



Patiala.

2.2 It has been averred that the respondent is the owner of three schools and is one of the biggest pharmaceutical wholesalers in Patiala. It has been averred that he is living a luxurious life and is also living in adultery.

2.3 A petition under Section 13 of the Hindu Marriage Act, 1955, (hereinafter referred to as the "HMA") was instituted by the respondent seeking dissolution of their marriage. The petitioner instituted an application under Section 24 HMA. The Court of District Judge, Patiala fixed the maintenance pendente lite at Rs.20,000/- per month vide order dated 23.03.2016 along with Rs.15,000/- as litigation expenses.

2.4 The said order dated 23.03.2016 was challenged by the respondent by way of CR-4635-2016, which came to be dismissed on 18.08.2017 (Annexure P-3). SLP(C)-2442-2018 was also filed against the said order.

2.5 In the meantime, the petitioner instituted a petition under Section 125 of the Code of Criminal Procedure, 1973 (for short the "Cr.P.C"). During the pendency of the said petition, a compromise was arrived at between the parties on 20.02.2018 and the petition under Section 125 Cr.P.C was disposed of on the basis of the said compromise. In the compromise deed (Annexure P-4), it was agreed that the respondent would pay Rs.30,000/- per month directly to the petitioner apart from electricity charges, medicines, etc. and the petitioner would be permitted to stay in the matrimonial home. Further, it was agreed that the respondent would ensure timely maintenance of the house and would also discharge his liability towards the financial institutions and would withdraw SLP-(C)-2442-2018. The petitioner also agreed to forego arrears of Rs.4,40,000/-. The order by

which the petition was disposed of on 20.02.2018 has also been annexed as Annexure P-5.

2.6 It has been averred that the respondent defaulted in making payment as a result of which, the petitioner approached the Family Court, Patiala by instituting a petition (Annexure P-6) under Section 128 Cr.P.C.

2.7 Vide order dated 11.08.2023 (Annexure P-9), the Family Court, Patiala held that the respondent had defaulted on the terms of the compromise and was, therefore, liable to pay maintenance at Rs.1,00,000/- per month with effect from 01.10.2021 to the petitioner. The said order was challenged by the petitioner and also by the respondent by way of separate revision petitions, bearing numbers CRR(F)-1336 of 2023 and CRR(F)-1418 of 2023. Both petitions were disposed of vide a common order dated 13.09.2024 (Annexure P-1), holding that the respondent was not at fault.

2.8 Aggrieved by the order dated 13.09.2024, the petitioner referred a SLP (Crl.) in which, notice had been issued, vide order dated 02.01.2025.

2.9 It has been averred that since the maintenance is not being paid and the compromise has been violated and further, the orders passed in the revision petitions have also been violated, the respondent has committed contempt of Court and deserves to be punished for the same.

2.10 It has been averred that the respondent has also alienated one of the school properties i.e. Apollo Public School situated in Ghanaur vide sale deed dated 18.08.2022 (Annexure P-14). He also disposed of the matrimonial home vide sale deed dated 04.10.2024 (Annexure P-15).

2.11 It has also been averred that auction under the Secritization & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short "the SARFEASI Act") has also been initiated deliberately against the matrimonial home.

2.12 Various additional affidavits were also filed by the petitioner primarily to show that a number of properties had been alienated by the respondent.

2.13 Under the circumstances, the contempt petition has been instituted.

3. A short reply by way of an affidavit dated 05.03.2026 was filed by the respondent.

3.1 It has been averred in affidavit dated 05.03.2026 that the contempt petition is not maintainable since there is no willful disobedience of the order dated 13.09.2024 and the deponent has diligently complied with various orders passed from time to time.

3.2 It has been averred that the respondent paid Rs.30,000/- per month diligently for five years after order dated 20.02.2018 having been passed. The petitioner enjoyed a continuous and unencumbered right to reside in the matrimonial home and the installments for the loan were continuously and diligently being paid by the respondent.

