

rajshree

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

**CONTEMPT PETITION NO.26 OF 2025
IN
ARBITRATION APPLICATION(ST) NO.7288 OF 2021**

Tejas Constructions & Infrastructure Pvt. Ltd.Petitioner
V/S

Nira Bhima Sahakari Sakhar Karkhana Ltd.
& Ors.

....Respondents

Mr.Vikas Kapile a/w Prachi Mantry and Maitrayee Gadgil i/b
Mirajkar & Associates for the Petitioner.

Mr.Ramdas Hake Patil, for the Respondents.

CORAM : BHARATI DANGRE J.

DATE : 5th DECEMBER, 2025.

P.C.

1 A settlement is effected between the Parties, which is presented through the Minutes of Order with a request to dispose the Contempt Petition.

Minutes of Order are based on the consensus reached between the parties. The same is taken on record and marked as 'X'-for identification.

2 The Minutes of Order record thus :

1. The Respondents had awarded the construction work of Co - Gen Civil Work of Sugar Factory (Power House and Panel, etc.) to the Petitioner under a Work Agreement dated 26.09.2012. The Petitioner completed the said construction work successfully. As full payment was not made, the Petitioner had issued a demand notice dated 27.09.2018 for the balance outstanding amount of Rs.96,61,384/- due to non-payment of which, the Petitioner invoked the Arbitration Clause No. 56 of the said Agreement dated 26.09.2012 and issued notice to the Respondent for appointment of independent Arbitrator. As the Respondent failed to appoint Arbitrator, the Petitioner filed the Arbitration Application under section 11 of the Arbitration Act, 1996 for appointment of an arbitrator to adjudicate upon the dispute between the Petitioner and Respondent arising out of the Work Agreement dated 26.09.2012.

2. During the pendency of the Arbitration Application, the parties i.e. the Petitioner and the Respondent had attempted to amicably settle the dispute out of Court by entering into Settlement Deed Dated 18.05.2022 on following terms:

a. It was agreed between the parties to amicably settle the dispute on payment of Rs.71,00,000/- (Seventy-One Lakh Rupees Only) against the balance outstanding amount of Rs.96,61,384/-. The said Amount of Rs. 71,00,000/- was agreed to be paid by the Respondent to the Petitioner in total 5 instalments out of which the 4 monthly instalments of Rs.14,00,000/- each was to be paid on or before 18.05.2022, 30.06.2022, 31.07.2022, 31.08.2022 and the 5th & last instalment of Rs. 15,00,000/- was to be paid on 30.09.2022.

b. That the Respondent paid to the Petitioner, 2 instalments of Rs.14,00,000/- each on 18 May 2022 and 30th June 2022 out of the said 5 monthly instalments.

c. The Respondents did not pay the balance amount of Rs.43,00,000/-.

3. Subsequently, during the pendency of the Arbitration Application (St) No. 7288 of 2021, the Petitioner and the Respondent entered into the **CONSENT TERMS** to amicably settle the dispute on terms hereinafter mentioned;

i) The Respondent had undertaken to pay a sum of Rs.44,00,000/- to the Petitioner towards full and final settlement amount. The Said amount of Rs.44,00,000/- was to include - i) Rs. 43,00,000/- towards dues outstanding under the Settlement deed dated 18.05.2022 and ii) Rs.1,00,000/- towards lump-sum compensation towards delayed payment.

ii) *The Respondent had undertaken to pay a sum of Rs.44,00,000/- to the Petitioner as per the following schedule:*

<i>Sr. No.</i>	<i>Particulars</i>	<i>Amount(Rs.)</i>
1.	<i>By Cheque No. 136333, Dated 09.07.2024 Drawn on Bank of Maharashtra, Indapur Branch, Pune.</i>	11,00,000/-
2.	<i>By RTGS on or before 15.11.2024.</i>	11,00,000/-
3.	<i>By RTGS on or before 15.12.2024.</i>	11,00,000/-
4.	<i>By RTGS on or before 15.01.2025.</i>	11,00,000/-
	Total	44,00,000/-

iii) *Accordingly, on presenting the duly executed Consent Terms containing the undertaking of the Respondent, this Hon'ble Court was pleased vide Order dated 12/07/2024 to accept the said undertaking and disposed of the Arbitration Application (St) No. 7288 of 2021 in view of the said Consent Terms.*

4) *The Respondent had undertaken to make entire payment of Rs.44,00,000/- by 15/01/2025. But the Respondent, had made only total payment of Rs,22,00,000/- by 14/01/2025 and never paid the balance of Rs. 22,00,000/-.*

5) *Therefore the present Contempt Proceedings against the Respondents were initiated as they never made the balance payment even after giving Notice.*

6) NOW THE PETITIONER AND THE RESPONDENTS HAVE AGREED AS FOLLOWS:

a) *The Respondents undertake to pay Rs. 22,00,000/- to the Petitioner towards outstanding amount and have handed over to the Petitioner a Demand Draft No. 878408 dated 26/11/2025 drawn on Bank of Maharashtra in sum of Rs.22,00,000/- issued in favour of the Petitioner immediately on tendering the present Consent Terms before this Hon'ble Court.*

b) *The Respondents undertake to pay Rs. 2,00,000/- to the Petitioner as lump-sum compensation towards delayed payment and have handed over to the Petitioner a cheque No. 137051 dated 04/12/2025 for an amount of Rs. 2,00,000/- drawn on Bank of Maharashtra by the*

Respondent No. 1 on its bank in favour of the Petitioner towards the said payment. The Respondents undertake to honour the said cheque when presented.

3 In the wake of above, Contempt Petition is disposed of.

[BHARATI DANGRE, J]