



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

CONTEMPT PETITION NO. 03 OF 2025

IN

WRIT PETITION NO. 4352 OF 2024 (D)

1. Roshanali s/o Yusufali Ajani
Aged about : 80 Years, Occu : Business;

2. Ruheali s/o Roshanali Ajani
Aged about : 46 Years, Occu : Business;

Both R/o Kamala Nehru Ward, Warora,
Tahsil Warora, District Chandrapur.

... PETITIONERS

VERSUS

1. Asgarali s/o Yusufali Ajani
Aged about : 74 years, Occu : Business;

2. Mohammadali s/o Asgarali Ajani
Aged about : 42 Years, Occu : Business;

Nos. 1 and 2 R/o Puri House, Gajanan
Nagar, Anandwan Square, Warora, Tahsil
Warora, District Chandrapur.

3. Dinesh s/o Santosh Vangani
Aged about : 50 Years, Occu : Service; State
Head, Reliance BP Mobility Ltd. 2nd Floor,
Fidvi Towers, Opp. Saraf Chambers, Sadar,
Nagpur.

4. Harish Chander Mehta
Aged about : Major, Occu : Service; Chief
Executive Officer (CEO), Reliance BP
Mobility Ltd. Maker Chambers IV, 3rd Floor,
222 Nariman Point, Mumbai – 400 021.

... RESPONDENTS

Mr. M. G. Bhangde, Senior Advocate assisted by Mr. M. P. Khajanchi, Advocate for Petitioners.

Mr. A. A. Naik, Senior Advocate assisted by Mr. R. R. Deo, Advocate for Respondent Nos.1 and 2.

Mr. Sunil Manohar, Senior Advocate assisted by Mr. Y. N. Sambre, Advocate for Respondent No.3.

CORAM : R. M. JOSHI, J.

DATE : JULY 10, 2025.

JUDGMENT

. The Petitioners are seeking invocation of Article 215 of the Constitution of India seeking initiation of contempt proceedings against the Respondents.

2. The facts, according to the Petitioners, which led to the filing of this Petition are narrated in brief as under :

(i) Petitioners are original Plaintiffs in Special Civil Suit No. 38/2022 filed against the Respondents before Civil Judge Senior Division, Warora. In the said proceeding it was the claim of the Petitioners that they are exclusively running a petrol pump which is located in Layout Plot Nos. 1, 2 and 10 to 14 in Survey No. 452/1-A of village Warora. The said suit came to be filed on the basis of Morandum of Understanding which came to be executed between the parties on 4/10/2013. An application was filed for temporary injunction by

Plaintiffs. Whereas Respondent Nos.1 and 2 filed application (Exhibit-32) for appointment of Arbitrator. Both sides filed replies to each others applications.

(ii) Learned trial court passed order below Exhibit-32, whereby the application filed by the Respondents for appointment of Arbitrator came to be allowed. This order dated 2/5/2024 was challenged before this Court in Writ Petition No.4352/2024. By order dated 14/11/2024 this Court allowed the said Petition partly and remitted the matter back to the trial court for decision afresh on application (Exhibit-32). On 14/11/2024 this Court observed that the statement made by the Advocate for Respondent Nos.1 and 2, as recorded in order dated 24/10/2024 shall continue till the disposal of application (Exhibit-32).

3. It is a case of the Petitioners that they came to know that on 30/12/2024 the Respondent Nos.2 to 4 have executed Indenture of Lease for the period of 19 years and 11 months commencing from 19/1/2025 till 18/12/2044. This lease agreement was executed in respect of the land, on which, petrol pump in question is situated. It is the case of Petitioners that execution of the lease agreement dated 30/12/2024 is willful, *mala fide* and in disobedience of the directions issued by this Court and therefore, it constitutes contempt as defined by Section 2(b) of the Contempt of Courts Act, 1971.

4. There is further allegation made by the Petitioners that on 18/1/2025 i.e. before the valid termination of the earlier lease (contract), the fuel supply to the petrol pump was stopped by the Respondent Nos.3 and 4 at the instance of Respondent Nos.1 and 2 and thereby they have abetted in the act of Respondent Nos.1 and 2 in willfully disobeying the order of this Court.

5. Incident allegedly occurred on 18/1/2025 and 19/1/2025 are also sought to be relied upon by the Petitioners by contending that the Respondents visited the retail outlet run by the Petitioners with an intention to seek forcible possession of the same. On these amongst other contentions, the Petitioners have sought an action against the Respondents under the Contempt of Court Act.

6. The Respondents caused appearance and filed replies to the Petition. In these replies the allegations and contentions made by the Petitioners are specifically denied. Relevant facts from the perspective of Respondents were also brought on record in respect of the parties to the proceedings, undertaking given and order passed by this Court in Writ Petition No. 4352/2024. Reference is also made to the correspondence entered into between the Petitioners and Reliance Petroleum Limited.