3.3 Pursuant to the order under Section 128 Cr.P.C having been passed, maintenance of Rs.1 lakh per month was being paid till it was ordered in revision by this Court that he would pay Rs.30,000/- per month.

3.4 It has been averred that the respondent is 76 years old and resigned from the chairmanship of the Apollo Society on 10.03.2023 and after that he has no source of income besides the rental income from some properties.

3.5 It has also been averred that the non-payment of the home loan was not deliberate but the same was on account of financial constraints.

3.6 It has been averred that since maintenance of Rs.1 lakh was being paid, the installments of the house could not be paid but prior to

payment of the enhanced maintenance amount, the installments qua the loan were being paid regularly. It has been averred that under the circumstances, the non-payment of the home loan was not deliberate but was on account of the financial constraints faced by the respondent who, besides his rental income, had no other income and all other assets owned by him were either mortgaged or had been sold prior to 2023. ITR statements for the Financial Years 2023-24 and 2024-25 have also been placed on record as Annexure R-4 and R-5). The details of immovable properties owned by the respondent have also been given along with the details of the properties alienated. The said details show that the respondent has a house in Village Deelawal, District Patiala which, as per the respondent, is being used by the mentally unstable daughter of the parties. Then there is reference of a plot measuring 362 sq. yards in the same village which is stated to be mortgaged with Punjab National Bank from which, a loan of Rs.70 lakhs had been taken by Apollo School. Details of the three properties alienated have also been given showing that the same had been alienated to pay off loans obtained from different financial institutions.

3.7 As per foreign trips alleged to have been undertaken by the respondent, it has been averred that the same were undertaken with the permission of the Court for educational purposes. Allegations of his being in a relationship with some woman have been denied.

3.8 It has been averred that the respondent had offered alternate accommodation on rent to the petitioner in decent localities such as New Lal Bagh, whose rent would duly be paid by the respondent. It has been averred that he had also offered to transfer his house in village Deelwal constructed on a plot measuring 450 sq. yards in favour of the petitioner and had also offered to purchase newly constructed houses shortlisted by him in decent

localities of Patiala, viz Professor Colony. etc. Photographs of the shortlisted houses have also been placed on record as Annexure R-7.

4. During the pendency of the contempt petition, the following order was passed on 11.04.2025:-

*"1. By way of present contempt proceedings, prayer has been made for initiation of contempt proceedings against the respondent for the alleged willful non-compliance of order dated 13.09.2024, whereby, the parties were directed to continue to abide by the terms and conditions of the compromise deed dated 20.02.2018, the relevant portion thereof is extracted hereunder:-*

*"4. That the party No.2 is residing in a matrimonial home i.e. H. No. 29/4, Gian Niwas Sheran Wala Gate, Patiala, and party No.1 undertakes not to interfere or dispossess the party No.2 in any manner and party No.2 has every right to utilize in any manner. The 1st floor of the said house is in possession of the son namely Charanpreet Singh.*

*5. That the Party No. 1 will provide the time to time maintenance of the House & other civil works done periodically and will get the paint, whitewash etc after every four years.*

*6) That the party No.1 has raised some loan from various financial institutions and Party No. 2 was the co-borrower. Now party No.1 undertakes to discharge all the liabilities due towards the said financial institutions himself and the party No.2 is not liable for any such liability & by virtue of this compromise her liability stands discharged.*

*7. That by virtue of this compromise the parties have agreed to withdraw all the cases i.e. petition filed-by party No.1 pending before the Hon'ble Supreme Court of India, petition filed by party No. before the family court challenging the order of Lower Court for grant of interim maintenance, the petition filed by party No.2 against party No.1 U/s 125 Cr.P.C. and also for enhancement of interim maintenance: pending before the family court, Patiala.*

*8. That a sum of Rs. 2,06,000/- is pending due towards maintenance against party No.1. The said amount has been paid by the party No.1 to party No.2 through cheque No. 168223 dated 15/4/2018 drawn on Punjab National Bank amounting to Rs. 2,06,000/-.*

