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

\+ CONT.CAS(C) 1582/2024 & CM APPL. 69248/2024

RAJAT JONEJA .....Petitioner

Through: Ms. Chand Chopra and Mr. Shivam Bansal, Advocates alongwith petitioner in person.

versus

SARITA JONEJA & ANR. .....Respondents

Through: Mr. Varun Singh and Mr. Himanshu Yadav, Advocates. R-1 through VC.

CORAM:
HON'BLE MR. JUSTICE AMIT SHARMA

<u>O R D E R</u>

% **10.11.2025**

1. This hearing has been done through hybrid mode.

2. The present petition under Section 12 of the Contempt of Courts Act read with Article 215 of the Constitution of India seeks following prayers:-

> "A. Pass an order taking action against the Respondents under Section 12 of the Contempt of Courts Act, 1971 for willfully and deliberately violating and disobeying the Order and Decree dated 03.08.2022 passed by this Hon'ble Court in terms of the Settlement Agreement dated 30.07.2022 in CS (OS) 68 of 2022 titled Rajat Joneja v. Sarita Joneja;
> B. Pass an order directing the Respondents to purge themselves of contempt and comply with the Order and Decree dated 03.08.2022 passed by this Hon'ble Court in terms of the Settlement Agreement dated 30.07.2022 in CS (OS) 68 of 2022 titled Rajat Joneja v. Sarita Joneja;
> C. Pass an order directing that any penalties payable on account of the delay in implementation of the Settlement Agreement dated 30.07.2022 shall be exclusively to the account of the Respondents; and
> D. Pass any other order and/or direction, that this Hon'ble Court may deem fit and proper under the facts and circumstances of the present case and in the interest of justice."

3. In pursuance of the settlement agreement dated 30.07.2022 before Delhi High Court Mediation and Conciliation Centre, learned Single Bench in CS (OS) 28/2022 and CS (OS) 68/2022 passed the order dated 03.08.2022 while taking the aforesaid settlement on record and binding the parties to the terms thereof. The relevant terms of the said agreement for the purposes of the present petition are as under:-

> "**6. Agreement qua joint assets and liabilities of Late Shri Rajendra Pal Joneja between his legal heirs**
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> That the present Part (6) of the Agreement is a separate part of the present Settlement Agreement over and above the issues which are subject matter of both the suits pending between the Parties. It has nothing to do with the other part of this Settlement Agreement and in case any dispute arises with regard to this Settlement Agreement between the First Party, Second Party and the Fourth Party, the same shall have no consequence or any impact on all other clauses except Clause 6 of this Agreement entered into between the respective parties with the Third Party and the same shall remain binding on all parties.
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> **A. Ensemble Impex Limited Liability Partnership ("Ensemble LLP")**
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> (i) That the Parties agree that post the demise of Late Shri Rajendra Pal Joneja, Ensemble LLP has not been carrying out any business and has been in default of all its statutory filings for which heavy statutory penalties are expected to be levied by the relevant Government authorities. A very broad and rough estimate of the penalties likely to be imposed on Ensemble LLP and the professional charges likely to be incurred to cure the said statutory penalties and to dissolve the LLP are set out in Annexure-1 to this Agreement (hereinafter referred to as "LLP Charges"). These LLP Charges are an estimate and could increase / decrease at the time of actual filing of the forms and therefore should not be read as full and final figures and that all assets and liabilities reflected as per the last signed Statement of Accounts shall be settled .and levelled off prior to dissolution of the LLP.
>
> (ii) The Parties agree to all notional entries as required to be incorporated in the LLP accounts to settle all assets and clear the liabilities and the same will be settled against the respective loan accounts reflected in the last Statement of Accounts. All liabilities shall be cleared for smooth dissolution of the LLP through a mutually nominated CA, Sh. Brajesh Mathur, 6317 Sector C, Pocket 6 & 7, Vasant Kunj, New Delhi 110070 (Ph. No. 9811054875 and email id: brijeshmathur@bmca.co.in)

("Nominated CA").
(iii) The Parties have agreed that the LLP Charges shall be born~ m the ratio of 50:50 such that the First Party shall pay 50% of the LLP Charges (on her behalf as well as that of the Fourth Party) and the balance 50% of the LLP Charges shall be paid by the Second Party.
(iv) It is further agreed between the Parties that the aforesaid LLP Charges shall, in the first instance, be paid from the accounts of the Ensemble LLP and the balance if any shall be paid in the aforementioned ratio by the respective Parties within 10 days of the crystallization of the penalties.
(v) That currently the bank accounts of Ensemble LLP are lying frozen. It is agreed that the First Party and the Second Party shall, within 7 (seven) days of executing this Settlement Agreement, issue a joint letter to the said banks and sign all documents necessary to de-freeze the accounts of the LLP. The format of the letter to be written to the respective banks to de-freeze the bank accounts is annexed herewith as Annexure-2 and the details of the bank accounts of Ensemble LLP are annexed herewith as Annexure-3.
(vi) Once the LLP is dissolved and the LLP Charges to the extent payable from the Bank Accounts of the LLP are paid, all bank accounts of the LLP shall be closed jointly by the First Party and the Second Party, with the assistance of the Nominated CA, if needed.
(vii) The Parties further agree that after all the steps mentioned above in relation to Ensemble LLP are given effect to, the First Party and Second Party shall take steps to dissolve Ensemble LLP within 15 days from the date of payment of all penalties.
(viii)All Parties (excluding the Third Party) shall ensure that they cooperate with the nominated CA to enable him / her to draft, file, sign all resolutions, fo1ms, letters, affidavits, statements of assets and liabilities, report on ' valuation of assets, approve accounting entries statutory forms etc. required to dissolve Ensemble LLP. The First Party, the Second Party and (if required) the Fourth Party shall provide their full co-operation to the Nominated CA to complete all formalities required to pay the LLP Charges and dissolve the LLP.

