

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION NO. 3 OF 2024
IN
ARBITRATION PETITION NO. 26 6 OF 2021

Priya Architectural Solutions & Anr .. Petitioners

Versus

Sanghvi Parrssva Enterprises Ltd & Anr .. Respondents

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Mr.Maulik P. Vora i/b Pramodkumar & Co. for the petitioner.
Mr.Aadil Parsurampuriah with Tejas Agarwal, T

CORAM: BHARATI DANGRE, J.

DATED : 13th NOVEMBER, 2025

P.C:-

1 Contempt Petition alleging disobedience of the order passed by this Court on 23/7/2021 in three Arbitration Petitions filed by the petitioner with reference to the consent terms placed on record, the proceedings were disposed of.

The Contempt Petition is filed by the petitioner alleging disobedience of the understanding reached between the parties in consent terms and accepted by the Court, when it passed the order disposing of Section 9 Petitions.

2 The Contempt Petition filed, alleging disobedience of the order dated 23/7/2021 and in turn, the breach of the consent terms at the instance of the respondents was placed

before the Court along with three Section 9 Petitions filed by the petitioner in form of Arbitration Petition Nos.266/2021, 390/2021 and 389/2025.

The aforesaid petitions came up for hearing along with the Contempt Petition on 23/9/2025 and the parties agreed for constitution of an Arbitral Tribunal to adjudicate the disputes and differences arising between them out of and in connection with the PAAA and the Supplemental Instruments and also the consent terms.

3 The order constituting the Tribunal specifically record thus :

“These Petitions would stand converted into applications under Section 17 of the Act for urgent consideration by the arbitral tribunal appointed hereby. Any directions on deposit of any funds, including transit rent, may be dealt with by the learned sole arbitrator.

It is made clear that the reference to arbitration includes all the documentation executed by the parties including the Permanent Alternate Accommodation Agreement (PAAA) and the supplemental instruments passed by consent dated July 23, 2021. The transit rent in arrears is said to be over Rs. 1 crore and the arbitrator is requested to consider appropriate interlocutory arrangements at the earliest”.

However, in paragraph no.9, the Court directed thus:-

“As regards the contempt proceedings, since it is a matter between the Court and the Respondent, the same would be considered at a later date. Stand the contempt petition to November 17, 2025”.

4 That is how the Contempt Petition is kept alive and when it is placed before the Court today, the counsel for the petitioner made an endeavour to adjudicate whether there was a disobedience of the Consent Terms dated 23/7/2021. However, this contention is specifically opposed by the counsel for the respondent, by inviting my attention to paragraph nos.3 and 4 of the order dated 23/9/2025 as it is her submission that every other issue involving the arrears of rent and revolving around the PAAA and the Supplemental Instruments has already been made over for arbitration and therefore nothing survives for the Court to determine whether there is willful disobedience of the order.

5 I find substance in the said submission on going through the order dated 23/9/2025 and the specific terms and stipulations in form of clause no.16 and 17 of the Consent terms, as it is evident that the reference to arbitration is a wholesome reference which would include the rights involved in PAAA as well as Supplemental Instruments and also the order passed by consent on 23/7/2021 and even involving the arrears of transit rent.

In wake of the above, nothing survives for determination in the Contempt Petition, the proceedings are dropped.

(BHARATI DANGRE, J)