, 2019(4) PLR 84, Ramanand and others V/s Dr. Girish Soni and another, 2020(1) RCR (Rent) 468 and Smt. Ranno Devi V/s Ram Bechan and 6 others, Law Finder Doc ID # 978388.***

11. *Per contra*, learned counsel representing the respondent (defendant) has submitted that there is no illegality or infirmity in the impugned order and that the petitioners are in fact not the owners of the suit property. It has been submitted that if at a later stage it is found that the petitioners are not the owners of the suit property, the Municipal Corporation/Council shall start claiming the license fee from the respondent as a result of which the respondent will suffer an undue loss. However, on a specific query raised by the Court, learned counsel conceded that since 2019, the license fee has not been paid.

12. I have considered the submission made by learned counsel for the parties.

13. Order 15 Rule 5 CPC lays down as under:-

“Punjab.- In order 15, after rule 4, insert the following rule, namely:-

"5. Striking off defence for failure to deposit admitted rent. (1) In any suit by a lessor for the eviction of a lessee after the determination of his lease and for the recovery from him of rent or compensation for use and occupation, the defendant shall, at or before the first hearing of the suit, deposit the entire amount admitted by him to be due together with interest thereon at the rate of nine per cent. per annum and whether or not



he admits any amount to be due, he shall throughout the continuation of the suit regularly deposit the monthly amount due within a week from the date of its accrual, and in the event of any default in making the deposit of the entire amount admitted by him to be due or monthly amount due as aforesaid, the Court may, subject to the provisions of sub-rule (2) strike off his defence.

Explanation 1. The expression "first hearing" means the date for filing written statement or for hearing mentioned in the summons or where more than one of such dates are mentioned, the last of the dates mentioned.

Explanation 2. The expression "entire amount admitted by him to be due" means the entire gross amount whether as rent or compensation for use and occupation, calculated at the admitted rate of rent for the admitted period of arrears after making no other deduction except the taxes, if any, paid to a local authority in respect of the building on lessor's account and the amount, if any, deposited in any Court.

Explanation 3.-(1) The expression "monthly amount due" means the amount due every month, whether as rent or compensation for use and occupation at the admitted rate of rent, after making on other deduction except the taxes, if any, paid to a local authority, in respect of the building on lessor's account.

(2) Before making an order for striking off defence, that Court may consider any representation made by the defendant in that behalf provided such representation is made within 10 days of the first hearing or, of the expiry of the week referred to in sub-section (1) as the case may be.

(3) The amount deposited under this rule may at any time be withdrawn by the plaintiff:

Provided that such withdrawal shall not have the effect of prejudicing any claim by the plaintiff disputing the correctness of the amount deposited:

Provided further that if the amount deposited includes any sums claimed by the depositor to be deductible or any account, the Court may require the plaintiff to furnish the security for such sum before he is allowed to withdraw the same." (w.e.f. 13-5-1991)."

14. In the case of **On-Dot Couriers** (supra), a coordinate Bench of this Court held that the bare provisions of Order 15 Rule 5 CPC makes reference to compensation for use and occupation itself would take care of a claim by a licensor for recovery of possession and for damages for use and occupation to govern his case for the applicability of the provision:-



“5. I have heard the counsel appearing on behalf of the respondent about the maintainability of the petition and the counsel points out that Order 15, Rule 5 CPC -containing the Punjab and Haryana High Court amendment makes a reference to not merely a suit for rent but also for recovery of possession for use and occupation. The explanation (3) contained under Order 15, Rule 5 CPC makes reference to the expression monthly due as meaning the amount due every month whether as rent or compensation for use and occupation at the admitted rate of rent (emphasis supplied). The counsel had argued that a continuance in possession by a licensee beyond the licence period would amount to a claim for compensation for amount due and it should, therefore, be understood that Order 15, Rule 5 CPC could apply also to cases of licence where the landlord sues for recovery of possession. The counsel would refer me to judgment of the Bombay High Court in Sangeeta Prints v. Hemal Prints and others, AIR 1986 Bombay 423 (Sujata V. Manohar, J. as she then was) dealing with a case of Presidency Small Cause Courts Act under Section 41 that contained a similar provision. The Court was examining the issue of a direction for payment of compensation for use and occupation when Section 41 contemplated only a suit for recovery of rent for use and occupation. The Court was adopting a reasoning that even a licensor will have a right to resort to the provisions and claim damages for use and occupation. The Court also dealt with a similar power available to the Court under Order 39, Rule 10 CPC that makes possible a direction to be issued by the Court to a person who holds the property in trust or who admits his liability to pay a sum for the property for use and occupation.

