2025 INSC 325

REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 13999 OF 2024
(Arising out of SLP(C) No.13875 OF 2021)

SMT. LAVANYA C & ANR. … APPELLANT(S)

VERSUS

VITTAL GURUDAS PAI
SINCE DESEASED BY LRS.
& ORS. … RESPONDENT(S)

J U D G M E N T

SANJAY KAROL J.

1. This appeal arises out of judgment and order dated 23rd February 2021/16th March, 2021 passed in Miscellaneous First Appeal No.7055/2013(CPC) by the High Court of Karnataka at Bengaluru, whereby the respondents before the High Court, appellants herein (defendants in Trial Court), were held guilty of disobedience of their undertaking before the Trial Court of not alienating the property, subject matter of the suit.

The original defendants in the Trial Court through their counsel gave an undertaking which was allegedly disobeyed. The plaintiffs aggrieved thereby filed the case, which was dismissed, and they appealed to the High Court, ultimately resulting in a favourable order. The original defendants now aggrieved by being held in contempt, are appellants herein.

2. A brief resume of facts leading to the appeal are :

2.1 The respondents herein were the original plaintiffs in Original Suit No.4191 of 2007 seeking a declaration to the effect that agreement between the parties dated 30th April 2004, i.e., 'Joint Development Agreement'[1] to be "revoked rescinded and terminated." The JDA was entered into regarding the construction of residential apartments within a period of 24 months, on a turnkey basis.

2.2 Said construction was to be completed by 31st October 2006. However, the same could not be done. Legal notice intimating the cancellation of the JDA was issued on 23rd March 2007, and eventually, the subject Original Suit came to be filed.

2.3 The learned Trial Court eventually concluded *vide* judgment and order dated 2nd January 2017 that the plaintiffs could not prove that the construction made was in violation of the JDA and instead, the defendants proved that the

[1] 'JDA', for short

construction made by them was in accordance thereof. It was held that the plaintiffs were not entitled to the declaration and permanent injunction, as prayed for.

2.4 In the pendency of the above proceedings, record reveals that the counsel for the defendants undertook, on two occasions, i.e., 11th July 2007 and 13th August 2007 that they will not alienate the subject property to any third person. Allegedly, however, such undertaking was not abided by, which led to the filing of Interlocutory Application No.3 that came to be registered as Civil Misc. Application No.38 of 2011 under Order XXXIX Rule 2A of the Civil Procedure Code, 1908[2].

2.5 The concerned Court framed the following issues :

> "1) Whether the petitioners have made out a case of breach or willful disobedience by the respondents of order passed by this court in pursuance of undertaking given by the defendant and order of injunction dated 17.11.2007 beyond all reasonable doubts?
> 2) What order?"

2.6 The Court considered the jurisdiction which has been agitated, observing that the said power is punitive in nature and akin to imposing punishment for civil contempt under the Contempt of Courts Act, 1971. It was concluded as under :

[2] Hereafter 'CPC'

"38. **It is significant to note that advocate for petitioners have produced 10 photos of suit property, which depict that suit property is still vacant and foundation is lying. But, here in this case, the petitioners have contended that the flats were sold by the respondents inspite of Court Order. Moreover,, the description of the suit property is incomplete and ambiguous. Therefore, the averment/contention of the petitioners is not believable.**

39. In view of aforesaid reasons and observations made, I can safely conclude that the petitioners are failed to prove their case beyond all reasonable doubt that the respondents are knowingly and willfully disobeyed the injunction order of this Court. : There is no sufficient and satisfactory materials on record to come to conclusion that the respondents have knowingly and willfully disobeyed and committed the breach of order of this Court. Hence, respondents are entitled for benefit of doubt. Therefore, I answer aforesaid point No.1 in **Negative.**

40. **Point No.2** : For the foregoing reasons and in view of my findings and discussions, I proceed to pas the following :

ORDER

In the result, therefore this Civil Misc. petition (I.A. No.3) filed by the petitioners U/o XXXIX Rule 2A and U/s.151 of CPC against the respondents is liable to be rejected. Accordingly, it is dismissed.

