



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

CONTEMPT PETITION NO.396 OF 2023

IN

WRIT PETITION NO.7281 OF 2022

Rahul s/o Vijayrao Sarnaik,
Aged about 37 years,
Occupation-Business
R/o. Village Chinchamba-pen,
Tq. Risod, Dist. Washim.

.. Petitioner
(Original Respondent/
Plaintiff)

.. Versus ..

Govind s/o Kantilal Bagdiya,
Aged about 52 years,
Occupation-Business,
R/o.Gajanan Nagar, Risod,
Tq. Risod, Dist. Washim.

Respondent
(Original Petitioner/
Defendant)

.....
Shri Vipul Bhise, Advocate a/w Shri Shantanu Khedkar, Advocate for
Petitioner.

Shri Shri A.S. Dabadghao, Advocate for Respondent.

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CORAM : PRAVIN S. PATIL, J.
RESERVED ON : 15.10.2025.
PRONOUNCED ON : 18.11.2025.

JUDGMENT :

1. By this petition, it is alleged by the petitioner that there is a willful disobedience of the order dated 10.2.2023 passed by this court in Writ Petition No.7281/2022 and thereby seeks contempt

action against the respondent (for the sake of brevity, the respondent herein is referred as contemnor).

2. This court by order dated 9.6.2025 has framed the charge against the contemnor as under :

“The respondent/contemnor has deliberately and willfully committed a breach of an undertaking given to this Court on 10/02/2023, which amounts to contempt of this Court and is liable for punishment under the Contempt of Court Act.”

3. In the light of charge framed against the present respondent, to consider whether the act committed by the contemnor is wilful disobedience of the undertaking given to this court, certain facts are required to be looked into which are undisputed in the matter.

4. The suit property involved in the present petition is a marriage hall owned by the contemnor. The petitioner and contemnor time and again entered into agreement whereby the contemnor has executed the rent agreement in favour of the petitioner to accept the bookings of the marriage hall and pay the rent as decided between them as per the agreement. The last agreement executed between them was extended till June-2023. However, before June-2023, the dispute arose between them on the issue of possession over the suit property.

5. The petitioner had filed RCS No.72/2022 for declaration and injunction against the contemnor and contemnor has filed RCS No.78/2022 for declaration and injunction against the

petitioner. It is admitted fact that the learned Trial Court has taken up both the Civil Suits together and decided the application for temporary injunction by its order dated 5.11.2022.

6. The learned Trial Court allowed the temporary injunction in favour of the petitioner and thereby restrained the contemnor from disturbing the peaceful possession of the petitioner over the suit property.

7. It is stated that both were claiming the possession over the suit property. Therefore, the said order of granting temporary injunction in favour of the petitioner and rejecting the temporary injunction of contemnor was challenged before the District Judge, Washim in Misc. Civil Appeal No.34/2022 and 35/2022. The said MCA was decided by the common judgment dated 22.11.2022 by the learned District Judge and both the appeals preferred by the contemnor were dismissed.

8. Against the judgment of District Judge dated 22.11.2022, the contemnor approached before this court by filing Writ Petition No.7281/2022. It is stated before this court that though the trial court has granted injunction in favour of the petitioner, the said order was stayed for a particular period and after preferring appeal by him, same was continued till the final decision of appellate court dated 22.11.2022. In view of this statement made by the contemnor, this court by order dated 24.11.2022 directed the parties to maintain status quo about the suit property till the next date. The said interim order of status quo was time to time continued during the pendency of Writ Petition No.7281/2022.

9. This court by judgment dated 10.2.2023 finally decided Writ Petition No.7281/2022. This court hold that the orders passed by the courts below were legal and justified and thereby dismissed the writ petition. But after the pronouncement of the judgment, the learned counsel for the contemnor made a request for continuation of interim order granted by this court dated 24.11.2022 for further period of four weeks to approach before Hon'ble Supreme Court of India. This court by considering the fact that agreement between the petitioner and contemnor will come to an end on June-2023 and contemnor agreed to follow the arrangement passed further order in the matter that, "whatever amount received by him from such bookings, he will pay it to the petitioner, if the respondent fails in Special Leave Petition before the Hon'ble Supreme Court of India." This court further directed the contemnor to file the list of bookings accepted by him before this court on or before 15.2.2023. As such, the interim relief of status-quo was continued for a period of four weeks only.

10. The contemnor against the order of this court had preferred Special Leave Petition No.4671/2023 before the Hon'ble Supreme Court of India. In said petition, Hon'ble Supreme Court of India granted interim order of status-quo. Thereafter, the matter was listed on 18.8.2023 and on hearing the parties, same was dismissed by the Hon'ble Supreme Court of India on 18.8.2023. As such, during the pendency of SLP before Hon'ble Supreme Court of India, interim relief was operating in the matter.

11. The petitioner alleged in the present petition that after the judgment of Hon'ble Supreme Court of India, he has issued the legal notice dated 20.10.2023 to the contemnor and pointed out that there is a non-compliance of the interim arrangement as agreed by him before this court while deciding Writ Petition No.7281/2022. As such, it is stated that non-compliance of the order of this court amounts to wilful disobedience of the order and if he fail to comply the order of this court, same will be treated as a breach of undertaking and contempt proceeding will be filed against him before this court.

