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

Shaikh Amjad Ali and AnotherPetitioners

Vs.

M. R. Builder and Developer and OrsRespondents

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

Mohammed Ali QureshiApplicant

IN THE MATTER BETWEEN

Shaikh Amjad Ali and AnotherPetitioners

Vs.

M. R. Builder and Developer and OrsRespondents

Mr. Akash S. Bhogil i/b Mr. Nitesh Acharya for the petitioners
Mr. D. J. Haldankar AGP for the State
Mr. Gireesh U. G. Menon for respondent no. 1
Mr. Mohammed Ali Qureshi applicant in IA 98882/2024 present in Court
Ms. Charushila Vaidya 2nd Assistant to Court Receiver present in Court

CORAM : GAURI GODSE, J.
DATE : 3rd JANUARY 2025

ORDER:

1. Despite tendering a fresh undertaking as recorded vide order dated 18th December 2024, the contemnor has failed to pay the entire balance amount of Rs. 24 Lakhs. The contemnor is present in the Court. Learned counsel for the contemnor submits that due to certain difficulties, the contemnor was unable to arrange for the entire balance amount, however, he has handed over a banker's cheque for an amount of Rs. 10 Lakhs. He submits that the balance payment of Rs. 14 Lakhs shall be made by the contemnor on or before 20th January 2025. Learned counsel for the contemnor has tendered fresh undertaking stating that the contemnor shall pay the balance amount of Rs. 14 Lakhs on or before 20th January 2025.
2. The fresh undertaking dated 3rd January 2025 is taken on record and marked as 'X1' with today's date for identification. The undertaking is accepted and the contemnor is granted time up to 20th January 2025 for making payment of the balance amount of Rs. 14 Lakhs.
3. It is clarified that this extension is granted only by way of last chance.

4. The contemnor has committed aggravated contempt by not making compliance of the undertaking given to this Court on 18th December 2024. Hence, I am of the opinion that the contemnor is guilty of committing aggravated contempt. However, in view of the fresh undertaking given by the contemnor and the part payment made by him, no further orders are passed at this stage for the contempt committed by the contemnor.

5. Learned counsel for the contemnor on instructions submits that the payment of Rs. 2 Lakhs towards the ad-hoc amount of professional fees for the process of valuation shall be deposited by the contemnor with the office of the Court Receiver on 6th January 2025.

6. Learned 2nd Assistant to the Court Receiver who is present in the Court submits that the meeting before the learned Court Receiver is scheduled on 6th January 2025 at 4.30 p.m.

7. Since the meeting before the learned Court Receiver is on 6th January 2025, the contemnor is permitted to deposit an amount of Rs. 2 Lakhs in the office of the Court Receiver on 6th January 2025 at the time of meeting which is scheduled for appointment of the Valuer.

8. The parties shall attend the meeting on 6th January 2025. It is clarified that no fresh notice would be necessary to the parties for attending the meeting before the learned Court Receiver.

9. It is further clarified that in the event the contemnor fails to comply with the fresh undertaking given today, he will be held for aggravated contempt of the undertaking given to this Court today. Accordingly, necessary directions would be passed on the next date.

10. List the contempt petition on 20th January 2025. To be listed 'high on board'.

[GAURI GODSE, J.]