



\$~48 to 67

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

+ CRL.M.C. 4870/2024 & CRL.M.A. 18570/2024, CRL.M.A. 31260/2025

+ CRL.M.C. 4871/2024 & CRL.M.A. 18573/2024

+ CRL.M.C. 4872/2024 & CRL.M.A. 18576/2024

+ CRL.M.C. 4882/2024 & CRL.M.A. 18614/2024

+ CRL.M.C. 4873/2024 & CRL.M.A. 18579/2024

+ CRL.M.C. 4883/2024 & CRL.M.A. 18617/2024

+ CRL.REV.P.799/2024,CRL.M.A.18632/2024 & CRL.M.A. 18635/2024

+ CRL.M.C. 4876/2024 & CRL.M.A. 18588/2024

+ CRL.M.C. 4878/2024 & CRL.M.A. 18602/2024

+ CRL.M.C. 4886/2024 & CRL.M.A. 18630/2024

+ CRL.REV.P. 798/2024 & CRL.M.A. 31268/2025

+ CRL.M.C. 4879/2024 & CRL.M.A. 18605/2024

+ CRL.M.C. 4880/2024 & CRL.M.A. 18608/2024

+ CRL.M.C. 4881/2024 & CRL.M.A. 18611/2024

+ CRL.M.C. 4885/2024 & CRL.M.A. 18623/2024

+ CRL.REV.P. 797/2024, CRL.M.A. 18593/2024 & CRL.M.A. 18596/2024

+ CRL.REV.P. 800/2024, CRL.M.A. 18636/2024 & CRL.M.A. 18639/2024

+ CRL.REV.P. 801/2024, CRL.M.A. 18640/2024, CRL.M.A. 18643/2024

+ CRL.REV.P. 802/2024, CRL.M.A. 18644/2024, CRL.M.A. 18647/2024

+ CRL.REV.P. 803/2024, CRL.M.A. 18648/2024, CRL.M.A. 18651/2024

SH. RAJPAL NAURANG YADAV & ANR.Petitioners

Through: Mr. Abhijat, Senior Advocate with
Mr. Harshvardhan Gupta and Mr.
Satyam Gupta, Advocates

versus



M/S. MURLI PROJECTS PVT. LTD & ANR.Respondents

Through: Mr. S.K. Sharma, Advocates.

CORAM:

HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

O R D E R

%

02.02.2026

1. The learned senior counsel appearing on behalf of the petitioners submits that the petitioners have not been able to comply with the last order as well as the earlier orders of this Court, and also with the settlement arrived at between the parties. The learned senior counsel fairly concedes that the petitioners have been granted several opportunities and that considerable leniency has been shown to them by this Court on multiple occasions, when time was sought to deposit the settlement amount.
2. In the present case, this Court notes that the above-captioned petitions were listed for the first time on 28.06.2024. The Predecessor Bench, *vide* order dated 28.06.2024, observed that, without delving into the merits of the case, it was vehemently urged on behalf of the petitioners that they wished to sincerely explore the possibility of an amicable settlement with respondent no. 1. Considering the said request, the sentence awarded *vide* the impugned common judgment/order dated 29.05.2024 was suspended till the next date of hearing, and the matter was referred to mediation.
3. Thereafter, the interim order suspending the sentence was continued from time to time, as the matter remained pending for settlement between the parties. On 31.07.2025, this Court was constrained to note that although the sentence had been suspended as far back as 28.06.2024, on the undertaking of the petitioners that payment would be made, no payment had



been made for the last one year. It was also observed that the learned senior counsel had assured that an amicable settlement would be arrived at and that some payment would be made prior to the next date of hearing, failing which this Court would withdraw the suspension of sentence on the next date of hearing, i.e., 18.08.2025.

4. On 22.08.2025, this Court was informed by the learned senior counsel for the petitioners that two Demand Drafts (DDs) of ₹50 lakhs and ₹25 lakhs respectively would be deposited with the Registrar General of this Court, and that an amount of ₹9 crores still remained payable to the respondents. However, the said DDs were deposited only pursuant to the order dated 17.10.2025.

5. *What transpired thereafter is noteworthy.* On 17.10.2025, the petitioners assured this Court that they would make a payment of ₹2.5 crores to the respondent before the next date of hearing, i.e., 21.11.2025. However, inadvertently, the date for making payment was recorded as 28.11.2025 in the order dated 17.10.2025.

6. Taking advantage of the aforesaid, on 21.11.2025, the petitioners took the plea that they had not made the payment of ₹2.5 crores since, according to them, the date recorded by this Court was 28.11.2025. At their request, further time of 15 days was granted to make the said payment. The order dated 21.11.2025 recorded as under:

“2. Today, at request of the learned senior counsel for the petitioner, time of 15 more days is granted to the petitioner for making payment of the aforesaid amount, to the respondent(s).

3. List on 10.12.2025.”



7. However, even thereafter, the payment as assured was not made. On 10.12.2025, this Court was informed as under:

“1. The learned senior counsel appearing for the petitioners states that the petitioners herein will make payment of Rs. 40 lakhs by 16.12.2025 and Rs. 2.10 crores by 15.01.2026.

