



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CONTEMPT PETITION NO. 44 OF 2026
IN
WRIT PETITION NO. 16498 OF 2025

Sherry Sarosh Doodhmal

...Petitioner

Versus

Vallabhbhai Dhanjibhai Vageshia & Ors.

...Respondents

Mr. Huzefa Nasikwala a/w. Idris Balasinorwala, Farzana Rine for the petitioner.

Mr. Aditya Suhas Lele a/w. Rutuparn Umesh Deo for contemnors.

Ms. Manisha Jagtap for respondent-MHADA.

Mr. P.P. Kakade, Addl. G.P. a/w. Mr. A.R. Deolekar, AGP for the State.

CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.

DATE: 3 FEBRUARY 2026

P.C.

1. This Contempt Petition is filed by the petitioner alleging breach of the order dated 4 September, 2024 passed by this Court on Writ Petition (L) No. 2128 of 2024 and the subsequent order dated 9 December, 2025 passed on Contempt Petition No. 108 of 2025. The petitioner has prayed for certain executory reliefs, which are in terms of prayer clause (a) and the substantive reliefs prayed for in the Writ Petition. The prayers made in the Contempt Petition are required to be noted, which reads thus:

“a) hold the Contemnors (partners of Patarc Developers) guilty of civil contempt for willful disobedience of the orders dated 4 September, 2024 passed in Writ Petition (L) No. 2128 of 2024 (Exhibit H hereto) and the order dated 9 December, 2025 passed in Contempt Petition No. 108 of 2025 (Exhibit DD hereto) and punish the Contemnors appropriately under the Contempt of Courts Act, 1971.

b) Issue a direction or order compelling the Contemnors to forthwith enter into and register the Permanent Alternate Accommodation Agreement

with the petitioner strictly in terms of the minutes of order dated 4 September 2024 passed in Writ Petition (L) No. 2128 of 2024 (Exhibit H hereto) and the order dated 9 December, 2025 (Exhibit DD hereto) within such time as this Hon'ble Court deems fit."

2. At the outset, we may note the order dated 4 September, 2025 on Writ Petition (L) No.2128 of 2024 passed by this Court, which reads thus:

1. Heard learned counsel for the parties.
2. Learned counsel for the Petitioner and the 7th Respondent hand in draft minutes of the order, which is taken on record and marked 'X' for identification with today's date.
3. We have perused the draft minutes of the order, and we find that this substantially settles the disputes between the Petitioner and the 7th Respondent. All rights and contentions of the parties are also being kept open since an eviction suit is pending before the Small Causes Court.
4. Subject to the outcome of this Suit, the 7th Respondent has recorded its no objection to adding the Petitioner's name in the column of the 'name of occupants' in the certified tenants list in respect of Flat No. 2-B, 2nd Floor, Botawala Building within two weeks from the date of this order by deleting the remark "kept in abeyance".
5. Accordingly, there shall be an order in terms of the draft minutes of the order. In particular, MHADA is directed to remove the remark "kept in abeyance" from the certified tenants list (Exhibit R to the Petition) in respect of Flat No. 2-B, Second Floor, Botawala Building within two weeks from today and add the Petitioner's name in the column of 'name of the occupants'.
6. The Petitioner and the authorised representative of Respondent No. 7 are present in the Court. They say that they have read and understood the draft minutes of the order and agree that this Petition would be disposed of based on them. The statements made in the draft minutes of the order are accepted as undertakings to this Court.
7. This Petition is disposed of in terms of the draft minutes of the order. There shall be no orders for costs.
8. The soft copy of this draft minutes of the order will be uploaded as a second order in the matter along with this order. The Registry will ensure that the hard copy of the signed minutes of the order is permanently retained in the file as a part of the record and is not sent for destruction in the ordinary course."

3. Subsequently, order dated 9 December, 2025 was passed by this Court on

Contempt Petition No. 108 of 2025, which reads thus:

“1. These are two proceedings. The Contempt Petition No.108 of 2025 is filed alleging contempt of an order dated 4 September 2024 passed by the co-ordinate Bench of this Court in terms of the minutes of the order. The Writ petition No.16498 of 2025 was filed praying for the following reliefs:

“a. Issue a writ of certiorari or any other appropriate writ, order, or direction quashing and setting aside the impugned notice dated 25th November 2025 issued by Respondent No.2 under Section 95A of the MHAD Act (Exhibit GG hereto);

b. Issue a writ of mandamus or any other appropriate writ, order, or direction compelling Respondent No.3 to forthwith enter into and register the Permanent Alternate Accommodation Agreement with the Petitioner strictly in terms of the minutes of order dated 4th September 2024 passed in Writ Petition (I) No.2128 of 2024 (Exhibit G and H hereto) within such time as this Hon’ble Court deems fit;”

2. We have heard learned Counsel for the parties on both the proceedings. Insofar as the contempt petition is concerned, it appears that in terms of what was agreed between the parties and as recorded by the Court in the order dated 4 September 2024 that is in terms of the draft minutes of the order, the permanent alternate accommodation agreement was not incorporating the correct area which although was completely known to the respondents-contemnor. The total carpet area as certified by the Executive Engineer/D-3 Division of the Mumbai Building repairs & Reconstruction Board, is of 153.59 sq.mt. Carpet area i.e. 1653.14 sq.ft. (Page 109 to the Writ Petition). This was also a categorical stand taken in the reply affidavit as filed by MHADA of Mr. Rupesh Raut, Resident Executive Engineer in which in paragraph 12 he has clearly set out the said area. In forwarding the draft of Permanent Alternate Accommodation Agreement, the area which was set out however was to the following effect (page 160 of the petition):

“E) The Occupant claims to be in possession of the said flat on Second floor, admeasuring 144.72 square meters equivalent to 1557.18 square foot Carpet area, in the building known as “Botawala” on the said property.”

