HC-KAR
NC: 2026:KHC:63906-DB
CCC No. 1265 of 2024
CNR: KAHC010681332024

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 18TH DAY OF NOVEMBER, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

CIVIL CONTEMPT PETITION NO. 1265 OF 2024

BETWEEN:

M/S MYSORE METAL INDUSTRIES
A REGISTERED PARTNERSHIP FIRM
INCORPORATED AND REGISTERED
UNDER THE INDIAN PARTNERSHIP ACT,
HAVING ITS REGISTERED OFFICE AT NO.14,
CORNWELL CROSS ROAD, LANGFORD GARDENS,
BENGALURU 560 025.
REPRESENTED HEREIN BY ITS
DULY AUTHORIZED PARTNER
MR. M.P. VIVEK

...COMPLAINANT

(BY SRI. DEVAIAH I S, ADVOCATE)

AND:

Digitally signed by B VEENA KUMARI
Location: HIGH COURT OF KARNATAKA

MR. RATNAKAR SHETTY
S/O LATE C SANJEEVA SHETTY
AGED ABOUT 65 YEARS,
MANAGING DIRECTOR,
R J RISHIKARAN PROJECTS PVT LTD,
PENTHOUSE, R J MANOR APARTMENT,
NO.11/A, 80 FEET ROAD, 3RD BLOCK KORAMANGALA,
BENGALURU-560 034.

...ACCUSED

(BY SRI. ASHOK B PATIL, ADVOCATE)

THIS CCC IS FILED UNDER SECTIONS 11 AND 12 OF THE CONTEMPT OF COURTS ACT, 1971, R/W ARTICLE 215 OF THE CONSTITUTION OF INDIA, PRAYING TO PROSECUTE AND PUNISH THE ACCUSED FOR WILLFULLY DISOBEYING THE UNDERTAKING GIVEN BY THE ACCUSED IN HIS AFFIDAVIT DATED 30.09.2022 (ANNEXURE-A) AND FOR WILLFULLY DISOBEYING THE ORDER

DATED 30.09.2022 (ANNEXURE-B) PASSED BY THIS HON'BLE COURT IN COMAP NO.268/2022.

THIS PETITION, COMING ON FOR TRIAL, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE D K SINGH
AND
HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

ORAL ORDER

(PER: HON'BLE MR. JUSTICE D K SINGH)

The present Contempt Proceedings has been filed alleging willful disobedience/non-compliance of the order dated 30.09.2022, passed by this Court in COMAP No.268/2022 and the undertaking given by the contemnor in his affidavit dated 30.09.2022.

2. This Court vide the said order had disposed of the Commercial Appeal on the basis of the affidavit of undertaking filed by the parties. The respondent-accused has agreed as under:

> **"AFFIDAVIT FILED BY THE RESPONDENT**
>
> I, M.P. Vivek, s/o M.R.Parasuram, aged about 52 years, duly authorized partner of the Respondent firm, residing at no.14, Cornwell Cross Road, Langford Gardens, Bengaluru – 560025, do hereby solemnly state and affirm as follows:
>
> 1. I am conversant with the facts of the case, and hence am swearing to this affidavit.

2. I state that this affidavit is being filed further to the various directions passed by this Hon'ble Court and the observation that the parties should amicably settle the matter, and with intent to amicably settle all disputes. I state that, in compliance with the orders of this Hon'ble Court, we have agreed as follows:

   i. The Appellant has undertaken to complete construction of the project in terms of the JDA and to obtain occupancy certificate in respect of the entire project by the end of October, 2023. The Appellant has also undertaken that the apartments shall be ready for occupation by November, 2023, by which time the entire construction, including all amenities, shall be completed.

   ii. In the event that the construction remains incomplete even as on November 2023 and the Appellant has failed to obtain an occupancy certificate in respect of the entire project from the competent authority as on that date, the Respondent shall be at liberty to seek all remedies in terms of the JDA.

   iii. The Respondent shall take the responsibility of undertaking the finishing work with respect to its 61 apartments, at its own cost. The Appellant has no objection for the same.

