



2025:DHC:11444-DB



\$~J-

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI***Reserved on : 28<sup>th</sup> November, 2025**Pronounced on : 17<sup>th</sup> December, 2025*

+ CONT.APP.(C) 20/2025, CM APPLs. 73021/2025, 73022/2025 &amp; 73023/2025

JUPINDER KAUR MAKER &amp; ANR. ....Appellants

Through: Mr. Vikas Singh, Sr. Adv. with Mr. Gaurav Gupta, Mr. Desh Raj and Ms. Rupal Gupta, Advocates

versus

PRITPAL SINGH .....Respondent

Through: Mr. Pawanjit Singh Bindra, Sr. Adv. with Mr. Prashant Mehta, Mr. Charanpreet Singh, Ms. Niharika Tiwari &amp; Mr. Kunal Gosain, Advs.

**CORAM:****HON'BLE MR. JUSTICE DINESH MEHTA****HON'BLE MR. JUSTICE VIMAL KUMAR YADAV****J U D G M E N T****Per DINESH MEHTA, J.**

1. The present contempt appeal, preferred under Section 19(1)(a) of Contempt of Courts Act, 1971 (*hereinafter referred to as 'Act of 1971'*) is directed against judgment dated 14.11.2025 (reserved on 06.10.2025), passed by learned Single Judge in CONT. CAS(C) 755/2021, whereby the appellants have been held guilty of contempt of Court.

2. On previous date, i.e., 26.11.2025, learned counsel for the respondent raised an objection about maintainability of the instant appeal, as no punishment was awarded by the learned Single Judge vide his impugned



judgment, passed on 14.11.2025. Detailed arguments were heard and in view of the observations made in said order, the matter was kept today for hearing on merits of the case.

3. Mr. Vikas Singh, learned Senior Counsel for the appellants contended that learned Single Judge has decided the matter on merits and held the appellants guilty, though the arguments were heard and order was reserved qua the preliminary objections, which were raised on behalf of the appellants-alleged contemnors.

4. The first argument, which was advanced by learned Senior Counsel for the appellants is that the arguments were not heard on merits, when reserved on 06.10.2025, yet, the case has been decided on merits and the appellants have been held guilty of contempt without there being any arguments on behalf of the appellants on merits or whether any contempt was committed.

5. He submitted that the appellants had raised a fundamental question about the maintainability of contempt petition in relation to the order dated 07.02.2020, contending that it did not amount to a judgment and decree, because the suit had been dismissed as withdrawn. He added that the order dated 07.02.2020 does not fall within the ambit of a Consent Decree in terms of Order XXIII, Rule 1 and 3 of the Code of Civil Procedure ('CPC'), 1908 and since no decree was drawn and the suit was dismissed as withdrawn, it cannot be said that the alleged non-compliance of the order dated 07.02.2020 amounts to contempt.

6. He further submitted that the Execution Application filed by the respondent was rejected by the Executing Court, holding that an Order of withdrawal of a Suit does not amount to a decree and such order is not



enforceable or executable. While pointing out that said order has attained finality, learned Senior Counsel contended that the respondents have filed the contempt petition and argued that if an order is inexecutable, how can a contempt lie qua such an order?

7. Learned Senior Counsel invited Court's attention towards the proceedings dated 28.08.2025 in the Contempt Case No. 755/2021 and contended that learned Single Judge had observed that the arguments shall be heard on maintainability while posting the matter to 23.09.2025. He asserted with vehemence that the matter was heard for some time on 23.09.2025 and thereafter on 06.10.2025, on maintainability of the Contempt Petition only and no arguments were advanced on merits, yet, the learned Single Judge has passed the impugned order on 14.11.2025 to the utter shock and surprise of the appellants wherein they have been held guilty of Contempt of Court.

8. He further argued that the learned Single Judge has not followed the settled and established procedure meant for the proceedings under the Act of 1971 and has directly held the appellants guilty, without issuing a show-cause notice, while highlighting that initial notice which was issued on 11.10.2021 was a simple notice.