2. List on 18.12.2025 at 02:30 PM.”

8. Thus, the payment of ₹2.5 crores, which was initially to be made by 21.11.2025, was thereafter proposed to be made in installments, namely, ₹40 lakhs by 16.12.2025 and the remaining ₹2.10 crores by 15.01.2026.

9. However, it is material to note that the amount of ₹40 lakhs was not paid by 16.12.2025. On 18.12.2025, this Court was informed that copies of two Demand Drafts, dated 17.12.2025 and 19.12.2025, for sums of ₹25 lakhs and ₹15 lakhs, drawn in favour of the Registrar General of this Court, had been prepared and brought to the Court. Petitioner no. 1 also appeared through video-conferencing and stated that he would make payment of the remaining amount of ₹2.10 crores by 19.01.2026, in compliance with the order dated 10.12.2025.

10. But once again, the needful was not done. On 20.01.2026, it was informed that since the last order had not been uploaded, the petitioners could neither deposit the said demand drafts with the learned Registrar General nor make the further payment of ₹2.10 crores.

11. Even thereafter, this Court showed indulgence and permitted the petitioners to deposit the aforesaid demand drafts by 21.01.2026 and to make the further payment of ₹2.10 crores by 27.01.2026. The order dated 20.01.2026 reads as under:



“1. The learned senior counsel appearing on behalf of the petitioners submits that the petitioners will deposit ₹40 lakhs by tomorrow, before the Registrar General of this Court, in compliance with the order dated 18.12.2025.

2. The remaining amount of ₹2.10 crores, as mentioned in the last order, shall be paid by the petitioners on or before the next date of hearing.

3. List on 27.01.2026.”

12. It is also pertinent to note that all the aforesaid orders and directions were passed in the presence of the learned counsel for the parties and, in fact, at their request.

13. On 27.01.2026, the matter could not be taken up and, accordingly, the matter was adjourned for today.

14. *Shockingly*, even today, this Court has been informed that neither have the demand drafts been deposited with the learned Registrar General nor has the amount of ₹2.10 crores been paid.

15. It is now stated that there was some typographical error in the details of the demand drafts and, therefore, the same could not be deposited. This Court finds it difficult to accept such an explanation, particularly when the petitioners were aware as back as on 18.12.2025 that the demand drafts were incorrect, yet the Court was repeatedly informed about their preparation only to seek adjournments and further time. Even the amount of ₹2.10 crores has not been paid, and there is no explanation forthcoming for the continued default on that count.

16. ***In above background***, this Court is of the view that the conduct of the petitioner no. 1 deserves to be deprecated. Despite repeatedly giving



assurances and seeking indulgence of this Court, the petitioner no. 1 has failed to comply with the orders passed from time to time. As already noted above, on 18.12.2025, the learned senior counsel for the petitioners had stated that DDs amounting to ₹40 lakhs had been prepared and that the remaining amount of ₹2.10 crores would be paid by 19.01.2026. This statement was made despite the fact that the petitioner no. 1 was fully aware that further time was being granted only on their instructions and assurances.

17. Even thereafter, no steps were taken by the petitioner no. 1 either to deposit the DDs with the learned Registrar General or to rectify the alleged error in the drafts. No application was filed before this Court seeking clarification or permission in this regard. The explanation now offered that there was a typographical error in the DDs does not inspire confidence, particularly when the petitioner no. 1 was aware of the alleged error in the DDs as early as 18.12.2025, yet continued to seek adjournments without complying with the substantive directions of this Court. Even after the order dated 20.01.2026, whereby indulgence was again shown and time was granted to deposit the DDs by 21.01.2026 and to pay the amount of ₹2.10 crores by 27.01.2026, the petitioner no. 1 has failed to comply. ***Till date***, neither the amount of ₹40 lakhs has been deposited nor the amount of ₹2.10 crores has been paid, despite the payment of ₹2.5 crores having been assured much earlier.

18. Today, the learned senior counsel appearing for the petitioners informs this Court that he has been unable to contact the petitioner no. 1 as his mobile phone is switched off. It is further stated that, if granted time, the petitioner no. 1 is willing to deposit the amount of ₹40 lakhs by 03.02.2026.



This Court is not inclined to accept such an assurance, particularly in light of the consistent past conduct of the petitioner no. 1.

19. In view of the above background and the repeated breach of undertakings given before this Court, this Court finds no justification to continue the indulgence granted to the petitioner no. 1 earlier, specially in the case as the present one, where the petitioner no. 1 himself has admitted the liability and undertaken to repay the amount. Accordingly, the amount already deposited pursuant to earlier orders with the learned Registrar General of this Court, is directed to be released in favour of the respondent no. 1, on appropriate receipt and acknowledgement, keeping in view the fact that the petitioners stand convicted by the learned Trial Court and that petitioner no. 1 was required to make payment of ₹1.35 crores in each case (*seven cases, in total*).

20. However, in the interest of justice, the petitioner no. 1 is directed to surrender before the concerned Jail Superintendent by 04.02.2026, 4:00 PM, to serve the sentence awarded to him by the learned Trial Court. This limited indulgence is granted at the request of the learned senior counsel for the petitioners, who submits that the petitioner no. 1 is presently engaged in some professional work at Mumbai.

21. List on 05.02.2026, seeking compliance from the concerned Jail Superintendent.

22. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

FEBRUARY 02, 2026/A/TD