Parties shall bear their own costs."

2.7 Aggrieved by this order, the High Court was approached by way of Misc. First Appeal No.7055 of 2013 (CPC) under Order XLIII Rule 1(r) read with 104(i) of CPC.

The question to be considered was whether the lower Court's order is sustainable in law.

Impugned Judgment

3. A question of maintainability of the application under Order XXXIX Rule 2A was raised. With reference to ***Samee Khan v. Bindu Khan***[3], it was held that even if the injunction order was subsequently set aside, the disobedience thereof is not erased. The subsequent dismissal of a suit does not absolve the party of liability of breach of injunction order. That apart, it was observed that an appeal against the Trial Court's dismissal of the Original Suit was also pending before the High Court bearing R.F.A.No.592/2017.

3.1 The substance of the dispute is that on 11th July 2007, the counsel for the appellants herein filed memo as follows :

> "The undersigned counsel ***undertake*** that the defendants have ***not alienate*** the suit schedule property to any third person"

3.2 Subsequently, on two dates 13th August and 17th November, 2007 the proceedings of the Trial Court have been taken note of by the Trial Court in paras 26 to 28, which read as follows :

[3] (1998) 7 SCC 59

"26. Then the matter was adjourned to ***13.08.2007***. On ***13.08.2007***, the advocate for the defendants filed another memo which reads as follows :

> "The undersigned counsel ***undertake*** that they have ***not alienate*** the suit schedule property in the above case."

27. Then the trial Court ordered to list the matter on ***17.11.2007***. On 17.11.2007, the defendants' Counsel failed to appear before the Court. The plaintiffs' Counsel submitted to the Court about the undertaking given by the defendants' Counsel. Under such circumstances, the trial Court passed the following order:

> "Parties to the suit called out. Absent. Learned Counsel for the plaintiff is present. Learned Counsel for the defendant is absent. ***On the last date the learned Counsel for the defendants had undertaken that the defendants will not alienate suit property.*** Today neither defendants nor learned Counsel for the defendants are present. I.A. I & II cannot be heard as the defendants and learned Counsel for defendant Nos.1 to 3 are absent. ***Hence, it is hereby ordered that defendants 1 to 3 shall not alienate the suit property till next date.*** For hearing of IA I & II and to call the parties under Section 89 of CPC. Call on 08.12.2007."

28. That order was extended from time to time. Subsequent to 17.11.2007, the defendants executed the sale deeds under Exs.P3 to P5, Ex.P7 to P13, the dates of which are as follows :

> ***Ex.P3–19.11.2007 Ex.P4-03.12.2008***
> ***Ex.P5–01.07.2008 Ex.P7-15.06.2009***
> ***Ex.P8–06.08.2008 Ex.P9-13.12.2011***
> ***Ex.P10–19.11.2007Ex.P11-01.07.2008***
> ***Ex.P12-03.12.2008 Ex.P13-15.06.2009***"

3.3 The Court citing various judicial pronouncements observed that there was no merit in the contention that injunction order is invalid. The order of the lower Court was set aside, and the appellants herein were held guilty of disobedience of their undertaking made before the Trial Court.

3.4 *Vide* order dated 16th March 2021 the appellants were held guilty of contempt of Court. Contemnor No.3, namely, Chalsani R.B. who is the second appellant herein, was directed to be detained in a civil prison for a period of three months and his property, subject matter of suit, to be attached for a period of one year. Contemnor No.2, namely, Smt. Lavanya C., the first appellant herein, *qua* her it was directed that the subject matter property be attached for a period of one year. It was further directed that both the contemnors shall pay a sum of Rs.10 lakhs within four weeks, as compensation for the hardship caused to the respondents herein. The part of the order directing attachment was stayed for a period of 60 days.

