



IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 12TH DAY OF DECEMBER, 2025

PRESENT

THE HON'BLE MR. JUSTICE S G PANDIT

AND

THE HON'BLE MRS JUSTICE GEETHA K.B.

CIVIL CONTEMPT PETITION NO.100133 OF 2025

BETWEEN:

1. SRI. MOHAMMED SULEMAN SHAIKH AHMED
AGE. 84 YEARS, R/O. NEAR URDU SCHOOL,
JAKAT KATTA ROAD,
POST. NANDANAGADDA-581304,
TQ. KARWAR, DIST. UTTARA KANNADA.
2. FAMEEDA SULEMAN SHAIKH
AGE. 80 YEARS, R/O. NEAR URDU SCHOOL,
JAKAT KATTA ROAD,
POST. NANDANAGADDA-581304,
TQ. KARWAR, DIST. UTTARA KANNADA.

...COMPLAINANTS

(BY SRI. J.S. SHETTY, ADVOCATE)

AND:

1. SHRI. JAGADISH HULAGEJJI,
COMMISSIONER, CITY MUNICIPAL COUNCIL,
TQ. KARWAR, DIST. UTTARA KANNADA-581301.
2. ANANDU MANOHAR NAIK
AGE. 52 YEARS, MANAGING PARTNER,
M/S ASIA DEVELOPERS
REGISTERED OFFICE,
GROUND FLOOR, KRISIA REALTY,
MURALIDHAR MUTT ROAD, KARWAR-581301.
3. ANCHAL W/O ANANDU NAIK
AGE. 39 YEARS,
R/O. KRISIA REALTY MURALIDHAR MUTT ROAD,
KARWAR-581301.

...ACCUSED

(BY SRI. GIRISH A. YADAWAD, ADVOCATE FOR A2 & A3)

VISHAL
NINGAPPA
PATTIL

Digitally signed by
VISHAL NINGAPPA
PATTIL
Location: HIGH COURT
OF KARNATAKA
DHARWAD BENCH



THIS CCC IS FILED UNDER SECTIONS 11 AND 12 OF THE CONTEMPT OF COURTS ACT, 1971, PRAYING TO, THAT THE RESPONDENTS/ACCUSED MAY KINDLY BE BROUGHT BEFORE THIS HONOURABLE COURT AND BE PUNISHED FOR THE THEIR ACTION OF WILFUL DISOBEDIENCE OF THE ORDER DATED 7.3.2024 PASSED IN W.P.NO.104132/2023 (LR-RES) BY THE LEARNED SINGLE JUDGE AND ALSO THE UNDERTAKING GIVEN BY THE ACCUSED NO.2 AND 3 BEFORE THIS HONOURABLE COURT AND ALSO THE UNDERTAKING GIVEN BY THEM IN THE MEMORANDUM OF AGREEMENT FILED IN THE SAID WP.NO.104132/2023, IN THE ENDS OF JUSTICE AND EQUITY.

THIS CCC COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: THE HON'BLE MR. JUSTICE S G PANDIT
AND
THE HON'BLE MRS JUSTICE GEETHA K.B.

ORAL ORDER

(PER: THE HON'BLE MR. JUSTICE S G PANDIT)

Heard learned counsel Sri.J.S.Shetty for complainants and learned counsel Sri.Girish A. Yadawad for accused Nos.2 and 3.

2. The above contempt petition is filed complaining disobedience of order dated 07.03.2024 in W.P.No.104132/2023, whereunder, the petitioners and accused Nos.2 and 3 entered into memorandum of agreement of settlement and in terms of the settlement, the writ petition stood disposed of.



3. The above contempt is filed complaining disobedience of Clause 5 of the memorandum of agreement, which reads as follows:

"V. The petitioners also hereby undertake to deposit maintenance amount at the Rs.3250/- per sq.meter in respect of the shops allotted in their favour (total area allotted to petitioner No.1 & 2 is 534.12 sq.meters), in the name of the co-operative society required to be formed for welfare of the shop holders and it is also agreed by the respondents No.4 and 5 that the petitioners No.1 and 2 shall also be added as the founder members. It is also further clarified that in respect of the other shops in the building the respondents No.4 and 5 have already collected the amount from the respective holders the amount at the same rate of Rs.3250/- per sq. meter and the same is also required to be deposited by the respondent No.4 and 5, in the name of co-operative society by the respondent No.4 and 5 and these deposits by the respondent No.4 and 5 is required to be made within 1 month from the date of the registration of the society. The respondents No.4 and 5 further agree to form the society for which the respondents No.4 & 5 and other land owners including the petitioner No.1 & 2 shall be the founder members of the society. It is agreed once the society



is formed and the name of the petitioners 1 & 2 are entered the Municipal records in E-swattu as described above, the petitioner NO1 & 2 hereby agree to deposit the maintenance amount stated above to the society within 30 days thereafter."