3. We cannot accept that the respondent-contemnor was not aware of the record and the said certificate and therefore, the aforesaid clause could not have been incorporated as it was clearly contrary to the orders passed by this Court, as also the record of the MHADA as placed before the Court and considered by the Court in accepting the minutes of the order. We are thus of the clear opinion that it is clearly a mischief played by the contemnor-respondent. Be that as it may, Mr.Rashmin Khandekar, learned Counsel appearing for the contemnor has tendered apology on behalf of his client, stating that it be considered as an inadvertent mistake of his clients and that his client – contemnor is ready and willing enter into a PAA Agreement in terms of the order passed on 4 September 2024, which incorporates the correct area as noted by us hereinabove i.e. area of 1653.14 sq.ft. We accept the statement as made by Mr. Khandekar, on instruction. Let the PAA Agreement accordingly be executed between the parties within one week from

today. Mr. Nasikwala, on instructions, submits that after the agreement is entered, his client shall unconditionally vacate the premises by 10 January 2026 without seeking any further extension.

4. In this view of the matter, we do not intend to take forward the contempt proceedings. The Contempt Petition is accordingly disposed of. The MHADA would also not take any coercive action till 10 January 2026.

5. Insofar as Writ Petition No.16498 OF 2025 is concerned, in view of the order passed on the Contempt Petition, in our opinion, even the writ petition ought not to proceed, for any further adjudication.

6. The Writ Petition also stands disposed of in the aforesaid terms. No costs.

7. Parties to act on the authenticated copy of this order.”

4. It is clear from the order passed by this Court in the Contempt Petition, which followed the order on the Writ Petition in terms of the Minutes of Order dated 3 September, 2024 that the respondent/developer was required to grant permanent alternate accommodation to the petitioner, subject to the outcome of the pending R.A.E. Suit No. 850 of 2024 filed by the landlords before the Small Causes Court. The allotment was of an area admeasuring 1653.24 sq.ft., as certified by MHADA. Subsequent to the filing of the petition, it appears from the documents as placed on record in the Contempt Petition that the respondent/developer has consistently taken a position that it would allot permanent alternate accommodation admeasuring 1653.24 sq. mtrs. (equivalent to 153.59 sq. mtrs.) as certified by MHADA.

5. Mr. Nasikwala, learned counsel for the petitioner, has also not disputed the copy of the Agreement for Permanent Alternate Accommodation dated 20 December, 2025 as received by his client, wherein, in clause (E), the following recital has been made:

“E) The occupant claims to be in possession of the said flat on second floor, admeasuring 153.59 square meters equivalent to 1653.24 square foot carpet foot Carpet area, in the building known as “Botawala” on the said property.”

as also in Schedule ‘B’, the following area of the permanent alternate premises to be allotted has been made:

THE SCHEDULE B
(Describing the New Premises)

“NEW RESIDENTIAL PREMISES admeasuring 153.59 square meters equivalent to 1653.24 square feet of carpet area in the Newly Constructed building on the first habitable floor on said property described in Schedule A.”

6. Mr. Lele appearing for landlords, also confirms and states that his clients shall abide by the aforesaid conditions in respect of the permanent alternate accommodation, which shall be entered between the parties and duly registered, as agreed in the Minutes of Order dated 3 September, 2024. Learned counsel has also stated that, in regard to other entitlement, his clients shall abide by the same, namely, payment of transit rent and shifting charges of Rs.50,000/-, being a one-time payment.

7. We accept the statements made by the learned counsel. In this view of the matter, we are not inclined to adjudicate this Contempt Petition any further, as we are of the clear opinion that there is no deliberate or willful disobedience of the orders passed by this Court. We may also observe that there are certain issues in the recitals, however, the fact remains that what was recorded in the draft Minutes of Order was the statement that the petitioner claims to be a tenant of Flat No. 2-B, Botawala building and in possession since 1985. This does not amount to any

declaration or acceptance of any position by the respondent/developer. All such issues are the subject matter of R.A.E. Suit No. 850 of 2024, which is sub judice and the grant of permanent alternate accommodation is also subject to the outcome of the said proceedings as agreed between the parties.

8. The Contempt Petition is disposed of accordingly. No costs.

9. At this stage, considering that the husband of the petitioner is admitted to the Intensive Care Unit and is ailing, we accept the request made by Mr. Nasikwala that the premises shall be vacated by the petitioner within a period of four weeks from today. Let the Agreement for Permanent Alternate Accommodation be entered within 10 days from today.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)