



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CIVIL APPELLATE JURISDICTION
CONT. PETITION NO. 578 OF 2025
IN
CR. REVISION APPLICATION NO. 352 OF 2023**

Shweta Sandeep Jagdale	...Petitioner
V/s.	
Sandeep Dattatray Jagdale	...Respondent

Mr. Manoj Sabale a/w Mr. Abhishek Ganbawale a/w Mr. Somvrat Kurlekar, for the Petitioner
Mr. G. M. Savagave a/w Mr. Giridhar Koli, Mr. Prashant Bandgar, Mr. Adarsh Patil, for Respondent

**CORAM : SHARMILA U. DESHMUKH, J.
DATED : OCTOBER 16, 2026**

P.C.:

1. An unfortunate wife, who has complied with order passed by this Court, is forced to once again approach the Court left remediless as she has complied with her obligations and withdrawn the court proceedings filed against her husband and is now facing a situation where the husband steadfastly refuses to comply with his obligation of payment of permanent alimony, despite giving undertaking to this Court.

2. By the present Contempt Petition, contempt is alleged of the order dated 7th August 2024 passed by this Court in Criminal Revision Application No 352 of 2023 filed by the Petitioner wife and Criminal Revision Application No 157 of 2023 filed by the Respondent husband against the order of Family Court. This Court appointed a mediator

and consent terms were executed by the parties on 14th June, 2024. Vide order dated 7th August, 2024, both revision applications were disposed of in terms of the consent terms. Paragraph 3 of the order of 7th August, 2024 records that the undertakings and agreements recorded in the consent terms are accepted as undertakings to the Court.

3. As per the consent terms, the parties agreed for divorce by mutual consent and the Respondent-Contemnor agreed to pay to the Petitioner-wife an aggregate sum of Rs. 28,00,000/- towards full and final settlement of all claims towards maintenance of the child as well as alimony, maintenance, and residence, for the past and future payable by the Respondent. As per the consent terms, the sum of Rs. 28,00,000/- was agreed to be paid in tranches, with the first tranche of Rs. 5,00,000/- to be paid on or before 31st July 2024; the second tranche of Rs. 5,00,000/- to be paid on or before 31st December 2024; and the third, fourth, and fifth tranches of Rs. 6,00,000/- each to be paid on or before 30th June 2025, 31st December 2025, and 30th June 2026, respectively. In the event of default, the consent terms provided for interest at the rate of 10% *per annum* from the date of default till payment or realization.

4. In consideration of the payment of Rs. 28,00,000/-, the Petitioner-wife agreed and undertook not to claim any right to any other movable or immovable property owned by the husband and the

in-laws and relinquished all her claims. As recorded in Clause D of the consent terms, the Petitioner-wife agreed to withdraw all proceedings pending before the Courts, being the petition for restitution of conjugal rights pending before the Family Court, Kolhapur, the application under the Protection of Women from Domestic Violence Act pending before the Judicial Magistrate First Class, Kolhapur, execution applications for recovery of maintenance pending before the Family Court and also agreed to give no objection for quashing of proceedings upon an application being filed by the Respondent within two months from the date of the decree of dissolution.

5. Pursuant to the consent terms, the Respondent contemnor has transferred the amount of Rs. 5,00,000/- on or before 31st July 2024 and thereafter, has failed to comply with the undertaking as given in the consent terms and accepted by the Court vide order dated 7th August 2024. The Petitioner-wife withdrew all proceedings and in so far as the proceedings under Section 498A of the Indian Penal Code are concerned, as the Respondent contemnor did not file any petition for quashing, the same is pending.

6. By order dated 7th November 2025, notice came to be issued to the Respondent. On 15th April 2026, this Court framed the charge as under:

“Mr. Sandeep Dattatray Jagdale is hereby charged for willful and deliberate disobedience of the order of this Court *vis-a-vis* non-compliance of an undertaking to this Court.

As such, the Respondent is liable to be punished under the provisions of Contempt of Courts Act for willful and deliberate non-compliance with order and undertaking.”

7. Subsequently, on 21st April 2026, as despite intimation of the framing of charge, the Respondent was not present, bailable warrant was issued against the Respondent.

