



\$~C-4 & C-5

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

+ CCP(CO.) 8/2018

RISHI NARANG

.....Petitioner

Through: Mr. V.M. Popli, Advocate for LR's of
petitioner

versus

BHIMYADAV & ANR.

.....Respondent

Through: Mr. Shubhendu Bhattacharya,
Advocate for Ex-directors
Mr. Siddharth Mullick, Adv. for Mr
Rishi Mancahanda, SC for OL

C-5

+ CO.PET. 98/2016 & CO.APPL. 425/2016 CO.APPL. 680/2017
CO.APPL. 290/2019 CO.APPL. 563/2019 CO.APPL. 690/2019
CO.APPL. 176/2021 CO.APPL. 178/2021 CO.APPL. 185/2023
CO.APPL. 328/2024 CO.APPL. 25/2025 CO.APPL. 251/2025
CO.APPL. 252/2025 CO.APPL. 253/2025 CO.APPL. 254/2025
CO.APPL. 255/2025 CO.APPL. 256/2025 CO.APPL. 704/2025
CO.APPL. 705/2025 CO.APPL. 717/2025 CO.APPL. 719/2025
CO.APPL. 721/2025 CO.APPL. 110/2026 OLR 173/2019
OLR 174/2019 OLR 17/2023 OLR 147/2024 OLR 70/2025
RISHI NARANG

.....Petitioner

Through: Mr. Amit Goel, Adv.

versus

FALCON REALTY SERVICES PRIVATE LIMITED & ANR.

.....Respondent



Through: Mr. Karmveer, Adv Ajay Kumar &
Mr. Nikhil Kumar Singh, Advs. for
the Applicants in CA No.110/2026

Ms. Aakanksha Kaul, Advocate for
Ms. Asha Jaiswal

Mr. Siddharth Mullick, Adv. for Mr
Rishi Manchanda, SC for OL

Mr. Rajesh Kumar & Ms. Priya
Rastogi, Advs. In CA 704/2025 &
705/2025

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

ORDER
06.07.2026

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CA No. 705 of 2025 in CO.PET. 98/2016

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

CA No. 704 of 2025 in CO.PET. 98/2016

1. This application seeks condonation of delay in filing claim before the OL. Since there is no objection on behalf counsel for OL, delay stands condoned.
2. Claim be considered and disposed of by the OL within a period of next six weeks, in accordance with law.
3. Application stands disposed of. Accordingly.

CCP(CO.) 8/2018 & CO.PET. 98/2016

1. *Ms. Aakanksha Kaul*, Advocate for *Ms. Asha Jaiswal*, points out two orders dated 19th March 2024 and 14th May 2024 in respect of compensation



to be paid by the Company in liquidation pursuant to a decree in favour of *Ms. Asha Jaiswal* from the District Courts Consumer Forum.

2. On 19th March 2024, Senior Counsel appearing for *Bhim Yadav* submitted that they are willing to settle the claim, and accordingly, directions were passed in paragraph 8, which are extracted as under:

“8. It is proposed that the entire claim of applicant/Ms. Asha Jaiswal would be payable by way of equal monthly instalments of Rs.25,000/- payable by 7th of each succeeding English calendar month. Applicant/Ms. Asha Jaiswal, who is present in Court today accepts a cheque from the learned Senior Counsel for the applicant/Bhim Yadav bearing No.000003 dated 19.03.2024 amounting to Rs.25,000/- drawn on HDFC Bank towards part payment without prejudice.”

3. On the next date of 14th May 2024, this Court noted that only Rs.75,000/- had been paid in three equal instalments of Rs.25,000/-, and Senior Counsel appearing for *Bhim Yadav* stated that it would not be possible to make payment of half of the outstanding amount to *Ms. Asha Jaiswal* as per the decree. The Court then recorded in *paragraphs 3 and 4* is under.

“3. After some deliberations, it is agreed that the decretal amount of Rs.8,46,147 (minus Rs.75,000), shall be paid to the applicant in 15 equal monthly instalments, starting from 01.06.2024 payable by the 10th day of each succeeding month.

4. It is therefore ordered that the applicant/Mr. Bhim Yadav shall make payment of the balance amount in terms of the decree passed by the Consumer Dispute Redressal Forum (New Delhi, District), to the applicant/Ms. Asha Jaiswal by way of 15 equal monthly instalments. In case the amount is not paid, she would be entitled to claim the same with interest, as directed by the District Consumer Forum, New Delhi.”



4. Thereafter, on 13th November 2025, the Court noted that 4 cheques totalling Rs.3,71,147/- had been handed over to *Ms. Jaiswal*, who was present then in the Court.

5. Today again *Ms. Jaiswal* is present in the Court and states that three of those cheques bearing Nos. 23, 24 and 25, each for a sum of Rs. 1,00,000/-, drawn on HDFC Bank Ltd. (110240163), Phase IV, Gurgaon Branch, from Account No. 12021000028949, have been returned unpaid on the ground of '*Funds Insufficient*' The total amount covered by the said cheques is Rs. 3,00,000/-.

6. *Mr. Subhendu Bhattacharya*, counsel for *Bhim Yadav*, states that he shall ensure that the amount of Rs. 3,00,000/- is paid to *Ms. Jaiswal* on or before 15th July 2026, in respect of these dishonoured cheques.

7. List for compliance on 16th July 2026.

8. If this money is not paid, *Mr. Bhim Yadav* shall be present in Court, who will be answerable for the undertakings given to the Court previously, and if necessary, contempt proceedings shall be initiated against him.

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

ANISH DAYAL, J

JULY 6, 2026/sm/bp