IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

Contempt Petition No.259 of 2017 in Writ Petition No. 5344 of 2016
Nirmal Urban Co-operative Bank Ltd. Vs. Mamta Keneddy Naidu

Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions and Registrar's orders	Court's or Judge's orders

Mr. P. B. Patil, Advocate for petitioner
Mr. Yogesh Nayyar, Advocate for respondent

CORAM : MANISH PITALE, J.

DATED : 18.12.2019

By this contempt petition, petitioner Nirmal Urban Co-operative Bank Ltd. claims that the respondent has committed contempt of this Court, as defined under the provisions of the Contempt of Courts Act, 1971, by violating undertaking given to the Court, as recorded in order dated 05/05/2017, passed by this Court in Writ Petition No. 5344/2016. According to the petitioner bank, the said order disposed of the writ petition in terms of minutes of order of the same date, which recorded the terms settled between the parties for disposal of the writ petition. It is the case of the petitioner bank that while it complied with all its obligations under the said consent order, particularly Clauses 6 and 7 of the said minutes of the order, the respondent deliberately and intentionally violated the specific undertaking given under Clause 8 thereof to repay the balance outstanding amount to the petitioner bank within a total period of two months and 15 days from 05/05/2017. According to the petitioner bank, this amounts to disobedience of the said consent order and violation of undertaking given by the respondent amounting to civil contempt as defined in Section 2(b) of the aforesaid Act.

2. The brief facts leading up to filing of this contempt petition are that the respondent had taken loan from the petitioner bank in the year 2012 by mortgaging flat No. G-2, situated in Shiv Apartments at Mouza Somalwada, Nagpur. The respondent had defaulted in repayment of loan, as a result of which the petitioner bank was constrained to initiate proceedings under the provisions of the Maharashtra Co-operative Societies Act, 1960. On failure of the respondent in making payment of the amount despite initiation of the proceedings, a revenue recovery certificate was issued and proceedings were undertaken for sale of the said mortgaged flat. One Ashish Sharad Hole, being the highest bidder, purchased the said flat in auction and consequently sale certificate was issued in his favour upon the bid amount being deposited with the petitioner bank.

3. The respondent filed Writ Petition No.5344/2016, to challenge the revenue recovery certificate issued by the Assistant Registrar of the Co-operative Societies as also the order of the said authority to undertake auction of the said flat and further order of the authority confirming the same in pursuance of the said auction.

4. In the said writ petition, the parties arrived at a mutually agreeable arrangement and this resulted in the aforesaid order dated 05/05/2017, passed by this Court. As noted above, by the said order, the writ petition was disposed of in terms of minutes of order filed by the rival parties. Since the question in the present contempt petition is, as to whether the respondent committed contempt of

this Court by violating the undertaking given in the minutes of the order in terms of which the writ petition was disposed of, the order of this Court as well as minutes of the order are reproduced below :

> "After arguing for some time the learned Advocates for the respective parties sought time to work out the matter amicably and they have been successful in doing so. The minutes of order dated 5th May, 2017 signed by the petitioner, respondent Nos.1 and 2 and respondent No.4 and their respective Advocates is placed on the record. The petitioner and Mrs. Pragati Bansule, Manager of the Bank identified by their respective Advocates are present in Court. The learned Advocates submit that the petition be disposed of in terms of the minutes of order. The petition is disposed of in terms of minutes of order. In the circumstances, the parties bear their own costs.
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> MINUTES OF THE ORDER
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> The petitioner above named begs to submit as under :-
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> 1. That the petitioner has taken house loan from the Respondent No.1 amounting Rs.29.40 Lacs (Rupees Twenty Nine Lac Forty Thousand only). Petitioner has executed mortgage of Flat No.G-2, situated on ground floor of Shri Shiv Apartments constructed on Plot Nos. 15, 16, 21 and 22, Kh. No. 84/4 in layout of Suraj Co-operative Housing Society Ltd., Nagpur.
> 2. The respondent No.3 granted Revenue recovery certificate in favour of the Respondent No.1 Bank against the petitioner for above loan account on 04/09/2015 amounting Rs.29,05,598/- along with contractual rate of interest w.e.f. 27/05/2015, i.e. @15 per annum.
> 3. Respondent No.1 also sanctioned term loan of Rs.60.00 lac (Rupees Sixty Lac only) to the Petitioner on 08/06/2013 and charge over the Flat No. G-2 was also created.
> 4. That on 24/11/2015 the Respondent No.2 has taken over physical possession of the movables and immovable property of the petitioner situated at Flat No. G-2 at Manish Nagar. The details of those movables were also

given by Respondent No.2 before this Hon'ble Court by purshish Dt. 20/10/2016.