6. I would find that the bare provisions of Order 15, Rule 5 CPC that makes reference to compensation for use and occupation itself would take care of a claim by a licensor for recovery of possession and for damages for use and occupation to govern his case for the applicability of the provision. The decision of Bombay High Court would lend further credibility



to the plaintiff's contention that he is so entitled.”

15. In the case of **Jagdev Singh** (supra), a coordinate Bench of this Court, while noticing the provisions of Order 15 Rule 5 CPC, held that the provisions of Order 15 Rule 5 CPC are mandatory. The Bench noticed that the appellant therein had been remiss at all stages and even contested the application under Order 15 Rule 5 CPC that he was not liable to pay the rent and his conduct, therefore, went on to show that he wanted to harass the landlady and not comply with the orders of the Court. The Bench held that in view thereof, since there was absence of *bona fides*, there was no occasion to interfere with the orders under appeal.

16. In the case of **Mrs. Ujjwal Sahrawat** (supra), a coordinate Bench of this Court held that though Order 15 Rule 5 CPC provides that the application for striking off of defence should move on the first hearing, the tenant was obligated to pay the rent throughout the pendency of the proceedings and to that extent, therefore, an application under Order 15 Rule 5 CPC would be maintainable even at a belated stage.

17. Reverting to the facts of the present case, as per the application moved under Order 15 Rule 5 CPC, the respondent (defendant) was in arrears of license fee and electricity charges w.e.f. 01.04.2018 and the amount outstanding at the time of filing of the application was Rs.4,72,936/-. It has to be borne in mind that the application was filed in October, 2020 and even thereafter, almost 5 years have gone by and not even a single penny has been paid. In the considered opinion of this Court, the trial Court erred in holding that since the written statement had been filed and issues had also been framed, the application under Order 15 Rule 5 CPC was not maintainable. In view of what has been held in the judgments referred to in the preceding paragraphs, the view of the trial Court is not sustainable. There is yet another



very important aspect of the matter. The defendant appears to be a person whose only endeavour and attempt is to harass the plaintiffs. Shockingly, right since 01.04.2018 not even a single penny has been paid. Even when the revision petition was filed before this Court, the parties initially arrived at an amicable settlement and it was agreed that the respondent (defendant) would pay the entire arrears of rent @ 15000/- per month from June 2019 till date in two equated installments. The order dated April 20, 2023 passed by a coordinate Bench reads as under:-

“Learned counsel for the parties on instructions from the respective parties present in person, jointly submit that they have arrived at a consensus in Court today and seek short accommodation to reduce the same into writing for submitting before this Court. It is further submitted that the parties have broadly agreed that the respondent would deposit the entire arrears @ Rs.15,000/- per month from June 2019 till date in two equated installments. The first installment would be deposited with the trial Court within one month from today and the second installment will be deposited a month thereafter. The amount deposited may be released to the plaintiff-petitioner on furnishing adequate security to the satisfaction of the trial Court. The said amount would be subject to final adjudication before the Civil Court.

Duly signed consensus, supported by respective affidavit of the parties, be filed on or before the next date of hearing.

At request, adjourned to 10.05.2023.

A copy of this order be placed on the file of other connected case.”

18. This factual position was noticed by the coordinate Bench in the aforesaid order dated 20.04.2023. On the next date of hearing, instead of honouring the said commitment, the respondent changed his counsel. Thereafter, a new counsel was engaged. After that, on 25.09.2023, the



husband of the defendant again gave an undertaking that a sum of Rs.3 lakhs would be paid within a period of two months from that date and remaining Rs.7 lakhs would be paid in the next four months.

19. On 28.11.2023, an undertaking was again given that the amount reflected in the order dated 25.09.2023 would be paid within a period of one week. The matter was then adjourned to 05.12.2023 and an observation was made by the Court that the respondent was trying to stall the proceedings. Under the circumstances, a show cause notice was issued to the respondent as to why contempt proceedings be not initiated against her:-

“On 20.04.2023, the following order was passed by this Court:-

"Learned counsel for the parties on instructions from the respective parties present in person, jointly submit that they have arrived at a consensus in Court today and seek short accommodation to reduce the same into writing for submitting before this Court. It is further submitted that the parties have broadly agreed that the respondent would deposit the entire arrears @ Rs.15,000/- per month from June 2019 till date in two equated installments. The first installment would be deposited with the trial Court within one month from today and the second installment will be deposited a month thereafter. The amount deposited may be released to the plaintiff-petitioner on furnishing adequate security to the satisfaction of the trial Court. The said amount would be subject to final adjudication before the Civil Court.

