

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION NO.73 OF 2015
IN
NOTICE OF MOTION NO.877 OF 1978
IN
SUIT NO.6909 OF 1978
(HIGH COURT SUIT NO.1108 OF 1978)**

Akhtar Hassan Rizvi	...Petitioner
<i>Versus</i>	
Dr Jenil M Panthaki & Ors	...Defendants

Mr Akash Rebello, i/b Ravi Thankaian, for the Plaintiff.
Dr Birendra Saraf, with Mr Ravish Mishra, i/b VB Dhingreja, for
Respondents Nos. 1(A) to 1(C).

CORAM: G.S. PATEL, J
DATED: 8th February 2018

PC:-

1. Heard.
2. There is no Contempt.
3. I propose to dismiss this Petition with the briefest possible reasons. The Contempt is alleged an order of 11th September 1978

(SP Bharucha J, as he then was). This required the 4th Defendant and the Partnership Firm Raja Construction Company to state in all agreements that the 4th Defendant entered into thereafter that the present Suit No.1108 of 1978 is pending and that all contracts by the 4th Defendant would be governed by the result of the Suit. This was on a statement made on behalf of the 4th Defendant by its Counsel appearing at that time.

4. Mr Rebello for the Contempt Petitioner argues that the 4th Defendant has executed agreements that do not contain such a statement. He has two such sample agreements. The first of these is at page 130. It is dated 3rd June 1979. Mr Rebello says his clients learnt of it from Defendant's Written Statement filed on 9th November 2013. In 2014, they asked for copies of the agreements. They were not produced. He then says that his clients obtained copies of these agreements, but from whom and when we are not told.

5. Dr Saraf for the Respondents says that the Petition is clearly out of time. I believe it is. But that apart, I do not see that there is any cause made out to invite an order in contempt. Dr Saraf is careful to point out that the title certificates issued to purchasers clearly mention the pendency of the present Suit. One such example is at page 76. The agreements are entered into on the basis of these title certificates. There, the title and the suit's registration number, and the fact that the Suit is pending are all mentioned. Any purchaser who takes the flats on that title certificate, therefore, takes it with notice of this suit. He or she is not a purchaser without notice. The entire purpose and intent of the order in question was to

put third parties to notice of the present suit. That purpose is adequately achieved.

6. The Contempt Petition is dismissed. No order as to costs.

(G. S. PATEL, J)