



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

COCP-2722-2026

Manu Chopra

. . . . Petitioner

Vs.

Parul Chopra

. . . . Respondent

COCP-5513-2025

Parul Chopra

. . . . Petitioner

Vs.

Manu Chopra

. . . . Respondent

Reserved on: 12.08.2026

Pronounced on: 17.08.2026

Pronounced fully/operative part: Fully

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Argued by:- Mr. J.S. Gill, Advocate,
Mr. Aakash Sharma, Advocate and
Mr. Ramninder Singh, Advocate
for the petitioner.

Mr. Shaurya Khanna, Advocate for the
applicant in CM-6082-CII-2026 and
CM-11271-CII-2026.

Mr. Sushant Kareer, Advocate and
Mr. Jaskaran Singh Matharu, Advocate for the
respondent in COCP-5513-2025 and for the
petitioner in COCP-2722-2026.

DEEPAK GUPTA, J.

By way of the present petition filed under Article 215 of the
Constitution of India read with Sections 10 and 12 of the Contempt of
Courts Act, 1971 (hereinafter referred to as 'the Act'), the petitioner seeks
initiation of contempt proceedings against the respondent for alleged will-



ful and deliberate disobedience of the order dated 01.05.2024 (*Annexure P-5*) passed by this Court in CR No.3551 of 2022, as well as the order dated 14.08.2024 (*Annexure P-6*) passed by the Hon'ble Supreme Court in SLP(C) No.28065 of 2024, whereby the order dated 21.05.2022 (*Annexure P-4*), passed by learned Additional Principal Judge Family Court, Gurugram, was upheld directing the respondent to pay an amount of ₹60,000/- per month as maintenance from 09.02.2017 onwards in terms of paragraph 10 of the Settlement Deeds effected between the parties.

2. The controversy essentially relates to the obligation of the respondent to pay ₹60,000/- per month towards maintenance of the two sons born out of the wedlock of the parties, in terms of the settlement entered into between the parties, which was subsequently modified and ultimately incorporated in the decree of divorce by mutual consent dated 09.02.2017.

Factual Background :

3. The parties were married on 19.10.2001. Two sons, namely, Abhimanyu Chopra and Siddhartha Chopra, were born from the wedlock. On account of matrimonial discord, the parties decided to part ways and, with a view to settle their inter se disputes relating to custody, visitation, maintenance and other connected issues, entered into a settlement dated 04.08.2014 (*Annexure P-1*) in the presence of the learned District Judge, Family Court, Gurugram. The settlement was partly modified on 22.07.2016 (*Annexure P-2*). Thereafter, the marriage was dissolved by a decree of divorce by mutual consent dated 09.02.2017 (*Annexure P-3*) under Section 13-B of the Hindu Marriage Act, 1955, incorporating the terms of settlement.

4. Under Clause 9 of the settlement, the respondent agreed to pay ₹35,00,000/- towards permanent alimony and maintenance to the petitioner. It was recorded that, as on the date of the settlement, the respondent was paying ₹60,000/- per month towards maintenance of the petitioner and the two children.



5. Clause 10 of the settlement, which is material for the present controversy, provided that the respondent would continue to pay ₹60,000/- per month as maintenance for the two children. The same clause further stipulated that the respondent would bear their school fees and other school-related expenditure, including school trips, books and uniforms, besides providing medical insurance. Thus, the monthly maintenance obligation and the educational expenditure were separately contemplated.

6. Clause 11 further provided that the children, who were then studying in Ridge Valley School, Gurugram, would continue in the said school till Class XII unless the parties mutually agreed to withdraw either or both of them.

7. It is not in dispute that the settlement was acted upon to the extent that ₹35,00,000/- was paid to the petitioner towards permanent alimony and she was also given an undivided 50% share in the residential property. The two children remained with the petitioner, while the respondent retained visitation rights and shared custody during school vacations.