Our Consideration

4. It is this order of the High Court which is sought to be challenged in this appeal. By way of the special leave petition, it has been urged, *inter alia* :

a) In the prayers made in the application under Order XXXIX Rule 1 and 2, no specific prayer, restraining the parties from creating third party rights, has been made. The Trial Court has observed that the description of property is ambiguous, incomplete and that no satisfactory material has been brought on record to show wilful disobedience on the part of the appellants, hence, they are entitled to the benefit of doubt.

b) There has been deliberate suppression of facts on the part of the respondents herein regarding construction of apartments and selling off a part thereof, even prior to filing of the original Suit.

c) An unconditional apology has been tendered before the Court and the appellants herein have no intent or desire to disrespect any order passed by a competent Court.

d) The sentence imposed, in the attending facts and circumstances, is unjustified given that the second appellant is a person of advanced years and suffers from various ailments.

5. We have heard learned counsel for the parties and perused the record. The question to be considered is whether the High Court was correct in setting aside the order of the Court below, holding the appellants herein not guilty of wilful disobedience of their undertaking given to the Court.

6. A few dates require immediate recall. The undertaking subject matter of controversy was given by the counsel on 11th July 2007 and reiterated on 13th August 2007. The Trial Court made such an undertaking into an order of the Court on 17th November 2007. The same was extended at regular intervals. The application for violation of the undertaking/order of the Court under Order XXXIX Rule 2A was made in 2011. An order was made dismissing the application on 2nd August 2013. Immediately thereafter, an appeal was filed before the High Court. In the pendency of this appeal, the Original Suit came to be decided on 2nd January 2017. An appeal against such dismissal of the Original Suit was pending before the High Court on the date that the impugned judgment came to be passed.

7. Although of primary concern, in this appeal is the sentence of imprisonment and compensation to be paid by the appellants herein, it would be apposite to take note of the contours of Order XXXIX Rule 1, Rule 2 and Rule 2A.

7.1 A Three-Judge Bench in ***Wander Limited & Anr. v. Antox India Pvt. Ltd.***[4] observed as follows :

"**9.** .....

> "...is to protect the plaintiff against injury by violation of his rights for which he could not adequately be compensated in damages recoverable in the action if the uncertainty were resolved in his favour at the trial. The need for

[4] 1990 (Suppl) SCC 727

> such protection must be weighed against the corresponding need of the defendant to be protected against injury resulting from his having been prevented from exercising his own legal rights for which he could not be adequately compensated. The court must weigh one need against another and determine where the 'balance of convenience' lies."

x x x x

14. The appeals before the Division Bench were against the exercise of discretion by the Single Judge. In such appeals, the appellate court will not interfere with the exercise of discretion of the court of first instance and substitute its own discretion except where the discretion has been shown to have been exercised arbitrarily, or capriciously or perversely or where the court had ignored the settled principles of law regulating grant or refusal of interlocutory injunctions. An appeal against exercise of discretion is said to be an appeal on principle. Appellate court will not reassess the material and seek to reach a conclusion different from the one reached by the court below if the one reached by that court was reasonably possible on the material. The appellate court would normally not be justified in interfering with the exercise of discretion under appeal solely on the ground that if it had considered the matter at the trial stage it would have come to a contrary conclusion. If the discretion has been exercised by the trial court reasonably and in a judicial manner the fact that the appellate court would have taken a different view may not justify interference with the trial court's exercise of discretion. After referring to these principles Gajendragadkar, J. in *Printers (Mysore) Private Ltd.* v. *Pothan Joseph* [(1960) 3 SCR 713 : AIR 1960 SC 1156] : (SCR 721)

> "... These principles are well established, but as has been observed by Viscount Simon in *Charles Osenton & Co.* v. *Jhanaton* [1942 AC 130] '...the law as to the reversal by a court of appeal of an order made by a judge below in the exercise of his discretion is well established, and any difficulty that arises is due only to the

> application of well settled principles in an individual case'."
>
> The appellate judgment does not seem to defer to this principle."
>
> (Emphasis supplied)

7.2 A recent judgment of this Court in ***Ramakant Ambalal Choksi v. Harish Ambalal Choksi***[5], referring to ***Dalpat Kumar v. Prahlad Singh***[6] has reiterated the principles governing the grant of temporary injunction.

