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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CONT.CAS(C) 1088/2024, CM APPL. 50124/2024 –Dir. -P/com.
COURT ON ITS OWN MOTIONPetitioner

Through:

versus

AJAY SINGH AND ORS

.....Respondents

Through:

Mr Amit Sibal, Sr. Advocate with Mr
K. R. Sasiprabhu, Ms. Chinmayi
Chatterjee, Advs. for Spice Jet
Mr. Ankur Mahindro, Mr. Ravi Nath,
Mr. Rohan Taneja, Mr. Aditya Kapur,
Mr. Abhijeet Mittal, Ms. Khushi
Natani, Mr. Raghav Kalra, Mr. Pritvi
Thakur and Mr. Siddhant Vyas,
Advocates

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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17.12.2024

1. Learned counsel for the respondent/ TWC Capital Ltd., submits that even though as per the directions issued by the learned Single Judge, it is clearly borne out that the contemnors were required to return the engines, the aircraft frames alongwith all technical records in their original form, parts of the aircraft frames as also the relevant records are yet to be returned in toto. He therefore, prays that the contemnors be held guilty of contempt and punished as per law.
2. Mr. Amit Sibal, learned senior counsel for the contemnors submits that the contemnors cannot be held guilty of having committed contempt as



the contemnors have now already returned the engines, the aircraft frames alongwith all the technical records, *albeit*, after removing certain parts from the aircraft frames, which he contends were removed even prior to the passing of the judgment by the English Court.

3. He submits that the said information about removal of certain parts from the aircraft frames by the contemnor was always in the know how of the respondent/ TWC Aviation Capital Limited, who, despite thereto never prayed/ sought for restoration of the aircraft frames to their original form at any stage before the English Court.

4. In support of his plea, learned senior counsel, relying upon clause 23.6.4 of the Lease Agreement dated 27.05.2019 executed inter se TWC Aviation Capital Limited and Spicejet Limited, submits that on a conjoint reading of the said Lease Agreement and the position before the English Court, particularly, since it is a case of the respondent/ TWC Aviation Capital Limited that the contemnors were guilty of removing parts from the aircraft frames, it was always open for them respondent to seek appropriate damages in respect thereof, while they had approached the English Court.

5. Learned senior counsel further submits that since the respondent/ TWC Aviation Capital Limited had not done so, the contemnors cannot be said to have committed any default or breach of the orders passed by this Court when Clause 23.6.4 of the Lease Agreement between the parties clearly envisages such a situation where the parts of the Engine/ Aircraft Frames could be removed by the contemnors.

6. Having perused Clause 23.6.4 of the Lease Agreement we, *prima facie*, find no merit in the submissions of the learned senior counsel for the contemnors that as per the said Clause, the contemnors were allowed to



remove parts of the aircraft frames or (partly) retain the relevant records.

7. At this stage, after substantive arguments, learned senior counsel submits that barring Clause 23.6.4 of the Lease Agreement, he wants to address further arguments after relying upon other clauses of the said Lease Agreement and the findings rendered by the English Court.

8. Even though, in our view, nothing material would turn either on the other clauses of the Lease Agreement or the decision of the English Court dated 22.03.2024, as this Court while dealing with the present contempt petition is not required to venture into interpreting the clause of the Lease Agreement under the English Law but, is only seeking compliance of the order passed by the learned Single Judge of this Court as also the undertaking given by the contemnors to this Court.

9. Consequently, we are, at the request of the learned senior counsel, deferring passing further orders today.

10. List on 14.01.2025.

REKHA PALLI, J

SAURABH BANERJEE, J

DECEMBER 17, 2024/So