Duly signed consensus, supported by respective affidavit of the parties, be filed on or before the next date of hearing.

At request, adjourned to 10.05.2023.

A copy of this order be placed on the file of other connected case.”

Thereafter, on 10.05.2023 Sh. Vaneet Soni, Advocate, who was appearing for the respondent, sought permission of the Court to withdraw from the case and the following order was passed by this Court :-



"At the very outset, Mr. Soni seeks to withdraw from this case, as the respondent wishes to engage another counsel to conduct her case. Prima Facie, it appears to be fall-out from the consensus of the parties, noticed in the order dated 20.04.2023.

Be that as it may, leave is granted to learned counsel for the respondent to withdraw from this matter.

Respondent in person prays for three weeks' time to engage another counsel.

At her request, adjourned to 18.07.2023."

On the next date of hearing i.e. 18.07.2023 Sh. Vikram Singh, Advocate appeared for the respondent and filed his power of attorney and sought time for addressing arguments. Thereafter, on 25.09.2023, the husband of the respondent again undertaken to pay sum of Rs.3,00,000/- within a period of 02 months to the petitioners as a part payment of arrears of rent which is due since June, 2019 and it was also undertaken that the remaining amount of Rs.7,00,000/- would also be paid within next 04 months and that the monthly rent would be paid by 7th of each month and the case was adjourned for 28.11.2023.

Thereafter, on 28.11.2023 again an undertaking was given on behalf of the respondent, who was present in the Court, to the effect that due payment, in terms of the order dated 25.09.2023, shall be paid within a period of 01 week.

Learned counsel for the petitioners submits that the order dated 25.09.2023 has not been complied with as neither the payment of Rs.3,00,000/- has been made to the petitioner nor any monthly rent which was to be paid by 7th of each month has been paid.

Now, an application bearing No.CM-21791-CII-2023 has been filed by the respondent stating therein that wrong calculation of arrears of rent has been made. It has also been stated that as per the agreement the petitioner is bound to pay the rent before 15th of each month whereas in the order it was mentioned as 7th of each month.

Counsel for the petitioners, at this stage, submits that the



respondent instead of honouring the undertaking and complying with the direction of this Court, in willful disobedience, is filing frivolous application. He further submits that the respondent is deliberately violating the orders of this Court.

I have heard the counsel for the parties and perused the record.

From the averments made in the application, this Court is of the considered opinion that the application (CM-21791-CII-2023) has been filed only to delay the proceedings as it is apparent that despite the repeated undertakings given before this Court, the respondent is now trying to stall the proceedings by filing frivolous application, which is in gross violation of the undertaking given before this Court.

Since the respondent has violated her own undertaking given before this Court and has also violated the orders dated 25.09.2023 and 28.11.2023, let a Show Cause Notice be issued to the respondent for 17.01.2024, as to why the contempt proceedings be not initiated against her, under the Contempt of Courts Act, 1971.

Reply to the Show Cause Notice, if any, be filed on or before the next date of hearing.”

20. This also did not deter the respondent (defendant) and thereafter on 22.08.2024, the following order was passed by the coordinate Bench:

“CM-10325-CII-2024 in CR-932-2022

This is an application under Section 151 CPC for placing on record reply to the show cause notice as to why contempt proceedings be not initiated against respondent-Santosh Gosain.

Learned counsel for the applicant submits that in compliance to order dated 01.04.2024, costs of Rs.10,000/- has been deposited on 14.05.2024. A photocopy of the receipt has been produced in Court. The same be appended with the file.

For the reasons mentioned in the application, supported by affidavit, the same is allowed. Reply by way of affidavit dated



29.05.2024 is taken on record. A copy thereof stands furnished to learned counsel for the non-applicant.

CM stands disposed of.

CR-932-2022 and CR-2060-2023

Revision petition bearing No.CR-932-2022 has been preferred by the plaintiff-petitioners assailing order dated 16.12.2021 (Annexure P-7) passed by learned Civil Judge (Junior Division), Ambala, whereby the application under Order 15 Rule 5 CPC for striking of the defence of the defendant-respondent was dismissed.