7.3 The aspect of disobedience of an order of temporary injunction has been discussed in detail in ***Kanwar Singh Saini v. High Court of Delhi***[7], in the following terms :

> "**17.** Application under Order 39 Rule 2-A CPC lies only where disobedience/breach of an injunction granted or order complained of was one that is granted by the court under Order 39 Rules 1 and 2 CPC, which is naturally to enure during the pendency of the suit. However, once a suit is decreed, the interim order, if any, merges into the final order. No litigant can derive any benefit from mere pendency of case in a court of law, as the interim order always merges in the final order to be passed in the case and if the case is ultimately dismissed, the interim order stands nullified automatically. (Vide *A.R. Sircar* v. *State of U.P.* [1993 Supp (2) SCC 734 : 1993 SCC (L&S) 896 : (1993) 24 ATC 832], *Shiv Shanker* v. *U.P. SRTC* [1995 Supp (2) SCC 726 : 1995 SCC (L&S) 1018 : (1995) 30 ATC 317], *Arya Nagar Inter College* v. *Sree Kumar Tiwary* [(1997) 4 SCC 388 : 1997 SCC (L&S) 967 : AIR 1997 SC 3071], *GTC*

[5] 2024 SCC OnLine 3538
[6] (1992) 1 SCC 719
[7] (2012) 4 SCC 307

Industries Ltd. v. *Union of India* [(1998) 3 SCC 376 : AIR 1998 SC 1566] and *Jaipur Municipal Corpn.* v. *C.L. Mishra* [(2005) 8 SCC 423] .)

18. In case there is a grievance of non-compliance with the terms of the decree passed in the civil suit, the remedy available to the aggrieved person is to approach the execution court under Order 21 Rule 32 CPC which provides for elaborate proceedings in which the parties can adduce their evidence and can examine and cross-examine the witnesses as opposed to the proceedings in contempt which are summary in nature. Application under Order 39 Rule 2-A CPC is not maintainable once the suit stood decreed. Law does not permit to skip the remedies available under Order 21 Rule 32 CPC and resort to the contempt proceedings for the reason that the court has to exercise its discretion under the 1971 Act when an effective and alternative remedy is not available to the person concerned. Thus, when the matter relates to the infringement of a decree or decretal order embodies rights, as between the parties, it is not expedient to invoke and exercise contempt jurisdiction, in essence, as a mode of executing the decree or merely because other remedies may take time or are more circumlocutory in character. Thus, the violation of permanent injunction can be set right in executing the proceedings and not the contempt proceedings. There is a complete fallacy in the argument that the provisions of Order 39 Rule 2-A CPC would also include the case of violation or breach of permanent injunction granted at the time of passing of the decree."

7.4 In ***Samee Khan*** (supra), it was observed that :

"**12.** But the position under Rule 2-A of Order 39 is different. Even if the injunction order was subsequently set aside, the disobedience does not get erased. It may be a different matter that the rigour of such disobedience may be toned down if the order is subsequently set aside. For what purpose is the property to be attached in the case of disobedience of the order of injunction? Sub-rule (2) provides that if the disobedience or breach continues

> beyond one year from the date of attachment, the court is empowered to sell the property under attachment and compensate the affected party from such sale proceeds."

8. There is no question as to the maintainability of the application before this Court. It is also true that the order, in the challenge against which the impugned judgment was passed, was made in the pendency of the original suit and, therefore, it is saved from that bar as well. No error, therefore, can be found on the exercise of such jurisdiction.