8. Thereafter, the Contempt Petition was adjourned from time to time, and in the order of 14th August 2026, this Court noted that an amount of Rs. 5,00,000/- was paid and thereafter an amount of Rs. 90,000/- was paid after the charge was framed in the contempt proceedings, and the admitted payment is of Rs. 8,00,000/-, leaving a balance of Rs. 20,00,000/-. Paragraph 6 of the said order records the submission of the Respondent seeking time to make the balance payment and an undertaking was recorded in paragraph 6 that he will pay the balance amount within a period of 14 days from that date. The order further records that in view of the undertaking given and considering that the Respondent is serving as a Police Officer, as a matter of a last chance, two weeks' time was granted to the Respondent to make the balance payment.

9. Thereafter, time was sought on the ground of settlement. However, there is no settlement. Today, learned counsel appearing for the Respondent on instructions, submits that the Respondent is not in a position to pay the balance amount and the Contempt Petition be proceeded with on the basis of reply affidavits filed.

10. The Respondent is personally present in the Court and pleaded not guilty to the charge.

11. Learned counsel appearing for the Respondent submits that the Respondent has taken a loan of Rs. 17,00,000/- and because of financial crisis, has also borrowed amounts from friends and relatives, and the present outstanding is Rs. 13,37,776/-. He would submit that the Respondent has also taken taken a loan from the State Bank of India in the year 2015 and a home loan in the year 2018, and therefore the net salary in the hands of the Respondent is approximately Rs. 10,000/-. He submits that as the Respondent is financially incapable of complying with the order, the conduct is not contumacious and there is no willful disobedience.

12. I have gone through the reply affidavit filed by the Respondent. Chapter XXXIV of the Bombay High Court Appellate Side Rules, 1960 regulates the proceedings for contempt under Article 215 of the Constitution of India and the Contempt of Courts Act, 1971. The notice came to be issued to the contemnor under Rule 9, pursuant to

which the charge came to be framed and the reply affidavit was filed. Rule 22 provides that any person charged with contempt may file an affidavit in support of his defence on the date fixed for his appearance and if such person pleads guilty to the charge, his plea shall be recorded and the Court may, in its discretion, convict him thereon and if such person refuses to plead or does not plead, or claims to be tried it may determine the matter of the charges either on the affidavits filed or after taking such further evidence as it deems fit.

13. On instructions, learned counsel for the Respondent has submitted that the matter of charge be determined on the basis of affidavits. Accordingly, this Court has proceeded to hear the learned counsel for the Respondent -contemnor.

14. There is no dispute about the filing of the consent terms by the parties under which the Respondent has given various undertakings including payment of full and final settlement amount of Rs. 28,00,000/-, which was accepted as an undertaking given to this Court. The first installment of Rs. 5,00,000/- was due on 31st July, 2024 and the second installment of Rs. 5,00,000/- was due on 31st December, 2024. The Petitioner wife complied with her obligation and Petition seeking dissolution of marriage by mutual consent under Section 13B of Hindu Marriage Act was filed in the Family Court and the decree was passed on 25th November, 2024.

Having achieved the dissolution of marriage, the Respondent has failed to comply with the undertaking given and did not pay the balance alimony.

15. The reply affidavit of Respondent states that the Respondent has taken loan of Rs 17 Lakhs and has given the expenses met out of the said loan, which includes the sum of Rs. 5,00,000/- paid as first installment. It is also stated that the Respondent has taken home loan of Rs. 25,95,000/- from State Bank of India in the year 2015 and in the year 2018 for construction of house and after deductions his net pay is about Rs. 10,000/-.

16. The home loan and other loans claimed to have been taken by the Respondent were prior to the filing of the consent terms on 14th June 2024. The Respondent was well aware of his financial position and despite thereof, gave false undertaking to this Court to pay a sum of Rs. 28,00,000/- towards full and final settlement of all claims towards maintenance of the child as well as alimony of the Petitioner-wife. The Petitioner-wife has acted on the consent terms and has withdrawn the proceedings filed by her before various Courts, and only Section 498A proceedings remain to be quashed as no application was filed by the Respondent.