5. That for recovery of the aforesaid loan amounts the Respondent Nos. 1 and 2 on 22/07/2016 conducted auction of Flat No. G-2 and accepted the bid offered by Respondent No.4 amounting Rs.45,50,000/- (Rupees Forty Five Lac Fifty Thousand only) and on 22/08/2016 executed Sale Certificate in favour of the Respondent No.4.

6. It is agreed that the Respondent No. 1 shall pay to the Respondent No.4 an amount of Rs.53,54,000/- (Rupees Fifty three lac fifty thousand four hundred only). The interest component comes to Rs.5,46,000. Out of which Rs.2,73,000/- to be born by respondent No.1 bank and this amount cannot be recovered from the petitioner towards full and final repayment of the amount paid by him towards purchase of Flat No. G-2. The above amount shall be paid by Respondent No.1 to Respondent No.4 on or before 09/05/17. After receipt of the aforesaid amount by Respondent No.4 from Respondent No.1, the Sale Certificate executed in his favour shall stand cancelled and Respondent No.4 shall have no right, title or interest of what so ever nature over Flat No. G-2, situated in Shri Shiv Shakti Apartments, at Manish Nagar.

7. It is agreed that the Respondent Nos.1 and 2 shall immediately hand over the possession of movables seized by Respondent No.2 on 24/11/2015 to the Petitioner on supratnama.

8. That the petitioner with intimation to the respondent nos. 1 and 2 sell the movable properties to the prospective purchasers and deposit the amount with the Respondent No.1 Bank in its loan account. Two months time is agreed by the parties for the sale of the movable properties. If during the above period of two months movables could not be sold completely, still the petitioner shall undertake to repay the balance outstanding amount in the loan accounts for which Flat No. G-2 is mortgaged within period of Fifteen days.

9. The possession and attachment of the Flat No. G-2, shall continue to be with the respondent No. 1 and 2 till the period of Two and half months from the date of release of movable property by Respondent No.1 and 2 in favour of petitioner. If the petitioner fails to liquidate the

> loan amount for which the Flat No. G-2 is mortgaged within the stipulated period, then the Respondent Nos. 1 and 2 shall be at liberty to Sale the Flat No. G-2, of Shri Shiv Shakti Apartments, Manish Nagar afresh by following due process of law.
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> 10. That the Respondent Nos. 1 and 2 may consider the loan accounts of the Petitioner for one time settlement scheme as framed by the Government in terms of Government Resolution Dt. 16/03/2016 within period of four weeks from today."

5. According to the petitioner bank, in terms of Clause 6 of the said minutes of the order, the petitioner bank returned the amount to auction purchaser and the sale certificate executed in his favour stood cancelled. Thereafter, the movable properties of the respondent were handed over to her and in terms of Clause 8 of the said minutes of the order, the respondent was supposed to dispose of the movable properties and to deposit the amount due in the loan account with the petitioner bank. But, the respondent failed to do so despite receipt of the movable properties. Thereafter, as per the undertaking recorded in Clause 8 of the minutes of the order, the respondent was supposed to repay the balance outstanding amount in the loan account within a period of 15 days. The petitioner bank has pointed out that the respondent failed to do so within the said period of 15 days and, therefore, having failed to abide by the said undertaking, the contempt of the said order of this Court was committed, making the respondent liable for punishment under the provisions of the aforesaid Act.

6. Upon notice being issued by this Court in the present contempt petition, the respondent filed an affidavit submitting that the movable properties that were received from the petitioner bank were in damaged condition

because they were lying in the mortgaged flat, which was in the possession of the petitioner bank and thereafter in possession of the said auction purchaser. It was submitted that in this situation, the damaged movable properties could not be sold and amount due to the bank could not be repaid within the period of 2 months under Clause 8 of the minutes of the order. It was submitted that in the next 15 days, although, efforts were made by the respondent, she could not arrange for the amount due. It was further submitted that as per Clause 9 of the minutes of the order, due to the failure on the part of the respondent to repay the amount, the possession and attachment of the said flat had continued with the petitioner bank and that they were entitled under the said Clause to sell the said flat afresh to realize the balance amount due. On this basis, it was submitted that since there was remedy provided in the minutes of the order in Clause 9 itself, on failure on the part of the respondent to repay the amount within the total period of two months and 15 days, it could not be said that the respondent had committed contempt of this Court.