9. The next point which needs consideration is the relationship between an advocate and his client. The appellants have cast certain aspersions on their counsel to the effect that he, allegedly, gave the undertaking, germane to the instant controversy, without express authorization. This Court has, time and again, taken note of the fiduciary relationship between an advocate and his client. We may notice a few decisions as follows:

9.1 In ***Kokkanda B. Poondacha v. K.D. Ganapathi***[8], it was held :

> "**12.** At this stage, we may also advert to the nature of relationship between a lawyer and his client, which is solely founded on trust and confidence. A lawyer cannot pass on the confidential information to anyone else. This is so because he is a fiduciary of his client, who reposes trust and confidence in the lawyer. Therefore, he has a duty to fulfil all his obligations towards his client with

[8] (2011) 12 SCC 600

> care and act in good faith. Since the client entrusts the whole obligation of handling legal proceedings to an advocate, he has to act according to the principles of uberrima fides i.e. the utmost good faith, integrity, fairness and loyalty.
>
> x x x
>
> **14.** An analysis of the above reproduced Rules shows that one of the most important duties imposed upon an advocate is to uphold the interest of the client fearlessly by all fair and honourable means. An advocate cannot ordinarily withdraw from engagement without sufficient cause and without giving reasonable and sufficient notice to the client. If he has reason to believe that he will be a witness in the case, the advocate should not accept a brief or appear in the case."

9.2 The nature of the profession was highlighted by a Bench of this Court in ***State of U.P. v. U.P. State Law Officers' Assn.***[9], in the following terms :

> "**14.** Legal profession is essentially a service-oriented profession. The ancestor of today's lawyer was no more than a spokesman who rendered his services to the needy members of the society by articulating their case before the authorities that be. The services were rendered without regard to the remuneration received or to be received. With the growth of litigation, lawyering became a full-time occupation and most of the lawyers came to depend upon it as the sole source of livelihood. The nature of the service rendered by the lawyers was private till the Government and the public bodies started engaging them to conduct cases on their behalf. The Government and the public bodies engaged the services of the lawyers purely on a contractual basis either for a specified case or for a specified or an unspecified period. Although the contract in some cases prohibited the lawyers from accepting private briefs, the nature of the contract did not alter from one of professional engagement to that of employment. The lawyer of the

[9] 1994 (2) SCC 204

> Government or a public body was not its employee but was a professional practitioner engaged to do the specified work. This is so even today, though the lawyers on the full-time rolls of the Government and the public bodies are described as their law officers. It is precisely for this reason that in the case of such law officers, the saving clause of Rule 49 of the Bar Council of India Rules waives the prohibition imposed by the said rule against the acceptance by a lawyer of a full-time employment.
>
> **15.** The relationship between the lawyer and his client is one of trust and confidence. The client engages a lawyer for personal reasons and is at liberty to leave him also, for the same reasons. He is under no obligation to give reasons for withdrawing his brief from his lawyer. The lawyer in turn is not an agent of his client but his dignified, responsible spokesman. He is not bound to tell the court every fact or urge every proposition of law which his client wants him to do, however irrelevant it may be. He is essentially an adviser to his client and is rightly called a counsel in some jurisdictions. Once acquainted with the facts of the case, it is the lawyer's discretion to choose the facts and the points of law which he would advance. Being a responsible officer of the court and an important adjunct of the administration of justice, the lawyer also owes a duty to the court as well as to the opposite side. He has to be fair to ensure that justice is done. He demeans himself if he acts merely as a mouthpiece of his client. This relationship between the lawyer and the private client is equally valid between him and the public bodies."

9.3 Observations made in ***Himalayan Coop. Group Housing Society v. Balwan Singh***[10], by a Bench of three Judges are also instructive for our purposes presently :

> "**22.** Apart from the above, in our view lawyers are perceived to be their client's agents. The law of agency