4. Be that as it may, this Court passed order dated 10.06.2025 as well as order dated 17.06.2025, which reads as follows:

"10.06.2025:

Learned counsel Sri Girish A.Yadawad appearing for on respondents No.2 and 3 submits that the said respondents have already communicated to the petitioners 24.04.2024 to come and collect the keys for all the shops allotted in favour of the petitioners in terms of the compromise petition. However, the learned counsel would also add that the petitioners have not complied with their obligations in paying the maintenance amount at the rate of Rs.3,250/- per sq.meter as undertaken in the compromise petition. The learned counsel would submit that the said respondents will file the compliance affidavit along with all the necessary documents to show compliance of the directions issued by this Court



and undertaking given by the respondents before this Court.

Re-list this matter on 17.06.2025. In the meanwhile, respondents No.2 and 3 shall handover the keys to all the shops allotted to the petitioners in terms of the compromise petition by tomorrow (10.06.2025). As and when the petitioners receive the keys to the shops, they shall give an acknowledgment to respondents No.2 and 3."

17.06.2025

In terms of the directions issued by this Court on 10.06.2025, learned counsel for respondents No.2 and 3 has filed an affidavit of the second respondent Sri Anandu along with certain documents. Learned counsel points out to paragraph No.9 of the affidavit where it is stated that the second respondent has handed over the keys of all the shops allotted to the petitioners to the petitioners on 10.06.2025 and petitioner No.1 has affixed his signature acknowledging the receipt of the keys for himself and on behalf of the other petitioners.

Learned counsel for the petitioner-complainants does not dispute the fact that the keys were handed over on 10.06.2025. However, learned



counsel submits that the respondents No.2 and 3 have not complied with the other undertaking given before this Court, Inasmuch as the petitioners have not formed the society showing the petitioners as founder members of the society. The respondents have also not deposited their portion of the maintenance amount as directed by this Court and undertaken by respondents in paragraph No.5.

To this, learned counsel for respondents No.2 and 3 submits that the other owners of the commercial shops have already issued cheques and since the bank account of the society is yet to be opened, the cheques have not been deposited as such. Nevertheless it is submitted that respondents No.2 and 3 will deposit all the cheques issued by other shop owners and the maintenance to be deposited by respondents No.2 and 3 for any of the portion of the property which is owned by them, as undertaken before this Court, within a period of one week from the date when which the bank account is opened.

Therefore, the petitioners are also required to handover the cheques in the name of the society towards the maintenance charges as undertaken by the petitioners before this Court, as and when the



intimation is given by the respondents No.2 and 3 regarding the opening of the bank account.

The other aspect of the matter regarding the petitioners not being shown as the founder members of the society will be considered after the maintenance is paid by the petitioners.

Re-list this matter on 01.07.2025.””

5. In the affidavit filed by accused No.2, paragraph (9) reads as follows:

"9. I submit that insofar as handing over of the keys of the shops allotted in favor of petitioners is concerned, as directed by this Hon'ble court under the order dated 09.06.2025, I have handed over the keys of all the shops to the petitioners on 10.06.2025 and the petitioner No. 1 has marked his signature on the acknowledgment for himself and also as GPA holder of the petitioner No. 2. Therefore, I submit that I have duly complied the order dated 09.06.2025. Copies of the acknowledgments dated 10.06.2025 are produced herewith and collectively marked as Annexure-R5."

6. The above affidavit indicates that keys of all the shops have been handed over to the petitioners on



10.06.2025. The affidavit would also indicate that accused Nos.2 and 3 have paid a sum of Rs.12,00,000/- on 18.03.2024 and copies of the demand draft and acknowledgement is enclosed as Annexure-R3.

7. In terms of the order dated 17.06.2025 which is extracted above, the complainants ought to have deposited with the Society the maintenance charges, which they have failed to deposit.

8. When the matter was called in the morning at 11.00 a.m., learned counsel Sri.J.S.Shetty prayed for Passover stating that appropriate affidavit would be filed seeking some time to deposit the maintenance charges. However, when the case is called again at 03.15 p.m., learned counsel Sri.J.S.Shetty would pray for further time and has not filed any affidavit.

9. As the complainants have failed to comply their part of the obligation as directed by this Court under order



dated 17.06.2025, it is not open for the complainants to allege disobedience against accused Nos.2 and 3 who have to some extent complied the order by handing over keys and depositing Rs.12,00,000/-.

10. A person who fails to comply the direction of the Court cannot allege disobedience of Court order against others. Accordingly, contempt petition stands rejected.

11. Liberty is reserved to the parties to work out their remedy before the appropriate forum.

**Sd/-
(S G PANDIT)
JUDGE**

**Sd/-
(GEETHA K.B.)
JUDGE**