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

+ **CONT.CAS(C) 1607/2024**

M/S PRIME INFRA BUILD PVT LTD

.....Petitioner

Through: Ms. Poorva Pant, Advocate (through
VC)

versus

AJAY CHOPRA

.....Respondent

Through: Mr. Jaitegan Singh Khurana,
Advocate for Mr. Paras Chopra.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

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20.02.2026

1. An affidavit is stated to have been filed on behalf of Mr. Paras Chopra, son of the respondent herein. Let the same be brought on record.

2. The said affidavit, *inter alia*, states as under:-

"5. The Hon'ble High Court of Delhi vide Order dated 01.09.2025 directed Parties to appear before the Delhi High Court Mediation and Conciliation Centre on 09.09.2025 at 03:00 PM.

6. I state that, basis our negotiations with the Company, vide the present Affidavit, without assuming any legal liability, obligation, guarantee or suretyship, and purely as a voluntary familial arrangement, I have expressed my intention to facilitate payment of the Remaining Amount to the Company, on behalf of my father, subject to the terms and limitations set out herein. I state that I am only undertaking the above to maintain harmony within my family and while giving due regard to serious financial and health related hardships that my father has undergone in the previous few years, including having undergone a triple bypass surgery.

7. I state and clarify that I am not a party to the underlying transaction, cheque issuance, settlement, or undertaking forming the subject matter of the Contempt Petition or the proceedings under Section 138 of the Negotiable Instruments Act, 1881. Nothing contained in this Affidavit shall be construed as: (a) an assumption, novation, or substitution of the liabilities of my father; (b) creation of any debtor-creditor relationship between the Company and me; (c) a contract of guarantee or suretyship;



(d) an independent or enforceable obligation against me under law or equity; or (e) an admission of any fact, liability, computation, default, breach, or contempt on the part of my father.

8. For the avoidance of doubt, this Affidavit shall not be construed as a guarantee, indemnity, letter of comfort, or assurance of payment. I state that, for the aforementioned reasons, the payment of the Remaining Amount by me to the Company is purely voluntary and ex gratia in nature and shall not constitute, give rise to, or be construed as an enforceable debt, obligation, guarantee, or suretyship, nor shall it entitle the Company to initiate or maintain any civil, criminal, execution, insolvency, or contempt proceedings against me in any forum.

9. Without prejudice to the foregoing and subject to availability of funds, I propose facilitating payment of an aggregate amount of Rs.6,37,000/- (Rupees Six Lakhs Thirty Seven Thousand Only) to the Company, towards the settlement arrived at between the Company and my father, which upon receipt shall operate as full and final settlement of all its claims, past, present and/or future, including but not limited to any claim with respect to the 138 Matter and/or the Contempt Petition and/or towards my father, Mr. Ajay Chopra in the following manner:

Sr. No.	Date	Amount (In INR)
1.	By or before 20.02.2026	75,000
2.	By or before 30.03.2026	75,000
3.	By or before 30.04.2026	75,000
4.	By or before 30.05.2026	75,000
5.	By or before 30.06.2026	75,000
6.	By or before 30.07.2026	75,000
7.	By or before 30.08.2026	75,000
8.	By or before 30.09.2026	1,12,000
TOTAL		6,37,000

3. In view of the aforesaid, learned counsel for the petitioner does not wish to press the present petition. However, she seeks liberty to revive the present petition in case the requisite payment is not made as per the schedule indicated in the affidavit filed on behalf of Mr. Paras Chopra (son of the respondent).

4. The petition is, accordingly, dismissed as withdrawn with liberty as



prayed for.

SACHIN DATTA, J

FEBRUARY 20, 2026/r