*9. That Party No. 1 still owes an amount of Rs. 4,40,000/-towards interim maintenance in 125 C.R.PC proceedings which is still*

*pending. Party No. 2 had forgone her claim on the ground that Party No. 1 had agreed to pay maintenance of Rs. 30,000/- from 1.3.2018 which is being paid through cheque no. 168222 dated 15/3/2018 drawn on Punjab National Bank for the aforesaid amount.*

*10. That in case the party No.1 backs out from the said compromise/agreement, then party No.2 will be entitled for maintenance of Rs. 1,00,000/- per month from due date alongwith arrears due given up amounting to Rs. 4,40,000/- which she can recover as per law against Party No. 1*

*In witness whereof this compromise is being executed at Patiala between above said parties after understanding the contents of the same to be true and correct."*

*2. It has been brought to the notice of the Court that though under the settlement, the petitioner was to remain under uninterrupted possession of matrimonial House No.29/4, Gian Niwas Sheran Wala Gate, Patiala and the respondent was to repay the loan/financial liability where-under the said house was kept as mortgaged; the respondent having failed to discharge the loan liability, the said house has been put to an auction followed by taking over of its possession by financial institution on 09.04.2025 and as a result thereof, the petitioner has been deprived of the said residential house and its possession.*

*3. Today, the respondent has appeared in person and submits that he is not having the financial capacity to repay the loan liability to the financial institution and thus, at best, can provide the rented accommodation to the petitioner.*

*4. On the other hand, the applicant-petitioner, who is present in person submits that the respondent is a man of means and is merely trying to evade the liability towards the petitioner-wife by alienating immovable assets so as to cause prejudice to the rights of the applicant-petitioner.*

*5. In view of the aforesaid disputed fact, Mr. Athar Ahmed, DAG, Punjab, who is present in Court is requested to ask the District Magistrate, Patiala to furnish a report regarding movable or immovable assets of respondent including the details of his bank/stock statements and the properties purchased by him or alienated by him in the past 05 years.*

*6. Adjourned to 25.04.2025.*

*7. In the meanwhile, the respondent shall also file his affidavit mentioning his movable and immovable assets along with bank/stock statements for the past 05 years, besides, mentioning the details about the alienation made by him or property, if any, acquired by him.*

*8. It is made clear that in case, the respondent, who is present in*

***person and submits that he is not having any financial means to abide by the terms of settlement is found to have reached such situation on account of his own deliberate acts and default; he shall be proceeded against in the present contempt proceedings.”***

5. In compliance with the said order, a status report was filed by the District Magistrate, Patiala. Annexure R/4 gave the bank details of the respondent as per which, there were four bank accounts in the name of the respondents having a balance of Rs.1525.49, Rs.12653.7, Rs.992580.49, Rs.8565429.72 respectively. There were other accounts as well in the name of M/s Grover Sons Chemist and Druggist, Apollo Society of Education, Apollo Kids and Fun School, Apollo Public School, Ghanour, Apollo Public School Devigarh, Jasleen Kaur d/o Tarbinder Singh, Sheesh Mahal Hotel, all having a combine balance of Rs.15858824.96. The details of other agricultural, residential and commercial properties were also furnished as Annexure R-5, which also shows that a number of properties are there in the name of the respondent.

6. Thereafter, the matter remained pending before this Court and attempts were made for an amicable settlement.

7. Various offers were given by the respondent that he could buy a flat or take a house on rent for the petitioner and could even purchase a house for her but the petitioner insisted that the matrimonial home be purchased back for her, to which the respondent expressed his inability.

8. The respondent did not back out from paying the maintenance and undertook he would continue to pay the maintenance and could also make arrangements for the residence of the petitioner. However, the petitioner insisted upon staying in the matrimonial home.

9. Now the question which arises before this Court, as to whether there has been willful disobedience of the orders passed in CRR(F)-1336-

2023 and CRR(F)1418-2023, which had upheld the disposal of the petition under Section 125 Cr.P.C in terms of the compromise.

