

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**CONTEMPT PETITION NO. 268 OF 2017
WITH
CIVIL APPLICATION NO. 36 OF 2019
IN
CONTEMPT PETITION NO. 268 OF 2017**

Pravin V. VoraPetitioner

v/s.

Bharat N. Sanghavi and ors. Respondents

Mr. Sandesh D. Patil a/w. Mr. Prithviraj S. Gole for the Petitioner.
Mr. Ajit Anekar and Ms. Urvi Vaidya i/b. Auris Legal for
Respondent Nos.1, 2 and 4.
Mr. S.D. Rayrikar, AGP for the State.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 01st APRIL, 2021.

P. C. :-

. The Petitioner herein alleges Contempt of orders dated 21/06/2014 and 13/07/2016 passed by learned Charity Commissioner and Joint Charity Commissioner Greater Mumbai Region, Mumbai.

2. By order dated 21/06/2014, learned Charity Commissioner had permitted Respondent No.4 – Trust to enter into Deed of Conveyance/Re-development Agreement with the Petitioner as per the terms of the Tender & Draft MoU. The said Redevelopment Agreement

was to be executed within a period of three months from the date of the order. The Petitioner – Developer was required to pay the remaining amounts to trust within six months and to provide permanent accommodation to all the tenants on ownership basis in lieu of their tenancy rights. By order dated 13/07/2016, the Charity Commissioner had allowed the Application for extension of time and had accordingly extended the time by six months without modifying the conditions in the previous order. The Petitioner claims that despite deposit of the amount and extension of time, the Trust has not extended the Development Agreement in its favour.

3. The affidavit-in-reply on behalf of Respondent No.1 clearly indicates that the Development Agreement was not executed on account of multiple breaches of the terms of the Tender and draft MoU on part of the Petitioner. It is stated that in pursuance of clause 17 of the Tender, the Respondents have rescinded the proposed execution of “Development cum Sale Deed”.

4. A perusal of the order dated 21/06/2014 clearly indicates that the Trust was permitted to enter into Deed of Conveyance as per the terms of the Tender and Draft MoU. The Trust has not executed the

said agreement for non-compliance/breach of the terms and conditions of the Tender and draft MoU. Under the circumstances, it cannot be said that there is willful disobedience of the order as to initiate Contempt proceedings against the Respondent. Under the circumstances, the Petition is dismissed. Civil Application stands disposed of in view of dismissal of the Contempt Petition.

(SMT. ANUJA PRABHUDESSAI, J.)