

Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CONTEMPT PETITION NO.411 OF 2021

Smt. Sujata Loku Pujari ...Petitioner
(Sujata Sadanand Bangera)

V/s.

M/s. P. K. Deole & Associates ...Respondents
A Proprietary Firm
Through its Proprietor/Owner,
Shri. Prakash Devale, Through POA

Mr. Shailendra S. Kanetkar, for the Petitioner.

Mr. S. S. Punde, for Respondent Nos. 2A and 2B.

CORAM : MADHAV J. JAMDAR, J.
DATE : 19th DECEMBER, 2022

P.C.:

1. Heard Mr. Kanetkar, learned counsel appearing for the Petitioner and Mr. Punde, learned counsel appearing for Respondent Nos. 2A and 2B.

2. Mr. Kanetkar, learned counsel, states that Respondent Nos. 2A and 2B breached order dated 16th October, 2001 passed by learned Additional District Judge, Pune in Civil Appeal No.1024 of 1997. He submitted that, the said Appeal was disposed of in terms of the compromise. The relevant

clauses of the joint compromise pursis *inter alia* for the purpose of deciding this Contempt Petition read as under:

“6. That the Respondent agrees, assures and promises to give on ownership basis built up area of 1200 Sq. ft. located at same specific site, place and location where present Hotel stands, on payment of construction cost @ Rs.400=00 per Sq. ft. The said amount of Rs. 4,80,000=00 [Four Lacks Eighty Thousand Only] has been paid in full by the Appellant to the Respondent at the time of this compromise and no further amounts are due from the Appellant to the Respondents in consideration towards purchase of the said Hotel premises.

7. That the Respondent shall ensure that the building plans shall be sanctioned by the Pune Municipal Corporation accordingly and no other member of the society or association shall take any objection to the conduct of Hotel business.

8. That the Respondent undertakes to complete the construction of the Hotel premises within a period of 2 years from today, and to immediately hand over the vacant and peaceful possession of the constructed hotel premises to the Appellant without demanding any additional payment of any nature whatsoever.

10. That the Appellant promises that she will hand over the vacant and peaceful possession of

the suit lands together with structure thereof to the Respondents after sanctioning of the building plans and after the Respondent actually and physically commences the work of construction of the building on the said land. In any case Respondent shall hand over the possession of the fully constructed premises to the Appellant within a period of 9 months after such possession of tenanted premises is handed over by the Appellant.”

3. After hearing the Contempt Petition on earlier occasion, Mr. Punde, learned counsel appearing for the Respondent Nos. 2A and 2B took time for taking instructions. After taking instructions, Mr. Punde submitted that, Respondent Nos. 2A and 2B are giving following undertakings to this Court.

- i) The Respondent Nos. 2A and 2B and Respondent No. 2 will make the construction of the building at the site as per approved sanctioned building plans.
- ii) They undertake to hand over the possession of agreed 1200 Sq. ft. built-up area to the Petitioner on or before 31st December,

2023.

iii) They undertake to pay an amount of Rs.25,000/- per month towards monthly rental compensation to the Petitioner and the same shall be payable on or before 5th day of each Calendar month starting from January, 2023 upto the actual handing over possession of the newly constructed premises to the Petitioner.

iv) They also undertake to execute necessary Transfer Deeds/documents in favour of the Petitioner at the time of handing over possession of the newly constructed premises.

4. The Respondent Nos. 2A and 2B have tendered undertakings dated 17th December, 2022. The said undertakings are accepted and taken on record and marked as 'X1' and 'X2' for identification.

5. It is made clear that, the Respondent Nos. 2A and 2B and the partnership firm – M/s. Sai Development Corporation to handover possession of the said premises on or before 31st December, 2023. It is clarified that, no further extension will be granted.

6. On earlier occasion, Respondent Nos. 2A and 2B have deposited in this Court an amount of Rs. 1,00,000/- in terms of order dated 11th April, 2022 passed by this Court. The Petitioner is at liberty to withdraw said amount of Rs. 1,00,000/- with accrued interest.

7. The Contempt Petition is disposed of in above terms with no order as to costs.

(MADHAV J. JAMDAR, J.)