9. Another argument was raised, though meekly, that the cognizance which has been taken by the learned Single Judge is beyond the time period of one year which is prescribed under Section 20 of the Act of 1971.

10. While maintaining that no undertaking was ever given by the appellants, learned Senior Counsel submitted that the undertaking which the appellants had purportedly given was to the plaintiffs (petitioner in the contempt petition) and not to the Court, whereas the definition of "civil



contempt” given in Section 2(b) of the Act of 1971 expressly provides “an undertaking given to a Court”.

11. Inviting Court's attention towards the order dated 07.02.2020 passed in CS(OS) 3121/2011, he submitted that the suit was dismissed as withdrawn and neither any formal decree was passed nor was any undertaking given to the Court, yet learned Single Judge has misconstrued the undertaking mentioned in the modified terms of the ‘understanding’ and expression ‘undertaking’ given thereunder to be an undertaking given to the Court.

12. He further submitted that admittedly no consideration for the transfer of the subject property earlier belonging to the Sujana Mohinder Charitable Trust (*hereinafter referred to as “Trust”*) was paid to the appellant no. 1, in whose favour the Title Deed existed. He argued that said memorandum without any stipulation of the consideration, was a nullity and yet the Court had verified said memorandum, took it on record and allowed the respondent-plaintiffs to withdraw the suit.

13. While contending that the amount of the consideration which was agreed to be paid to the appellant no.1 during oral understanding, though was not mentioned but the same was required to be paid and since it was not paid, the appellant no. 1 was justified in not transferring the subject property in favour of the plaintiffs (one of whom is respondent herein).

14. He further submitted that such understanding mentioned in the order dated 07.02.2020 was void as per the Indian Contract Act, 1872, being without consideration and hence the order dated 07.02.2020 was a void order and no proceeding for contempt could have been taken up. He argued that the appellants cannot be held guilty for breach of a void order.



15. In support of his argument that in order to punish a person under Section 12 of the Act of 1971, the undertaking has to be one given to the Court and not to the party. Learned Senior Counsel relied upon judgments in the case of **Babu Ram Gupta vs. Sudhir Bhasin** reported in AIR 1979 SC 1528 and **Hindustan Motors vs. Amritpal Singh Nayar & Anr.**, reported in 2002 SCC OnLine Del 660.

16. Mr. Pawanjit Singh Bindra, learned Senior Counsel appearing on behalf of the respondent-plaintiff, on the other hand, submitted that the appellants' conduct has been not only of defrauding the plaintiffs who are none other than his real brothers but also flouting the orders passed by the Court so also defying the undertaking, he had given to the Court.

17. Taking the Court through the backdrop facts, he submitted that the appellant no. 2, who was trustee of the said trust had fraudulently transferred the trust property to his wife i.e. appellant no. 1 showing that a sum of Rs.19.20 Crores has been paid to the trust and within no time he withdrew such amount from the trust.

18. He submitted that the respondent/plaintiffs, therefore, filed a suit highlighting the illegalities and irregularities committed by the appellants/plaintiffs and prayed that the Sale Deed executed in favor of the appellant no.1 (Jupinder Kaur) be set aside and during the suit proceedings, when the appellant No.2/plaintiff found that his passport had been seized and the trust property had been handed over to a receiver by the Court and interim board of trustee had been constituted, and the Original Sale Deed was ordered to be handed over to the plaintiffs, he stood advised to enter into a compromise and agreed to transfer the trust property to the plaintiffs (respondent herein) and accordingly the appellant no. 1-Jupinder Kaur



agreed to transfer entire Rights, Title, Ownership and Interest in the property to 3 trustees namely Mr. Pritpal Singh (respondent herein), Mr. Ajit Singh Maker and Mr. Satpal Singh Maker.

19. He also submitted that regardless of such understanding the appellants have neither transferred the property as agreed nor have they put the trustees or the trust into possession of the property.

