



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CONTEMPT PETITION NO. 488 OF 2025

Swapnil

IN

WRIT PETITION NO. 6435 OF 2013

- 1) Dr. Hari Tulshiram Gholap,)
2) Dr. Prabiha Hari Gholap)
Both R/at: Vinayak Apartment,)
Sitafal Baug, Near Mati Ganpati)
Pune – 411 030.)..Petitioners

Vs.

- 1) Shri Jitendra Rajaram Savant,)
2) Shri Rajaram Yashwant Savant,)
Both R/at: Plot No. 17, Chintamani)
Apartment, Flat No. 6 & 10, Samarth)
Road, Madhuban Colony, S.No. 38/2,)
Opposite to State Bank of India,)
Navsahyadri, Karvenagar,)
Pune- 411052.

AND

- Office Address: Hotel Sanman,)
1205/2/8, Shirole Road, Opposite)
Sambhaji Park, Off. Jangali Maharaj)
Road, Shivajinagar, Pune -411 004.)..Respondents

Mr. Girish Agrawal a/w. Ms. Chitra Darekar, Mr. Shubham Jangam and Mr. Ranjeet Salunkhe for the petitioners.



Mr. Girish S. Godbole i/b. Mr. P. S. Gondhalekar, Mr. Ajay Gadegaonkar for respondent no. 1 and 2.

CORAM : GAURI GODSE, J.

DATE : 4th MAY 2026

JUDGMENT :

FIRST SESSION

1. This contempt petition is filed by the original plaintiffs alleging willful breach of the order dated 2nd May 2011, passed in Spl. Summary Suit No. 207 of 2009 granting conditional leave to defend on furnishing a solvent surety equal to the claim amount, read with the order dated 10th October 2011, passed by this court in Writ Petition No. 8116 of 2011, confirming the order passed by the trial court.

2. As per the conditional leave granted, solvent surety was submitted in respect of Gat No. 775 by submitting the solvency certificate of respondent no.2. After submitting the solvent surety, the written statement of respondent no.1 was taken on record, and the suit proceeded for trial. Respondent no.1 is the original defendant no.4 in the summary suit, and respondent no. 2 is the father of defendant no.4, who had submitted the solvency certificate for the solvent surety



offered on behalf of respondent no.1 (defendant no.4) as the condition for leave to defend.

3. In breach of the solvent surety submitted to the court, respondent no.2 has executed a registered sale deed dated 13th June 2023 in favour of the third party. Respondent no.1 has also signed the sale deed as a confirming party. There is no dispute that, in breach of the solvent surety submitted in the trial court, the respondents have executed the registered sale deed. Hence, by order dated 17th October 2025, this court recorded *prima facie* findings that there is a willful and deliberate breach committed by the respondents of the order dated 2nd May 2011 passed in Spl. Summary Suit No. 280 of 2009, order dated 10th October 2011, passed in Writ Petition No. 8166 of 2011, and order dated 7th April 2014, passed in Writ Petition No. 6435 of 2013.

4. The contempt notice is served upon the respondents, and they have filed their affidavit-in-reply. The respondents admit that, in breach of the solvent surety submitted, the sale deed was executed. However, they have tendered an unconditional apology with an explanation that since the respondents were in financial need, they executed the sale



deed. They have stated that, in view of the facts and circumstances explained in the affidavit, they lost track of the orders passed by the court and proceeded to execute the sale deed. The respondents have further contended that they are agreeable to furnish a fresh solvent surety in respect of some other property. It is also contended on behalf of the respondents that they may either be permitted to replace the solvent surety or to deposit the amount of Rs. 2,30,00,000/-, which is the principal claim in the summary suit. Thus, it is contended by the respondents that their unconditional apology be accepted.

5. The contempt petitioners are the original plaintiffs who have filed the summary suit for the claim of Rs. 2,30,00,000/- with interest of 18% based on an agreement dated 11th February 2009 executed by the authorised partner of defendant no.1, a partnership firm, in favour of the plaintiffs, agreeing to pay compensation in lieu of the flats agreed to be sold to the plaintiffs. There is no dispute that the plaintiffs have paid a total of Rs. 46,50,000/- for purchasing two flats in the project developed by defendant no. 1 firm. Defendant no.4 is one of the partners of defendant no.1 partnership



firm. The plaintiffs have also pleaded that the defendants had sold the flat allotted to the plaintiffs to a third party. Hence, they had offered to return the amount with compensation of Rs. 2,30,00,000/-.

6. In the said summary suit, the trial court had granted conditional leave to defend on 2nd May 2011, subject to furnishing a solvent surety equal to the claim amount, i.e., Rs. 2,30,00,000/-, with interest at 18%. This order was challenged by respondent no.1 (defendant no.4) before this court. By order dated 10th October 2011, the writ petition filed by respondent no.1 was dismissed, and the time to furnish surety was extended. The heirs and legal representatives of original defendant no. 2 had challenged the order granting conditional leave by filing a separate writ petition. The said writ petition was disposed of on 7th April 2014. The order granting conditional leave was modified to the extent of the heirs and legal representatives of the deceased defendant no.2 in view of the fact that defendant no.4 had already furnished the solvent surety. By the said order, it was further made clear that the order granting conditional leave would continue to operate, and the suit would be tried as a



summary suit. It was further clarified that the said order passed in the writ petition filed by heirs and legal representatives of defendant no.2 should not be construed by any party that defendant no.4 would be entitled to withdraw the solvent surety already furnished. This order, dated 7th April 2014, was passed after hearing defendant no.4. Thus, respondent no.1 (defendant no.4) was fully aware that the solvent surety furnished by him would continue to operate during the pendency of the suit.

