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

+ CS(COMM) 523/2024, CCP(O) 13/2026, I.A. 45950/2024, I.A. 3939/2025, I.A. 29903/2025, I.A. 2356/2026, I.A. 2357/2026 & I.A. 2358/2026

PARMINDER KAUR & ANR.

.....Plaintiffs

Through: Mr. Kirti Uppal, Sr. Adv. with Ms. Asmita Shukla, Mr. Keshav Das Monga & Mr. Ajit Singh, Advs.

versus

WINSOFT EDUCARE FOUNDATION

.....Defendant

Through: Mr. Rakesh Tikku, Sr. Adv. with Mr. Siddharth Pandit, Mr. Shubham Sharma & Mr. Ashish, Advs.

+ EX.P. 6/2026 & EX.APPL.(OS) 89/2026

MRS. PARMINDER KAUR AND ANR

.....Decree Holders

Through: Mr. Kirti Uppal, Sr. Adv. with Ms. Asmita Shukla, Mr. Keshav Das Monga & Mr. Ajit Singh, Advs.

versus

M/S WINSOFT EDUCARE FOUNDATION

.....Judgement Debtor

Through: Mr. Rakesh Tikku, Sr. Adv. with Mr. Siddharth Pandit, Mr. Shubham Sharma & Mr. Ashish, Advs.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

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08.07.2026

CS(COMM) 523/2024, CCP(O) 13/2026, I.A. 45950/2024, I.A. 3939/2025, I.A. 29903/2025, I.A. 2356/2026, I.A. 2357/2026 & I.A. 2358/2026



1. On 30.04.2026, the following order was passed:-

“I.A. 45950/2024

1. This is an application filed under Order XXXIX Rule 2A read with Section 151, CPC 1908 for violation of the directions of this court.
2. During the pendency of the suit following orders were passed:

12.02.2025

“Learned Counsel for the Defendant states that in compliance of Order dated 04.07.2024, he will deposit the amount of Rs.20,00,000/- on or before 28.02.2025, Rs.40,00,000/- on or before 31.03.2025 and remaining amount on or before 30.04.2025 to the Plaintiffs for the suit property.

2. The statement is taken on record.

3. List on 01.05.2025 for further proceedings.

4. It is made clear that any violation of this Order would be construed as the violation of the Order of this Court.”

23.07.2024

“1. This application has been filed by the defendant contending that in terms of the Order dated 04.07.2024 of this Court, the defendant is to deposit a sum of Rs.43,74,000/- as arrears of rent including GST. The defendant prays that the said amount be allowed to be deposited in three instalments, with Rs.10,00,000/- being deposited within a week, whereas the remaining amount to be deposited in two equal monthly instalments.

2. Issue notice.



3. Notice is accepted by Mr. Naginder Benipal, Advocate on behalf of the plaintiffs.

4. He submits that apart from the rent for the period commencing from December, 2023 to February, 2024, which totals Rs.43,74,000/-, the defendant is also in arrears of the rent/damages for the period March, 2024 to June, 2024.

5. The learned counsel for the defendant submits that while damages shall be determined by this Court after the say of the defendant is brought on record, the defendant admits that even the admitted rent has not been paid from March, 2024 till June, 2024.

6. In view of the above, the period for depositing the admitted rent from December, 2023 to June, 2024 is extended by a period of three months. The defendant shall deposit an amount of Rs.10,00,000/- within a week from today. The remaining outstanding amount, along with the future rent at the agreed rate, shall be deposited by the defendant in three equal monthly instalments, after deducting an amount of Rs.5,00,000/- admittedly deposited by the defendant with the MCD towards house tax.

7. The future rent at the agreed rate shall continue to be deposited by the defendant in accordance with the terms of the Lease Deed dated 29.07.2021, that is, on or before the 12th day of each month.

8. The application is disposed of in the above terms.”

04.07.2024 *(relevant portion of the order is reproduced below)*

“6. In spite of service, none has appeared for the defendant.

7. Keeping in view the averments made in the plaint/application, the defendant is directed to deposit



the entire amount of rent admitted to be due by the defendant to the plaintiffs for the suit property in terms of the above mentioned lease deed, within a period of two weeks. The defendant is further directed to regularly deposit the agreed monthly rentals for the suit property in terms of the Lease Deed dated 29.07.2021 on or before the 12th day of each month.”

3. In spite of the directions given by this court and statements given before this court the compliance was not made. Till date no reply to the application has been filed in spite of the fact that the non-applicant was duly represented on 12.02.2025 when the statement to make a deposit was made. Thereafter on 28.01.2026 a formal notice in the application in the presence of the learned counsel for the non-applicant was issued and accepted by the learned counsel. Even thereafter despite lapse of more than three months the reply is not filed.

4. Learned counsel for the defendant seeks one more opportunity to file a reply.

5. In the interest of justice one more opportunity is granted subject to deposit of Rs.20,000/- as cost to be paid to the applicant.

6. Let reply be filed within four weeks with advance copy to the opposite counsel.

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7. Put up on 08.07.2026.”

2. Learned senior counsel for the plaintiffs/deed holders submits that the directions of the court have not been complied with in spite of the opportunity granted vide order dated 30.04.2026.

3. Learned senior counsel for the defendant/judgement debtor is unable to satisfy the court that in spite of the opportunity given vide order dated 30.04.2026, why there is non-compliance of the order.

4. Sh. Kamlesh Kumar S/o Lt. Sh. Virender Kumar, Director of the



defendant company, is present in the court.

5. Let the statement of Sh. Kamlesh Kumar be recorded on oath by the learned Joint Registrar with regard to the non-compliance of the directions of the court and order dated 30.04.2026.

6. Put up before the Joint Registrar for recording of statement on oath on 10.07.2026.

7. Put up before court on 14.07.2026. Sh. Kamlesh Kumar shall be present in court at 10.30 a.m.

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8. Put up before court on 14.07.2026.

AVNEESH JHINGAN, J

JULY 8, 2026

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