20. He submitted that the contention raised by the appellants that the understanding or contract being without consideration is a nullity, is absolutely incorrect. He added that considering the fact that the appellant no.1 had paid no consideration to the trust and having ostensibly paid the sum of Rs. 19.20/- Crores, they have withdrawn the entire money from the trust within no time.

21. He further submitted that had there been any stipulation regarding consideration, the same would definitely be mentioned in the Memorandum of Understanding. He also submitted that there is no allegation of agreement having been signed under duress, coercion or fraud and therefore, the contention that the agreement is void in terms of the provisions of the Indian Contract Act is liable to be rejected.

22. Learned Senior Counsel further argued that if that be so, the appellants ought to have taken up any proceedings for declaring the undertaking to be void.

23. Without prejudice to above, learned counsel submitted that the appellants' main plank that the purported undertaking was given to the plaintiff or the trust not to the Court is factually incorrect and therefore, there is no merit in the appeal. He argued that if para no.8 and other parts of the order dated 07.02.2020 are perused, it is apparent that the appellants had



given the written undertaking. He also submitted that the appellants are taking advantage of the fact that the Execution Application filed by the respondent has been rejected on technical ground, as no decree in terms of the settlement was passed and the suit was dismissed as withdrawn in view of the settlement.

24. While maintaining that execution petition was maintainable, learned Senior Counsel for the respondent submitted that the appellants by their dubious means want to frustrate the orders passed by the Court and misuse the process of law to serve their oblique motives to devour the trust property and defraud the respondent.

25. Heard learned counsel for the parties and carefully examined the record.

26. The fulcrum of the petition seeking punishment of the contemnors (appellants herein) is the order dated 07.02.2020, which was passed by this Court in CS(OS) 3121/2011 filed by the trust in which the appellant no. 2 and the respondent are two out of the three trustees.

27. A perusal of para no. 7 of the order dated 07.02.2020, particularly reproduction of modified terms clearly reveals that the appellant no. 1- Jupinder Kaur Maker had clearly undertaken that she would transfer entire right and interest in the property to 3 trustees (Pritpal Singh, Ajit Singh Maker and Satpal Singh Maker) forthwith and similar was the undertaking given by the plaintiffs to withdraw the suit and pending proceedings including police complaints, FIR etc.

28. Clause 7(g) of the memorandum (as reproduced in order dated 07.02.2020) clearly shows that any breach/violation of the terms agreed above by any party to this undertaking would make such person/party liable



for contempt of the High Court.

29. According to this Court, the appellants having taken advantage of the settlement and prompted the respondent-plaintiffs to withdraw the suit, were obligated to fulfil their part of the obligation. More particularly, it is to be noted that it was not a simple acceptance of the terms but a clear undertaking expressed in so many words written and signed by the appellants.

30. Furthermore, Clause 7(g) of the Agreement mentioned at para number 7 of the order dated 07.02.2020 makes it abundantly clear that the appellants have agreed to make themselves liable for contempt of the Court if they violated the agreed terms. Clause 7(g) is reproduced hereinfra:

*"(g) Any breach/violation of the terms agreed above by any party to this Undertaking would make such person/party liable for contempt of this Hon'ble Court."*

31. We are of the view that the appellants, having agreed to transfer the subject property, cannot resile from their undertaking and take a somersault to plead that it was an undertaking given to the parties and not to the Court.

32. By virtue of Clause 7(g) reproduced above, the appellants have bound themselves and have agreed to be liable for contempt in case of any violation of the agreed terms. In the face of such stipulation, the appellants do not have any escape from the rigours of Section 12 of the Contempt of Courts Act, which is meant to ensure that rule of law prevails.

33. The conduct of the appellants, apart from their conduct of selling the trust property fraudulently, has been contumacious. If such acts of the appellants are taken leniently and are not brought to their logical end for technical grounds as raised by the appellants (though which do not have substance), would shake the confidence of public in the process of



settlement which is the best suited mode, particularly, when the real brothers are at loggerheads.

