

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION NO.13 OF 2022
IN
COMMERCIAL ARBITRATION PETITION NO.1102 OF 2018

Abhijeet Madhukar Kadam ... Petitioner
Vs.
Surendra Chandrakant Sawant and others ... Respondents

Mr. Amey Sawant for Petitioner.

Mr. Pradeep Kadam for Respondents.

CORAM : MANISH PITALE, J.

DATE : NOVEMBER 29, 2022

P.C. :

. This petition has arisen out of an order passed by this Court on 08.01.2019 whereby an arbitration petition filed under Section 34 of the Arbitration and Conciliation Act, 1996 was disposed of as per the consent terms executed between the parties.

2. As per the consent terms, the parties were to act in specific manner in order to resolve the disputes between themselves. Clauses 15 and 16 of the consent terms specifically recorded undertakings given to this Court.

3. By order dated 08.01.2019, while disposing of the arbitration petition as per the consent terms, all that is recorded is, Clause 23 of the consent terms provides that the undertakings given by the parties are accepted. The said undertakings as per Clause 23 could at best be the undertakings given by the parties to each other, specifically in the context of execution of supplementary agreement pertaining to the additional area of the flat in question.

4. It appears that thereafter, certain differences of opinion arose between the parties and the petitioner approached this Court claiming

that the actions of the respondents amounted to contempt of this Court in the backdrop of the order dated 08.01.2019, disposing of the arbitration petition as per the consent terms.

5. On 29.09.2022, this Court recorded that the only contention raised in the matter was that a specific amount was payable by the petitioner to the society towards the maintenance charges, which were not paid. Learned counsel for the petitioner, on instructions, made a statement that the petitioner was ready and willing to pay the maintenance amount to the society. Having recorded the same, this Court observed that the consent terms only require the respondents to execute the supplementary agreement, which the respondents are ready and willing to execute and the present petition stood adjourned.

6. Thereafter, the petitioner has raised a grievance that when he approached the respondents for execution of the supplementary agreement, they were not abiding by the terms of the agreement dated 15.07.2014 and that a specific issue arose as regards the number of parking spaces to be allotted to the petitioner by the respondents. It appears that while the respondents are ready to allot two parking spaces to the petitioner, he is not satisfied with the same and submits that as per the aforesaid agreement dated 15.07.2014, four parking spaces ought to be allotted, for the reason that the relevant term of the agreement used the words 'two stack parkings'.

7. This Court is of the opinion that considering the nature of the consent terms in the light of which the arbitration petition stood disposed of by order dated 08.01.2019, the dispute that has now arisen between the parties, concerning parking spaces and the interpretation of the agreement dated 15.07.2014 is beyond the scope of the present petition, which is a contempt petition filed by the petitioner, alleging non-compliance on the part of the respondents.

8. On an overall view of the matter, this Court is not convinced that the respondents can be said to have indulged in contumacious conduct for this Court to initiate any proceedings in contempt jurisdiction against them. This Court is not making any comment on the difference of opinion / dispute that appears to have arisen between the parties, specifically on the question of allotment of parking spaces.

9. In view of the above, the contempt petition is dismissed.

(MANISH PITALE, J.)

Minal Parab