8. Disputes subsequently arose regarding payment of the monthly maintenance amount. According to the petitioner, the respondent stopped regularly making payment of ₹60,000/- per month, compelling her to initiate execution proceedings before the learned Family Court, Gurugram. The said proceedings culminated in the order dated 21.05.2022 (*Annexure P-4*), whereby a conditional warrant of arrest was issued after substantial arrears had accumulated.

9. The respondent challenged the aforesaid order before this Court by filing CR No.3551 of 2022. This Court, vide order dated 01.05.2024 (*Annexure P-5*), dismissed the revision petition. While doing so, the Court specifically considered the respondent's plea that the chil-



dren had been admitted by him to Kodaikanal International School, a residential school, and that he was bearing their educational expenses.

10. This Court observed that, under the settlement, the respondent could not unilaterally alter the arrangement. It was further held that if there had been a change in circumstances warranting modification of the maintenance arrangement, the respondent was required to approach the competent Court for that purpose and could not himself alter the terms of the subsisting arrangement. The Court accordingly held that, unless the maintenance order was modified, the respondent remained bound to obey it in its letter and spirit. The revision petition was dismissed, though one month's time was granted to clear the arrears, failing which the Executing Court was left free to proceed in accordance with law.

11. The respondent thereafter approached the Hon'ble Supreme Court. The Special Leave Petition was dismissed on 14.08.2024 (*Annexure P-6*) with costs of ₹50,000/-. The Hon'ble Supreme Court noticed the very plea that the children had been admitted to a residential school and that the respondent had deposited substantial amounts towards their school fees. The Court declined to interfere with the order under challenge and dismissed the petition as misconceived, with costs.

12. According to the petitioner, although the arrears, which were the subject matter of the earlier execution proceedings were cleared, the respondent again defaulted in making the monthly payments and stopped making regular payment from June 2024 onwards. It was asserted during arguments that an amount of ₹14,70,000/- was outstanding as on 31.07.2026.

13. The petitioner further alleges that, in violation of Clause 11 of the settlement, the respondent unilaterally caused the children to be shifted from Ridge Valley School to Kodaikanal International School without her consent and thereafter sought to rely upon the children's board-



ing-school education as a justification for withholding the monthly maintenance amount.

14. The respondent, in reply, submits that he has complied with the order dated 01.05.2024 (Annexure P-5) and that contempt proceedings cannot be initiated because this Court had granted one month's time for payment of the then existing arrears and had thereafter left the Executing Court free to proceed in accordance with law. It is also contended that the present proceedings are essentially an attempt to execute a decree through contempt jurisdiction, whereas an efficacious remedy of execution is available under Section 18 of the Family Courts Act, 1984. Reliance has been placed upon ***Chaduranga Kanthraj Urs and another v. P. Ravi Kumar and others, 2024 INSC 957.***

15. The respondent further contends that both children have been residing with him since 2021; that he has been bearing their educational and other expenses and that both have now attained majority. He asserts that he has made substantial payments directly towards their education and personal needs. It is therefore contended that, in view of the changed circumstances, he is no longer liable to pay ₹60,000/- per month to the petitioner.

16. The respondent also alleges that the petitioner has misutilised the maintenance amount by spending it on personal expenses and international travel. It is further alleged that she has been letting out the jointly owned residential property through Airbnb and other platforms without his consent. According to the respondent, these acts are also contrary to the settlement. He has already instituted civil proceedings seeking injunction and rendition of accounts in relation thereto.

17. The two sons have also filed applications bearing ***CM-11271-CII-2026 and CM-6082-CII-2026*** seeking their impleadment in the present contempt proceedings, alleging misuse of funds which, according to them, were intended for their maintenance and welfare.



18. It is also relevant that during pendency of the present contempt petition, the respondent-husband instituted a separate contempt petition (**COC-2722-2026**) against the petitioner-wife alleging violation of the settlement on account of the alleged letting out of the joint property and misuse of maintenance funds. Notice in that petition has not been issued so far.

19. The matter has been heard at length. The record has been carefully considered.

Scope of Contempt Jurisdiction:

20. The first question, which arises for consideration is whether the present petition is maintainable at all on the ground that the petitioner has an alternative remedy of execution.