7. Thereafter, the contempt petition remained pending for some time and some orders were passed on applications filed by the respondent. But, when this Court found that *prima facie* the respondent had violated the undertaking given to this Court, by order dated 03/10/2019, charge was framed, which reads as follows :

> "(i) You contempt petitioner have committed willful contempt of the undertaking given to this Court and the order passed on the basis of the undertaking in writ petition 5344/2015.
> (ii) The relevant extract of the minutes of the order of which you, have prima-facie committed contempt are thus :-
> "(6) It is agreed that the Respondent 1 shall pay to the Respondent 4 an amount of Rs.53,54,000/-

> (Rupees Fifty three lac fifty thousand four hundred only). The interest component comes to Rs.5,46,000. Out of which Rs.2,73,000 to be born by respondent 1 bank and this amount cannot be recovered from the petitioner towards full and final repayment of the amount paid by him towards purchase of Flat G-2. The above amount shall be paid by Respondent 1 to Respondent 4 on or before 09/05/17. After receipt of the aforesaid amount by Respondent 4 from Respondent 1, the Sale Certificate executed in his favour shall stand cancelled and Respondent 4 shall have no right, title or interest of what so ever nature over Flat G-2, situated inShri Shiv Shakti Apartments, at Manish Nagar.
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> (8) That the petitioner with intimation to the respondents 1 and 2 sell the movable properties to the prospective purchasers and deposit the amount with the Respondent 1 Bank in its loan account. Two months time is agreed by the parties for the sale of the movable properties. If during the above period of two months movable could not be sold completely, still the Petitioner shall undertake to repay the balance outstanding amount in the loan accounts for which Flat G-2 is mortgaged within period of Fifteen days."

8. In response to the aforesaid charge framed by this Court, a further affidavit was filed on behalf of the respondent, again stating that there was no intentional or willful disobedience by the respondent of the order passed by this Court. It was submitted that despite efforts made for bringing a purchaser of the said flat, the same could not be done because the interior of the said flat had been badly damaged by the auction purchaser, who had taken possession of the flat from the petitioner bank. It was submitted that the respondent had no intention to violate the order passed by this Court and that the petitioner bank in terms of Clause 9 of the minutes of the order could dispose of the flat for realizing the outstanding amount due. It is further pointed out that during pendency of the writ petition, the respondent had deposited Rs.20,00,000/- and

during pendency of the contempt petition another amount of Rs.7,00,000/- was deposited by the respondent, thereby showing her bonafide.

9. It is in the backdrop of the aforesaid facts that it needs to be examined whether the respondent is guilty of contempt of order dated 05/05/2017, whereby the writ petition was disposed of in terms of minutes of order.

10. Mr. P. B. Patil, learned counsel appearing for the petitioner bank submitted that the respondent had willfully and deliberately committed contempt of the aforesaid order of this Court and specific undertaking given in Clause 8 thereof. It was submitted that the respondent had categorically undertaken that if she failed to repay the amount due to the petitioner bank within two months of the date of the order by sale of movable properties that were released to her, in the next 15 days she would repay the entire balance outstanding amount. It was submitted that the facts on record clearly demonstrate that the respondent failed to repay the balance outstanding amount even after expiry of the said period of 15 days and that, therefore, clear case of contempt was made out against the respondent. It was submitted that the authority of this Court was challenged by the respondent not only by willfully and intentionally violating the undertaking given to this Court, but, also by the nature of affidavits filed by the respondent before this Court, which demonstrate defiance of the authority of this Court. On this basis, charge frames against the respondent was clearly made out and that she deserved to be punished for contempt as defined under Section 2(b) of the said Act. The learned counsel appearing for the petitioner bank placed reliance on

the judgment of the Hon'ble Supreme Court in the case of **Rama Narang Vs. Ramesh Narang and another (2006) 11 SCC 114**.