17. Although the consent terms were executed on 14th June 2024, no application was filed by the Respondent seeking any modification

or recall of the terms on the ground that he is not in a financial position to make the payments as undertaken, driving the Petitioner wife to file the present contempt petition in the year 2025. On the contrary, despite the charge being framed, this Court has found that there is a defiant attitude on the part of the Respondent refusing to comply with his obligations under the consent terms. On 14th August 2026, the Respondent was personally present in Court and gave a solemn undertaking to this Court that he will pay the balance amount within a period of 14 days and failed to comply even with this undertaking. This is, therefore, a case of aggravated contempt. There is no explanation for the undertaking given on 14th August, 2026, if the Respondent was aware of his financial constraints.

18. It is evident that the Respondent has scant regard for the orders of the Court and is under an impression that the orders of the Court can be flouted by impunity. The whole intent appears to be to delay the proceedings by giving undertakings, which the Respondent had no intention to comply. There is no other explanation for the undertaking to be given on 14th August, 2026 that the payment would be made within 14 days. The conduct of the Respondent is contumacious and constitutes willfull, intentional and deliberate disobedience of the orders passed by this Court and of the consent terms which were executed and accepted as undertakings given to this Court. The Respondent is serving as a Police Constable in the

State Government and is well aware of the court proceedings and has consciously given undertakings to this Court.

19. Though it is sought to be contended that there is no deliberate contempt as the inability to comply with the consent terms is due to financial constraints, it needs to be noted that the consent terms were filed on 14th June 2024 and the loan amounts claimed to have been taken by the Respondent was prior to 14th June 2024. It is, therefore, not a case of a willingness to comply with the consent terms and an inability arising out of subsequent developments resulting in financial constraints. The order of 14th August 2026 by which again an undertaking was given to pay the balance amount was an attempt made to delay the proceedings despite the charge having been framed, which constitutes contumacious conduct. If such explanation is accepted, it would be open for the litigants to give undertakings to the Court for their benefit and resile from the same on the ground of financial inability. The loans taken by the Respondent were for his own benefit for construction of the house and cannot be accepted as a reason for non compliance of undertakings given to this Court. The Respondent's conduct in utilising the funds meant to satisfy the undertakings for creating an asset for himself constitutes wilfull disobedience of orders of this Court. It is not the case that the Respondent is an indigent and does not have any assets from which the undertakings can be satisfied.

The majesty of law has to be upheld and the sanctity of undertakings given to the Court must be reinforced.

20. The Respondent has failed to establish that the non compliance of the order dated 7th August, 2024 and the disobedience of the undertaking give on 14th August, 2026 is not deliberate. The conduct of the contemnor shows scant regard for the orders of this Court and even after this Court informed the Respondent that the Court is likely to proceed with the adjudication of the charge, there is neither any remorse nor any unconditional apology tendered. In my view, there is deliberate, wilfull and intentional disobedience of orders of this Court and the conduct of the Respondent is contumacious. The lack of financial ability cannot be put forth as a defence to the charge of contempt in the present case for the reasons which are stated above.

21. In light of the above, the Contemnor is liable to be punished under Article 215 of Constitution of India and the provisions of the Contempt of Courts Act, 1971 for willful and deliberate non-compliance of the orders dated 7th August 2024 and 14th August 2026. In my view, the imposition of fine will not meet the ends of justice and the Respondent is directed to be detained in civil prison for a period of six months.

22. The Registrar is directed to issue a warrant of

commitment and detention within a period of one week from today and ensure that the warrant is executed within a period of one week thereafter.

23. At this stage, the judgment in the case of ***Kanwar Singh Saini Vs. High Court of Delhi***¹ is pressed into service by learned counsel for the Respondent claiming that the violation is not willful as it is due to financial constraints.

24. The decision does not assist the case of the Respondent contemnor, as it is already held by this Court that the consent terms were filed on 14th June 2024 and the loans which were taken by the Respondent contemnor were prior to the filing of the consent terms.

25. Accordingly, Contempt Petition stands disposed of.

(SHARMILA U. DESHMUKH, J.)

¹ (2012) 4 Supreme Court Cases 307