

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****107****COCP-5767-2025 (O&M)****Date of decision: 11.12.2025****Brains Logistics Pvt. Ltd.****...Petitioner(s)****Vs.****Pawan Munjal-MD & CEO, Hero MotoCorp Ltd.****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA****Present:-** Mr. Roopdarshan Pandey, petitioner in person.

Mr. Puneet Bali, Senior Advocate (through V.C.) with
Mr. Jasman Singh Gill, Mr. Abhishek Sharma,
Mr. Paramvir Singh, Advocate for the respondent.

NIDHI GUPTA, J.

Present Contempt Petition has been filed under Section 2(b) read with Sections 10, 11 and 12 of the Contempt of Courts Act 1971 alleging violation of order dated 27.09.2018 (Annexure A-1) passed by this Court in CR-6451-2018 titled as 'Hero Motocorp Limited vs. Brains Logistics Pvt. Ltd.'; and order dated 13.11.2019 (Annexure A-2) passed by Division Bench of this Court in FAO-CARB-12-2019 titled as 'Hero Motocorp Limited vs. Brains Logistics Pvt. Ltd.'

2. The petitioner, present in person who is authorized by Brains Logistics Pvt. Limited for representing the Company before any Court vide Resolution dated 06.03.2016 *inter alia* submits that execution of the Arbitral Award in favour of the petitioner was stayed by this Court vide order dated 27.9.2018 passed in CR-6451-2018 on the specific undertaking given by the respondent before this Court that bank guarantee amount for the entire decretal/awarded amount shall be



provided alongwith interest uptill date. This was so recorded by this Court, in the order dated 27.09.2018 while disposing of CR-6451-2018 as under:-

“11. At this stage, on the basis of concurrence shown by learned counsel for the parties, it would be just and appropriate to direct the Special Commercial Court/executing Court to accept the bank guarantee from the petitioner for the awarded amount along with interest till date to its satisfaction and subject to the aforesaid, the execution proceedings be deferred till disposal of the petition under Section 34 of the Act.”

3. Subsequently, the objections filed by the respondent under section 34 of the Arbitration and Conciliation Act were dismissed. Accordingly, the respondent had preferred FAO-CARB-12-2019 before this Court, in which the Division Bench had passed order dated 13.11.2019 (Annexure A-2), the operative part of which reads as follows: –

“Having heard learned counsel for the for the appellant and the respondent, it is clarified that the appellant has already deposited the bank guarantee of Rs.1,10,00,000/- (one crore and ten lakhs) to secure the amount of Award in favour of the respondent and as this Court has already granted interim order restraining the respondent as well as the Court from encashing the bank guarantee which has been deposited with the executing Court and now is in the custody of the respondent, interim order granted by this Court shall continue to remain in operation subject to an undertaking given by the appellant to the effect that he shall renew it and ensure that it is kept alive till the final decision in the proceedings.”



4. The petitioner submits that therefore the respondent had given a specific undertaking that the bank guarantee shall be renewed and kept alive during the pendency of the appeal.

5. However, the respondent had violated the above said undertaking, constraining the petitioner to file COCP-790-2021; in pursuance to which revised bank guarantee for an amount of Rs.1,35,00,000/- (Rs.One Crore and Thirty Five Lakhs only) was deposited by the respondent; and the said COCP-790-2021 came to be 'dismissed as not pressed' by this Court vide order dated 04.10.2024 (Annexure A-5).

6. The petitioner contends that however now, once again, in brazen violation of the Division Bench order dated 13.11.2019, the respondent has again failed to renew the bank guarantee which had expired on 01.10.2025. It is submitted that the said bank guarantee has been renewed by the respondent with a delay of 40 days only on 07.11.2025. It is contended that therefore, the respondent is guilty of wilful disobedience of order of this Court. It is accordingly prayed that the respondent be held liable under the Contempt of Courts Act.

7. Learned Senior Counsel appearing on behalf of the respondents vehemently objects to the submissions of the petitioner and firstly submits that the CR-6451-2018 titled as 'Hero Motocorp Limited vs. Brains Logistics Pvt. Ltd.'; and the FAO-CARB-12-2019 titled as 'Hero Motocorp Limited vs. Brains Logistics Pvt. Ltd.' had been preferred by the Hero Motocorp Limited Company; and therefore, the undertaking had been given by the 'Company'. Therefore, there was no cause or occasion



for the petitioner, to implead the Chairman of the Company in the present petition, in his personal capacity as no violation had been committed by him. It is contended that from this fact alone it is clear that the petitioner is pursuing a personal vendetta against the respondent.

