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***IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CONT.CAS(C) 1299/2023

AJAY DUA

.....Petitioner

Through: Mr. Manu Nayar & Mr. Nitin Kumar,
Adv.

versus

PRADEEP KUMAR KAUSHIK ALIAS PRADEEP KAUSHIK &
ANR.

.....Respondents

Through: Mr. M.M. Singh & Ms. Ntasha Goel,
Adv. for R-1 & 2.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

06.11.2025

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1. This hearing has been done through hybrid mode.
2. The present petition under Section 2 (b) of the Contempt of Courts Act, 1971 read with Sections 11 and 12 of the Contempt of Courts Act, 1971, seeks the following prayers:-

“A. Initiate Contempt Proceedings against the Respondents/Contemnors for there wilful violation of order dated 07.06.2023 and thereafter try and punish the Respondents in and accordance with the law under sections 10 & 12 of the Contempt of Courts Act, 1971;

B. Call for the personal appearance of Contemnors/ Respondents to explain the blatant contempt of the order dated 07.06.2023 ;

C. Direct the Respondents/Contemnors to comply with order dated 07.06.2023;

D. Punish the contemnors/Respondents in accordance with law, specifically order the arrest and detention of the officials/agents of the Contemnors/Respondents who are responsible for



committing the contempt and to impose a fine as provided under law;

Such other and further relief which this Hon'ble Court may deem fit and proper under the circumstances of the case may also be passed in favour of the plaintiff and against the defendants.”

3. *Vide* order dated 07.06.2023, the suit initiated at the instance of the petitioner was disposed of by way of a consent decree on the basis of the settlement dated 25.05.2023 arrived before Delhi Mediation Centre, Tis Hazari Courts, Delhi. As per the said settlement, Rs.32 Lakhs was to be paid to the petitioner by the respondents.

4. Learned counsel for the respondents submits that an amount of Rs.8 Lakhs has been paid between the period of February 2024 to May 2025, sum of Rs.2 Lakhs has been paid on 19.09.2025, a further sum of Rs.75,000/- has been paid on 24.10.2025 and for the remaining amount, an affidavit dated 30.10.2025 has been filed by the respondents wherein, it has been recorded as under: -

“11. That from November, 2025 to September, 2026, the Respondents propose to pay amount varying between 75,000 to 2.25 lakhs each month.

12. That the amount between 75,000 to 2.25 lakhs would be paid between 20th to 30th of each month.

13. That outstanding balance as on 31st August, 2026, shall be paid by Respondents on or before 30 September, 2026.

14. That thus by September, 2026 entire amount shall be paid to Petitioner.

15. That this statement has been made bonafide and Respondents shall remain bound by it.”

5. In view of the above, learned counsel for the petitioner, on instructions of the latter, who is present in Court, does not wish to press the present petition and seeks leave to withdraw the same with liberty to revive in case the



aforesaid undertaking given by the respondents is not adhered to.

6. In view of the undertaking given by the respondents, the present petition is disposed of with liberty to the petitioner to revive the present petition in case the payment in terms of the aforesaid undertaking is not made to the petitioner.

7. The present petition is disposed of in the aforesaid terms.

8. Pending application, if any, also stands disposed of accordingly.

AMIT SHARMA, J

NOVEMBER 6, 2025/nk