Notice of the petition was issued on 16.03.2022. The respondent, despite being served did not initially put in appearance. On 28.03.2023, respondent put in appearance through counsel. It was contended on behalf of the petitioners that the respondent is enjoying possession of the suit property without payment of licence fee. The parties were directed to remain present in person on the next hearing.

On 20.04.2023, the following order was passed:-

"Learned counsel for the parties on instructions from the respective parties present in person, jointly submit that they have arrived at a consensus in Court today and seek short accommodation to reduce the same into writing for submitting before this Court. It is further submitted that the parties have broadly agreed that the respondent would deposit the entire arrears @ Rs.15,000/- per month from June 2019 till date in two equated installments. The first installment would be deposited with the trial Court within one month from today and the second installment will be deposited a month thereafter. The amount deposited may be released to the plaintiff-petitioner on furnishing adequate security to the satisfaction of the trial Court. The said amount would be subject to final adjudication before the Civil Court.

Duly signed consensus, supported by respective affidavit of the parties, be filed on or before the next date of hearing.

At request, adjourned to 10.05.2023.

A copy of this order be placed on the file of other connected case.



A perusal of the said order shows that a broad consensus was arrived in Court and the parties were to file their respective affidavits on the next hearing. However, on subsequent hearing, learned counsel for the respondent sought leave of the Court to withdraw from the matter, which was granted. Respondent was present in person and on her prayer, three weeks time was granted to engage another counsel. Accordingly, proceedings were deferred to 18.07.2023. Thereafter, respondent was represented by another counsel.

On 25.09.2023, a coordinate Bench after taking note of the broad consensus arrived at between the parties as recorded in the order dated 20.04.2023, noticed that the petitioner had filed the required affidavit but the respondent failed to do so. The husband of the respondent who was present in Court along with his counsel undertook to pay a sum of Rs.3 lakh within a period of two months to the petitioners as part of the arrears of rent, which was due since June 2019 and the remaining amount of Rs.7 lakh within next four months thereafter. He also undertook to pay monthly rent by 7th of each month. The order dated 25.09.2023 reads as thus:-

"1. Prayer in the present petition is for setting aside the impugned order dated 16.12.2021 (Annexure P-7) passed by the learned trial Court whereby the application dated 20.10.2020 (Annexure P-5) filed by the petitioner/plaintiff has been dismissed.

2. On 20.04.2023, the following order was passed:-

"Learned counsel for the parties on instructions from the respective parties present in person, jointly submit that they have arrived at a consensus in Court today and seek short accommodation to reduce the same into writing for submitting before this Court. It is further submitted that the parties have broadly agreed that the respondent would deposit the entire arrears @ Rs.15,000/- per month from June 2019 till date in two equated installments. The first installment would be deposited with the trial Court within one month from today and the second installment will be deposited a month thereafter. The amount



deposited may be released to the plaintiff-petitioner on furnishing adequate security to the satisfaction of the trial Court. The said amount would be subject to final adjudication before the Civil Court.

Duly signed consensus, supported by respective affidavit of the parties, be filed on or before the next date of hearing.

At request, adjourned to 10.05.2023.

A copy of this order be placed on the file of other connected case."

In pursuance of the abovesaid order, the petitioners filed the required affidavit dated 05.05.2023 alongwith CM-8452-CII-2023. However, no affidavit has been filed on behalf of the respondent.

The husband of the respondent is present in the Court today alongwith his counsel. He has undertaken to pay a sum of Rs.3 lakh within a period of 2 months from today to the petitioners as part of the arrears of rent which is due since June 2019. He submits that the remaining amount of Rs.7 lakh would also be paid within next 4 months. He has also undertaken to pay the monthly rent by 7th of each month.

Adjourned to 28.11.2023.

A photocopy of this order be placed on the file of another connected case."

Thereafter, when the matter came up for hearing on 28.11.2023, learned counsel for the respondent in CR-932-2022, on instructions from the respondent who was present in Court, submitted that due payment in terms of order dated 25.09.2023 will be made within a period of one week.

Having failed to honour the commitment as noticed in the order dated 20.04.2023 and the undertaking given by the husband of the respondent who was present in the Court along with counsel as recorded in the order dated 25.09.2023 and thereafter that of the counsel on instructions from the respondent who was present in Court on 28.11.2023, for having violated her own undertaking given before this Court vide order dated 05.12.2023, show cause notice returnable for 17.01.2024 was ordered to be issued, as to why the contempt proceedings be



not initiated against her under the Contempt of Courts Act, 1971.

