

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

CONTEMPT PETITION NO. 54 OF 2025
IN
COMMERCIAL SUIT NO. 109 OF 2016

Ashok Thapar

...Petitioner

Versus

Supreme IndoSaigaon Associates and ors.

...Respondents

 Mr. Nirman Sharma a/w Mr. Ansh Karnawat Ms.Mansi Kaku, Mr. Jayesh Mestry,
 for Petitioner.

Mr. Hrushi Narvekar a/w Ms. T. Monis i/b ALJ and Partners, for the Respondent
 Nos. 1 and 2.

Mr. Anchit Ojha i/b Mr. Akash Singh, for Respondent No.3.

CORAM : ARIF S. DOCTOR, J.

DATE : 17th NOVEMBER 2025

P.C.:-

1. Mr. Narvekar, learned counsel appearing on behalf of the Respondent Nos. 1 and 2 has today tendered a copy of the draft agreement to be executed which according to him is in consonance with the order dated 20/08/2025. Mr. Sharma, learned counsel appearing on behalf of the Petitioner submits that while his clients are agreeable to execute the agreement that has been shared, the same is not, according to him, in consonance with the order dated 20/08/2025. Since

the same makes reference to certain inter say legal proceedings which he submits that ought not to find mention in the agreement for sale. He thus submits that while his client is ready and willing to execute the said agreement, the same will be without prejudice to his client's rights and contentions. Mr. Narvekar does not have any difficulty but points out that as per paragraph 17 of the order dated 20/08/2025, the Court had kept open the Defendant's rights to pursue all other monetary claims against the Plaintiffs. He submits that this also be specifically kept open.

2. Stand over to 21/11/2025 for compliance.

3. Learned counsel submits that while draft tender shared with the Court today pertains only to unit no. 608. There are 2 other identical agreements which pertain to unit 606 & 607 which shall also be shared and executed in the said terms.

(ARIF S. DOCTOR, J.)