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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CONT.CAS(C) 179/2022**

TATA MOTORS FINANCE SOLUTION LIMITED Petitioner
Through: Mr Sandeep Sethi, Senior Advocate
with Mr Kingshuk Banerjee, Ms
Anushka Sharda, Mr Zacarias Joseph,
Mr Madhav Khosla, Mr Akshit Mago,
Mr Rohit Ghosh and Ms Isha
Srivastava, Advocates (8826654793).

versus

SUMATIPRASAD M. BAFNA & ORS Respondents
Through:

CORAM:
HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER
% **11.02.2022**

The hearing was conducted through video conferencing.

CM APPL. 7755/2022 (exemption)

1. Allowed, subject to all just exceptions.
2. The application stands disposed-off.

CONT.CAS(C) 179/2022 & CM APPLs. 7753-7754/2022 (for directions)

3. The learned Senior Advocate for the petitioner submits that the payments in terms of the Schedule, which forms the part of the paragraph 8 of the order dated 09.07.2021 passed by this court in O.M.P.(I) (COMM.) 215/2021 has not been complied with.
4. He further submits that by the order dated 29.10.2021 in O.M.P.(I) (COMM.) 226/2021, the respondents were to comply with the Consent Terms between the parties and pay monies, as recorded in the said document dated 12.10.2021 as under:-



“...9. Notwithstanding anything contrary contained in these Consent Terms: ·

a. within 30 (thirty) days of the execution of these Consent Terms, BMMPL and the Personal Guarantors undertake ,jointly and severally, to pay to TMFSL an amount of approximately INR 24,00,00 ,000 (Indian Rupees Twenty-Four Crore only); and

b. within 90 (ninety) days of the execution of these Consent Terms, BMMPL and the Personal Guarantors undertake, jointly and severally, to pay to TMFSL an additional amount of approximately INR 9,00,00,000 (Indian Rupees Nine Crore only)...”

5. It is submitted by the learned Senior Counsel for the petitioner that the aforesaid payments were to be made by 24.01.2022 and out of total payment of Rs.33 crores, the respondents have paid only Rs.14 crore, therefore, there is an outstanding amount of Rs.19 crores.
6. The learned Senior Advocate for the petitioner further submits that there is a conscious breach of the court’s directions. He refers to paragraph 23 of the aforesaid Consent Terms, which is reproduced hereunder:

“...23. Notwithstanding what is agreed in Clause 22 above, it is agreed between the Parties that the Personal Guarantors will be permitted to travel outside India for short trips, including for sale of the Dubai property, only after obtaining the prior written consent of TMFSL which shall not be unreasonably withheld by TMFSL. At the time of seeking consent, the Personal Guarantors seeking to travel will provide all relevant and required details to TMFSL including the destination, purpose of the trip, dates of onward and return journey, airline tickets and other information as maybe sought by TMFSL. This concession is being made on the express condition that all terms herein shall be strictly complied with by all the . Personal Guarantors and/or BMMPL...”



7. He also submits that the movement of the parties and the personal guarantor(s) beyond India is conditional upon the aforesaid monies being paid first by the respondents to the petitioner. Therefore, insofar as the respondents have not complied with the court's directions, the said clause of the agreement would apply immediately in full force. He states that R-1 to R-5 are covered by the said clause and undertaking.
8. In the circumstances, R-1 to R-5 shall not leave India without prior permission of the court and *status quo* apropos their movable and immovable assets be maintained till the next date.
9. In view of the afore-noted, *prima facie*, the court is of the view that the respondents have committed contempt of court.
10. Issue notice to the respondents to show cause why contempt proceedings be not initiated against them under sections 2(b) and 12 of the Contempt of Courts Act, 1971, returnable on 17.05.2022.
11. The order be uploaded on the website forthwith.

NAJMI WAZIRI, J

FEBRUARY 11, 2022/rd