

Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CONTEMPT PETITION NO.628 OF 2022

IN

SECOND APPEAL NO.302 OF 2021

Shaikh Amjad Ali & Anr.

...Petitioners

IN THE MATTER BETWEEN

Shaikh Amjad Ali & Anr.

...Appellants

Versus

M. R. Builder and Developer & Ors.

...Respondents

WITH

INTERIM APPLICATION (ST) NO.7571 OF 2025

IN

CONTEMPT PETITION NO.628 OF 2022

IN

SECOND APPEAL NO.302 OF 2021

Mohammed Ali Qureshi

...Applicant

Proprietor of M. R. Builder and Developer

Versus

Shaikh Amjad Ali & Ors.

...Respondents

IN THE MATTER BETWEEN

Shaikh Amjad Ali & Anr.

...Petitioners

Versus

M. R. Builder and Developer & Ors.

...Respondents

WITH

COURT RECEIVER'S REPORT NO.14 OF 2023

IN

CONTEMPT PETITION NO.628 OF 2022

IN

SECOND APPEAL NO.302 OF 2021

Shaikh Amjad Ali & Anr.

...Petitioners

Versus

M. R. Builder and Developer & Ors.

...Respondents

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WITH
COURT RECEIVER'S REPORT NO.19 OF 2024
IN
CONTEMPT PETITION NO.628 OF 2022
IN
SECOND APPEAL NO.302 OF 2021

Shaikh Amjad Ali & Anr. ...Petitioners
Versus
M. R. Builder and Developer & Ors. ...Respondents

WITH
INTERIM APPLICATION NO.9882 OF 2024
IN
CONTEMPT PETITION NO.628 OF 2022
IN
SECOND APPEAL NO.302 OF 2021

Mohammed Ali Qureshi ...Applicant
Versus
Shaikh Amjad Ali ...Respondent

Mr. Akash S. Bhogil i/b Mr. Nitesh Acharya, for the Petitioners.

Mr. R. A. Shaikh a/w Hasan Sayed & Mariyah Khatkhatay, for the Contemnor.

Ms. V. N. Worlikar, S. O., Court Receiver, present.

CORAM: MADHAV J. JAMDAR, J.
DATED: 22 JULY 2025

P.C.:

1. Mr. Bhogil, learned Counsel appearing for the Petitioners states that the Petitioners have taken No Objection from the learned Advocate appearing for the Petitioners. However, the Petitioners are not represented by any Advocate. Neither the Petitioners are present in Court, nor the learned Advocate of the Petitioners has been yet discharged.

2. The Court Receiver, High Court, Bombay has filed Report bearing Court Receiver's Report No.19 of 2024 dated 11th October 2024, placing on record that the directions issued to the Court Receiver by this Court in the Contempt Petition have been complied with.

3. Mr. Shaikh, learned Counsel appearing for the Respondent No.1 points out Order dated 28th February 2025 passed by a learned Single Judge. Paragraph Nos.4 and 7 of the said Order clarifies that the entire amount as per the Consent Terms has been paid.

4. The factual position on record shows that the Respondent No.1 who is the builder has breached the undertaking and therefore the Contempt Petition was required to be filed. Apart from that, the Respondent No.1 has even failed to remain present in this Court and therefore, various orders are required to be passed.

5. Mr. Shaikh, learned Counsel points out averments in Interim Application (Stamp) No.7571 of 2025, wherein the Respondent No.1 has explained the reasons for his absence and has also tendered the apology. In the said Interim Application it has been stated that the Respondent No.1 has complied with the Orders passed by this Court. Accordingly, by accepting the apology and as the contempt has been purged by the Respondent No.1, no further Orders need to be passed in Contempt Petition.

6. Accordingly, the contempt Petition is disposed of by accepting the

apology of the Respondent. However, in the facts and circumstances, the Respondent No.1 shall pay cost of Rs.1,00,000/- to the Petitioner. The Court Receiver, High Court, Bombay is directed to pay the said cost of Rs.1,00,000/- to the Petitioner out of the amount that has been deposited by the Respondent No.1 and the balance amount, if any, to be paid to the Respondent No.1 after adjusting the accounts of the Court Receiver.

7. As the Order passed by a learned Single Judge dated 24th September 2021 has been complied with, Interim Application (St) No.7571 of 2025 is allowed in terms of prayer clauses (a), (b), (c) and (d). Accordingly, Interim Application (St) No.7571 of 2025 is also disposed of.

8. As the Contempt Petition itself is disposed of, Interim Applications, if any, also stands disposed of.

[MADHAV J. JAMDAR, J.]