

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION NO.84 OF 2017
IN
WRIT PETITION NO.674 OF 2015**

Musa H Musani	...Petitioner
<i>Versus</i>	
Komal Construction	...Respondent

Mr Gautam T Kanchanpurkar, *for the Petitioner.*

**CORAM: G.S. PATEL, J
DATED: 30th January 2018**

PC:-

1. Heard.

2. There is no Contempt that I am able to make out. There was an order of AA Sayed J dated 4th March 2015 in the Writ Petition. Paragraph 11 of that order (pages 21 and 22 of the Contempt Petition) reads thus:

"11. It may be recorded that though in the Affidavit-in-Reply dated 5th January 2015, 4th Respondent has stated that he is ready and willing to pay a sum of Rs.20,000/- per month to the Petitioners as monthly rent in lieu of temporary transit accommodation, the 4th Respondent has

fairly agreed before the Court that he is ready and willing to pay a sum of Rs.40,000/- per month to the Petitioners. In the event the Petitioners are agreeable to this offer, the same shall be intimated in writing to the 4th Respondent on or before 25th March 2015. In the event, such intimation is not received by the 4th Respondent from the Petitioners, the Petitioners would be accommodated in the temporary alternate accommodation as provided by the 4th Respondent and as verified by MHADA. The 4th Respondent shall ensure that payments to the Petitioners shall be in the same manner as payments made to the tenants/occupants of the residential premises (except insofar as quantum is concerned). The parties shall execute necessary Agreement, if any, in accordance with law. The statement of Mr.Lad, learned Counsel for MHADA is also recorded and MHADA will ensure that the temporary alternate accommodation is fit for occupation by the Petitioners and report thereon will be made accordingly after 25th March 2015."

3. Pursuant to this the Parties entered into an agreement on 8th May 2015. A copy of this is at page 29. It seems that the developer Respondent made payment at the agreed rate till February 2017 for a period of 22 months but failed to make payment thereafter.

4. At best, this is a breach of the agreement. Merely because Sayed J's order contemplated or even directed an agreement would be executed and one of the parties then committed breach, this does not amount to contempt within the meaning of the statute.

5. The Contempt Petition is dismissed. There will be no order as to costs. It is however clarified that all remedies of the Petitioners

are left open and the dismissal of the Contempt Petition is not to be read or understood as having concluded the Petitioners' rights *vis-à-vis* the Respondent.

(G. S. PATEL, J)