34. This Court finds substance in the submission made by Mr. Bindra, learned Senior Counsel that it is correct that on 28.08.2025, the Court observed that the arguments shall be heard on maintainability of Contempt Petition. But, on the subsequent dates of hearing i.e. 23.09.2025 and 06.10.2025, the arguments were advanced on merits of the case, which cannot be rejected outrightly as contended by the appellants, particularly, when both the parties had submitted their written submissions.

35. For Court's satisfaction, we had asked learned counsel for the appellants to show the written submissions, which they had filed before learned Single Judge, he said that he is not having the same ready with him.

36. Be that as it may, if this is the stand of the appellants that the arguments were not heard on merit, they ought to have preferred a review petition before learned Single Judge, which for the reasons best known to them, they have chosen not to. It is noteworthy that the learned Single Judge has categorically dealt with the issue of maintainability as can be seen in para no. 38 of the impugned judgment, before adverting to the aspect of merits.

37. This Court, therefore, without recording any finding on the issue as to whether the arguments were heard on merit or not, does not deem it appropriate to dilate upon this question and proceed to decide the case on merits, as both the learned Senior Counsel for the parties have addressed the issue on merits in detail.

38. At the outset, the Court had asked learned Senior Counsel for the appellants, when they started arguments on merits of the case, that they



carry a risk of the order of learned Single Judge being affirmed on merit, lest they can purge or wait for the order of punishment of learned Single Judge but learned Senior Counsel for the appellants chose to argue the matter, rather than waiting for the next date and address their submissions before learned Single Judge.

39. So far as contention regarding issuance of show cause notice is concerned, we are of the view that in case of civil contempt, neither any specific notice while initiating contempt proceeding is necessary nor is a formal order taking cognizance. It is only in case of criminal contempt, when proceedings are initiated by the Court *suo motu* or pursuant to a complaint, that the Court is required to take cognizance and issue a notice in this regard. There is a reason behind this, in case of civil contempt, the allegation is clear and categorical-it is either non-compliance; breach or violation of the order which can be decided from the memo petition only, whereas in criminal contempt the Court is required to formulate specific allegation against the contemnor so that he is aware of the reason for which he is being proceeded with because the criminal contempt is normally on account of the person's conduct during Court Proceedings or out of the Court for which a concise allegation is *sine qua non* as these proceedings are *quasi* criminal in nature.

40. So far as judgment cited by learned Senior Counsel for the appellants in case of **Babu Ram Gupta** (*supra*) is concerned, a look at para 2 and 3 of the aforesaid judgment reveals that the High Court had held appellant (contemnor therein) guilty, as he did not hand over possession of the disputed property to the receiver. When the stipulation in the order under consideration was that owing to the effect of appointment of receiver, and



that the appellant shall not interfere with the receiver appointed or with the business of running of the talkies. And further, that he would give to the receiver all cooperation that the receiver may require. Interpreting the stipulation contained in the subject order, Hon'ble the Supreme Court found that there was neither any direction to the appellant to hand over the possession to the receiver nor was any undertaking given by the appellant therein. Dealing with such a situation, Hon'ble the Supreme Court held that since there was no undertaking on the part of the appellants, his conviction under the Act of 1971 was not sustainable. As against this, there is a clear undertaking given by the appellants in the case at hand.

41. Moving on to the other judgment, in the case of **Hindustan Motors Ltd.**(*supra*), particularly para no. 10 to 12 thereof, shows that this Court has held that civil contempt involves existence of few conditions, out of which one has been indicated is “an undertaking given to the judgment etc. must be of an undertaking given to a Court”.

42. There cannot be any quarrel or dispute about the proposition that the undertaking should be to the Court and not to the parties interested. This case also does not help the cause of the appellants inasmuch as the undertaking was given by the appellants to the Court, but as noticed by us, the conduct of appellants in the factual backdrop of the case which amounted to an undertaking given to the Court, as elucidated by us in para no. 40 above.