[10] (2015) 7 SCC 373

may not strictly apply to the client-lawyer's relationship as lawyers or agents, lawyers have certain authority and certain duties. Because lawyers are also fiduciaries, their duties will sometimes be more demanding than those imposed on other agents. The authority-agency status affords the lawyers to act for the client on the subject-matter of the retainer. One of the most basic principles of the lawyer-client relationship is that lawyers owe fiduciary duties to their clients. As part of those duties, lawyers assume all the traditional duties that agents owe to their principals and, thus, have to respect the client's autonomy to make decisions at a minimum, as to the objectives of the representation. Thus, according to generally accepted notions of professional responsibility, lawyers should follow the client's instructions rather than substitute their judgment for that of the client. The law is now well settled that a lawyer must be specifically authorised to settle and compromise a claim, that merely on the basis of his employment he has no implied or ostensible authority to bind his client to a compromise/settlement. To put it alternatively that a lawyer by virtue of retention, has the authority to choose the means for achieving the client's legal goal, while the client has the right to decide on what the goal will be. If the decision in question falls within those that clearly belong to the client, the lawyer's conduct in failing to consult the client or in making the decision for the client, is more likely to constitute ineffective assistance of counsel.

x x x

30. The Privy Council in *Sourendra Nath Mitra* v. *Tarubala Dasi* [(1929-30) 57 IA 133 : (1930) 31 LW 803 : AIR 1930 PC 158] , has made the following two observations which hold relevance to the present discussion : (IA pp. 140-41)

> "Two observations may be added. First, the implied authority of counsel is not an appendage of office, a dignity added by the courts to the status of barrister or advocate at law. It is implied in the interests of the client, to give the fullest beneficial effect to his

> employment of the advocate. Secondly, the implied authority can always be countermanded by the express directions of the client. No advocate has actual authority to settle a case against the express instructions of his client. If he considers such express instructions contrary to the interests of his client, his remedy is to return his brief."

(See: *Jamilabai Abdul Kadar* v. *Shankarlal Gulabchand* [(1975) 2 SCC 609] and *Svenska Handelsbanken* v. *Indian Charge Chrome Ltd.* [(1994) 2 SCC 155])

31. Therefore, it is the solemn duty of an advocate not to transgress the authority conferred on him by the client. It is always better to seek appropriate instructions from the client or his authorised agent before making any concession which may, directly or remotely, affect the rightful legal right of the client. The advocate represents the client before the court and conducts proceedings on behalf of the client. He is the only link between the court and the client. Therefore his responsibility is onerous. He is expected to follow the instructions of his client rather than substitute his judgment.

32. Generally, admissions of fact made by a counsel are binding upon their principals as long as they are unequivocal; where, however, doubt exists as to a purported admission, the court should be wary to accept such admissions until and unless the counsel or the advocate is authorised by his principal to make such admissions. Furthermore, a client is not bound by a statement or admission which he or his lawyer was not authorised to make. A lawyer generally has no implied or apparent authority to make an admission or statement which would directly surrender or conclude the substantial legal rights of the client unless such an admission or statement is clearly a proper step in accomplishing the purpose for which the lawyer was employed. We hasten to add neither the client nor the court is bound by the lawyer's statements or admissions as to matters of law or legal conclusions. Thus, according

> to generally accepted notions of professional responsibility, lawyers should follow the client's instructions rather than substitute their judgment for that of the client. We may add that in some cases, lawyers can make decisions without consulting the client. While in others, the decision is reserved for the client. It is often said that the lawyer can make decisions as to tactics without consulting the client, while the client has a right to make decisions that can affect his rights."
>
> (Emphasis supplied)

9.4 Recently, a coordinate Bench of this Court in ***Bar of Indian Lawyers v. National Institute of Communicable Diseases***[11], which also comprised one of us (Mithal J.) speaking through Trivedi J., observed :

> "**51.** When we examine the relationship between an advocate and his client from this point of view, the following unique attributes become clear:
>
> **51.1.** Advocates are generally perceived to be their client's agents and owe fiduciary duties to their clients.
>
> **51.2.** Advocates are fastened with all the traditional duties that agents owe to their principals. For example, advocates have to respect the client's autonomy to make decisions at a minimum, as to the objectives of the representation.
>
> **51.3.** Advocates are not entitled to make concessions or give any undertaking to the court without express instructions from the client.
>
> **51.4.** It is the solemn duty of an advocate not to transgress the authority conferred on him by his client.
>
> **51.5.** An advocate is bound to seek appropriate instructions from the client or his authorised agent before taking any action or making any statement or concession

