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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CONT.CAS(C) 1052/2022**

MS DURGA SARVESHVAR KAINTHOLAPetitioner

Through: Mr. Jaideep, Mr. Nitin Kumar, Mr.
Rudrakashi Gautam, Ms. Esha Goyal
and Mr. Rakshat Anand, Advs.

versus

DR MAHESH CHANDRA GOKLANEYRespondent

Through: Ms. Akshita Kimothi and Mr. Tejas
Bhardwaj, Advs.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

% **23.04.2025**

1. Counsel for the petitioner points out to order dated 10th January 2024 in which the background facts and circumstances have been briefly culled out by the Court. The crux of the dispute is as under.
2. The Contempt Petition has been filed alleging wilful disobedience of the settlement agreement dated 21st February 2019 which culminated in decree dated 18th July 2019 passed by the Court in **CS(OS) 599/2018**.
3. The settlement agreement had two principal aspects; **firstly**, the distribution of the proceeds relating to the painting i.e. *Untitled 95* by famous Artist Late Sh. V.S. Gaitonde; and **secondly**, is the transfer of the immovable property being *House No. J-212, 3rd Floor, Mandir Marg, Saket, New Delhi-110017* from the respondent to the petitioner, who are both husband and wife, though divorce proceedings are pending.
4. The decree which was passed based on the settlement dated 18th July 2019, as per the respondent, concerned itself only with the aspect of the declaration with respect of the artwork and not with other disputes which

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have been settled in this mediation settlement.

5. In respect of this, the relevant part of said order is as under:

8. I may mention that though the Settlement Agreement and the MoU appended thereto also deal with other disputes/litigations pending between the parties but this suit is not concerned therewith and the Settlement Agreement, only insofar as with respect to the dispute subject matter of the present suit, is to be considered.

11. A decree is accordingly passed in this suit, in terms of Settlement Agreement dated 21st February, 2019 and MoU dated 6th February, 2019 appended thereto insofar as concerning dispute subject matter of this suit, and which shall form part of the decree sheet, leaving the parties to bear their own costs.

6. It is an agreed position between the parties that the proceeds of the artwork have since been distributed, as per the agreement, and there is no dispute on that regard.

7. The issue only survives as far as the transfer of the property is concerned.

8. As per the respondent, the said property has already been sold to the third party.

9. While, the counsel for the petitioner states that the settlement agreement has to be considered *in toto* and read along with the MoU dated 06th February 2019 which form part & parcel of the settlement and, therefore, the non-compliance of the settlement agreement would trigger a contempt action, counsel for the respondent states that the decree, which was passed pursuant to the settlement, was only relatable to proceeds of the artwork and not to the transfer of the property and, therefore, contempt

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cannot subsist.

10. Counsel for the petitioner also adds that the settlement has been relied upon by the respondent in execution proceedings as well, a sample of which is an order dated 03rd August 2019, where the counsel for the respondent stated that the parties have settled their matter in mediation and the petition before the High Court has been withdrawn.

11. Counsel for the respondent, however, states that the settlement itself was in doubt considering that the respondent alleges that the son of the respondent had signed the said agreement on behalf of the respondent as a Power of Attorney holder, but colluded with the mother of the petitioner and given his undertaking for transfer, which ought not to have been done and he was not authorized to do so.

12. Notwithstanding these issues, the principal issue is whether the settlement, can trigger contempt against a non-complying party or not in these circumstances.

13. They will file relevant decisions in this regard; however, the synopsis is already on record on behalf of the parties.

14. The same will be filed and placed on record of this Court before the next date of hearing.

15. List on 16th September 2025.

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

ANISH DAYAL, J

APRIL 23, 2025/MK