

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION (L) NO. 4 OF 2017
IN
COMM ARBITRATION PETITION NO. 74 OF 2017
WITH
NOTICE OF MOTION (L) NO. 122 OF 2017
IN
COMM ARBITRATION PETITION NO. 74 OF 2017**

Nahar Builder Ltd	...Petitioners
<i>Versus</i>	
Housing Development & Infrastructure Ltd	Respondent

Mr Cyrus Ardeshir, *with Jesse Comelious & Sneha Ghuriani i/b
Dhavan Vussonji & Associates, for the Petitioners.*
Ms Dipti Panda, *with Sahil Gandhi i/b Markand Gandhi & Co, for
the Respondents.*

CORAM: G.S. PATEL, J
DATED: 7th April 2017

PC:-

1. Despite the prayer in the Motion, Ms Panda in complete fairness states that instead of a bank guarantee, the Respondents have obtained a Pay Order in favour of the Prothonotary & Senior Master in the amount of Rs. 8,00,00,000/- (Rupees Eight Crores

only). This satisfies the requirements of the previous order dated 3rd February 2017. The Pay Order will be deposited with the Prothonotary & Senior Master in the course of the day. The Associate will inform the Prothonotary & Senior Master that he should not await an authenticated copy of this order before accepting the pay order.

2. The Respondents' Notice of Motion (L) No. 122 of 2017 in Commercial Arbitration Petition (L) No. 74 of 2017 is infructuous and disposed of accordingly.

3. The Petitioners' Contempt Petition is allowed to be amended in terms of draft tendered, taken on record and marked 'X' for identification. Amendment to be carried out during the course of the day without reverification. The Contempt Petition itself does not survive in view of the forgoing order, and it is dismissed.

(G. S. PATEL, J.)