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

+ **CONT.CAS(C) 1442/2025**

LUV SETHI

.....Petitioner

Through: Mr. Dhruva Bhagat, Adv.

versus

M/S ASHIMARA HOUSING PVT LTD AND ORS

.....Respondents

Through: Ms. Smiti Verma, Mr. Pranav Chitale,
Ms. Beleena Bijv, Adv.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

23.09.2025

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1. This hearing has been done through hybrid mode.

CM APPL. 60542/2025(exemption)

2. Allowed, subject to all just exceptions. This application is disposed of.

CONT.CAS(C) 1442/2025

3. The present petition under Article 215 of the Constitution of India read with Sections 10 and 12 of the Contempt of Courts Act, 1971 seeks the following prayers: -

“A. Initiate proceedings against the Contemnors for Contempt of Court Under Section 10 & 12 of the Contempt of court Act for wilfully defying order/ Interim Award dated 04.07.2025 passed by the Ld. Sole Arbitrator and the Contemnors may be punished for committing Contempt of the Hon’ble Court in accordance with law.
B. Pass such other or further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.”

4. The present petition has been filed for disobedience of the directions



passed by the learned Arbitrator vide order dated 04.07.2025.

5. *Vide* order dated 04.07.2025, the following directions were passed: -

“23. The Tribunal here places reliance on the case of *Augmont Gold Pvt. Ltd. Vs. One97 Communication Limited 2021 (284) DLT 79*, wherein the Hon’ble High Court of Delhi held that a Court or an Arbitral Tribunal is not acting without jurisdiction or in an illegal manner if it directs the defendant to deposit an amount which in its view is admitted to be payable by the defendant if such admission is found to exist in a document executed by the defendant, even if it is not reflected in the pleadings before the court. Accordingly, the Tribunal finds it just and expedient to direct the Respondent to continue paying or depositing the rent at the rate last agreed under the Addendum for the period of its continued occupation, until final disposal. Thus, the Prayers (d) and (c) are allowed only to the limited extent that the Respondent shall continue to pay or deposit with the Claimants the rent at the rate last agreed under the Addendum Agreement dated 01.06.2024 for the period of its continued occupation of the lease premises, including any unpaid months prior to the date of this order, pending and subject to the final adjudication and adjustment of the quantum at the merits stage. It is reiterated that the question of the quantum of any past arrears, adjustments, or claims for mesne profits at market value shall be determined on merits at the final stage, subject to final determination on the merits.”

6. Issue notice.

7. Learned counsel appearing on behalf of the respondents accepts notice and raises preliminary objection with regard to the maintainability of the present petition.

8. Let a response be filed before the next date of hearing including any preliminary objection.

9. List on 03.02.2026.

AMIT SHARMA, J

SEPTEMBER 23, 2025/kr/sg