



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

COCP-1607-2020 (O&M)

Date of Decision: May 26, 2026

Raj Kumar Tayal

.....Petitioner

Vs.

Asha Rani and ors.

.....Respondents

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. Aditya Jain, Advocate
for the petitioner.

Mr. Keshav Pratap Singh and Mr. Tarun Hooda, Advocates
for the respondents.

SUDEEPTI SHARMA J. (Oral)

1. The present contempt petition has been filed for non-compliance of undertaking given before this Court in CRM-M-43698-2017 on 10.09.2019, which was disposed of in terms of CRM-M-33590-2017. The relevant portion of the same is reproduced as under:-

4. The terms and conditions of the settlement reads as under:

“5. Both the parties have reached to the amicable settlement. They hereto confirm and declare that they were voluntarily and of their own free will arrived at this Settlement/Agreement dated 06.09.2019. First party has already submitted SPA of Asha Rani before this Hon'ble Court stating that he is competent to enter into a compromise. The first party No.2 to 4 are the Directors of party No.1, hence, competent to enter into settlement on behalf of first party No.1. Sh. Raj Kumar Tayal is having SPA of all the members of second party and same is already placed in the Court file.

6. That both the parties have settled their entire dispute with regard to cheques in dispute relating to flats today



in lump sum total amount of Rs.1,80,00,000/- (One Crore and Eighty Lakhs only) out of which Rs.27 Lakhs has already been paid by the first party to second party and rest of the amount i.e. Rs.1,53,00,00/- (One Crore and Fifty Three Lakhs only) to be paid by first party to the second party in installments. Today the present settlement between both the parties is only with regard to the due amount till today. The second party undertakes to make payment of to second party in following manner:

Sr. No.	Date and Cheque No.	Amount	In favour of
1	15.09.2019 – 040434 Central Bank of India	5,00,000/-	Sangeeta Tayal
2	25.09.2019 – 040435 Central Bank of India	5,00,000/-	Pawan Tayal (HUF)
3	25.10.2019 – 040437 040438 Central Bank of India	10,00,000/- 5,00,000/-	Pawan Tayal
4	25.11.2019 – 040439, 040440 Central Bank of India	08,00,000/- 10,00,000/-	Urmila Devi
5	25.12.2019 – 040441, 040443 Central Bank of India	10,00,000/- 10,00,000/-	Sahil Tayal
6	25.01.2020 – 040444, 040445 Central Bank of India	10,00,000/- 15,00,000/-	Laxmi Devi
7	25.02.2020 – 040446 Central Bank of India	5,00,000/-	Manisha Tayal
8	25.04.2020 – 040447, 040449 Central Bank of India	15,00,000/- 15,00,000/-	Raj Kumar Tayal
9	25.06.2020 – 040448, 040450 Central Bank of India	15,00,000/- 15,00,000/-	Raj Kumar Tayal (HUF)

The first party undertakes to make the payment as per above schedule on or before the date fixed through RTGS/DD into the account of the second party but in case



if no RTGS/DD is made on or before the date fixed of each cheque then second party can present the due cheque on the next day of the date fixed. This arrangement is made with the understanding of both the parties as first party is facing some income tax litigation therefore they are giving the abovementioned cheques as security to settle the matter. The first party has agreed to this settlement that in case first party makes the payment of each cheques on or before the date fixed then they shall not present the cheque in the account and after receiving the payment in the account the said cheque shall be returned to the first party immediately.

7. That second party will withdraw the complaint/case against whom the amount of cheque/complaint is received. In case if RTGS/DD of each and every cheque is not made on or before the date fixed as per the above detailed scheduled then second party is at liberty to present the cheque. In case of any dishonor of cheques second party can avail legal remedy in accordance with law including the contempt of Court proceedings. It is also agreed between the parties that the second party shall also be entitled to interest and litigation expenses if they are compelled to initiate legal proceedings in case of default of first party. It is also agreed that second party shall return all the documents after the complete payment received by them otherwise also all the property related documents if not returned and the same are misused by second party or anybody else then the second party shall be responsible for the same.”

7. Learned counsel for the petitioner submits that as per the terms and conditions of the settlement/agreement, the petitioner already had already given cheques. The last one is to be cleared on 25.6.2020. Learned counsel for the petitioner on instructions from the petitioner submits that all the cheques will be honoured in due course and all these petitions be disposed of in terms of the settlement/agreement with a prayer that till all



the cheques are presented and clear, the trial Court be directed not to proceed further and afford the time as agreed by the parties for making the payment.

8. On the other hand, learned counsel for the complainant has shown an apprehension that in case any of the cheque is dishonoured as on a previous occasion some of the cheques were dishonoured after the compromise, he may be permitted to pursue his remedy and the terms and conditions be made part of this.

9. After hearing learned counsel for the parties, all these petitions are disposed of with a direction that both the parties shall remain bound by the terms and conditions of the settlement/agreement dated 09.09.2019 and the petitioner will ensure that the cheques are encashed on the given date as per the settlement.”