43. A perusal of the order under challenge dated 14.11.2025 passed by learned Single Judge shows that the learned Single Judge has delved upon the facts and circumstances of the case in great detail. We do not find any infirmity or error in appreciation of the facts of the case. The order under



challenge is in conformity with the provisions of the Act and thus we, affirm the finding recorded by learned Single Judge, who has held the appellants guilty for wilful disobedience of the order dated 07.02.2020 so also for the wilful breach of the undertaking given to the Court.

44. Maybe, the appellants can have some case for being held in “wilful disobedience” as neither any direction was issued to the appellants nor any decree was passed, but so far as wilful breach of the undertaking given to the Court is concerned, the breach is writ large.

45. We, therefore, hold the appellants guilty of wilful breach of the undertaking, which they had given to the Court while signing the Memorandum of Understanding on 07.02.2020 in furtherance whereof, the suit was dismissed as withdrawn.

46. We cannot lose sight of the provisions contained in Order XXIII of CPC which enjoin upon the Court to be satisfied about the reasons for withdrawal. Had the Court anticipated that the appellants were not going to transfer the property to the trustees as assured rather undertaken, perhaps the Court would not have allowed withdrawal of the suit. It was only in the face of undertaking given by the appellants, that the Court allowed the withdrawal of the Suit.

47. Rule 3 of Order XXIII CPC clearly provides that when it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by lawful agreement or compromise signed by the parties, then only, the Court shall record its satisfaction and shall pass a decree in accordance therewith.

48. It is true that instead of passing a formal decree, the Court allowed the suit to be withdrawn, but the same too was done in view of the stipulation made in the terms of the memorandum itself, which provided that the



2025:DHC:11444-DB



plaintiff shall withdraw the suit and all proceedings.

49. In view of the aforesaid, the appeal stands dismissed alongwith all pending applications.

**DINESH MEHTA  
(JUDGE)**

**VIMAL KUMAR YADAV  
(JUDGE)**

**DECEMBER 17, 2025/nk**

\$~J4

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CONT.APP.(C) 20/2025, CM APPLs. 73021/2025, 73022/2025 & 73023/2025**

**JUPINDER KAUR MAKER & ANR.** .....Appellants

Through: Mr. Vikas Singh, Sr. Adv. with Mr. Gaurav Gupta, Mr. Desh Raj and Ms. Rupal Gupta, Advocates

versus

**PRITPAL SINGH** .....Respondent

Through: Mr. Pawanjit Singh Bindra, Sr. Adv. with Mr. Prashant Mehta, Mr. Charanpreet Singh, Ms. Niharika Tiwari & Mr. Kunal Gosain, Advs.

**CORAM:**  
**HON'BLE MR. JUSTICE DINESH MEHTA**  
**HON'BLE MR. JUSTICE VIMAL KUMAR YADAV**

**ORDER**  
**17.12.2025**

%

1. After the judgment was pronounced, learned counsel for the appellants submitted that as per the direction of the learned Single Judge given *vide* judgment dated 14.11.2025, the appellants are supposed to surrender on 20.12.2025 and prayed that since today, the order passed by learned Single Judge has been affirmed, its operation be stayed for 4 weeks, so as to enable the appellants to avail appropriate remedies.
2. On the other hand, learned counsel for the respondent submitted that the next date *i.e.* 20.12.2025 has been fixed by learned Single Judge, not for surrender but for hearing the appellants for passing order of punishment or sentencing.

3. Having heard submissions, we do not see any pressing urgency to suspend the effect and operation of the order passed by us. That apart, the Court has become *functus officio*, as the final judgment has been pronounced and signed by us and shall be uploaded today.

**DINESH MEHTA, J.**

**VIMAL KUMAR YADAV, J.**

**DECEMBER 17, 2025/MR**