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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **EX.P. 43/2025**

SPECTRA TELEVENTURES PVT LTDDecree Holder
Through: Mr. Manoj Pandey, Ms. Swati Bansal,
Ms. Ayushi Bansal and Ms. Vaishali
Gupta, Advocates.

versus

ALLIANCE TELENET PVT LTDJudgement Debtor
Through:

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
07.07.2026

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EX.APPL.(OS) 888/2026 (U/o XXI Rule 38)

1. This is an application under Section 151 read with Order XXI Rule 38 of the Code of Civil Procedure, 1908 (hereinafter referred to as the “CPC”) seeking issuance of warrants of arrest of the directors of the judgment debtor company.
2. It is stated that by the learned counsel for the decree holder that the post filing of the execution petition, the parties have entered into Settlement Agreement on 24.10.2025 whereby the judgment debtor had agreed to pay to the decree holder a sum of Rs.1.20 lakhs in six installments of Rs.20 lakh each, payable between 10.11.2025 and 10.04.2026.
3. It is stated that post dated cheques were handed over by the judgment debtor to the decree holder. It is further stated that the very first cheque issued by the judgment debtor itself was dishonored, however, in view of the said default, the judgment debtor had made the payment of Rs.20 lakhs by bank transfer through RTGS.

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4. It is stated by the decree holder that the subsequent cheques too were dishonored. None of the subsequent cheques were honoured leaving a default of Rs.1 crore to be paid by the judgment debtor to the decree holder. It is stated that after the aforesaid situation was apprised to this Court, *vide* the order dated 30.04.2026, this Court had directed the judgment debtor to file an affidavit of assets of the Judgment Debtor Company within four weeks which too has not been complied with. It is also stated that none had appeared for the judgment debtor on the last date of hearing.

5. Learned counsel appearing for the decree holder/applicant states that the judgment debtor is clearly, deliberately and willfully evading the process of law and the obligations to comply with the terms of the decree. He also states that the defendant has defaulted even in payment of the sum agreed to between the parties *vide* the Settlement Agreement dated 24.10.2025.

6. In such circumstances, he requests that warrants of arrest be issued against the directors of the Judgment Debtor Company.

7. Having regard to the aforesaid, this Court is of the considered opinion that so far as the acts of the judgment debtor are concerned, clearly appear to be evasive and does not instill any confidence in this Court. It appears that the judgment debtor despite having entered into a Settlement Agreement dated 24.10.2025, had issued cheques with the full knowledge that on presentation the cheques may not be honoured.

8. As an example, it is apparent that the very first cheque was default against which the judgment debtor made the payment of Rs.20 lakhs by bank transfer through RTGS. It is also to be noted that the subsequent cheques as claimed by the decree holder too have been dishonored and the act and conduct of the judgment debtor is contrary to the settlement terms.

9. Issue notice.

10. The court notices may be issued through the concerned SHO either



himself or through any subordinate officer.

11. The SHO shall ensure personal presence of Mr. Harish Bhardwaj and Mrs. Malti Bhardwaj on the next date of hearing.

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12. List on the date already fixed i.e. 27.08.2026.

TUSHAR RAO GEDELA, J

JULY 7, 2026

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