

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CONTEMPT PETITION NO.37 OF 2025

IN

CIVIL WRIT PETITION NO.15299 OF 2023

The Master Clock and Watch Works

Pvt Ltd Through its director Mr Nirmal Patel

...Petitioner

Versus

Dot Name Online Pvt Ltd. & Ors.

...Respondents

WITH

CONTEMPT PETITION NO.38 OF 2025

IN

CIVIL WRIT PETITION NO.15290 OF 2023

The Master Clock and Watch Works

Pvt Ltd Through its director Mr Nirmal Patel

...Petitioner

Versus

Kamaludyog Manufacturing and

Trade Pvt. Ltd. & Ors.

...Respondents

Mr. Shanay Shah i/b Ms. Prakruti Joshi, for the Petitioner.

Mr. Vikram N. Walawalkar a/w Mr. Amey Sawant, for the Contemnor.

CORAM: MADHAV J. JAMDAR, J.

DATED: 26 FEBRUARY 2025

P.C.:

1. In this Contempt Petition it is the contention of the Petitioner that Order dated 27th February 2024 passed by a learned Single Judge in Writ Petition No.15290 of 2023 with Writ Petition No.15299 of 2023, has not been complied with and undertakings given to this Court which have been accepted are breached.

2. As per the said Order dated 27th February 2024 passed by a learned Single Judge the said undertaking of the Respondent Nos.1 to 3

to vacate the premises in question on or before 31st December 2024 as accepted by this Court has been breached.

3. Mr. Walawalkar, learned Counsel appearing for the Respondents states that due to some difficulties the subject premises could not be vacated. He tenders affidavit of Mr. Mahesh Malik, who is Respondent No.2 and Director of Respondent No.1 dated 24th February 2025. In the said affidavit the Respondents have tendered unconditional apology for not adhering with the undertaking given to this Court.

4. Mr. Walawalkar and Mr. Shah, both the learned Counsel state that the parties have entered into consent terms as Respondents requires time till 17th March 2025 to vacate the suit premises. The consent terms are signed by Mr. Nirmal Patel, Director of the Petitioner and Mr. Mahesh Malik, Director of the Respondent No.1 who has signed on behalf of all the Respondents. The consent terms are also signed by the learned Advocate appearing for the Petitioner and Respondent - Contemnors respectively. The consent terms are taken on record and marked "X" for identification. The consent terms read as under :-

"CONSENT TERMS"

1. Contemnors are occupying the premises bearing Flat Nos.1801 and 1802, totally admeasuring 1154 square feet and Nos. 1803 and 1804, totally admeasuring 1154 square feet, on the 18th Floor, Building No.4, Raheja Classique situated on Plot bearing CTS No.619, B/1, Link Road, Oshiwara, Andheri West, Mumbai 400 053 (hereinafter referred to as the "said premises" for the sake of brevity) as a Licensee of the Petitioner Licensor.

2. It is agreed that Contemnors would vacate the said premises on or before 17th March 2025 and undertake to handover vacant and peaceful possession of the said premises to the Licensor i.e. Petitioner abovenamed.

3. It is agreed that the amount of license fees/compensation towards the use of said premises due and payable by the Contemnors till 17th March, 2025 will be adjusted by the Petitioner from the deposit amount paid by me which is lying with the Petitioner and the amount of Rs.2,60,774/- (Rupees Two Lakhs Sixty Thousand Seven Hundred and Seventy Four Only) due and payable by Contemnors to Petitioner after the aforesaid adjustment is made, would be paid by Contemnors to Petitioner within a period of one week from today, through bank transfer by RTGS. It is agreed that there is no other outstanding amount to be paid by Contemnors to Petitioner, except whatever is stated above.

4. It is agreed that Contemnors would not create any third party right, title and/or interest in the said premises and would not put any third party in possession of the said premises.

5. It is agreed that Contemnors would not seek any further extension beyond 17th March, 2025 and will vacate and handover vacant and peaceful possession of the said premises on 17th March, 2025.

6. It is agreed that the contempt petition be disposed of in view of the said consent terms.

Dated this 26th day of February, 2025”.

5. Mr. Mahesh Malik, who is personally present in Court tenders unconditional apology for not complying with the order passed by this Court as well as for not complying with the undertaking given to this Court. He states that the Respondents will vacate the suit premises on

or before 17th March 2025. The said statement made by Mr. Mahesh Malik - Respondent No.2 and statement made in the consent terms are accepted as undertaking given to this Court.

6. As the Respondents have agreed to vacate the suit premises on or before 17th March 2025 and tender unconditional apology, no further action needs to be taken in the Contempt Petition.

7. However, it is clarified that if the Respondents fail to vacate the subject premises by 17th March 2025, then, the Court Receiver, High Court, Bombay shall stand appointed with immediate effect with respect to the premises in question. The Court Receiver, shall take forthwith steps to get the vacant possession from the Respondents and hand over the same to the Petitioner.

8. It is made clear that if the undertaking given to this Court, that subject premises will be vacated on or before 17th March 2025 is breached, then, apart from other action, the Respondents will be liable for action of Contempt and the same will be treated as aggravated contempt.

9. Accordingly, the Contempt Petitions are disposed of in above terms with no order as to costs.

[MADHAV J. JAMDAR, J.]