



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

**(102)**

**COCP No.3328 of 2023  
Date of Decision: 30.10.2025**

**Sudarshan Saini**

**...Petitioner**

**VS**

**Prabhat Garh, Manager**

**...Respondent**

**CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. Deepak Arora, Advocate  
for the petitioner.

Mr. Shailesh Aggarwal, Advocate  
and Ms. Nikita, Advocate  
for the respondent.

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**VIKRAM AGGARWAL, J (ORAL)**

The instant contempt petition has been preferred under Section 10 and 12 of the Contempt of Courts Act, 1971 (hereinafter referred to as the Courts Act') alleging willful disobedience of order dated 18.03.2013 (Annexure P-1) passed in CWP No. 1178 of 2009 titled as M/s Sunshine Rosin & Turpentine Factory Vs. Punjab Financial Corporation & another.

2. In the said writ petition, the petitioner therein had impugned the communication dated 28.03.2008 (Annexure P-5) whereby a sum of Rs. 78,740/- had been claimed from the petitioner as principal amount, Rs.71,625/- as interest w.e.f. 31.03.2008 and Rs.19,88,012/- as arrears. The writ petition was disposed of with the following directions:-

***“We do not find any merit in the said argument. Settlement (Annexure P-1), as reproduced above, is an offer stipulating the instalments and also consequences for not paying the instalments on due dates. Such settlement proposal on acceptance has the effect of the novation of the earlier contract. In terms of the revised contract, the petitioner has***

*paid the entire amount except a sum of Rs.78,740/-. The petitioner is liable to pay interest on the said amount in terms of clause( ii) of the settlement. The interest comes out to Rs.71,625/-. The petitioner has deposited the same amount in terms of an interim order passed by this Court on 27.01.2009. Since in terms of the revised contract, the petitioner has made the amount, therefore, we find that the communication (Annexure P-5) is wholly illegal and unwarranted.*

*Consequently, the communication (Annexure P-5) is set aside. The respondents are directed to release the property, if the payments have been made in terms of the settlement (Annexure P-1).*

*Disposed of accordingly.*

3. The petitioner alleges willful disobedience of the aforesaid directions stating that despite the aforesaid order having been passed, the title deeds have not been released.

4. On 29.09.2025, the following order had been passed by this Court:-

**“CM-3189-CII-2024**

*Prayer in the present application preferred under Section 151 CPC is for placing on record the short reply by way of affidavit of Sh. Parbhat Garg, Manger-cum-Secretary, Punjab Financial Corporation.*

*For the reasons mentioned in the application, the same is allowed. Short reply by way of affidavit of Sh. Parbhat Garg, Manger-cum-Secretary, Punjab Financial Corporation is taken on record.*

*The Registry is directed to tag the same at an appropriate place on the case file.*

**COCP-3328-2023**

*CWP-1178-2009 was decided vide judgment dated 18.03.2013. The operative part of the said judgment reads as under:-*

*“We do not find any merit in the said argument. Settlement (Annexure P-1), as reproduced above, is an offer stipulating the instalments and also consequences for not paying the instalments on due dates. Such settlement proposal on acceptance has the effect of the novation of the earlier contract.*

*In terms of the revised contract, the petitioner has paid the entire amount except a sum of Rs.78,740/-. The petitioner is liable to pay interest on the said amount in terms of clause (ii) of the settlement. The interest comes out to Rs.71,625/-. The petitioner has deposited the same amount in terms of an interim order passed by this Court on 27.01.2009. Since in terms of the revised contract, the petitioner has made the amount, therefore, we find that the communication (Annexure P-5) is wholly illegal and unwarranted.*

*Consequently, the communication (Annexure P-5) is set aside. The respondents are directed to release the property, if the payments have been made in terms of the settlement (Annexure P-1).*

*Disposed of accordingly.”*

*The sole grievance in the instant contempt petition is that despite the entire amount having been paid, the title deeds have not been released. Per contra, the stand of the respondent is that the entire amount in terms of the settlement (Annexure P-1 in the writ petition and Annexure P-2 in the present contempt petition), has not been paid as the interest component still remains unpaid. He further submits that since the interest was not paid, further penal interest has been imposed and that if the said amount is paid by the petitioner, the title deeds shall be released.*

*Though, there would be issues as regards maintainability of the contempt petition, with a view to settle the matter, the petitioner may appear before the Managing Director of the respondent-Corporation on 01.10.2025 at 11.00 a.m., where, the details of calculations shall be furnished by the respondent to the petitioner and the petitioner then may take a call in accordance with law and revert back.*

*List on 30.10.2025.*

*To be taken up in the urgent list.”*

5. Pursuant thereto, learned counsel for the respondent submits that the petitioner did appear before the Managing Director of the respondent-Corporation wherein the details of calculations were furnished to the petitioner but the petitioner has refused to pay the outstanding amount.

6. The case of the petitioner is that the entire payment in terms of the settlement (Annexure P-2) with the writ petition has been made whereas the categoric stand of the respondent in the reply as also in Court is that payment in terms of the said settlement has not been made.

7. Such disputed questions cannot be decided in a contempt petition. The petitioner, however, shall be free to avail all such remedies as shall be admissible in law as regards his grievance.

The contempt petition is accordingly disposed of. Rule stands discharged.

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

**(VIKRAM AGGARWAL)**  
**JUDGE**

**October 30, 2025**  
Rekha

|                           |   |        |
|---------------------------|---|--------|
| Whether speaking/reasoned | : | Yes/No |
| Whether reportable        | : | Yes/No |