7. Learned Senior Counsel appearing on behalf of the Petitioners submits that the Respondent Nos.1 and 2 through their Advocate had given an undertaking to this Court in Writ Petition No. 4352/2024 which has been duly recorded by the Court in its order dated 24/10/2024. It is his submission that said undertaking was continued in view of order dated 14/11/2024 till the decision on application (Exhibit-32) by the trial court. He argued that the said application came to be decided on 13/2/2025, and hence the statement made before this Court in the form of undertaking was binding on the Respondent Nos.1 and 2 at least till then, and since there is a violation thereof, appropriate action under the Contempt of Court Act is contemplated against them. In order to buttress his submission, he took this Court to various documents, more particularly, Partnership Deed, Dealership Agreement with the Petitioners' Firm and subsequent Lease entered into between Respondent Nos.1, 2 and 3, 4. Insofar as the incidents of 18/1/2025 and 19/1/2025 are concerned, it is his submission that entry of the Respondents on the premises of the petrol pump with an intention to take over the possession thereof is in complete breach of the undertaking given and order passed by this Court.

8. Insofar as the Respondent Nos.3 and 4 are concerned, it is contended that even if there is no undertaking given by these Respondents, the

facts on record indicate that Respondents aided and abetted the act of disobedience of the order of this Court, and therefore, they are also liable for action under the Contempt of Court Act.

9. The learned Senior Counsel drew attention of the Court to order dated 18/6/2025 passed by the Co-ordinate Bench of this Court at Bombay in *Commercial Arbitration Petition (L) No. 3416/2025 (Reliance BP Mobility Limited V/s Mohammad Ali Asgar Ali Ajani & Ors.)* in order to argue that this Court has also held about the erstwhile dealership agreement being in operation till July-2025. Thus, it is his contention that in view of these findings, the acts of the Respondents as enumerated in the Petition clearly constitute contempt of Court. On these amongst other submissions and relying upon the following Judgments, the action against all the Respondents is sought.

- (i) Indra Pasricha V/s Deepika Chauhan and Others, 2022 SCC OnLine Del 1090; and
- (ii) Shamkant Tukaram Naik V/s Dayanabai Shamsan Dighodkar and others, 1989 Mh.L.J. 857.

10. The learned Senior Counsel appearing on behalf of the Respondent Nos.1 and 2 submitted that though there is no dispute made with

regard to the fact of giving an undertaking to this Court by these Respondents, according to him, the said undertaking needs to be considered in the context of the suit filed by the Petitioners before the trial court. It is his submission that the stand taken by the Petitioners till date as well as the correspondence exchanged with Respondent Nos.3 and 4 clearly indicate that even the Petitioners are not disputing the fact that the earlier Dealership Agreement has come to an end on 18/1/2025. He drew attention of the Court to the letter issued on behalf of the Respondent Nos.3 and 4 intimating well in advance the visit of their Officers for the purpose of inspection. It is his submission that the response to the said letter and other communications by the Petitioners, clearly indicate that by accepting the fact that the previous Dealership Agreement is over on 18/1/2025, Petitioners had sought a fresh agreement of dealership with them. This, according to him, clearly indicates that there is no question of any act done by the Respondent Nos.1 and 2 which would constitute the contempt of court. Finally, it is submitted that the order passed by the Coordinate Bench of this Court in case of ***Reliance BP Mobility Limited*** (*supra*) itself is sufficient to indicate that all parties have corresponded with one another on the premise that the dealership would expire 20 years after its execution. It is his submission that this Court has observed that the parties, however, have missed the fine print about how to compute the period and in

this context it is held that the dealership is still alive. Thus, these observations of this Court clearly indicate that the parties, both the Petitioners and Respondent Nos.1 and 2 went on *bona fide* impression that the Dealership Agreement comes to an end on 18/1/2025, and in view of such fact, no case of contempt has been made out against these Respondents.

11. Learned Senior Counsel appearing on behalf of the Respondent Nos.3 and 4 amongst other submissions pointed out pleadings of the Petitioners and prayer. The said prayers, according to him, indicate that the Petitioners themselves before the trial court are seeking a direction to Defendant Nos.2 and 3 therein i.e. Respondent Nos.3 and 4 herein to execute the document of renewal of Lease for twenty years from 19/1/2025. According to him, this prayer made in the suit filed by the Petitioners, itself would lead to the conclusion that there is no substance in the allegation of the contempt of court having been committed by these Respondents. He has also drawn attention of the Court to the contention of the Petitioners before the trial court, which according to him, is based upon the claim of Petitioners not only in respect of the business of partnership, but also in respect of the land beneath the petrol pump which is admittedly belonging to Respondent No.2. According to him, this issue could never become subject matter of dispute in the

correctness or otherwise of the fresh Dealership Agreement. It is his submission by placing reliance on the Judgment of this Court in the case of ***Shamkant Tukaram Naik V/s Dayanabai Shamsan Dighodkar and others, 1989 Mh.L.J. 857*** that there is no provision for punishing aiding or abetting contempt, and therefore, in any case, no action is contemplated against these Respondents.