11. On the other hand, Mr. Yogesh Nayyar, learned counsel appearing for the respondent submitted that the minutes of order dated 05/05/2017, were required to be read in their entirety. It was submitted that the petitioner bank was emphasizing on Clause 8 of the said order while Clause 9 of the said order was equally significant. The learned counsel submitted that Clause 9 of the said order specifically provided that if the respondent failed to pay the balance outstanding amount within the total period of 2 months and 15 days, as contemplated in Clause 8 of the order, the petitioner bank was entitled and at liberty to sell the said mortgaged flat afresh by following the due process of law, for which it was recorded that possession and attachment of the flat shall continue with the petitioner bank. It was submitted that once such Clause was specifically provided in the minutes of the order itself, on the basis of which the writ petition was disposed of, the petitioner bank could have taken steps immediately after the said total period of 2 months and 15 days to sell the said flat afresh for realizing the balance outstanding amount.

12. It was emphasized that the movable properties returned to the respondent by the petitioner bank were in damaged condition and since they could not be disposed of, the amount could not be raised within the period of 2 months specified in Clause 8 of the said order and despite efforts made by the respondent, the amount for repayment could not be raised within the next 15 days also. It was

submitted that the respondent did not intend to challenge the authority of this Court and there was no intention to violate the undertaking. It was further submitted that the nature of undertaking in the facts of the present case was to the petitioner, upon failure of which Clause 9 of the order specifically provided for remedy to the petitioner bank and that, therefore, charge levelled against the respondent in the present case was not made out. The learned counsel relied upon the very same judgment of the Hon'ble Supreme Court in the case of **Rama Narang Vs. Ramesh Narang and another** (supra).

13. In rejoinder the learned counsel for the petitioner bank submitted that claims made by the respondent regarding movable properties being damaged was palpably false because in letter dated 19/07/2017, the respondent had never mentioned about the movable properties being damaged in any manner, although it was admitted that the same were released to her on 19/5/2017 by the petitioner bank. In the said letter, the stand taken by the respondent was that since the movable properties were seasonal products they could be sold only during festive season and that, therefore, amount could not be raised by selling the same. It was submitted that such false statements made before this Court had aggravated the contempt, thereby demonstrating that the charge was clearly made out and the respondent deserved to be punished for contempt.

14. Heard learned counsel for rival parties and perused the material on record. The most fundamental and crucial aspect of the present case is, interpretation of the clauses of the minutes of the order dated 05/05/2017, in

terms of which this Court disposed of the aforesaid writ petition. The minutes of the order and all its clauses are required to be read as a whole to come to a conclusion as to whether the respondent can be said to have committed contempt of this Court under Section 2(b) of the aforesaid Act, due to breach of undertaking specifically recorded in the said minutes of the order. The undertaking, the breach of which is alleged by the petitioner is found in Clause 8 of the above quoted minutes of the order. In the said clause, the respondent was required to sell the movable properties handed over by the petitioner bank to raise amount for depositing it towards dues in the loan account. It was then stipulated in the said clause that if the respondent was unable to pay amount due within a period of two months upon sale of movable properties, the respondent shall undertake to repay the balance outstanding amount in the loan account within 15 days. It is an admitted position that the respondent did not deposit the balance amount due within the said period of two months and 15 days. Therefore, the said undertaking was not honoured by the respondent. The question is, whether failure to honour the said undertaking amounted to willful breach of undertaking given to a Court to constitute civil contempt as defined in Section 2(b) of the aforesaid Act.

15. It is also important to peruse Clause 9 of the said minutes of order. It is stipulated in the said clause that if the respondent is unable to pay the amount due within two months upon sale of movables properties and further fails to pay entire amount within further period of 15 days as per the said undertaking under Clause 8 of the minutes of the order, the petitioner would be at liberty to sell the aforesaid flat afresh by following due process of law. It was

also stipulated in Clause 9 of the minutes of the order that possession and attachment of the said flat would continue with the petitioner bank till the entire period of 2 months and 15 days specified in Clause 8 of the minutes of the order was over. It becomes clear that the petitioner bank accepted an arrangement that if the respondent failed to make payment of outstanding amount within 2 months upon sale of movable properties and thereafter failed to pay entire outstanding amount in a further period of 15 days, the flat could be sold by the petitioner bank to realize its dues. It becomes clear from a conjoint reading of the said two clauses that the consequence of failure to abide by Clause 8 was provided in Clause 9 of the minutes of the order and the petitioner bank agreed to such an arrangement for alternative method of realization of the amount due from the respondent.

