

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

CONTEMPT PETITION NO.108 OF 2025
IN
WRIT PETITION NO.4321 OF 2024

Mrs.SHERRY SAROSH DOODHMAL ...Petitioner
VS
ANKIT SHETH AND ORS. ...Respondents/Contemnors

AND
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.16498 OF 2025

Mrs.SHERRY SAROSH DOODHMAL NEE
SHERRY DORAB PAVRI ...Petitioner
VS
Maharashtra Housing & Area Development
Authority & Ors. ...Respondents

Mr. Huzefa Nasikwala with Idris Balasinorwala, for Petitioner.
Mr. P.G. Sawant, AGP for State-Respondent No.4.
Mr. Rashmin Khandekar with Hrutvi Nerurkar i/b. Aditya Lele, for Respondent
No.1 in Sr.No.7 & Respondent No.3 in wp 16498/25.
Ms. Manisha Jagtap, for MHADA in Conpw/ 168/25.

CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.

DATE: 09 DECEMBER 2025.

P.C.

1. These are two proceedings. The Contempt Petition No.108 of 2025 is filed alleging contempt of an order dated 4 September 2024 passed by the co-ordinate Bench of this Court in terms of the minutes of the order. The Writ petition No.16498 of 2025 was filed praying for the following reliefs:

“a. Issue a writ of certiorari or any other appropriate writ, order, or direction quashing and setting aside the impugned notice dated 25th November 2025 issued by Respondent No.2 under Section 95A of the MHAD Act (Exhibit GG hereto);

b. Issue a writ of mandamus or any other appropriate writ, order, or direction compelling Respondent No.3 to forthwith enter into and register the Permanent Alternate Accommodation Agreement with the Petitioner strictly in terms of the minutes of order dated 4th September 2024 passed in Writ Petition (I) No.2128 of 2024 (Exhibit G and H hereto) within such time as this Hon'ble Court deems fit;"

2. We have heard learned Counsel for the parties on both the proceedings. Insofar as the contempt petition is concerned, it appears that in terms of what was agreed between the parties and as recorded by the Court in the order dated 4 September 2024 that is in terms of the draft minutes of the order, the permanent alternate accommodation agreement was not incorporating the correct area which although was completely known to the respondents-contemnor. The total carpet area as certified by the Executive Engineer/D-3 Division of the Mumbai Building repairs & Reconstruction Board, is of 153.59 sq.mt. Carpet area i.e. 1653.14 sq.ft. (Page 109 to the Writ Petition). This was also a categorical stand taken in the reply affidavit as filed by MHADA of Mr. Rupesh Raut, Resident Executive Engineer in which in paragraph 12 he has clearly set out the said area. In forwarding the draft of Permanent Alternate Accommodation Agreement, the area which was set out however was to the following effect (page 160 of the petition):

“E) The Occupant claims to be in possession of the said flat on Second floor, admeasuring 144.72 square meters equivalent to 1557.18 square foot Carpet area, in the building known as “**Botawala**” on the said property.”

3. We cannot accept that the respondent-contemnor was not aware of the record and the said certificate and therefore, the aforesaid clause could not have been incorporated as it was clearly contrary to the orders passed by this Court, as also the record of the MHADA as placed before the Court and considered by the Court in accepting the minutes of the order. We are thus of the clear opinion that it is clearly a mischief played by the contemnor-respondent. Be that as it may, Mr.Rashmin Khandekar, learned Counsel appearing for the contemnor has

tendered apology on behalf of his client, stating that it be considered as an inadvertent mistake of his clients and that his client – contemnor is ready and willing enter into a PAA Agreement in terms of the order passed on 4 September 2024, which incorporates the correct area as noted by us hereinabove i.e. area of 1653.14 sq.ft. We accept the statement as made by Mr. Khandekar, on instruction. Let the PAA Agreement accordingly be executed between the parties within one week from today. Mr. Nasikwala, on instructions, submits that after the agreement is entered, his client shall unconditionally vacate the premises by 10 January 2026 without seeking any further extension.

4. In this view of the matter, we do not intend to take forward the contempt proceedings. The Contempt Petition is accordingly disposed of. The MHADA would also not take any coercive action till 10 January 2026.

5. Insofar as Writ Petition No.16498 OF 2025 is concerned, in view of the order passed on the Contempt Petition, in our opinion, even the writ petition ought not to proceed, for any further adjudication.

6. The Writ Petition also stands disposed of in the aforesaid terms. No costs.

7. Parties to act on the authenticated copy of this order.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)