21. Section 2(b) of the Contempt of Courts Act, 1971 Act defines civil contempt as 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.

22. It is well settled that contempt jurisdiction is a special jurisdiction and has to be exercised with care and circumspection. The essential ingredient of civil contempt is wilful disobedience. Mere non-compliance, particularly, where such non-compliance is occasioned by circumstances beyond the control of the alleged contemnor or arises from a bona fide interpretation of an ambiguous order, would not necessarily constitute contempt.

23. At the same time, the mere fact that the order is executable does not, by itself, bar contempt jurisdiction. In ***Rama Narang v. Ramesh Narang and anr., (2006) 11 SCC 114***, the Hon'ble Supreme Court considered the question in the context of a consent decree and held that where consent terms are incorporated in a judicial order/decre, violation thereof can amount to violation of the Court's order. The Court specifically rejected the proposition that the mere executability of a decree takes



away the jurisdiction of the Court to deal with wilful violation under the Contempt of Courts Act.

24. Thus, there is no absolute proposition that whenever an execution remedy is available, contempt jurisdiction stands excluded. The real question is whether the conduct complained of constitutes wilful disobedience of a subsisting and sufficiently clear judicial command so as to warrant exercise of contempt jurisdiction.

25. The decision relied upon by Id. Counsel for the respondent in ***Chaduranga Kanthraj Urs (supra)*** does not lay down any contrary absolute rule. It emphasises that contempt jurisdiction should not be used merely as a substitute for execution and that the Court exercising contempt jurisdiction must remain within the four corners of the order alleged to have been violated.

26. The two principles are therefore required to be harmonised. Where the dispute is merely one regarding recovery or computation of decretal dues, the appropriate remedy may ordinarily be execution. However, where the alleged contemnor, despite knowledge of a clear subsisting obligation, consciously refuses to comply with the same and seeks to unilaterally alter its terms, the mere availability of execution cannot by itself render the contempt petition non-maintainable.

27. The present case, in my considered view, falls in the latter category.

Whether the obligations under the Settlement Deed (Annexure P-1) continues:

28. Clause 10 of the settlement is clear in its essential terms. The respondent agreed to continue paying ₹60,000/- per month towards maintenance of the two children. The same clause separately required him to bear their school fees and other school-related expenditure. Therefore, payment of school fees cannot, by itself, be treated as a substitute for the monthly maintenance obligation.



29. The respondent's principal defence is that circumstances have subsequently changed; that the children were shifted to a boarding school, they started residing with him, he ensured their educational and other expenses and, eventually, both attained majority.

30. These circumstances may constitute grounds for seeking modification of the existing arrangement. But the crucial question is whether such circumstances authorised the respondent to unilaterally discontinue payment under a subsisting decree.

31. The answer has already been furnished by this Court in **CR No.3551 of 2022 (Annexure P-5)**. The respondent had specifically raised the boarding-school and expenditure-related defence before this Court. The Court considered the same and observed that the respondent could not unilaterally alter the terms of the settlement. If circumstances had changed, he was required to approach the competent Court for modification. Until such modification, he remained bound to obey the existing order.

32. The respondent challenged that order before the Hon'ble Supreme Court. The SLP was dismissed with costs. The Hon'ble Supreme Court specifically noticed the respondent's contention that he had paid ₹12,25,000/- per child towards residential-school fees and that nothing further should be payable, but declined to interfere.

33. It is important to clarify that the order of the Hon'ble Supreme Court should not be understood as an adjudication of every conceivable future question concerning the maintenance obligation. What is significant for the present proceedings is that the respondent's then-existing defence was not accepted and the order of this Court remained operative.

34. Thereafter, the respondent did not obtain any order from the competent Court modifying, suspending or setting aside the obligation contained in the settlement deed/decreed.



35. The respondent cannot, therefore, himself assume the jurisdiction to modify a subsisting judicial order. If he considered that the attainment of majority by the children, their residence with him, or any other subsequent event had rendered the existing arrangement inequitable or unworkable, the lawful course available to him was to approach the competent Court for appropriate modification. Until such modification is granted, the decree continues to bind the parties.