Reply to the show cause notice has been filed after availing three opportunities, wherein the submissions on merits have been made, as if the show cause notice was being contested on merits of the main case. A categorical defence has been taken by the respondent that her counsel had made submissions on 20.04.2023 without taking proper instructions. However, no explanation has been offered with regard to the undertaking given before this Court on 25.09.2023 followed by the one on 28.11.2023. In fact, a categorical stand has been pleaded in para 9 of the reply by way affidavit that the respondent is not bound by the statement made by counsel on 24.04.2023 (sic. 20.04.2023). The last para of the said reply is an unconditional apology for her act and conduct with a further undertaking not to repeat the same in future.

Heard learned counsel for the parties on the aspect of show cause notice issued vide order dated 05.12.2023.

Learned counsel for the contemnor has sought to argue the matter on merits to offer an explanation and to submit that the consensus as noticed in the order dated 20.04.2023 by the earlier counsel was without taking proper instructions and as such the same would not be binding on the respondent. On a query of the Court with regard to the submissions made before this Court after taking instructions from the respondent who was present in Court as noticed in the order dated 28.11.2023, which were by the subsequent counsel, the factual aspect has not been denied.

After considering the aforesaid and the conduct of the contemnor (respondent in CR-932-2022), this Court is of the view that prima facie the conduct of contemnor-Santosh Gosain is contemptuous.

Accordingly, the Registry is directed to make a compilation of the orders passed in this case along with the other documents and after registering the same as COCP, be placed before the appropriate Bench hearing such matters.



At this stage, learned counsel for the contemnor is insistent to record his submission of the matter being contested on its merits as detailed in paras 5 to 7 of the affidavit dated 29.05.2024.

The aforesaid would further show that the apology given in para 12 of the said affidavit is without intent and thus, meaningless.

List on 29.04.2025.

A photocopy of this order be placed on the connected file.”

21. The aforesaid orders show the brazen manner in which the respondent has violated the orders passed by this Court.

22. A full Bench of this Court, held in the case of *Anand Parkash V/s Bharat Bhushan Rai and another, 1981 AIR (Punjab and Haryana) 269* that when costs had been imposed and the matter had been adjourned for payment of costs, then on failure by the party to pay the costs, the Court would disallow the prosecution of the suit or defence as the case may be;

“In accordance with the majority decision it is held that in the event of the party failing to pay the costs on the date next following the date of the order imposing costs, it is mandatory on the Court to disallow the prosecution of the suit or the defence, as the case may be and that no other extraneous consideration would weigh with the Court in exercising its jurisdiction against the delinquent party. However, where the costs are not paid as a result of the circumstances beyond the control of the defaulting party then the court will be well within its jurisdiction to exercise its power under section 148 of the Code in favour of the defaulting party if a strong case is made out for the exercise of such jurisdiction.

24. The revision petition is allowed and the order of the trial Court dated 6th September, 1978, is set aside and the defendants are debarred from prosecuting the defence any further. In the circumstances of the case the parties to bear their own costs.

25. The parties through their learned counsel have been directed to appear before the trial Court on 20th July, 1981.”

23. If one goes through the orders passed by the coordinate Bench from time to time, it emerges that despite an undertaking having been given



for payment of the outstanding amount in each and every date, the same was not paid. Though the amount was not imposed as costs, but the ratio laid down by the Full Bench can very well be applied to the present case as well for, a person who willfully violates the orders passed by the Court cannot be permitted to go scot free. If a person feels that the law cannot reach up to him, the feeling must be dispelled.

24. Keeping in view the facts and circumstances of the case, as have been discussed above, not only is the defence of the respondent (defendant) liable to be struck off on account of non-payment of the license fee and the application under Order 15 Rule 5 CPC was erroneously declined, even keeping in view the conduct of the respondent before this Court, this Court would not hesitate to *suo motu* strike off the defence of the respondent (defendant).

25. In the backdrop of the aforesaid discussion, the present revision petition is allowed and the order dated 16.12.2021 (Annexure P-7) passed by the Court of learned Civil Judge (Sr. Divn.), Ambala, vide which the application filed by the petitioners-plaintiffs under Order 15 Rule 5 of the Code of Civil Procedure, 1908 was dismissed, is set aside and the said application is allowed. Consequently, the defence of the respondent (defendant) is struck off.

Pending application(s), if any, shall also stand disposed of.

(VIKRAM AGGARWAL)
JUDGE

April 29, 2025

vchgarg	Whether speaking/reasoned	:	Yes/No
	Whether reportable	:	Yes/No