8. Ld. Senior Counsel further points out that although vide order dated 13.11.2019 the respondent had been directed to deposit bank guarantee of ₹1,10 lakhs/- however, the bank guarantee already stood renewed by the respondent for an amount of Rs.1,35,00,000/- (Rs. One Crore and Thirty-Five Lakhs only) with a validity upto 01.10.2026 as evident from Annexure A-3. It is submitted that this amount was inclusive of interest @ 6% per annum from 2010. Ld. Senior counsel clarifies that the respondent has an understanding with the Bank that the Bank shall periodically renew bank guarantee before expiry. It is pointed out that bank guarantee has been regularly renewed in right earnest by the respondent since 2019 till 01.10.2026 without fail. However, sometimes with passage of time an inadvertent omission can happen, which cannot by no stretch of the imagination, be equated with wilful disobedience. Learned Senior counsel submits that the right course of action for the petitioner would have been to issue an email to the respondent company; and the oversight, if any would have been rectified forthwith. But can it be said that under the law, the respondents have 'wilfully disobeyed' the orders of this Court?

9. Learned Senior Counsel for the respondent further contends that the petitioner company through its A/R Sh. Roopdarshan Pandey,



Promoter/Director, s/o late Sh. Priyadarshan Pandey has taken it upon himself to harass the respondent by regularly filing applications/petitions against the respondent-Company, its members, and senior officials to keep them embroiled in unwarranted litigations. It is pointed out that the petitioner and its promoter Shri Roopdarshan Pandey have initiated as many as 69 proceedings against the respondent. It is submitted that aggrieved by the malafide actions of the petitioner, the Hero Motocorp Company was constrained to file CWP-23046-2024 before this Court; and the severe harassment by the petitioner of resorting to unlawful practices and unbridled institution of vexatious litigation against the entire management of the respondent-Company, even for trivial matters, has been taken due note of by this Court in the order dated 11.09.2024 (Annexure R-2) passed in CWP-23046-2024.

10. Learned Senior Counsel submits that in any event, needless to say there was no question of any intentional or wilful disobedience by the respondent in renewing the bank guarantee. It is submitted that the respondent has the highest regard and respect for any directions of any and all Courts, and has obeyed all directions, conscientiously. This is evident from the fact that it is not disputed that since the passing of the order dated 13.11.2019, respondent has been diligently and regularly renewing the bank guarantee. The bona fide of the Company is evident from the fact that although direction of Division Bench was for deposit to the tune of Rs.1,10,00,000/- (Rs. One Crore and Ten Lakhs only). However, the respondent has voluntarily of its own made addition of Rs.25 lakhs



thereto by way of interest and made deposit of Rs.1,35,00,000/- (Rs. One Crore and Thirty-Five Lakhs only) instead. It is accordingly prayed that the present contempt petition be dismissed with exemplary cost to deter the petitioner from any such further misadventures.

11. Heard.

12. The Sequence of events in chronological order is as follows: -

20.05.2018: Arbitral Award for an amount of ₹71.25 lakhs is passed by the Sole Arbitrator in arbitration case titled as 'Brains Logistics Private Limited v. Hero MotoCorp Limited'. Vide the Award, the claims of the Claimant/petitioner Company Brains Logistics Private Limited were partly allowed while the counter claims of the Respondent/Counter Claimant (Hero MotoCorp Limited) were dismissed.

31.08.2018: Exe. No. 1877 of 2018 was filed by Brains Logistics Pvt. Ltd. in the Commercial Court at Gurugram, against Hero MotoCorp Limited, seeking implementation of the Arbitral Award dated 20.05.2018.

14.09.2018: The Commercial Court while hearing the objections preferred by Hero MotoCorp Limited under Section 34 of the Act, dismissed the application seeking stay of operation of the Arbitral Award.

27.09.2018: Aggrieved by the order dated 14.09.2018, a Civil Revision No. 6451 of 2018 was preferred by Hero MotoCorp Limited before this Court. Subject to Hero MotoCorp Limited furnishing a bank guarantee to the satisfaction of the executing court, proceedings in Exe. No. 1877/2018 were deferred till adjudication of objections filed under Section 34 of the Act.