B. Rajendra Pal Joneja HUF ("HUF")

(i) During his lifetime, late Sh. Rajendra Pal Joneja had established an HUF by the name of Rajendra Pal Joneja HUF which was being run by late Sh. Rajendra Pal Joneja as the Karta. After the demise of the Shri Rajendra Pal Joneja, the Rajendra Pal Joneja HUF is being run and managed by the Second Party as the Karta, he being the eldest coparcener of the HUF.
(ii) As part of this Settlement Agreement entered into between the Parties,

it is agreed that Rajendra Pal Joneja HUF shall be partitioned and dissolved as per the "Memorandum of Partition-cum-Dissolution of Rajendra Pal Joneja HUF' executed simultaneously with this Settlement Agreement. That the dissolution will be achieved with the service of the Nominated CA and in accordance with the terms set out in the said Memorandum. The agreed format of the said Memorandum is annexed herewith as Annexure- 4.

(iii) It is agreed that all assets of the HUF shall be liquidated within a period of 30 days from the date of this Settlement Agreement. All monies realized from the sale of the HUF's assets will be credited into the applicable bank accounts of the HUF. The proceeds from the sale of the HUF assets shall be shared in the ratio of 50:50 after deduction of the liabilities of the HUF and fees of the Nominated CA for dissolution of the HUF such that 50% of the proceeds shall be paid collectively to the First Party and the Fourth Party; and 50% of the proceeds shall be paid to the Second Party.

(iv) The Second Party, being the Karta of the HUF shall execute appropriate authorizations to the Nominated CA and the said CA shall be entitled to solely instruct the relevant brokers / bankers / agents to liquidate the assets of the HUF. All Parties shall assist the Nominated CA to the extent their assistance is needed, to give effect to any resolutions required for liquidating the assets and dissolving the HUF.

(v) It is agreed that no monies will be credited to the accounts of the First Party, the Second Party or the Fourth Party till such time that the LLP Charges are cleared in full in terms of Clause 6(A) (iv) of this Settlement Agreement. Once the LLP is dissolved and the LLP Charges are paid in full by the respective Parties as above, the liquidation proceeds of the HUF shall be distributed in the aforementioned ratio to the respective Parties.

C. The Second Party and his heirs undertake that, upon execution of this Settlement Agreement, they will not claim any right in any movable or immovable assets of the First Party and any other movable and immovable assets of Late Shri Rajendra Pal Joneja that have devolved on the First Party or those that the Fourth Party has inherited or received as gifts or otherwise from her parents." (emphasis supplied)

4. Learned counsel appearing on behalf of the petitioner points out that in order to comply with the conditions 6.B.(iii) and 6.B.(iv) certain documents have to be signed by the respondents to enable the Court appointed Chartered

Accountant to open trading account with respect to the share holdings of the HUF. In pursuance thereof petitioner has placed on record an undertaking to the following effect:-

> "6. That, accordingly, the Deponent undertakes to this Hon'ble Court and to the Respondents as under:
> 6.1 I shall promptly sign and execute all such forms, documents, authorizations, or instruments as may be required by the Banks or Mr. Brijesh Mathur, CA, or any statutory authorities for operationalizing the Demat / Trading / Savings Accounts of the Rajendra Pal Joneja HUF with any Banks / authorities.
> **6.2 I further undertake that I shall not, in any manner whatsoever, withdraw from, transfer, or pledge, or otherwise deal with any shares, funds, or securities forming part of the aforesaid Demat / Trading and / or Savings Accounts in defiance of the Settlement Agreement. All accounts - savings / trading / demat accounts of the HUF shall be operated only by Mr. Brijesh Mathur. All instructions to sell the shares in the Demat Account of the HUF shall be given only under the instructions of Mr. Brijesh Mathur. I shall provide my assistance, instructions and / or signatures wherever needed by the Banks and / or any statutory authorities and / or any Court and sign all such forms as are required for the fulfillment of such instructions subject to the supervision of Mr. Brijesh Mathur .**
> 6.3 I undertake that the entirety of the HUF and LLP assets shall remain under the sole supervision, custody, and management of Mr. Brijesh Mathur, CA, strictly in accordance with the Settlement Agreement dated 30.07.2022 and the Order and Decree dated 03.08.2022 passed by this Hon'ble Court."

5. Learned counsel appearing on behalf of the respondent no. 1, on instructions from the latter, who is present through video conferencing, submits that in view of the aforesaid undertaking the latter is ready to sign the documents to enable the Court appointed Chartered Accountant to open the trading account for liquidating the aforesaid share holder of the HUF and for opening a Savings Account.

6. Learned counsel on instructions of respondent no. 2 further submits that

she shall also sign the necessary documents.

7. Learned counsel appearing on behalf of the petitioner submits that the latter shall abide by the aforesaid undertaking and also necessary instructions would be given to the Court appointed Chartered Accountant to intimate the respondents of any transactions in the said trading account as well as savings account as and when it happens.

8. It is further agreed between the parties that the Court appointed Chartered Accountant shall disburse the funds to the parties only after clearing the liability of Ensemble Implex LLP.

9. In view of the above, learned counsel appearing on behalf of the petitioner does not wish to press the present petition.

10. Accordingly, the present petition is disposed of as not pressed.

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

12. Parties shall abide by their respective undertakings.

AMIT SHARMA, J

NOVEMBER 10, 2025*/sn/ah*