

4 Contempt Petition 10/19
VED PRAKASH Vs. RADHEY SHYAM AND ANR

30.07.2025

Present: Sh. A.N. Aggarwal, Ld. Counsel for Petitioner.
Sh. Jitesh Kumar, Ld. Counsel for proposed
Contemnor/Respondent/Defendant no.1 to 5.

It is noticed that vide order dated 25.04.2024, my Ld. Predecessor had passed the following directions seeking compliance from the proposed contemnor i.e. defendant no.1 to defendant no.5:

6. In view of the same, the following orders are passed in the present petition:

a) The defendant contemnors shall submit a statement on oath of the rent enjoyed by them during the pendency of the suit from the suit properties since December 2019 till date within 4 weeks.

b) They shall deposit the entire rent as per their statement in the form of an FDR simultaneously within 4 weeks.

c) The defendant contemnors shall ensure that the temporary structures as per the site plan prepared by the LC are vacated by the tenants/licensees within 4 weeks from today and that the said structures are demolished/removed by the next date of hearing as it is imperative to restore the status quo ante.

d) The defendant contemnors shall appear on the next date of hearing to show cause as to why civil imprisonment should not be imposed on them.

e) The Defendant contemnors shall deposit an FDR of Rs. 5,00,000/- within one week before this Court.

It has been informed that condition (a), condition (b) and condition (c) have still not been complied with by the

proposed contemnor, even though, more than one year has passed since then.

It has been informed that the alleged affidavit filed to make compliance of condition (a) is false, as the deponent therein was examined by the court on 09.12.2024. The relevant portion of the order is quoted for ease of reference:

Report filed by the concerned P.S. Same is taken on record. Separate statement of Defendant contemnor Pawan has also been recorded qua the quantum of rent.

On the statement, prima facie, the court was of the view that an explanation was required from the said proposed contemnors/defendant no.1 to 5.

Till date no explanation has been filed by the proposed contemnors/defendant no.1 to 5, even though, the said opportunity was given on 09.12.2024. Therefore, in addition to the directions already issued in para 6 of order dated 25.04.2024, further show cause notice is issued, to the proposed contemnors/defendant no.1 to 5 in the main suit, as to why their property be not attached and sold by way of auction to ensure compliance of the directions already given by the court, as also, considering they are in breach of the order passed under Order 39 Rules 1 & 2 of CPC.

Reply, if any, to the application under Section 340 of Cr.PC read with Section 379 of BNSS be also filed within 15 days from today.

All the proposed contemnors/defendant no.1 to 5 shall personally appear before the court for a personal hearing on the next date of hearing, lest they claim that the court has taken

action against them without giving them an opportunity to be heard.

Considering that the defendant no.1 to 5 have not complied with the directions of the court, the court considers it appropriate to appoint a Receiver in the present case. It is informed that more than Rs.2 lacs is receivable as rent/licence fees from the occupants of the suit property.

The Receiver shall serve a notice on all the occupants of the suit property i.e. property bearing Khasras no.33/22/1 and 38/2/8 at Village Kakrola, admeasuring 2950 Sq. Yards, as already recorded by the Local Commissioner in his report filed on 19.10.2023. All the rent/licence fees, etc. payable by any occupant of the suit property shall now be paid/deposited with the Receiver appointed by this court, who shall deposit the said amount with the Registry of the court every month after collecting the same. The Receiver shall also inform the court if any expenses have to be incurred in proper upkeep and maintenance of the property till further directions are issued and those expenses can always be directed to be deducted from the amount so collected by the Receiver.

Sh. Mohit Sharma, Advocate, Enrollment No.D2857/2014, Mobile No.9711135584, is appointed as Receiver to collect the rent/licence fees for use, occupation of the suit property by person, other than the parties. Let copy of Local Commissioner's report be provided to the Receiver. The fees of the Receiver is fixed as Rupees 25,000/- to be paid initially. Thereafter, the Receiver shall be entitled to a fees of Rupees 15,000/- per month till further orders. All out of pocket expenses shall be payable to the Receiver as actuals on furnishing proof of

expense. The fees of the Receiver shall be paid, initially, by the plaintiff and shall form part of the costs of the suit. The monthly fees shall be deducted from the rent/licence fee collected by the Receiver in future.

Receiver shall furnish his report every month.

List this matter on **02.09.2025**.

(HARJYOT SINGH BHALLA)
DJ-03, SOUTH-WEST, DWARKA
NEW DELHI/30.07.2025