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

**CONTEMPT PETITION NO. 628 OF 2022
WITH
COURT RECEIVER REPORT NO. 19 OF 2024
IN
CONTEMPT PETITION NO. 628 OF 2022
WITH
COURT RECEIVER REPORT NO. 14 OF 2023
IN
CONTEMPT PETITION NO. 628 OF 2022**

Shaikh Amjad Ali & Anr. ... Petitioner

Vs.

M. R. Builder And Developer
& Ors. ... Respondents

**WITH
INTERIM APPLICATION NO.9882 OF 2024
IN
CONTEMPT PETITION NO. 628 OF 2022**

Mohammed Ali Qureshi ... Applicant

Vs.

Shaikh Amjad Ali ... Respondents

Mr. Akash S. Bhogil i/b. Mr. Nitesh Acharya, for the Petitioner.
Mr. Gireesh U.G. Menon, for Respondent No.1.
Ms. Charushila Vaidya, second Assistant to Court Receiver.
Mr. Mohammed Ali Qureshi- Contemnor is present in Court.
Mr. D.J. Haldankar, AGP, for the Respondent-State.

CORAM : GAURI GODSE, J.

DATE : 18th DECEMBER 2024

ORDER :

1. The contemnor is present in court today.
2. Learned counsel for the contemnor submits that the contemnor has already paid an amount of Rs. 3 lakhs to the petitioner by way of online transfer. Learned counsel for the contemnor has tendered two bankers cheques for an amount of Rs. 4 lakhs and 1 lakh respectively. The bankers cheques are handed over to the learned counsel appearing for the petitioner.
3. Learned counsel for the contemnor has tendered an affidavit-cum-undertaking stating that the balance amount of Rs. 24 lakhs shall be paid by him on or before 3rd January 2025.
4. The undertaking dated 18th December 2024 is taken on record
5. Learned counsel for the contemnor has tendered an interim application dated 18th December 2024 praying for cancelling the non-bailable warrant issued against the contemnor. The application is taken on record. Since the contemnor has remained present and has made part payment and also filed an affidavit-cum-undertaking for making payment towards the balance amount, the application for

cancellation of non-bailable warrant issued by order dated 11th December 2024 is allowed.

6. The fresh undertaking given by the contemnor today is accepted as an undertaking to this Court.

7. It is clarified that the contemnor is permitted to make part payment without prejudice to the rights and contentions of the petitioner. It is further clarified that even if part payment is permitted to be made, the contemnor shall have to file an affidavit explaining as to why action should not be taken against the contemnor for the aggravated contempt committed by him inspite of making statements before this Court for making balance payment.

8. Learned AGP has tendered a report dated 18th December 2024 explaining why the non-bailable warrant could not be executed. He on instructions submits that in the event, the presence of the contemnor is required to be secured in future, necessary directions be issued for execution of the warrant through Vakola Police Station. The report dated 18th December 2024 is taken on record.

9. The learned second Assistant to the Court Receiver who is

present in Court states that pursuant to the last order, preliminary meeting was conducted in the office of the Court Receiver.

10. The learned second Assistant to the Court Receiver who is present in Court has tendered copy of the minutes of meeting dated 16th December 2024. She submits that necessary directions be issued for payment of professional fees for valuation of the flats proposed to be auctioned.

11. Learned counsel for the contemnor on instructions of the contemnor who is present in Court submits that as per his fresh undertaking, the entire balance payment of Rs. 24 lakhs would be paid on or before 3rd January 2025. He further submits that in the event of any default, the contemnor shall deposit an amount of Rs. 2 lakhs as an ad-hoc amount towards the professional fees for process of valuation of the suit flat. The amount shall be deposited with the office of the Court Receiver on the next date which is scheduled on 6th January 2025.

12. List the contempt petition for compliance on 3rd January 2025.

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[GAURI GODSE, J.]