16. Although reading of Clause 6 along with Clauses 8 and 9 shows that the arrangement appears to be onerous for the petitioner bank because under Clause 6, the petitioner bank was required to return the amount paid by the auction purchaser along with interest component, as a result of which sale certificate executed in favour of auction purchaser stood cancelled and thereafter, the petitioner bank was supposed to undertake the very same exercise of selling the said flat afresh if the respondent failed to abide by her obligations under Clause 8 of the minutes of the order. But, the petitioner bank agreed for such an arrangement with the respondent and parties jointly requested this Court to dispose of the writ petition in terms of minutes of the order. Therefore, the petitioner bank was aware about the consequences of failure of the respondent to abide by the undertaking to pay the entire outstanding

amount within 15 days after expiry of two months specified in Clause 8 of the minutes of the order.

17. The manner in which the clauses of the minutes of the order are structured and worded, particularly Clauses 8 and 9, the undertaking given under Clause 8 is an undertaking given to the petitioner bank by the respondent and failure to abide by the same results in consequence specifically stipulated in Clause 9 of the minutes of the order. Therefore, the undertaking stated in Clause 8 of the minutes of the order cannot be said to be undertaking given to this Court. If only the petitioner bank had not agreed to Clause 9 of the minutes of the order and the terms of settlement between the parties had stopped at Clause 8 in which the undertaking was engrafted, it could have been a situation of failure to abide by the undertaking leading to an action for contempt of order of this Court.

18. Even otherwise, it has been held by the Hon'ble Supreme Court in a number of judgments, including judgment in the case of **Kanwar Singh Saini Vs. High Court of Delhi (2012) 4 SCC 307**, that before passing any final order in a case where breach of an undertaking is alleged, the Court must satisfy itself that such breach or violation of undertaking is wilful and intentional. This is so, because the action taken by the Court under the provisions of the said Act, leads to penalty, including an order of imprisonment and, therefore, the alleged contemnor is entitled to protection of all safeguards. The Court must come to a conclusion that the action of the alleged contemnors amounts to contumacious conduct which is a deliberate violation of undertaking given to the Court, thereby challenging the very authority of the Court, inviting

punishment under Section 12 of the said Act.

19. The learned counsel for both the parties have placed reliance on the judgment of the Hon'ble Supreme Court in the case of **Rama Narang Vs. Ramesh Narang and another** (supra) wherein the Court was considering the question as to whether the contempt proceedings were maintainable in a situation where the order or decree of the Court was executable. The Hon'ble Supreme Court considered the position of law upon analyzing the provisions of the said Act as also earlier decisions and came to a considered conclusion that even if an order or decree is executable, it did not take away jurisdiction to initiate contempt proceedings. It is in this backdrop that the learned counsel for the petitioner bank contended that even if Clause 9 of the minutes of the order was taken into consideration, it only provided for execution of the order of this Court in terms of the minutes of the order and that it still did not absolve the respondent from the specific undertaking given in Clause 8 of the minutes of the order. On the contrary, the learned counsel for the respondent submitted that after the period of 2 months and 15 days was over and the respondent was unable to pay outstanding amount due, Clause 9 provided for the consequence and as long as the same was incorporated in the minutes of the order, the ingredients for exercise of contempt jurisdiction were not available.

20. There can be no doubt about the fact that a contempt petition be maintainable even if order or decree of the Court of which contempt is alleged, is executable. But, in the said judgment of the Hon'ble Supreme Court in the case of **Rama Narang Vs. Ramesh Narang and another**

(supra), it was specifically laid down that ultimately the matter was one of discretion of the Court, having regard to the facts of the case. It is relevant to note that after the said judgment was delivered, the Hon'ble Supreme Court had occasion to consider the very same matter on the question as to whether the alleged contemnor had indeed committed contempt of the consent order of the Hon'ble Supreme Court by breach of undertakings. The subsequent judgment of **Rama Narang Vs. Ramesh Narang and another** (supra) is reported in **2009 16 SCC 126**. After discussing the facts of that case and applying the position of law, the Hon'ble Supreme Court came to a conclusion, in the facts of that case, that the alleged contemnor had committed contempt of the consent order passed by the Hon'ble Supreme Court.