04.10.2018: The requisite bank guarantee was furnished by Hero MotoCorp Limited, and the original was taken on record by the Commercial Court at Gurugram. Further, in terms of the order dated 27.09.2018 passed by this Court, the Commercial Court was of the view that no useful purpose would be served in keeping the execution pending. Consequently, Exe. No. 1877/2018 was dismissed by granting liberty to the petitioner to file a fresh execution petition as and when objections under S. 34 are disposed of.

12.02.2019: Objections under Section 34 of the Act were dismissed by the Commercial Court at Gurugram.

15.02.2019: On an application filed by Brains Logistics Pvt. Ltd., the Commercial Court at Gurugram was pleased to direct release of the bank guarantee so furnished by Hero MotoCorp Limited.

20.02.2019: In appeal (FAO-CARB-12-2019) filed by Hero MotoCorp Limited under Section 37 of the Act, this Court had restrained Brains Logistics Pvt. Ltd. from encashing the bank guarantee, till the next date of hearing.

In terms of the order dated 20.02.2019, the Bank had returned the original bank guarantee to Brains Logistics Pvt. Ltd. An application was filed by Hero MotoCorp Limited in Commercial Court, Gurugram seeking permission to re-submit the bank guarantee. Simultaneously, Brains Logistics Pvt. Ltd. filed an application in Gurugram court seeking dismissal of the application of Hero MotoCorp Limited.



16.05.2019: While hearing the above-referred applications, the Commercial Court at Gurugram observed that since this Court vide order dated 20.02.2019 had restrained Brains Logistics Pvt. Ltd. from encashing the bank guarantee, the order dated 15.02.2019 passed by Commercial Court directing release of the bank guarantee, had merged with the order of this Court. It was recorded that any order on encashment of the bank guarantee will be subject to the orders of this Court in appeal under Section 37 of the Act. Resultantly, both applications were disposed of and consigned to the record room after being tagged with Exe. No. 1877/2018.

04.10.2019: The record reveals that despite the orders passed by this Court and Commercial Court at Gurugram, a fresh execution case was filed however, not in the name of Brains Logistics Pvt. Ltd. and Hero MotoCorp Limited. The Exe. No. 1814/2019 was filed in Commercial Court, Gurugram titled as 'Roopdarshan Pandey v. Pawan Munjal'.

08.11.2019: CM No. 196 of 2019 in FAO-(CARB)-12-2019 was filed by Hero MotoCorp Limited in appeal under Section 37 of the Act, seeking stay on Exe. No. 1814 of 2019.

13.11.2019: This Court clarified that the interim order earlier granted on 20.02.2019 shall continue to remain in operation subject to the bank guarantee being renewed and kept alive by Hero MotoCorp Limited. It was further recorded that no further steps towards execution of the Arbitral Award shall be taken up by the Court below until the final adjudication of appeal under Section 37 of the Act.



06.08.2024: An application is filed in Exe. No. 1814/2019 by the respondent seeking dismissal of the execution petition, having been wrongly instituted against him.

11.9.2024: In the meantime, aggrieved by the vexatious litigation unleashed upon the respondent by the petitioner and its Director, the respondent-Company had preferred CWP-23046-2024, before this Court. In the said Writ Petition, in the order dated 11.9.2024 (Annexure R-2), Coordinate Bench of this Court has taken due note of the submission of the respondent-Company that the multiple proceedings initiated by the petitioner Company/Mr. Roopdarshan Pandey, against the respondent are in respect of the same cause of action not only before different forums but also before the same fora with different names even though the said persons have no concern with the dispute. It is also noted in the order dated 11.9.2024 that the petitioner has filed as many as 69 cases against the respondent arising out of and in relation to the present proceedings under the Arbitration and Conciliation Act 1996, and the ancillary proceedings incidental/connected thereto; of which 60 cases had been filed only in the past four years. Details of the said case 69 cases have been duly enumerated in the order dated 11.9.2024. Thus, this Court has previously also taken a note of the vexatious proceedings filed by the Petitioner Company/Mr. Roopdarshan Pandey which have caused huge consequential drain of resources and valuable time of the management of the Company (Hero MotoCorp Limited), apart from having to take recourse to defend itself against such litigations. It was also noted that of



the 69 proceedings initiated by the petitioner against the respondent and his Company, 44 petition/applications had already been dismissed, and 8 have been stayed by the High Court(s) in favour of the respondent.