10. Section 2(b) of the 1971 Act defines civil contempt and Section 2(c) defines criminal contempt. We are here dealing with civil contempt, which is defined in Section 2(b) of the 1971 Act;

2. **Definitions.—In this Act, unless the context otherwise requires**

**(a)** xxx xxx xxx

**(b)** “civil contempt” means wilful disobedience to any judgment, decree, direction, order, writ or other process of a court or wilful breach of an undertaking given to a court;

xxx xxx xxx”

A perusal of the aforesaid shows that civil contempt means willful disobedience to any judgment/decreed/direction/order/writ or any other process of a Court of willful breach of an undertaking given to a Court. The provision, therefore, has two parts. The first part is disobedience or breach and second part is willful disobedience or a breach. It, therefore, means that the disobedience or breach should be willful. Whether a breach is willful or not, would have to be determined by the Court concerned.

11. A Division Bench of this Court traced the entire law on contempts in the case of *Court on its motion vs. N.S. Kanwar*, 1995 (1) RCR (CrI.) 201;

*“12. The idea of contempt of court has emerged with the emergence of the rule of law and generally speaking any conduct that tends to bring the authority and administration of law into disrepute or disrespect or any act which interfere with the administration of justice is contempt of court.*

*13. In India the history of "law of contempt" can be traced as early as in 1560 (Mughal period). Instances can be found in Tabaquat quoted by sterling in "crime and punishment in Mughal India". While Akbar was on his way to Punjab, Shah Abdul Mohwali in Jagrana of Hajar wanted to salute him while seated on his horse. Akbar felt annoyed and handed him over to Shahabuddin Ahmed Khan to be kept in custody as a prisoner. In Kautilya's Arthashastra, details can be found regarding the*

*theory of contempt of King and King's Council. Even judges who violated law were held liable for punishment. Kautilya was of the view that all persons who violated law were to be punished including who administer law and in fact in the later case the punishment would be mere severe.*

14. *Oswald in his work on 'contempt of Court' defines contempt as any conduct that tends to bring the authority and administration of law into dis-respect of disrepute or to interfere with or prejudice parties or their witnesses during litigation.*

15. *The law of contempt of court in the modern sense as developed in our country is on the pattern of English Law. Source to punish contempt was an inherent power in England with all the courts of record. As soon as the courts of record were established India under different charters, the power to punish contempt was necessarily given to these courts. When the Constitution of India came into force in 1950 some provisions relating to contempt matters were also included in it. The contempt of the Supreme Court and the High Courts as topics for legislation have been mentioned in the Union list and Concurrent List. In the year 1952, the Parliament enacted the contempt of Courts Act, 1952. After examining the law of contempt which developed during a period of almost two decades, the Parliament enacted the Contempt of Courts Act, 1971. Under the Act of 1971, the term 'Contempt' has been defined in section 2, while section 2(b) defines Civil Contempts, section 2(c) defines 'Criminal Contempt'. For the purpose of the present case, it is sufficient to make reference to section 2(a) and (b) of 1971 Act :-*

*"2. In this Act unless the context otherwise requires (a) 'Contempt of Court' means civil contempt or criminal contempt; (b) 'Civil Contempt' means wilful disobedience to any judgment, decree, direction, order, writ or other process of a court or wilful breach of an undertaking given to a court." "The above quoted definition is in consonance with the views expressed by the English and Indian Courts from time to time and the Parliament in India has tried to give a concrete shape to the law of contempt by enacting 'Contempt of Courts Act, 1971'. The object of contempt proceedings is primarily to protect the public confidence in the system of administration of justice.*

16. *In Brahm Prakash Sharma v. State of U.P., AIR 1954 Supreme Court 10, the Hon'ble Supreme Court underlined the object of contempt proceedings in the following words :-*

*"The summary jurisdiction exercised by superior courts in punishing contempt of their authority exists for the purpose of preventing interference with the course of justice and for*