Payment of Educational & Other expenses:

36. The respondent has placed on record substantial amounts allegedly paid directly towards the education of the children. There is no reason to doubt, for the present purpose, that he may have incurred such expenditure. But the question before this Court is not whether the respondent has discharged his parental responsibilities in general. The question is whether such expenditure constitutes compliance with the specific obligation under Clause 10 of the settlement.

37. Clause 10 itself furnishes the answer. The ₹60,000/- monthly payment was stipulated as maintenance for the children, while school fees and other educational expenditure were separately made the responsibility of the respondent. Consequently, the latter cannot be treated as a unilateral adjustment against the former.

38. The respondent cannot therefore contend that because he has spent money upon the children, the monthly obligation automatically stood discharged.

Alleged Misuse of Maintenance & Other Civil Disputes:

39. Considerable reliance has also been placed upon allegations that the petitioner misused the maintenance amount and spent it upon personal expenses, including international travel. Similarly, allegations have been made regarding letting out the jointly owned residential property through Airbnb and other platforms.



40. These allegations may require adjudication in appropriate proceedings, but they cannot be conclusively determined in the present contempt proceedings. Significantly, the respondent has already instituted civil proceedings seeking injunction and rendition of accounts in respect of these very allegations.

41. Whether the petitioner misutilised any amount, whether any amount was spent for the benefit of the children, whether the property was let out contrary to the settlement and what income was generated therefrom are questions involving disputed facts and evidence. This Court, while exercising contempt jurisdiction, cannot convert the present proceedings into a trial of those civil disputes. The parties shall be free to pursue their respective remedies before the competent forum.

Applications Of Children [CM-11271-CII-2026 and CM-6082-CII-2026]:

42. The two sons seek impleadment on the ground that the maintenance amount was intended for their benefit and that they have a direct interest in its utilisation.

43. The applications cannot be accepted. The petitioner has not sought any relief against either of the children, nor is any act of contempt alleged against them. The question whether the respondent has wilfully disobeyed the subsisting judicial obligation can be determined without their presence. Their allegations regarding misuse of funds by their mother are matters, which they may pursue before the competent Court in accordance with law. Their impleadment would unnecessarily enlarge the scope of the present contempt proceedings.

44. Accordingly, CM-11271-CII-2026 and CM-6082-CII-2026 are dismissed.

Limitation Under Section 20 of Contempt of Courts Act:

45. The respondent has also raised an objection under Section 20 of the Act. According to him, the petitioner alleges that the monthly payment was stopped from June 2024, whereas the present contempt pe-



tion was instituted only on 21.09.2025 and is, therefore, beyond limitation.

46. There can be no dispute that Section 20 prescribes a period of one year for initiation of contempt proceedings from the date on which the contempt is alleged to have been committed. The provision cannot be circumvented merely by giving an old and completed breach the nomenclature of a continuing breach.

47. Hon'ble Supreme Court in ***S. Tirupathi Rao v. M. Lingamiah and ors., 2024 SCC OnLine SC 1764***, has examined the scope of Section 20 and the concept of continuing breach. The Court cautioned that a stale claim cannot be revived merely by describing it as a continuing wrong. At the same time, the Court recognised that where the allegation of continuing wilful breach prima facie satisfies the Court, the proceedings cannot necessarily be rejected at the threshold merely because the breach originated earlier.

48. In the present case, it is not necessary to rest the entire maintainability of the petition upon the doctrine of continuing contempt. The obligation under Clause 10 of the Settlement deed is a recurring monthly obligation. The respondent was required to make payment every month and, according to the petitioner, continued to default.

49. The present contempt petition was instituted on 21.09.2025. Thus, irrespective of whether the initial default commencing in June 2024 can itself be proceeded against, the alleged defaults falling within the one-year period immediately preceding institution of the petition are within the statutory period prescribed by Section 20.

50. The respondent continued to remain bound by the monthly obligation during that period. There is also no order passed by any competent Court during that period modifying, suspending or setting aside the obligation.