12. In the light of abovesaid factual position, the petitioner filed present contempt petition, alleging that there is wilful and intentional disobedience of undertaking given by contemnor to this court, which is recorded in the order of this court dated 10.02.2023.

13. The contemnor in response to the notices of this contempt petition appeared before this court and filed his affidavit dated 23.8.2024. According to the contemnor, the proceeding filed by the petitioner is out of personal grudge. He has pointed out that during the pendency of Special Leave Petition before the Hon'ble Supreme Court of India, wherein order of status-quo was operating, the petitioner has tried to harassed his wife by doing overt act in the nature of criminal offences out of personal grudge and to settle a personal vendetta against him, therefore, police complaint was also lodged against him by the contemnor. Accordingly, the offence is registered against the petitioner under Sections 354 and 506 of the Indian Penal Code, vide Crime No.0169/2023.

14. The contemnor further stated in his affidavit that though he is ready and willing to comply the order of this court, there is an issue of interpretation of this court order dated 10.2.2023. According to him, this Hon'ble Court directed him to pay the petitioner the amount for 'such bookings' without prescribing the time period. Furthermore, he has preferred appeal before Hon'ble Supreme Court of India and order of status quo was granted therein. In between the period, rent agreement was expired. Hence, due to this complexity, he could not comply the order. According to him, there is no wilful and deliberate attempt to disobey the order of this court.

15. The petitioner herein then filed rejoinder in the petition and thereby stated that during the period 11.2.2023 to 28.9.2024 the contemnor has booked almost 25 marriage bookings at the marriage hall and accordingly the contemnor is required to deposit Rs.20,21,000/- but there is no such compliance at the instance of respondent/contemnor and same amounts to aggravate the contempt in the matter.

16. The contemnor thereafter filed affidavit dated 1.7.2025 and pointed out that he was never in receipt of legal notice dated 20.10.2023 which is alleged to be served by the petitioner on him. To substantiate this fact, he has placed reliance upon the track report of postal department which nowhere demonstrates that the legal notice was duly served on the contemnor. The contemnor also stated that he has already filed a copy of demand draft drawn in the name of the petitioner for the amount of Rs.59,000/- to show his bonafide intention to comply the order of this court. He further stated that the

statement of the petitioner that the contemnor has done the bookings is in violation of the order of this court is disputed. According to him, when in the month of June-2023, agreement was came to an end, there was no reason for the contemnor to deposit the amount of bookings to the petitioner after the month of June-2023. Hence, according to him, the petitioner has made incorrect statement before this court.

17. The last affidavit filed by the contemnor is of dated 23.7.2025. By this affidavit, he again stated that there may be lapse on his part in scrupulously following the direction of this court, but same was neither deliberate nor with an intent to defame the majesty of this Hon'ble Court. He therefore tendered apology for his conduct. The contemnor stated on oath that he has already prepared two independent demand drafts for the sum of Rs.2,99,000/- in total which he is willing to hand over to the petitioner or his counsel in presence of this court.

18. In the background of this factual position, the question which falls for consideration as to whether there is a wilful and deliberate disobedience of the order at the instance of contemnor towards order passed by this court or not. As per the settled position of law, to constitute the civil contempt, there must be disobedience of the order or breach of undertaking given to the court and same should be necessarily be a wilful breach of order. Expression or word 'wilful' means act or omission which is done voluntarily or intentionally and with the specific intent to do something which the law forbids or with the specific intent to fail to do something the law requires to be done, that is to say with bad purpose either to disobey

or to disregard the law. It signifies a deliberate action done with evil intent or with a bad motive or purpose.

19. In respect of breach of undertaking what is required to be considered is that whether the contemnor by making a false representation to the court obtains a benefit for himself and plays a serious fraud on the Court itself and thereby obstructs the course of justice and brings into disrepute the judicial institution. Hence, for reaching this conclusion, mere disobedience of the order of the court is not sufficient to constitute civil contempt. The disobedience must be wilful. The same must be deliberate and intentional and then only the process of civil contempt can be initiated against the contemnor.

20. Keeping in mind the above said legal position, firstly I had gone through again the order passed by this court on 10.2.2023, more particularly para 35 and 36 of the judgment which is relevant in the matter, as non-compliance of the same is alleged in the matter. Therefore, for the perusal, para 35 and 36 of the judgment of this court dated 10.2.2023 are reproduced as under :

35. Considering the fact that the agreement between the petitioner and respondent will come to an end on June, 2023, initially, I was not inclined to continue the stay, as it would amount to curtailing the rightful claim of the respondent to continue with the possession as per the agreement, however, as the petitioner agreed to follow the arrangement namely, whatever amount received by the petitioner for such bookings he shall pay it to the respondent, if the petitioner fails in Special Leave Petition before the Hon'ble Supreme Court of India. The list of bookings accepted by the petitioner shall be filed in this Court on or before 15/02/2023.