*maintaining the authority of law as is administered in the courts. The object of contempt proceedings is not to afford protection to Judges personally from imputations to which they may be exposed as individuals, it is intended to be a protection to the public whose interests would be very much affected if by the act or conduct of any party, the sense of confidence which people have in the administration of justice by it is weakened."*

17. *In Aligarh Municipal Board v. Ekka Tonga Mazdoor Union and others, AIR 1970 Supreme Court 1767, the Supreme Court has observed as under :*

*"The contempt proceedings against a person who has failed to comply with the courts order serves a dual purpose; (1) vindication of the public interest by punishment of contemptuous conduct and (2) coercion to compel the contemner to do what the law requires of him."*

18. *In Advocate General Bijar v. Madhya Pradesh, Khair Industries, 1980(3) SCC 311, the Supreme Court held :-*

*"It may be necessary to punish as a contempt, a course of conduct which abuses and makes a mockery of the judicial process and which thus extends its pernicious influence beyond the parties to the action and affects the interest of the public in the administration of justice. The Court has the power to commit for contempt of court, not in order to protect the dignity of the Court against insult or injury as the expression "contempt of Court" may seem to suggest, but to protect and to vindicate the right of the public that the administration of justice shall not be prevented, prejudiced, obstructed or interfered with. "It is a mode of vindicating the majesty of law, in its active manifestation against obstruction and outrage."*

19. *In Hedkinson v. Hedkinson, 1952(2) All England Reporter 567, it has been held :*

*"It is the plain and unqualified obligation of every person against or in respect of whom the order is made by a court of competent jurisdiction to obey it unless and until the order is discharged. The uncompromised nature of this obligation is shown by the fact that it extends even to cases where the persons affected by the order believe it to be irregular or even void."*

*Again in Jennison v. Backer, AIR 1972(1) All England Reporter 997 Curtish Releigh, J. observed :-*

*"The law should not be seen to sit by simply, while those who defy it go free and those who seek its protection loose hope;"*

*In Bardkanta Mishra v. Bhimsen Dixit, AIR 1972 Supreme Court 2466, the Supreme Court observed as under :-*

*"The contempt of court is disobedience to the court by acting in opposition to the authority, justice, dignity thereof. It signifies a wilful disregard or disobedience dignity of the court's order. it also signifies such conduct as tends to bring the authority of the court and the administration of law into disrepute (vide 17 (Corpus Juris Secundum pages 5 and 6; Contempt by Edward N. Dancel (1939) End. page 14, Oswald's Contempt of Court (1910) Edn. pages 5 and 6)."*

*20. These authorities clearly show that every one howsoever high he may be, is bound to carry out the courts order. The order passed by a court of competent jurisdiction is binding on all concerned. Those who disregard the Court's order, do so at their own peril. No one can think himself above the law and the court is under a duty to see that confidence of the public in the institution of courts is not shaken by the executive authorities by their disregard to the orders of the Court."*

12. In the case of *Dr. Iqbal Singh vs. Vikas Partap and another*, (COCP-1730-2017, decided on 18.09.2019), a coordinate Bench of this Court held that a Court must confine itself to the four corners of the directions issued and that the scope could not be enlarged. It was held that the onus was on the petitioner to prove willful disobedience and that a Court could not proceed on surmises and conjectures.

13. In *Niaz Mohammad and others vs. State of Haryana and others*, AIR 1995 SC 308, it was held by a Three Judges Bench of the Supreme Court of India that before a contemner is punished for non-compliance of the directions of a Court, the Court must not only be satisfied about the disobedience but should also be satisfied that such disobedience was willful and intentional;

*"9. Section 2(b) of the Contempt of Courts Act, 1971 (hereinafter referred to as 'the Act') defines "Civil contempt to mean "wilful disobedience to any judgment, decree, direction, order writ or other process of a court... Where the contempt consists in failure to comply with or carry out an order of a Court made in favour of a party, it is a*

