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

+ **CM(M) 636/2023**

M/S RAHEJA DEVELOPERS LIMITED & ORS. Petitioners

Through: **Mr. Rajshekhar Rao, Sr. Advocate
with Ms. Manmeet Kaur, Mr.
Chandan Malav, Advocates**

versus

CHANDA MANGHANI & ANR. Respondents

Through: **Mr. Pawan Kumar Ray, Mr. Shreshth
Nanda and Ms. Aditi Bhatia,
Advocates**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 22.12.2023

CM APPL. 66851/2023 & CM(M) 636/2023

1. In view of the averments made in the CM APPL. 66851/2023, the present petition has been taken up for hearing and disposal with the consent of the parties.
2. Learned counsel for the Respondent states that Petitioners are in breach of the statement made before this Court on 20.09.2023 holding out that the entire decretal amount will be paid to the Respondent in four equal instalments. He states that the instalments were scheduled from 30.09.2023 until 30.12.2023; however, Petitioners have failed to make payment of any instalment.
3. This Court has perused the order dated 20.09.2023 and examined the



contents of CM APPL. 66851/2023. In the opinion of this Court, the non-payment of the instalments to the Respondents is a breach of the statement made before this Court on 20.09.2023 and the relief sought by the Respondent is liable to be allowed.

4. The learned senior counsel for the Petitioner states on instructions that the Petitioner Nos. 1, 2 and 3 undertake to this Court that the entire decretal amount shall be paid over to the Respondent in three (3) instalments in the following manner:

(i) Rs. 10 lakhs is being paid over to the Respondent today by cheque dated 21.12.2023 of ICICI Bank, Saket Branch, New Delhi-110017. He states that the said cheque will be encashed on presentment.

(ii) He states that the balance decretal amount will be paid in two (2) equal instalments on or before 11.01.2024 and 09.02.2024.

(iii) He states that Petitioner No.2 undertakes that there will be no further default in payment of the two (2) instalments on the dates recorded above.

5. Learned senior counsel for the Petitioner states that in view of the undertaking given today, the interim protection granted vide order dated 20.04.2023 be extended until 09.02.2024.

5.1. He states that the undertaking of Petitioner No.2 to pay the Respondent has been made in the peculiar facts of this case and without prejudice to the contention of the Petitioner Nos. 2 and 3 that they are otherwise in law not liable for the decree against Petitioner No.1.

5.2. He however, states in the peculiar facts of this case, the Petitioner No. 2 undertakes to this Court to remain personally liable to Respondent for payment of the decretal amount.

6. The said statement of Petitioners is accepted as an undertaking to this



Court and taken on record. The Petitioner Nos.1, 2 and 3 are bound to the said undertaking.

7. The interim protection granted vide order dated 20.04.2023 is extended. It is, however, made clear that if the Petitioners default in making the instalment due on 11.01.2024 and/or 09.02.2024, this protection shall stand withdrawn on 1st default and the order dated 10.04.2023 passed by the National Commission Dispute Redressal Commission shall automatically operate and bind the parties. It is directed that no application for extension of time will be entertained.

8. Learned counsel for the Respondent states that the aforesaid terms are acceptable to the Respondent.

9. With the aforesaid directions, the petition stands disposed of and CM APPL. 66851/2023 is allowed in the aforesaid terms. Pending applications stand disposed of.

10. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 22, 2023/hp/sk

[Click here to check corrigendum, if any](#)