[11] (2024) 8 SCC 430

> which may, directly or remotely, affect the legal rights of the client.
>
> **51.6.** The Advocate represents the client before the court and conducts proceedings on behalf of the client. He is the only link between the court and the client. Therefore, his responsibility is onerous. He is expected to follow the instructions of his client rather than substitute his judgment."
>
> (Emphasis supplied)

10. The above judgments make clear that a lawyer-client relationship is fiduciary in nature and the former is cast in terms of agency of the latter. It is also clear that the lawyer is to respect the decision-making right of the client. It flows from this that any undertaking given to a Court cannot be without requisite authority from the client.

11. The appellants herein would have us believe that the undertaking to not alienate the subject matter property, which, undoubtedly, has far-reaching implications, extending over a large period of time. We find such a situation difficult to accept. The undertaking, subject matter of controversy, was given in July 2007 and the miscellaneous application was filed in the year 2011, i.e., after a period of four and a half years. Had the situation been that the said undertaking was without requisite authority, the clients were perfectly within their rights to seek discharge of that order, however, no such step was taken.

12. The same undertaking was re-emphasized a month later, on 13th August 2007 and was later made into an order of the Court which, as already observed supra, was extended from time to time. Alienation of the subject matter property despite express orders of the Court, in our view, entirely justify the stand taken by the High Court in punishing the appellants for contempt of Court.

13. The powers of contempt of Court have been provided for the purposes of ensuring that the dignity and majesty of law is always maintained. Such purpose is aptly captured in the words of the Constitution Bench in ***Supreme Court Bar Assn. v. Union of India***[12], as follows:

> "**42.** The contempt of court is a special jurisdiction to be exercised sparingly and with caution whenever an act adversely affects the administration of justice or which tends to impede its course or tends to shake public confidence in the judicial institutions. This jurisdiction may also be exercised when the act complained of adversely affects the majesty of law or dignity of the courts. The purpose of contempt jurisdiction is to uphold the majesty and dignity of the courts of law. It is an unusual type of jurisdiction combining "the jury, the judge and the hangman" and it is so because the court is not adjudicating upon any claim between litigating parties. This jurisdiction is not exercised to protect the dignity of an individual judge but to protect the administration of justice from being maligned. In the general interest of the community it is imperative that the authority of courts should not be imperilled and there should be no unjustifiable interference in the

[12] (1998) 4 SCC 409

> administration of justice. It is a matter between the court and the contemner and third parties cannot intervene. It is exercised in a summary manner in aid of the administration of justice, the majesty of law and the dignity of the courts. No such act can be permitted which may have the tendency to shake the public confidence in the fairness and impartiality of the administration of justice."

When there has been an express violation of an order of a Court, as is in the present case, the exercise of contempt jurisdiction cannot be faulted with. The judgment of the High Court is, therefore, confirmed.

14. In the attending facts and circumstances, keeping in view the fact that at the time of filing of this appeal, the appellant No.1 herein, who was the contemnor No.3 before the High Court, was 63 years of age and today must approximately be of 68 years of age, we modify the impugned order to the extent that the three months confinement in civil prison shall stand deleted. The rest of the order regarding attachment of property remains undisturbed. Additionally, the amount of compensation payable by the appellants herein shall stand enhanced from a sum of Rs.10 lakhs to Rs.13 lakhs.

15. The appeal is partly allowed and disposed of with the above modification to the impugned order. The amount of compensation shall also carry simple interest @6% from the date of the judgment of the lower Court, i.e., 2nd August 2013.

Pending application, if any, shall stand disposed of.

.....J.
(PANKAJ MITHAL)

.....J.
(SANJAY KAROL)

New Delhi;
March 5, 2025.