51. The objection based upon Section 20 is, therefore, rejected. However, the finding of contempt recorded herein shall be understood as relating to the wilful non-compliance falling within the period legally amenable to contempt jurisdiction. The earlier defaults may be relevant only to the extent permissible in appreciating the background and continuity of the respondent's conduct.

Whether Wilful disobedience is established:

52. The following aspects emerge from the record:

- (i) the settlement dated 04.08.2014 was modified on 22.07.2016;
- (ii) the material terms thereof were incorporated in the decree of divorce dated 09.02.2017;
- (iii) Clause 10 specifically required payment of ₹60,000/- per month towards maintenance of the two children;
- (iv) the same clause separately imposed upon the respondent the liability to bear school fees and other educational expenditure;
- (v) the obligation has never been modified or set aside by any competent Court;
- (vi) the respondent had earlier raised the very defence now relied upon by him, namely, that the children were studying in a residential school and that he was bearing their expenses;
- (vii) this Court, in its order dated 01.05.2024, rejected the respondent's unilateral approach and specifically held that he must seek modification from the competent Court, if circumstances had changed;
- (viii) the challenge to the said order before the Hon'ble Supreme Court was dismissed with costs; and
- (ix) notwithstanding the subsistence of the decree, the respondent did not continue to make the stipulated monthly payments.



53. The respondent's conduct has to be examined against this background. This is not a case, where the respondent was unaware of his obligation or where the terms of the order were incapable of being understood. The amount, frequency and purpose of payment were clearly stipulated. Nor is this a case where the respondent acted pursuant to a subsequent order modifying the liability. On the contrary, he consciously proceeded on his own assessment that the subsequent circumstances relieved him of the obligation.

54. The Court is conscious that contempt jurisdiction should not be invoked where two reasonable interpretations of an order are equally possible. The present case, however, does not involve such ambiguity. The respondent's defence is substantially founded upon changed circumstances and his own assessment that the obligation had ceased.

55. That is precisely what the respondent was not entitled to do. Once the Court had specifically informed him that any change in circumstances had to be placed before the competent Court for modification, his unilateral decision to discontinue payment cannot be treated as a bona fide interpretation of an ambiguous order.

56. The fact that the children subsequently attained majority or came to reside with the respondent may constitute relevant circumstances for determination by the competent Court in appropriate proceedings. Those circumstances, however, do not retrospectively authorise unilateral disobedience of a subsisting decree.

57. Similarly, the respondent's expenditure upon the children may reveal that he has been discharging other parental responsibilities, but it does not amount to compliance with the distinct monetary obligation undertaken under Clause 10.

58. On the material before this Court, therefore, the respondent had knowledge of the subsisting obligation, understood its terms, had already unsuccessfully raised substantially the same defence before this



Court and the Hon'ble Supreme Court, yet continued to withhold the stipulated monthly payment without obtaining modification of the decree.

59. The Court is accordingly satisfied that the non-compliance falling within the period amenable to the present proceedings was wilful and deliberate and satisfies the requirements of civil contempt under Section 2(b) of the Act.

Conclusion and Opportunity to purge contempt:

60. The Court is conscious that contempt jurisdiction is not intended to become a substitute for execution and that the power to punish for contempt is to be exercised sparingly. The purpose of civil contempt, however, is also to secure obedience to judicial orders and to uphold the authority of the judicial process.

61. In the present case, the obligation arises from a settlement which was incorporated into a decree of divorce. The respondent's principal defence had already been considered by this Court, and he had been specifically directed to seek modification rather than unilaterally alter the subsisting arrangement. No subsequent order modifying the obligation has been brought on record.

62. The Court, therefore, finds the respondent guilty of wilful disobedience of the subsisting judicial obligation, subject to the respondent being afforded an opportunity to purge the contempt before the question of punishment is considered.

63. It was noticed by this court in its order dated 04.08.2026 that the arrears under the subsisting arrangement on calculation were ₹14,70,000/- as on 31.07.2026. The said figure represents the accumulated liability under the decree and is not being treated as the measure of punishment for contempt.