*civil contempt. The person or persons in whose favour such order or direction has been made can move the Court for initiating proceeding for contempt against the alleged contemner, with a view to enforce the right flowing from the order or direction in question. But such a proceeding is not like an execution proceeding under Code of Civil Procedure. The Party in whose favour an order has been passed, is entitled to the benefit of such order. The court while considering the issue as to whether the alleged contemner should be punished for not having complied and carried out the direction of the Court, has to take into consideration all facts and circumstances of a particular case. That is why the framers of the act while defining civil contempt, have said that it must be wilful disobedience to any judgment, decree, direction, order, writ or other process of a court, Before a contemner is punished for non compliance of the direction of a court, the court must not only be satisfied about the disobedience of any judgment, decree, direction or writ but should also be satisfied that such disobedience was wilful and intentional. The Civil Court while executing a decree against the judgment debtor is not concerned and bothered whether the disobedience to any judgment, or decree, was wilful. Once a decree has been passed it is the duty of the court to execute the decree whatever may be consequence thereof. But while examining the grievance of the person who has invoked the jurisdiction of the Court to initiate the proceeding for contempt for disobedience of its order, before any such contemner is held guilty and punished, the Court has to record a finding that such disobedience was wilful and intentional. If from the circumstances of a particular case, brought to the notice of the Court, the Court is satisfied that although there has been a disobedience but such disobedience is the result of some compelling circumstances under which it was not possible for the contemner to comply with the order, the Court may not punish the alleged contemner.”*

14. Reverting to the facts of the cases, it emerges that a compromise had been arrived at between the parties on 20.02.2018 during the pendency of the petition filed under section 125 Cr.P.C. The petition was disposed of on the basis of the said compromise. The relevant terms and conditions of the said compromise are as under :-

*“1). That party No.1 undertakes to pay regular maintenance to party No.2 of Rs.30,000/- per month, the said money will be transferred in the 2<sup>nd</sup> week of the every month in the bank account of party No.2 which is*

*as under:*

- a. Account Holder Name: Harvinder Grover*
  - b. Account No.55124556323*
  - c. IFSC Code:SBIN0050323*
  - d. Branch Address: SBI, Punjab State Electricity Board, Patiala.*
- 2). That Party No.1 has also agreed to pay regular electricity bill charges of the consumption which is being used in the matrimonial home by the party No.2.*
- 3) That Party No.1 is running a medical store under the name and style of M/s Grover Sons Sheran Wala Gate, Patiala. The party No.1 has agreed to provide all the medicines etc. to party No.2 free of cost and the party No.2 will be entitled to collect all. the medicines etc. required for her personal use.*
- 4) That the party No.2 is residing in a matrimonial home i.e. H. No. 29/4, Gian Niwas Sheran Wala Gate, Patiala, and party No.1 undertakes not to interfere or dispossess the party No.2 in any manner and party No.2 has every right to utilize in any manner. The 1st floor of the said house is in possession of the son namely Charanpreet Singh.*
- 5) That the Party No. 1 will provide the time to time maintenance of the House & other civil works done periodically and will get the paint, whitewash etc after every four years.*
- 6) That the party No.1 has raised some loan from various financial institutions and Party No. 2 was the co-borrower. Now party No.1 undertakes to discharge all the liabilities due towards the said financial institutions himself and the party No.2 is not liable for any such liability & by virtue of this compromise her liability stands discharged.*
- 7) That by virtue of this compromise the parties have agreed to withdraw all the cases i.e. petition filed-by party No.1 pending before the Hon'ble Supreme Court of India, petition filed by party No.1 before the family court challenging the order of Lower Court for grant of interim maintenance, the petition filed by party No.2 against party No.1 U/s 125 Cr.P.C. and also for enhancement of interim maintenance: pending before the family court, Patiala.*
- 8) That a sum of Rs.2,06,000/- is pending due towards maintenance against party No.1. The said amount has been paid by the party No.1 to party No.2 through cheque No. 168223 dated 15/4/2018 drawn on Punjab National Bank amounting to Rs. 2,06,000/-.*
- 9) That Party No. 1 still owes an amount of Rs.4,40,000/- towards interim maintenance in 125 C.R.PC proceedings which is still pending. Party No. 2 had forgone her claim on the ground that Party No. 1 had agreed to pay maintenance of Rs. 30,000/- from 1.3.2018 which is being paid through cheque no. 168222 dated 15/3/2018 drawn on Punjab*