21. It is relevant that in the said case, the consent order included specific undertaking given to the Court by the contemnor to the effect that he would not indulge in specific acts so that the functioning of the company, which was a family concern between warring parties, was smoothly carried out. On such facts, the Hon'ble Supreme Court found that specific undertaking given to the Court was violated by the contemnor. In the process, the Hon'ble Supreme Court deliberated upon the expression "undertaking". It was found by the Hon'ble Supreme Court that an undertaking could be said to be a promise in the course of legal proceedings, generally as condition for obtaining some concession from the Court or opposite party.

22. In an earlier case decided by the Hon'ble Supreme Court in **Bank of Baroda Vs. Sadruddin Hasan Daya and another (2004) 1 SCC 360**, the Court considered such a situation of breach of undertaking. In that case also,

on facts the Court found that the contemnor had wilfully breached the undertaking given to the Court. This was because the contemnor in a consent order had specifically stated that no charge would be brought on specific properties and yet in a subsequent case also disposed of on consent terms, an undertaking was again given creating a charge on the very same properties. This was found by the Court to be unacceptable and clear breach or violation of the undertaking given to the Court in the first proceeding. In this case also on facts, the Court found that there was violation or breach of undertaking amounting to contempt of the Court, inviting punishment under the said Act.

23. Thus, the position of law that emerges from the aforesaid judgments shows that when the proceeding is disposed of by the Court on consent terms executed between parties, the Court grants its approval or imprimatur to such consent terms. What is essential to be examined is, whether in the facts of a particular case the undertaking given by a party is such that the breach of the undertaking has the consequence of defiance and disobedience of the Court itself. In the present case, the consequence of the failure on the part of the respondent to abide by the undertaking incorporated in Clause 8 of the minutes of the order, was clearly an action available to the petitioner bank under Clause 9 of the minutes of the order. As noted above, this might appear to be onerous for the petitioner bank, but, since it agreed to such specific terms in the minutes of the order, full effect needs to be given to the fall out of Clauses 8 and 9 read together. It is relevant that the manner in which the minutes of the order were drafted, the possession and attachment of the flat has continued with the petitioner bank and it is not as if the respondent

got away with the property mortgaged to the bank, as well as being relieved of the obligation of returning the outstanding amount. In this situation, this Court is unable to come to a conclusion that failure on the part of the respondent to abide by the requirements of Clause 8 of the minutes of the order would result in punishment of the respondent for contempt of this Court under Section 12 of the said Act.

24. Much emphasis was placed on the contents of the affidavit filed on behalf of the respondent before this Court, contending that some portion thereof was in contrast to letter dated 19/07/2017, sent by the respondent. It was submitted that while in the said letter, the respondent claimed that movable properties were seasonal in nature and, therefore, it was difficult to sell the same, but, in the affidavit before this Court, it was claimed that the movable properties were damaged and torn because they were lying in the said flat in question, which was in possession of the petitioner bank and thereafter in possession of the auction purchaser. According to the petitioner bank, this was an aggravated form of contempt committed by the respondent. The material on record does show that the respondent did communicate to the petitioner bank that movable property could not be disposed of due to certain circumstances.

25. Considering over all facts and circumstances of the present case, it appears that the respondent did send communication to the petitioner bank that she tried to abide by the undertaking given in Clause 8 of the said minutes of the order, but, she was unable to abide by the same due to certain circumstances. It was also stated that the respondent herself was making efforts to bring buyers

for the flat in question so that the outstanding amount could be paid to the petitioner bank. It is also an admitted position that the respondent did deposit the amount of Rs.20,00,000/- and subsequently, an amount of Rs.7,00,000/- during pendency of the proceedings. Although, the said amount is far less than the amount due to the petitioner bank, as per Clause 9 of the said minutes of the order, the petitioner bank is at liberty to dispose of the said flat to realize the outstanding amount.

26. In this situation, applying the position of law laid down by the Hon'ble Supreme Court in the aforesaid judgments, this Court is of the opinion that the manner in which the minutes of the order were drafted, particularly Clauses 8 and 9 thereof, in the facts of the present case, it cannot be said that the respondent has committed civil contempt of this Court under Section 2(b) of the said Act.

27. Accordingly, the contempt petition is dismissed and charge levelled against the respondent is dropped.

28. It is made clear that this order will not come in the way of the petitioner bank in realizing its dues in accordance with law as specified in Clause 9 of the minutes of the order.

29. Pending applications, if any stand disposed of.

JUDGE

MP Deshpande