

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**CONTEMPT PETITION NO. 50 OF 2022
IN
WRIT PETITION NO. 2474 OF 2021**

Rafiuddin Alishah Rajguru ... Petitioner
Versus
The New Green Chambers CHS Ltd. & Anr. ... Respondents

Mohammed Aasadullah Shaikh i/by K. K. Associate for the Petitioner.
Ms. Richa Singh a/w Ms. Shweta Singh for the Respondent No.1.
Mr. Shriniwas Singh for the Respondent No.2.
Mr. Abdul Hamid Shaikh, Chairman of Society-present.

**CORAM: G. S. KULKARNI &
R. N. LADDHA, JJ.**

DATE : 25th APRIL, 2023

PC. :-

1. Heard learned counsel for the parties.
2. This petition has been filed alleging contempt of the order dated 22 October 2021 passed by a coordinate Bench of this Court in Writ Petition (Lodging) No. 11246 of 2021. The said order reads thus:

“ We record the statement of the learned Counsel for Respondent No.10-Society that the Share Certificate in respect of rehab premises to be offered by the Respondent No.7-Developer, shall be issued in the name of four persons viz. Shri Rafiuddin Alisha Rajguru (Petitioner), Smt.Sayeeda Alisha Rajguru, Smt.Ruksana Alisha Rajguru and Shri Nasim Jahir Kopekar, subject to their making necessary formal compliances within four weeks from today.

2. *We record the statement of the learned Counsel for the*

Respondent No.7-Developer that the Respondent No.7 shall enter into registered Tri-parte Agreement with all the aforesaid persons and Respondent No.10-Society for permanent alternate accommodation, within eight weeks from the date of issuance of Share Certificate.

3. We further record the statement of the Respondent No.7-Developer that the arrears of transit rent from July 2021 within 4 weeks and the transit rent shall be paid to the Petitioner (for himself and other heirs) regularly.

4. In view of the above, learned Counsel for the Petitioner, on instructions from the Petitioner, who is present in person, seeks leave to withdraw the Petition.

5. Subject to the above, the Petition is allowed to be withdrawn and to stand disposed of. The remedy of the Petitioner to recover any amount which according to him has been wrongly recovered by the Respondent No.7-Developer, is kept open.”

3. Insofar as the statement as made on behalf of the respondent no.2-developer is concerned, learned counsel for the respondent no.2-developer states that respondent no.2 is ready and willing to enter into a PAAA agreement with the petitioner for the tenement reserved for the petitioner, namely, Flat No. 601 admeasuring 42.91 square meters. On instructions of his client who is present in Court, he states that the said agreement shall be entered into within two weeks from today. Statement as made on behalf of the respondent no.2 is accepted.

4. Insofar as the second grievance of the petitioner in regard to the non-payment of the transit rent is concerned, there appears to be some dispute between the parties in regard to the quantum which was required to be paid by respondent no.2 and which would be entitled to be received by the petitioner. In our contempt jurisdiction, we cannot adjudicate any such dispute. We keep it open to the petitioner

to agitate such grievance in appropriate proceedings. All contentions of the parties in that regard are expressly kept open. We do not express any opinion in regard to any other observation as made in the order dated 22 October 2021.

5. The Contempt Petition accordingly stands disposed of in the above terms. No costs.

6. Learned counsel for the respondent no.1-Society, on instruction of the Chairman Mr. Abdul Hamid Shaikh, who is present in the Court, states that the Society has already acknowledged the transfer of the membership in favour of the petitioner and has communicated the same to the petitioner. He states that a formal share certificate in that regard shall be issued to the petitioner at the time the same is being issued to the other members of the society. Statement as made on behalf of respondent no.1 is accepted as an undertaking to the Court.

[R. N. LADDHA, J.]

[G. S. KULKARNI, J.]

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