*National Bank for the aforesaid amount.*

*10) That in case the party No.1 backs out from the skid compromise/agreement, then party No.2 will be entitled for maintenance of Rs. 1,00,000/- per month from due date alongwith arrears due given up amounting to Rs. 4,40,000/- which she can recover as per law against Party No. 1.*

*In' witness whereof this compromise is being executed at Patiala between above said parties after understanding the contents of the same to be true.”*

15. Ultimately, the revision petitions instituted against enhancement of the maintenance to Rs.1 lakh per month, vide order dated 11.08.2023, were disposed of on 13.09.2024 with the following directions:-

*“10. Accordingly, the present petition i.e. CRR (F)-1418-2023 filed by the husband is allowed, and the impugned order dated 11.08.2023 passed by the learned Additional Principal Judge, Family Court, Patiala, is set aside. Consequently, the petition filed by the wife i.e. CRR(F)-1336-2023 is hereby dismissed, however, the petitioner is directed to continue to abide by the terms and conditions of the compromise deed (Annexure P-1).”*

16. The petitioner is stated to have filed a special leave petition against the said order which is also stated to be pending. However, the same would have no bearing upon the present contempt petition.

17. Concededly, after the compromise having been arrived at, a sum of Rs.30,000 per month was regularly paid by the respondent till a default occurred and it was ordered by the Family Court, Patiala that a sum of Rs.1 lakh per month be awarded. The same was also paid till the decision was modified in criminal revisions. The stand of the respondent that on account of payment of Rs.1 lakh as maintenance, he could not pay the installments of the loan is not found to be unacceptable. After all, the respondent is also an old man howsoever affluent he may be. All documents which have been placed on record do show that he is a moneyed man but with many liabilities as well. Since he could not pay the installments, the

house in which the petitioner was staying was taken over under the provisions of the SARFEASI Act. During the course of proceedings before this Court, a number of offers were given by the respondent to the petitioner. It was said that he would purchase a house for her in almost the same locality but the said offer was declined. He also undertook to continue to pay Rs.30,000 per month. It was also offered that a house could be taken on rent for which he would pay the rent as well in addition to the maintenance. This was also not acceded to by the petitioner. It is not in doubt that the petition under Section 125 Cr.P.C had been disposed of with the observation that both sides would comply with the terms and conditions of the compromise and in the criminal revisions also, such an observation had come from the coordinate Bench. However, having examined the matter from all angles, this Court does not find the instant matter to be a case of willful disobedience of the terms and conditions of the compromise and the directions issued by the coordinate Bench in the criminal revision petitions on the basis of the undertaking. It has to be borne in mind that in matrimonial cases, it is mainly a clash of egos. No doubt, both sides are bound by the orders passed by the Courts, but as mentioned, the conduct of the respondent does not appear to be on contumacious. Both sides used to appear in Court and at no point of time was the conduct of the respondent found to be belligerent. It appears that both sides are victims of circumstances. At this right age, they are frequent visitors to Courts of law.

18. Under the circumstances, this Court finds no reason to hold the respondent guilty of having committed contempt of the orders passed by this Court. However, the petitioner can also not be left remediless. Under the circumstances, she would be at liberty to avail other remedies, as shall be admissible in law, for the redressal of her grievances.

19. As a consequence of the aforesaid discussion, the instant contempt petition is found to be devoid of merit and is accordingly dismissed with the liberty as stated in the preceding paragraph to the petitioner, in accordance with law.

**Pronounced on: 26.05.2026**

vcgarg

**(VIKRAM AGGARWAL)  
JUDGE**

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No