12. 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.

13. Here in this case, the record more than sufficiently demonstrates that there is a dispute between the parties, more particularly, Petitioners and

Respondent Nos.1 and 2 with regard to the right of dealership of petrol pump. It is also *prima facie* apparent from the record that there was an agreement for the distribution of the businesses between the partners. At the same time no dispute is made with regard to the fact that Respondent No.2 only is the owner of the land in question. The dispute, however, is also made with regard to the period for which the earlier Dealership Agreement subsists. The dispute between the parties being arbitrable, has already reached the doors of the competent Court/Tribunal. The order passed by this Court in case of ***Reliance BP Mobility Limited*** (*supra*) is testament to the said fact.

14. Thus, there is no room of doubt in order to hold that there is a dispute between the parties which is apparently commercial in nature. Now question arises as to whether there is any willful disobedience of the order of this Court or the undertaking given on behalf of the Respondent Nos.1 and 2 to this Court and as to whether the Respondent Nos.3 and 4 have aided and abetted for such willful disobedience in order to take action under the Contempt of Court Act against all these Respondents.

15. Record indicates that Petitioners filed suit being Special Suit No. 38/2022 before Civil Judge Senior Division, Warora an application was filed

under Order 39 Rule 1 and 2 of the Code of Civil Procedure for grant of temporary, mandatory injunction with following prayer:

***“Prayer :-** It is, therefore prayed that this Hon’ble Court be pleased to Direct the Defendant Nos.2 and 3 to execute the document of renewal of lease for 20 years from 19/01/2025 onwards within a time to be fixed by this Hon’ble Court without prejudice to the respective rights and contentions in the suit as well as subject to ultimate result of this suit and on failure of either of them to do so, this Hon’ble Court be pleased to execute the said document on behalf of Defendant No.2 as lessor and Defendant No.3 as lessee.”*

16. This prayer, if read conjointly with the pleadings of the Petitioners/Plaintiffs *prima facie* shows that the Petitioners are also in agreement with the fact that the previous Dealership Agreement has come to an end on 18/1/2025. Had it been not so, there was no question of Petitioners making the aforestated prayer before the trial court.

17. Apart from this, perusal of the correspondence placed on record indicates that on 7/12/2024 on behalf of Respondent Nos.3 and 4 a communication was sent to M/s Haji Noor Mohammed Petroleum regarding Dealership Agreement dated 19/1/2005 with specific statement that the said Agreement would expire on 18/1/2025. It was further recorded therein that RBML proposes to continue the dealership on conditions mentioned in the

draft Dealership Agreement. This correspondence was responded by the Petitioners on 14/12/2024 showing their willingness to enter into Dealership Agreement with effect from 19/1/2025 on conditions mentioned therein. This correspondence between the parties clearly demonstrates about the parties being *ad idem* about the date of termination to be 18/1/2025 of the earlier Dealership Agreement dated 19/1/2005.

18. In this backdrop, even if it is accepted that Respondent Nos. 3 and 4 stopped the supply of fuel on 18/1/2025 and caused visit to the petrol pump on that day, the same would not constitute any act which amounts to aiding or abetting the act of disobedience/violation of any order by Respondent Nos.1 and 2.

19. As far as Respondent Nos.1 and 2 are concerned, the undertaking given to this Court is in respect of not obstructing the running business of petrol pump. Once the parties themselves are in agreement with regard to the Dealership Agreement coming to an end on 18/1/2025, at least *prima facie* it cannot be held that there was any act on the part of Respondent Nos.1 and 2, which would constitute a willful disobedience of the order or violation of the undertaking given to this Court.

20. This Court is of the *prima facie* view that the present Petition is nothing but an attempt made by the Petitioners to pressurize Respondent Nos.3 and 4 to concede their demand of the Dealership Agreement. This finding becomes inevitable in view of the admitted pleadings of the Petitioners/Plaintiffs before the trial court and the correspondence entered into between them.

21. As a result of the above discussion, this Court finds present Petition to be meritless and hence stands dismissed.

22. It is clarified that above observations are made on *prima facie* consideration of the record and for extremely limited purpose of ascertaining as to whether the case is made out for taking cognizance of proceeding under the Contempt of Court Act. Any finding recorded by this Court, therefore, in this Judgment shall not bind any Court/Tribunal etc.. in any other proceedings between the parties.

(R. M. JOSHI, J.)