36. In the circumstances, the stay granted by this Court vide order 24/11/2022 shall continue for four weeks, on expiry of the same, it shall automatically come to end. The aforesaid undertaking of the petitioner is accepted. In case of any adverse order, the petitioner undertakes to make payment of the aforesaid amount within four weeks, from the date of such adverse order.”

21. The contemnor to justify his submission, pointed out that in the first part of the order of this court in para 35, it is stated that the agreement between the petitioner and contemnor will come to an end on June-23. Therefore, this court was not inclined to continue the stay. In second part, it is recorded that this court in view of the fact that the contemnor agreed to follow the arrangement that whatever amount received by him for such bookings, he shall pay it to the respondent, if contemnor fails in Special Leave Petition before the Hon’ble Supreme Court of India.

According to contemnor, there was no specific mention about the period during which the contemnor has to deposit the amount of bookings received by him to the petitioner. According to him, court has not made clear for which period the contemnor has to file the list of bookings before this court. In para 36 the stay granted by this court was continued for four weeks only and made it clear that it shall automatically come to an end. Furthermore, he stated that if the bookings are taken by the contemnor, naturally the amount towards the expenses towards arrangement of marriage had incurred to him while arranging the parties in the marriage hall. Hence, he was in dilemma as to how much amount he has to deposit in the matter.

22. According to me, the contemnor is justified in saying that there is an issue of interpretation of order of this court dated 10.02.2023. It is further admitted fact in the matter that the contemnor has preferred the Special Leave Petition before the Hon'ble Supreme Court of India and the interim order of status-quo was continued till 18.8.2023 meaning thereby after the expiry period of agreement which was come to an end on June-2023, the order of status-quo was in operation. Hence, there was a reason for the contemnor to be of the opinion that as the order of status-quo was operating in the matter till the month of June-2023, he was not required to pay the amount.

23. In the present petition, the contemnor immediately after his appearance stated that he is ready to pay his net earning i.e. bookings done by him during the period from 10.2.2023 which according to him comes to Rs.35,750/-. Therefore, it cannot be said that he was willfully avoiding to comply the order of this court. After framing of the charge, the contemnor also came with the submission that he has already prepared two independent demand drafts for the sum of Rs.2,99,000/- in total and he is willing to hand over the same to the petitioner or his counsel in presence of this court. As such, considering this factual aspect, it is clear that the act of the contemnor was not wilful to disobey the order of this court.

24. The learned counsel for the petitioner has heavily relied upon the judgment of the Hon'ble Supreme Court of India in the case of *Balwantbhai Somabhai Bhandari .vs. Hiralal Somabhai Contractor (Deceased) represented by Lrs and others, reported in (2023) 17 SCC 545*. I have gone through the judgment and the

conclusion summarized in this said judgment by the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India has held that while deciding the fact of civil contempt the petitioner must satisfy before the court that a person who has alleged to have committed civil contempt, there must be specific direction of the court and disobedience to the said judgment must be wilful.

25. So also in catena of judgment of Hon'ble Supreme Court of India it is held that in civil contempt the disobedience of the order of breach of undertaking given to the court must be wilful. Mere disobedience of an order of this court is not satisfied to constitute the civil contempt. The disobedience must be wilful, deliberate and intentional. Furthermore, the contempt power cannot be used unless the court is satisfied beyond doubt that the person has deliberately and intentionally violated the order of this court. This view according to me is more pragmatic. But according to me, the petitioner failed to point out wilful disobedience of the order at the instance of contemnor.

26. It is pertinent to note that the Contempt of Court Act makes provision for taking action against the person/persons, who willfully disobeys the order passed by the Court. The very purpose of this provision is to ensure that the majesty of the Court and the rule of law is maintained at any cost. However, the contempt proceedings cannot be permitted to be used as a tool for settling other disputes between the parties and in no circumstances it can be allowed to be invoked for the purpose of creating a pressure on the opposite side for conceding the demands. Needless to emphasis that contempt proceedings are not a substitute for regular litigation. No doubt the

proceeding can be initiated to enforce Court orders and to uphold the dignity of the Court and the process of law, however, it cannot be permitted to be made as a shortcut or a parallel or alternative legal remedy for resolving the disputes between the parties.

27. As per the facts stated above in the present matter, it is clear that the relation between the petitioner and the respondent being strained due to civil dispute arose between them. So also contemnor has file criminal complaint against petitioner. I am of the opinion that petitioner is trying to use the contempt proceeding as a weapon against the contemnor/respondent.

28. In peculiar facts and circumstance, I am of the opinion that the charge framed against the present contemnor/respondent is not proved beyond doubt as required under the provisions of law. At the most, it can be said that there is delay on the part of the contemnor to deposit the amount which he agreed in his last affidavit dated 23.7.2025 before this court under the pretext of ambiguity in the order of this court. Therefore, to meet the end of justice the contemnor/respondent is directed to handover the demand draft of Rs.2,99,000/- to the petitioner or his advocate forthwith and place on record of acknowledgment of the same.

29. For the aforesaid reasons, the Contempt Petition stands dismissed. No order as to costs.

(PRAVIN S. PATIL, J.)