

Wadhwa

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION NO. 76 OF 2024
IN
WRIT PETITION NO. 2160 OF 2016

Rajendra Singh Berisal Singh @ Gajanan Rajput ...Petitioners
& Anr

Versus

Vardhan Associates & Ors ...Respondents

Ms Jennifer Sagayarajan, for the Petitioners.

**Mr Chirag Balsara, with Bhavik Manek & Sharad Wakchour for
the Respondents.**

**Mr Jagdish G Aradwad (Reddy), with Deepti Thorat, for Respondent
No. 3-SRA.**

**CORAM. M.S. Sonak &
Kamal Khata, JJ**

DATED: 23rd August 2024

PC:-

1. Learned counsel for the Respondents point out that Sandeep Pawar impleaded as the 3rd Respondent is only an employee of the firm. Sandeep Pawar is present in the Court. Learned counsel for the Respondents submits that Vardhan Associates is a partnership firm comprising Ashok Vardhan (Respondent No. 2) and Rohan Vardhan.

2. Accordingly, leave is granted to delete Sandeep Pawar and substitute him with Rohan Vardhan as the 3rd Respondent.

3. Learned counsel for the Respondents says that they would appear for the firm (Respondent No.1), Mr Ashok Vardhan (Respondent No. 2) and Rohan Vardhan (Respondent No.3). Accordingly, no fresh notice is being sent to Rohan Vardhan—amendment to be carried out immediately. Reverification is dispensed with.

4. At least prima facie, we think that Respondent Nos. 1 and 2 in this Contempt Petition are bent on wilfully wriggling out from Clause 8 of the Consent Terms filed in Writ Petition No. 2160 of 2016, based on which this Court made the consent order on 12 June 2018.

5. To our specific query about whether the shop referred to in Clause 8 of the Consent Terms is ready, Mr Balsara, based on instructions, was, no doubt, a little vague.

6. Initially, we were informed that a provision had been made. Later, it was elaborated that the premises had yet to be actually constructed, but there was some provision available for such construction on the first floor.

7. Mr Balsara states that the obligations in this consent terms were to be complied with subject to the Petitioners submitting documents and obtaining eligibility from the SRA. At least from

reading the consent terms, we do not find this was the position. The Respondents, by accepting their obligations under the Slum Act, had agreed and undertaken to this Court to provide which of the Petitioners' residential premises admeasuring 269 sq feet of carpet area on the first floor of the free sale wing and a shop measuring 100 sq feet of carpet area on the ground floor in the free sale wing to Mr Rajendra Singh Rajput on ownership basis free of cost with all amenities.

8. Now, without constructing such premises for the last six years, at least prima facie, an attempt is being made to deny the benefits of these consent terms to the Petitioners on the specious plea that SRA will have to determine the eligibility issue.

9. If the Respondents wish to file any replies in this matter, they should do so before the next date.

10. List the matter on 29th August 2024.

(Kamal Khata, J)

(M.S. Sonak, J)