   iv. The estimated cost of undertaking the finishing work with respect to the 61 apartments of the Respondent is as under:

Sl. No.	Particulars	Amount
1	Flooring	`10,874,195.48
2	Doors	`6,320,916.97
3	Kitchen	`1,714,832.00
4	Toilet Sanitary	`3,155,528.00
5	Toilet CP fixtures	`1,387,156.00
6	Electrical Wire and Switches	`61,00,000
7	Painting	`29,19,850
8	Bathroom False Ceiling	`5,73,000
	GRAND TOTAL>>	`3,30,45,478.45

v. The parties will come to an amicable understanding if any other item of work as per the JDA is to be attended to by the Respondent and the rate for the same, which will be mutually agreed.

vi. The cost incurred by the Respondent as above shall be deducted by them from the amount payable to the Appellant under **Clause 14 (a), (b) & (c)** of the JDA.

vii. All other terms and conditions of the registered JDA and the registered GPA shall remain in force, except to the extent modified herein.

viii. Without prejudice to any of its claims and contentions, the Respondent shall withdraw the petition filed under Section 11 of the Arbitration and Conciliation Act 1996. The Respondent also has no objection for vacation of the order dated 29.03.2022 passed by the Commercial Court, Bengaluru (CCH 84) in Comm. A.A 125/2022 granting interim injunction, subject to the terms detailed in this affidavit.

ix. This affidavit is being filed without prejudice to any of the claims, contentions and rights of the Respondent.

I, M.P. Vivek, do hereby declare that what is sated above is true and correct to the best of my knowledge, information and belief."

3. There has been some delay in completing the project, inasmuch as the respondent-accused has undertaken to complete the project by the end of October 2023.

4. Learned counsel for the contemnor submitted that now the project is complete in all respects, except for installation of 2 lifts. The Occupancy Certificate for the project

has also been issued by the concerned Planning Authority. There is some dispute regarding conditions put by the Planning Authority while issuing the Occupancy Certificate for which the respondent-accused has filed a Civil Suit No. 233 of 2026.

5. It is further stated that out of 171 units constructed on the land of the complainant, 61 units have been allotted to the complainant and remaining are with the builder. No Objection Certificates (NOC) have been issued by the respondent-accused in respect of 61 units.

6. Insofar as installation of two lifts are concerned, it is stated that the orders have been placed with Johnson, a reputed manufacturer of the lifts and the same would be installed within a period of 8 to 10 months. Four lifts are already installed and are working.

7. Considering the above, we do not find that the contempt proceedings any longer survive.

8. However, the learned counsel for the complainant submits that the two conditions mentioned in the Occupancy Certificate which are to be fulfilled by the contemnor have not

been fulfilled and that the payment of the departmental charges and shifting of the cart track have not been complied with and therefore, there is no compliance.

9. We do not find the submission very convincing and effective. The Occupancy Certificate has been issued by the Authority and if the conditions are not complied with, the respondent-contemnor will bear the consequences. We are dealing with the contempt petition and not performing the work of the executing Court.

10. Learned counsel for the complainant submitted that by submitting the order passed by this Court the respondent has approached the Commercial Court in fresh suit. While deciding the contempt jurisdiction, we need to see whether there is a compliance of the order passed by the Court or not or there is willful disobedience or defiance of the order. As the order in our view stands substantially complied with, we do not find that there is any willful disobedience of the order passed by this Court in question.

11. In any event, if the complainant is of the view that consent terms have not been complied with, he may take recourse to the execution proceedings, inasmuch as the order has been passed in the appeal arising out of the suit filed by the complainant.

12. If the lifts are not installed by August 2027, the complainant may re-initiate/reopen the contempt proceedings.

13. With the aforesaid observations, the contempt proceedings stands closed. Contempt notice stands discharged.

Pending I.A.No.3/2026 stands rejected.

Sd/-
(D K SINGH)
JUDGE

Sd/-
(H.SHANTHI BHUSHAN)
JUDGE

BVK
List No.: 2 Sl No.: 12