



2026:DHC:4625

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

+ **CONT.CAS(C) 986/2022**

RENU AHUJA

.....Petitioner

Through: Ms. Mahima Dayani, Adv. along with
petitioner in-person.

versus

JATINDER KUMAR AHUJA

.....Respondent

Through: Mr. Ankit Sibbal and Mr. Nikhil
Saran, Advs.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

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07.04.2025

1. Counsel for respondent, in response to the contempt petition which sought compliance of the settlement agreement dated 02nd December 2016 and became part of a decree of divorce by mutual consent, submitted that the petitioner's claim that respondent ought to have provided for all the expenses of the petitioner's stay at the senior citizen home as per *Clause 7(a)* of the settlement is not correct.

2. He states, *firstly*, that the undertaking as per *Clause 7(a)* was not a separate undertaking which had to be given to senior citizen home but the agreement in itself was an undertaking, which had been agreed between the parties; *secondly*, he states that the only obligation to comply with the said payment of expenses was to sustain the fixed deposit of Rs.33 Lacs as per the *Clause 7(b) & Clause 7 (c)*, which was to generate a monthly interest of Rs.22,500/- which would be to the benefit of the petitioner; *thirdly*, he states



2026:DHC:4625

that the said fixed deposit was withdrawn during COVID-19 Pandemic with the consent of petitioner in order that the said amount could generate a higher interest amount; *fourthly*, that since then they have been paying Rs.22,500/- monthly to petitioner and even though the said amount of Rs.33 Lacs was reinvested in the fixed deposit.

3. Petitioner, who appears in-person along with her counsel, who is through VC, states that, *firstly*, her consent was fraudulently obtained by the respondent for the dissolution of the Fixed Deposit; *secondly*, that the undertaking was not given as per *Clause 7(a)* to the senior citizen home; *thirdly*, that the undertaking in *Clause 7(a)* was to meet all the expenses which are in the range of about Rs.65,000/- per month.

4. Counsel will be appearing before this Court on the next date of hearing after having received instructions in respect of these contentions raised by the respondent.

5. At this stage, counsel for respondent states that to express their *bona fides* they are ready to deposit Rs.33 Lacs before this Court; The same will be deposited with the Registrar General of this Court, which will be kept in an interest-bearing fixed deposit.

6. Counsel for petitioner will file a tabulation of the dates as to when and for what periods the petitioner has been in a senior citizen home with details of the senior citizen home and the expenses incurred on a monthly basis for the stay and till when she continued to be in the senior citizen home. Also if there were correspondences issued to the respondent with the demand for the expenses of the senior citizen home and if the bills for the same, had been sent.

7. List on 17th April 2025 in the category of “*Supplementary List*”.



2026:DHC:4625

8. Order be uploaded on the website of this Court.

ANISH DAYAL, J

APRIL 7, 2025/MK/tk