

**SMT. LAVANYA C & ANR.**

**versus**

**VITTAL GURUDAS PAI SINCE  
DESEASED BY LRS. & ORS.**

**2025 Supreme Court**

**Provision Involved-:**

**Order 39 Rule 2A CPC**

**Facts-** plaintiffs in Original Suit sought a declaration to the effect that agreement between the parties dated 30th April 2004, i.e., 'Joint Development Agreement' to be "revoked rescinded and terminated."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.

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 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.

### **Present context-**

During the pendency of the case 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 and the defendants alienated a few of the flats and the sale deeds were placed on the record, 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

**The undertaking was given not by the party but by their counsel.**

### **Contentions of the defendant-**

**That the main suit has been decided and the interim order if any passed merged with the decree.**

**That the counsel was not instructed by the defendant to make any undertaking in the court.**

## **2A. Consequence of disobedience or breach of injunction.**

**(1) In the case of disobedience of any injunction granted or other order made under rule 1 or rule 2 or breach of any of the terms on which the injunction was granted or the order made, the Court granting the injunction or making the order, or any Court to which the suit or proceeding is transferred, may order the property of the person guilty of such disobedience or breach to be attached, and may also order such person to be detained in the civil prison for a term not exceeding three months, unless in the meantime the Court directs his release.**

**(2) No attachment made under this rule shall remain in force for more than one year, at the end of which time if the disobedience or breach continues, the property attached may be sold and out of the proceeds, the Court may award such compensation as it thinks fit to the injured**

**party and shall pay the balance, if any, to the party entitled thereto.**

- . COURT relied on -Samee Khan v. Bindu Khan (1998):**
  - The Supreme Court established that disobedience of an injunction order remains punishable even if the order is subsequently set aside.
  - "Even if the injunction order was subsequently set aside, the disobedience does not get erased" -this principle upholds court authority regardless of the final outcome of litigation.
  - While the severity of punishment may be reduced if an injunction is later set aside, the contemptuous

**act itself cannot be retroactively legitimized.**

- **The case created a clear obligation for litigants to obey court orders while they are in force, rather than gambling on the possibility of eventual reversal.**