64. Keeping in view the nature of civil contempt and the primary object of securing compliance with judicial orders, the respondent is



granted one final opportunity to purge the contempt. The respondent is accordingly directed to clear the arrears of ₹14,70,000/- calculated up to 31.07.2026, on or before 31.08.2026. The respondent shall further continue to pay ₹60,000/- per month in terms of Clause 10 of the settlement/decreed, unless and until the obligation is modified, varied or set aside by a competent Court.

65. It is clarified that nothing contained in this order shall preclude the respondent from approaching the competent Court for modification of the subsisting arrangement on account of subsequent circumstances, including attainment of majority by the children or any other circumstance relied upon by him. Any such application shall be considered by the competent Court in accordance with law.

66. It is further clarified that the present order does not adjudicate the allegations concerning misuse of maintenance funds, international travel, letting out of the jointly owned property, rendition of accounts or any other disputed civil claim between the parties. Those questions shall be determined in the appropriate proceedings on the basis of evidence and in accordance with law.

67. List on 19.09.2026 for reporting compliance and for hearing the respondent on the question of punishment under Section 12 of the Contempt of Courts Act, 1971.

68. In case the respondent fails to comply with the aforesaid direction, the Court shall proceed to consider the question of punishment in accordance with law.

COCP No.2722 of 2026 filed by the respondent – husband:

69. Before parting with the matter, it is necessary to deal with the fact that the respondent-husband has instituted a separate contempt petition, being **COCP No.2722 of 2026**, alleging violation by the petitioner-wife of the terms of the settlement, principally on the allegations that she has been letting out the jointly owned residential premises through



Airbnb and other platforms, and has misutilised the maintenance amount paid for the welfare of the children.

70. Notice in the said contempt petition has not been issued so far.

71. It is not disputed that, in respect of these very allegations, the respondent has already instituted a civil suit seeking, inter alia, injunction and rendition of accounts.

72. This Court is of the considered view that the allegations raised in COCP No.2722 of 2026 are essentially matters requiring adjudication of disputed questions of fact. Whether the premises were in fact let out in violation of the settlement, whether such letting was undertaken with or without the consent of the respondent, what income, if any, was derived therefrom, whether the maintenance amounts were misutilised and, if so, to what extent, are matters which cannot appropriately be determined in the summary jurisdiction exercised by this Court in contempt. The respondent has already chosen to invoke the ordinary civil jurisdiction for adjudication of these very disputes and has sought substantive relief of injunction and rendition of accounts therein. The appropriate forum for determination of such disputed questions, therefore, is the Civil Court seized of the matter.

73. It is well settled that contempt jurisdiction is not intended to provide a substitute for adjudication of substantive civil disputes. The Court exercising contempt jurisdiction is required to confine itself to the question, whether there has been wilful disobedience of a clear and subsisting judicial command and cannot undertake a roving inquiry into disputed facts, or adjudicate the underlying civil rights of the parties. The Hon'ble Supreme Court has cautioned that where disputed questions of fact are involved and a distinct mechanism exists for their adjudication, such questions ought not to be converted into an inquiry in contempt jurisdiction.



74. In the present case, therefore, this Court is not satisfied that any useful purpose would be served by initiating contempt proceedings against the petitioner-wife on the basis of the allegations contained in COCP No.2722 of 2026.

75. Since notice has not yet been issued and the allegations raised therein are already the subject matter of substantive civil proceedings, the said contempt petition is dismissed at the threshold, without issuing notice to the petitioner-wife, leaving the respondent-husband at liberty to pursue all his remedies in the pending civil suit or any other appropriate proceedings in accordance with law. Nothing stated herein shall be construed as an expression of opinion on the merits of the allegations raised by the respondent-husband in the said civil suit.

75. Ordered accordingly. List on 19.09.2026 as directed above for showing compliance by the respondent.

(DEEPAK GUPTA)
JUDGE

17.08.2026
Neetika Tuteja

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No

Uploaded on.: 17.08.2026