

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CONTEMPT PETITION NO.39 OF 2025

IN

ARBITRATION PETITION NO.339 OF 2024

Premier Textile Processors

....Petitioner

Versus

Shree Naman Developers Private Limited

....Respondent

Mr. Gaurav Joshi, Senior Advocate *a/w. Shrey Fatterpekar, Ameet Mehta, Aditya Bhatt, Nirav Marjadi, Janhavi Shetty, Kushal Harnesha, Srushti Mehta, Rebha Dogra & Pooja Zagde i/b. Solicis JVPD, for Petitioner.*

Mr. Vikram Nankani *a/w. Anoj Menon, Sahil Harjani & Aastha Mehta i/b. M/s. Desai & Diwanji, for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 8, 2026

ORDER :

1. This Contempt Petition has been filed under Section 27(5) of the Arbitration and Conciliation Act, 1996 (*“the Act”*).
2. It is common ground that as of today, only 14 units remain to be sold. The net sales revenue computed on the basis of the units sold till date and the entitlements of the Petitioner to security of its share of the net sales revenue are said to be in the sum of Rs.159.21 Crores.
3. Learned Senior Counsel for the alleged Contemnor points to fixed deposits (*“FDs”*) having been created and deposited with a lien

marked in favour of the Prothonotary & Senior Master of this Court on such sum with the break up being: (i) Rs.75 crores of FDs being deposited on December 1, 2025; (ii) Rs.18.55 crores of FDs being deposited on December 8, 2025 and (iii) Rs.65.66 crores FDs being deposited on January 7, 2026.

4. It is common ground that with the aforesaid creation of FDs with lien marked in favour of the Prothonotary & Senior Master of this Court, the operational directions contained in the Order passed by the Learned Arbitral Tribunal under Section 17 of the Act on January 4, 2025 (“**Section 17 Order**”) are now complied with. As regards the residual units, it is committed by the Learned Senior Counsel on instructions from the Alleged Contemnors that upon the sale of such units, information about the sale would be reported in terms of the Section 17 Order and the corresponding entitlement to the Petitioner being secured would be adhered to.

5. In these circumstances, taking into account the commitment towards future compliance and it being common ground that nothing survives in the Contempt Petition, the Contempt Petition is hereby ***finally disposed of*** with the alleged contempt having been purged.

6. It is noted that the Section 17 Order gives the Alleged Contemnors the option of securing the Petitioner with fixed deposits or a bank guarantee. Should the Alleged Contemnors bring to bear bank

guarantee to secure the Petitioner, in compliance with the Section 17 Order, the Prothonotary & Senior Master would permit them to replace the fixed deposits with the bank guarantee as directed in the Section 17 Order, of which the contempt has been alleged in this Petition. It is made clear that unless a bank guarantee is furnished the lien marked on the FDs shall not be released.

7. With the aforesaid observations, this Petition is hereby ***finally disposed of.***

8. Learned Counsel for the parties also jointly submit that another Contempt Petition being ***Contempt Petition (L) No.29456 of 2025*** which had been filed alleging contempt of this Court's order passed earlier is also now rendered infructuous in view of the foregoing. In these circumstances, by consent of parties, the aforesaid ***Contempt Petition (L) No.29456 of 2025*** is taken on Broad and disposed of by consent as being infructuous.

9. 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.]