2. Learned counsel for the respondents submits that in compliance of the above referred to order, affidavit dated 15.05.2025 has already been filed by the respondents (in COCP No. 1106-2020). The relevant portion of the same is reproduced as under:-

“3. That in compliance of the order dated 10.9.2019, payments to the made respondents the petitioner and his members, details of which are periodic family tabulated as under:-

Sr. No.	Name of payee	Due date	Cheque No. and amount	Amount paid with date
1	Sahil Tyagi	25.12.2019	040441 (10 Lacs)	2 lacs dated 06.08.2020
		25.1.2020	040443 (10 Lacs)	18 lacs dated 06.01.2021
2	Laxmi Devi	25.01.2020	040444 (10 Lacs)	2 lacs dated 06.08.2020
		25.01.2020	040445 (15 Lacs)	23 lacs dated 12.01.2021
3	Manisha Tayal	25.02.2020	040446 (05 Lacs)	2 lacs dated 06.08.2020
				3 lacs dated 09.02.2020
4	Raj Kumar Tayal (HUF)	25.06.2020	040448 (15 Lacs)	5 lacs dated 11.06.2020
			040450 (15 Lacs)	10 lacs dated 27.01.2021



				15 lacs dated 28.01.2021
5	Raj Kumar Tayal	25.04.2020	040447 (15 Lacs)	2 lacs dated 25.08.2020
			040449 (15 Lacs)	28 lacs dated 30.01.2021 (A demand draft was prepared on 30.01.2021)

4. That from the perusal of details as stated above, it is clear that payments to Sahil Tayal, Laxmi Devi, Manisha Tayal and Raj Kumar Tayal (HUF) were made in compliance of the order slight dated 10.9.2019. However, there was was due towards the a Kumar Tayal. delay in payment which present petitioner namely Raj Consequently, the present petition was filed before this Hon'ble court on 11.6.2020.

5. That vide order dated 19.6.2020, this Hon'ble court was pleased to issue notice and the petition was ordered to be heard along with COCP No.1105 of 2020. Thereafter, when the instant matter came up for hearing on 28.9.2020, the learned counsel for the respondents assured the court that the remaining payment as per the settlement would be made within three months and matter was adjourned for 13.1.2021.

6. That on 13.1.2021, the matter was taken up through video conference on account of Covid-19 and was adjourned for 8.2.2021 on request of learned counsel for the respondents.

7. That, in the meanwhile, the respondents got prepared a Demand Draft dated 30.1.2021 of Rs.28 lacs in favour of the petitioner. However, the petitioner refused to accept the said demand draft. Thereafter, when the matter came up for hearing on 20.4.2022, the learned counsel for the petitioner requested for an adjournment to explore the possibility of amicable settlement with



respondent no.2 and hence, the matter was adjourned. However, no settlement could be arrived at between the parties.

8. That in the course of hearing on 15.10.2024, when the counsel for the respondents this Hon'ble the apprised about Court preparation of demand draft dated 30.1.2021 and the petitioner's refusal to accept the same, this Hon'ble court was pleased to allow the respondents to submit a revalidated demand draft for a sum of Rs.28 lacs in the petitioner on the next date of hearing. Also, parties were directed to remain present in the court on the date fixed i.e. 23.10.2024.

9. That it is worthwhile to mention here that the respondents, in compliance of the for the undertaking given by the counsel respondents on 15.10.2024 and the order of this Hon'ble court, got prepared a revalidated demand draft dated 19.10.2024 for a sum of Rs.28 lacs the in the name of the petitioner. Further, respondent no.2 had also agreed to pay some interest/compensation qua the delayed payment, but the refuse to accept the petitioner principal amount and the interest/compensation qua the delayed payment.

10. That on the next date of hearing i.e. 23.10.2024, the petitioner again refused accept the demand draft dated 19.10.2024 and the offer of payment of the interest/compensation qua delayed payment; and this Hon'ble court was pleased to admit the matter. Now, the petitioner has moved an application seeking directions against the respondents for release of principal amount of petitioner, Rs.28 lacs in favour



*of the which is pending adjudication before this Hon'ble court
for 20.5.2025.”*

3. A perusal of the above referred to affidavit shows that the conditions of the settlement/agreement effected between the parties are duly complied with. The affidavit further shows the conduct of the petitioner in not accepting the demand draft with the intention to delay the payment, just to grab the interest on the delayed payment. As per the compliance affidavit filed by the respondents, the contempt is made out against the petitioner as well, who tried to delay the settlement effected between the parties which he himself agreed to vide settlement dated 09.09.2019 by not accepting the demand drafts given by respondents time and again.

4. In view of the above, the present contempt petition is dismissed

5. Pending application (s) if any also stands disposed of.

May 26, 2026

Gaurav Arora

**(SUDEEPTI SHARMA)
JUDGE**

Whether speaking/non-speaking : Yes/No
Whether reportable : Yes/No