

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

CONTEMPT PETITION NO. 38 OF 2025
IN
SUIT NO. 103 OF 2022

Gold Finger Realty Investors Pvt Ltd

...Petitioner
(Org. Defendant)

Versus

1. Maharashtra Housing and Area
Development Authority

2. Sanjeev Jaiswal IAS VP
and CEO of Mhada

3. Milind Borikar,
Chief Officer Mumbai Board Mhada

...Respondents

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Mr. Piyush Raheja a/w. *Mr. Vishal Pattabiraman and Ms. Hemali
Dhande i/b Ms. Rucha Jog, for Petitioner-Original Defendant.*

Ms. Manisha Jagtap, for Respondent-MHADA.

Ms. Jyoti Chavan, Addl GP, for State of Maharashtra.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : December 18, 2025

ORDER :

1. By Consent Terms dated May 8, 2025, MHADA was required to pay to Gold Finger Realty Investors Pvt. Ltd., a sum of Rs. 26 crores. Such amount was also to be paid along with interest at 9% per annum computed from January 1, 2018 until the date of payment. The Consent

Terms were approved by this Court taking such commitment to pay as an undertaking given to the Court. Till date, the payment has not been made. It is in these circumstances that the Contempt Petition has been filed.

2. On the last occasion, Learned Advocate for MHADA had indicated that there are certain issues that have been raised by the State Government because of which there has been a delay in making the payment and MHADA is not resiling from its obligation to pay. Therefore, the Learned Additional GP was requested to remain present today.

3. Ms. Jyoti Chavan, Learned Addl. GP has entered appearance and submits that in another identically placed proceedings, in the case of *Maharashtra Housing and Area Developement Authority Vs. Bhoomi Shashwat Estate Private Limited And Anr*¹, before another Learned Single Judge of this Court, a commitment has been made that all these amounts would be paid by January 22, 2026. It is submitted by Ms. Manisha Jagtap, on behalf of MHADA as well as Ms. Chavan, Learned Addl. GP, on instructions, that a commitment has been made in such identically placed matter where payments have been similarly contracted in Consent Terms of the same date, that the monies would be

¹ Suit No. 104 of 2022 dated December 17, 2025

paid over no later than January 22, 2026. Both the advocates have instructions to make the same commitment in this matter as well.

4. Purely as a last chance, this commitment is accepted as an undertaking given to the Court. Should this commitment not be met by January 22, 2026, the registry shall issue notices to the respective office bearers of MHADA. The Court will consider issuing notices also to officials of the State Government, on whose instructions, the aforesaid commitment has been made, should the non-compliance persist. Put differently, it is expected that by January 22, 2026, all the amounts, i.e., Rs. 26 crores with interest at 9% computed from January 1, 2018 shall be paid over in terms of Consent Terms dated May 8, 2025.

5. Stand over to ***January 23, 2026*** to report compliance.

6. Should there be a persisting default, it is expected that Respondent Nos. 2 and 3 shall remain present in Court on *January 23, 2026*.

7. All actions required to be taken pursuant to this order, shall be taken upon receipt of a downloaded copy as available on this Court's website.

[**SOMASEKHAR SUNDARESAN, J.**]