Accordingly, after considering the entirety of the facts, coordinate Bench vide order dated 11.9.2024 had directed that in the event of the Petitioner Company/Mr. Roopdarshan Pandey instituting any proceedings against the Company (Hero MotoCorp Limited), its Board or its employees before the District Courts at Gurugram, in relation/incidental to the proceedings arising out of FIR No. 842 of 2013 (which FIR was got registered by the respondent-Company against the petitioner/Director highlighting the forgery of Provident fund challans and siphoning of PF amounts of workmen; in which FIR charges were framed against the petitioner vide order dated 27.3.2018), or execution of the award pending adjudication in FAO-CARB-12 of 2019, the court seized of the issue shall primarily examine the maintainability of the proceedings and shall also examine the role of respective individuals before issuing notice.

30.01.2025: In the meantime, District Court, Gurugram dismissed the application filed by the respondent in Exe-1814-2019 seeking dismissal of the execution petition, having been wrongly instituted against him.

11.02.2025: The dismissal order was challenged by Hero MotoCorp Limited before this Court in CR-754-2025. This Court granted permission to the Company to file an application in Exe-1814-2019 seeking its substitution as judgment debtor in place of Dr. Pawan Munjal.



08.04.2025: The requisite application was filed by the Company and the same was allowed by District Court, Gurugram in Exe-1814-2019. However, despite the clear direction of filing amended memo of parties, neither Brains Logistics Pvt. Ltd. nor Mr. Roopdarshan Pandey have filed amended memo of parties and continued to wrongly maintain execution case against Dr. Pawan Munjal.

13. The above sequence of events is evidence of the vindictive conduct of the petitioner against the respondent. The Coordinate Bench of this Court has already taken strict notice of the conduct of the petitioner in order dated 11.09.2024 (Annexure R-2) passed in CWP-23046-2024, while directing that in all proceedings emanating from the FIR No. 842 of 2013 and FAO-CARB-12 of 2019, the court seized of the issue shall primarily examine the maintainability of the proceedings and shall also examine the role of respective individuals before issuing notice.

14. Moreover, it has also not been denied by the petitioner that the respondent has been periodically, earnestly, and within time renewing the bank guarantee since 2019 till 01.10.2026. An inadvertent one-time omission/oversight would not constitute 'wilful disobedience' of the orders of the Court. In **Niaz Mohammad v. State of Haryana, (1994) 6 SCC 332**, the Hon'ble Apex Court held that where the directions of a judgment have been substantially complied with, any residual grievance must be worked out in appropriate proceedings; contempt jurisdiction is not meant for "*enforcement of monetary or other civil rights*" when there is bona fide compliance. It is also an established tenet of law that Wilful and



deliberate disobedience must be clearly proved. In **Kapildeo Prasad Sah v. State of Bihar, (1999) 7 SCC 569**, the Hon'ble Supreme Court explained that for civil contempt it must be shown that the disobedience is not merely accidental or due to inability or misunderstanding; if there is any genuine doubt about the scope of the order or if compliance is reasonably arguable, contempt will not lie.

15. It has also not been disputed by the petitioner that 69 proceedings were initiated by the Petitioner Company/Mr. Roopdarshan Pandey against the respondent; of which 44 have been dismissed, and in 8 cases, stay has been granted in favour of the respondent. Even otherwise, the orders/undertakings dated 27.9.2018/13.11.2019 were of the Hero MotoCorp Ltd. Company, and not of the respondent; and therefore, the contemner if at all, would be the Company and not the respondent herein. To the contrary, it is the petitioner who has tried to circumvent due process by filing Exe. No. 1814/2019 in Commercial Court, Gurugram titled as 'Roopdarshan Pandey v. Pawan Munjal', despite the abovesaid sequence of events and the orders passed by this Court. The animus of the petitioner is evident from the above said facts. Needless to say, the provisions of the Contempt of Courts Act, cannot be misused to settle personal scores. It is for this reason that Standard of proof akin to criminal proceedings is required in Contempt proceedings. In **Ashok Paper Kamgar Union v. Dharam Godha, (2003) 11 SCC 1**, the Hon'ble Supreme Court described contempt as a quasi-criminal jurisdiction where findings of guilt

must rest on clear, cogent and unimpeachable evidence of wilful disobedience.

16. In view of the above, present Contempt Petition is **dismissed**.
However, keeping in view of the facts noted above, it is directed that the petitioner shall pay costs of Rs.5 lakhs to the respondent within a period of 6 weeks from today; failing which respondent is at liberty to recover the same from the petitioner/ Roopdarshan Pandey in accordance with law.

17. **Rule stands discharged.**

18. Pending applications, if any, stand disposed of.

11.12.2025
Divyanshi

(NIDHI GUPTA)
JUDGE

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