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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CONT.CAS(C) 41/2025

ARCON SYSTEMS PVT LTD.

.....Petitioner

Through: Mr. Saurabh Seth, Ms. Neelampreet Kaur, Mr. Abhiroop Rathore and Mr. Kabir Dev, Advocates.

versus

SALUJA CONSTRUCTION COMPANY LTD & ORS.

.....Respondents

Through: Mr. P.S. Bindra, Sr. Adv. alongwith Ms. Madhu S. Oberoi, Mr. Ankit Kakkan and Ms. Deepti Mehra, Advocates.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

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06.04.2026

CM APPL.19423/2026 (seeking revival of contempt proceedings)

1. The present application has been filed by the petitioner/applicant seeking revival of the present petition in terms of the liberty granted *vide* order dated 07.02.2026. The said order reads as under:-

1. During the course of hearing, respective counsel for the parties submit that they have agreed to the following terms:

"AGREED TERMS"

1. The total outstanding amount as per the settlement is Rs. 2.70 crores – Rs.14 lacs.

2. The Respondents/Contemnors has offered to pay a sum of Rs. 2.80 crores to the Petitioner in discharge of the same. The Respondents/Contemnors has offered to pay the sum in the following manner, which has been accepted by the Petitioner:

- a. Rs. 80,00,000/- on or before 28.02.2026
- b. Rs. 1,00,00,000/- on or before 31.03.2026
- c. Rs. 1,00,00,000/- on or before 30.04.2026



3. In case the aforesaid amount is not paid by 30.04.2026, the Respondents/Contemnors shall be entitled to a grace period of 30 days to liquidate the amount. It is agreed that the aforesaid period shall not be extended under any circumstances, and in case the Respondents/Contemnors do not make the payments within the time agreed, they would in addition to the outstanding amounts also be liable to pay interest from the date of default which shall be calculated from 01.02.2026.

4. The Respondents/Contemnors and their Directors would be personally bound by the aforesaid statement, and shall undertake before the Hon'ble Court to abide by the terms of payment. The liability under these agreed terms shall be joint and severable and the directors of the Respondent/Contemnor No. 1 shall also be personally liable to pay the agreed sum to the Petitioner, in case of default and also be liable to be proceeded against for the contempt of court.

5. The above Contempt Petition may disposed off on the above terms.

6. In case, the Respondents/ Contemnors default in payment, as indicated above, the Petitioner shall be entitled to revive the present proceedings and seek appropriate reliefs in accordance with law."

2. All the directors of the respondent no.1 (company) are present in Court today. They undertake to remain strictly bound by the aforesaid agreed terms and to make requisite payments in terms thereof.

3. It is also re-affirmed (as already set out in paragraph-4 of the aforesaid agreed terms) that they shall be personally liable to pay the agreed sum to the petitioner, and in case of default, recourse can be taken to their personal assets for recovery of the concerned amount.

4. It is further agreed that any breach of the agreed terms by them and/or in the event of any deficiency in payment, the same shall be treated as wilful and egregious breach of undertaking given to this Court entailing severe action under the Contempt of Courts Act, 1971.

5. The parties and their respective counsel jointly request that the present petition be disposed of in terms of the aforesaid agreed terms, and taking on record the aforesaid undertaking. It is ordered accordingly.

6. The present petition stands disposed of in the above terms.



2. It transpires that the respondents and its directors have not adhered to the undertaking incorporated in the aforesaid order dated 07.02.2026.
3. It is submitted by the petitioner that a sum of Rs.80,00,000/-, which was due on or before 28.02.2026, was paid only on 12.03.2026 through an RTGS transfer. However, subsequently, the petitioner's bank account, into which the remittance had been made, was subjected to a debit freeze/lien pursuant to orders issued by the Cyber Crime Police Station, Industrial Area, Chandigarh. It is stated that the said action was taken on account of the fact that the bank account from which the remittance had been made by the respondents, was under investigation by law enforcement agencies at Chandigarh.
4. It further transpires that an amount of Rs.1,00,00,000/- which was payable on or before 31.03.2026 has not been paid at all by the respondents.
5. It is noticed that the order dated 07.02.2026 clearly records that any breach of the agreed terms would be treated as wilful/ egregious breach of the undertaking given to this Court, entailing severe actions under the Contempt of Courts Act, 1971 against the respondent company and its directors, who also gave their undertaking as recorded in the said order dated 07.02.2026.
6. Issue notice.
7. Learned counsel, as aforesaid, accepts notice on behalf of the respondents.
8. Learned senior counsel for the non-applicants/respondents is unable to controvert that the respondents are in breach of the undertaking as recorded in the order dated 07.02.2026, and therefore appropriate orders in terms of the Paragraph 4 of the said order are required to be passed against the



respondent no.1 and its directors. He, however, requests that orders in this regard be deferred till the next date of hearing to enable the respondents to purge their conduct.

9. A Pay Order of Rs.20,00,000/- has been handed over by the learned counsel for the respondents to the petitioner today. The same is reproduced herein below:



10. The same has been accepted by the petitioner without prejudice to its rights and contentions.

11. Till the next date of hearing:

- (i) the respondent no.1 and its directors shall not travel out of Country without the leave of this Court.
- (ii) the respondent no.1 and its directors shall not alienate or deal with any of their immoveable properties, without the leave of this Court.

12. List on 07.05.2026.

SACHIN DATTA, J

APRIL 6, 2026/at