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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CONT.CAS(C) 915/2025**
GURPREET SINGH SODHI & ANR.Petitioners
Through: **Mr. Peeyoosh Kalra, Mr. Yashwant**
Singh Baghel, Advs.
versus

M/S SALUJA CONSTRUCTION CO LIMITED & ORS.
.....Respondents
Through: **None.**

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

% **ORDER**
30.05.2025

1. This petition has been filed alleging wilful disobedience of order dated 16th April 2024 and undertaking given by the respondent nos.1 & 2 (*defendant nos.3 & 4 in CS(OS)586/2023*). The relevant paragraphs of the orders passed are as under:

3. The Agreement was entered into in mediation proceedings under the aegis of Samadhan, Delhi High Court Mediation and Conciliation Centre, Shershah Road, New Delhi-110503. Both the plaintiffs, and defendant No.1, 3 to 8 and 10, are parties to the Agreement. The Agreement is signed by all the aforesaid parties and their respective counsel, as well as the learned Mediator. The application is also supported by affidavits of the concerned parties.

4. By way of the application, the parties agree that the undertaking given by defendant Nos. 1 to 4 and 9 and 10 in the Agreement shall be considered as undertaking given to the Court. Mr. Peeyoosh Kalra, learned counsel for the plaintiffs, submits that defendant No. 2 and 9 are, in fact, not signatories to the Agreement, and that the undertakings of defendant No.1, 3, 4 and 10 may be treated as undertakings to the Court.



5. The statement of defendant No.3, who is also a director of defendant No.1 and 10 has been separately recorded and is taken on record. Defendant No. 4 is present on video conference, and also confirms that he has signed the Agreement and the application.

6. The plaintiffs are also present in Court and confirm the terms of the settlement.

7. In view of the above, the suit is decreed in terms of the Settlement Agreement dated 13.03.2024. Decree sheet be prepared accordingly. The Settlement Agreement will form part of the decree. The parties are all bound to the undertakings contained in the application, and to abide by the terms of the Agreement.

2. *Mr. Peeyoosh Kalra*, counsel for petitioner points out that a detailed Settlement Agreement dated 13th March 2024, was arrived at, after much deliberation for over a year, which is on record of this Court.

3. Subsequently, the respondent nos.1 & 2 have chosen to wilfully disobey the undertakings given to the Court. A contempt notice dated 30th April 2025 was also addressed in this regard.

4. *Mr. Peeyoosh Kalra*, has drawn the attention of this Court, to the following paragraphs of the notice:

3. In terms of the settlement, you handed over three post-dated cheques of Rs.5.0 Lakhs each instead of one cheque, though the order recorded one cheque of Rs.15.0 Lakhs and the same was not meant to be by way of post-dated cheques. In any event, Our Client accepted the said cheques. However, you have severely defaulted in clearance of the said cheques which got due as per the dates written by you on the same. You called upon our client to present the First Cheque dated 16.08.2024 only after 10 days of the same being due. The Second Cheque dated 16.12.2024, was dishonoured on presentation and thereafter again dishonoured on representation as per your instruction. The amount due in terms of the said cheque, after persistent follow ups, was remitted to Our Client only in first week of March, 2025. The Third Cheque dated 16.04.2025 on presentation



again stands dishonoured, which fact was duly intimated to you and repeated reminders were made, however, you have failed to respond to the

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4. In terms of the settlement, there was an obligation upon you to deposit TDS amount of Rs.1.90 Crores, the time period for which expired on 16.01.2025. Our Clients have been repeatedly reminding you of your said obligation, both verbally as well as in writing, however, no response has been received from your end till date nor any document showing compliance of the said obligation has been intimated by you. The aforesaid conduct of yours is in complete violation of the undertaking given to the Hon'ble Court and amounts to contempt of Court. You are, therefore, again called upon to immediately comply with the said obligation and intimate the compliance.

5. That Our Clients recently visited the Property under construction at L-6, Hauz Khas Enclave to see the progress of the construction work. That upon visiting the site Our Clients were surprised to see that you are deliberately neglecting the plans approved at the time of PDA. You have created an additional duct for an additional lift in the building and encroached space for a second lift to go to the third floor. It may again be brought to your attention that the approved sanctioned plan shared by you contains only one lift to access to First, Second and Third floors of the building. A copy of the sanctioned plan for the third floor along with the terrace plan is enclosed herewith for your ready reference. Further, a perusal of the contents of the sale deed executed by Our Clients in favour of the purchaser of the third floor and terrace shows that there is no mention of any separate lift for third floor. As part of the sale deed, plans have been annexed, which

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plans also do not show any separate lift for Third Floor. A copy of the plans annexed to the sale deed executed in respect of third floor is also annexed herewith for your ready reference. The provision for second lift has resultantly narrowed down the access to the rear portion of Our Clients' floor and has completely defaced the entrance to the rear portion at the second floor. It has also aesthetically spoiled the look of the entrance to the



rear portion. You are required to provide us two identical units at the Second Floor, however, this change has resulted into two unequal units in terms of space. The change by you of the approved plans is in clear contravention to the agreed terms, in terms of which the settlement has been arrived at and the terms of which you have undertaken to the Hon'ble Court to comply with. Further, the space for servant's rooms have been clearly demarcated in the stilt area, however, from the construction being carried out at Our Clients' floor, it appears that the space allocated for store room is being shaped as a servant quarter. This also is contrary to the approved plan. Therefore, the same being contrary to the terms of the settlement amounts to violation of the judgment / decree dated 16.04.2024. The aforesaid conduct of yours is in complete violation of the undertaking given to the Hon'ble Court and amounts to contempt of Court. You are called upon to rectify the discrepancy pointed out and ensure that the construction is carried out in terms of the sanctioned plans approved and sale deed executed by Our Clients.

6. Further, Our Clients, during their visit to the site at L-6, Hauz Khas Enclave, also noticed that the balcony provided at the rear site of the building at Second floor is not extending on sides as compared to the front portion, where it is extending on sides. This is contrary to the symmetry which is expected in the looks of a building. Also as we understand for the rooms forming part of rear side accommodation at Our Floor the only

solace to have access to fresh air / outer view would be to have a balcony adjacent to rooms. Our Clients have also noticed that though the provision has been made and steel bars are projecting out of the floor, however, the same have not been bonded with concrete. The construction has to be carried out by you as per the approved plans while maintaining the aesthetics and symmetry. You are called upon to rectify the discrepancy pointed out.

7. That despite repeated requests both verbally as well as in writing you, till date, have not issued the allotment letters in respect of the property allotted to Our Clients at Saket, Delhi, in the name of their children, the details of which have already been provided to you. In terms of the settlement, you had undertaken to execute the allotment letter in the name of our Clients or any of their nominees, however, you have failed to do so. The aforesaid



conduct of yours is in complete violation of the undertaking given to the Hon'ble Court and amounts to contempt of Court. You are called upon to immediately issue the allotment letters in respect of the property allotted to Our Clients at Saket, Delhi, in the name of their children

5. In view of this, Notices be issued to respondents, on steps being taken by the petitioner, through all permissible modes including E-mail, etc.
6. On the next date, if compliances are not made, respondent nos.2 & 3 will be present in Court and further proceedings in contempt shall be taken against them.
7. Returnable on 22nd August 2025.
8. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MAY 30, 2025/ak/kp