7. There is no dispute that both the respondents, with full knowledge that the solvent surety would continue in the suit as a condition for leave to defend, executed the sale deed. In response to the contempt notice, respondents have filed the affidavit-in-reply dated 6th December 2025. The respondents have contended that, since respondent no. 2 is not a party to the proceedings, the contempt petition would not lie against him. It is further contended that when the writ petition filed by the heirs and legal representatives of deceased defendant no.2 was decided on 7th April 2014, it was directed that the suit should be decided by 31st December 2015. Since the time to decide the suit expired and the plaintiffs did not seek



any extension of time, all the interim orders stood vacated. Thereafter, the suit was transferred to the commercial division. However, the plaintiffs never applied for an extension of time.

8. Without prejudice to the aforesaid contentions, the respondents have tendered an unconditional apology on the ground that, inadvertently overlooking the orders passed in the suit and this court, the sale deed was executed. The respondents have explained that they suffered huge financial loss, and respondent no.2, who is a senior citizen of about 91 years of age, had to undergo various medical treatments. Hence, the respondents were constrained to sell the property. They have also sought to explain that the advocate who was looking after their affairs has expired. Hence, in such circumstances, it was a *bona fide* mistake in executing the sale deed.

9. It is further alleged in the affidavit-in-reply that the plaintiffs are not interested in conducting the trial and are trying to protract the hearing of the trial in view of the inadvertent mistake of the respondents. The respondents have filed a separate application for placing on record the



subsequent events. It is contended in the Interim Application No. 2048 of 2026 that, after the land offered as a solvent surety was sold, the purchaser has created further third-party rights by converting the land into non-agricultural land and subdividing it into numerous plots. Hence, it is contended that it would not be possible to cancel the transaction entered into in breach of the solvent surety offered to the court.

10. With these submissions, the learned senior counsel for the respondents submitted that the unconditional apology tendered by the respondents be accepted and the respondents be permitted to either replace the solvent surety or deposit the principal amount claimed in the suit. He further relied upon the definition of civil contempt under Section 2(b) of the Contempt of Courts Act, 1971. He also relies upon Section 12 of the Contempt of Courts Act, 1971 and submits that in view of the Explanation to sub-section (1) of Section 12, an apology should not be rejected merely on the ground that it is qualified or conditional if the mistake is *bona fide*. He, therefore, submits that the sale deed executed by the respondents would not amount to committing contempt that can be punishable under Section 12 of the Contempt of



Courts Act, 1971.

11. According to the learned senior counsel for the respondents, the apology tendered by the respondents and the willingness to replace the solvent surety, or to deposit the principal amount, constitute a *bona fide* offer made by the respondents. Hence, the unconditional apology coupled with the willingness to replace the solvent surety be accepted, and the contempt notice be discharged.

12. To support his submissions, learned senior counsel for the respondents relies upon the decision of the Division Bench of this court in Appeal (L) No. 9967 of 2025 in *Yogesh Prakash Kela and Ors. Vs. High Court On Its Own Motion*¹. He submits that in the facts of the said case, in breach of the order of injunction, third-party rights were created. The learned division bench of this court referred to the decision of the Apex Court in *Balwantbhai Somabhai Bhandari Vs. Hiralal Somabhai Contractor (Deceased) Rep. By Lrs. And Ors*² and held that in view of the apology tendered by the contemnors and the explanation furnished by the respondents, there was no sufficient reason to impose a fine

¹ 2025 BHC OS 26102

² 2023 LiveLaw (SC) 750



and convict the contemnors. He submits that even in the present case, in view of the unconditional apology tendered by the respondents with willingness to replace the solvent surety, there would not be any sufficient grounds to hold the respondents guilty of contempt and impose any fine or punishment. He therefore submits that a similar view be taken in the present case and that the contempt notice be discharged by accepting the unconditional apology and permitting the respondents to replace the solvent surety.

13. Learned counsel for the petitioners referred to the facts of the case as pleaded in the plaint. He submits that the respondents have used the amounts paid by the petitioners to purchase two flats in 2003. There is no dispute that the amount of Rs. 46,50,000/- was paid by the plaintiffs from 2003 till 2008. He submits that since the defendants had created third-party rights in respect of the flats agreed to be sold to the plaintiffs, they executed the agreement on 11th February 2009 and considering the valuation of the two flats, agreed to pay an amount of Rs. 2,30,00,000/-. He submits that the defendants breached the said agreement and therefore, the plaintiffs were constrained to file the suit.



14. Learned counsel for the petitioners submits that the valuation of the two flats, along with the car parking space, had been agreed to be sold to the petitioners. The valuation of the flats in 2014 increased to approximately Rs. 4,85,00,000/-. He submits that as on date the valuation of the flats would be above Rs. 9 crores. Learned counsel for the petitioners further submits that if the solvent surety was not furnished as a condition to defend, the plaintiffs would have been entitled to a decree forthwith. However, in the present case, respondents have furnished the solvent surety, proceeded with the trial, and thereafter created third-party rights to defeat the plaintiffs' right to a decree forthwith. He therefore submits that the apology tendered by the respondents is not *bona fide* and that the respondents are seeking to take undue advantage of the conditional leave granted to the defendants in the summary suit.

15. I have carefully perused the papers of the contempt petition. There is no dispute that the conditional leave granted was subject to furnishing the solvent surety for the suit claim, i.e. the principal amount of Rs. 2,30,00,000/- with interest of 18%. In view of the solvent surety, the claim



amount is liable to be realised from the property furnished as security by enforcing the surety as provided under Section 145 of the Civil Procedure Code, 1908 (“CPC”). Thus, the solvent surety furnished by a party has an implicit undertaking by the party that the property shall remain unencumbered. It is clear that if there is a breach of solvent surety, it would amount to defeating the very purpose of imposing a condition for the grant of leave to defend the summary suit. If there was a breach in furnishing the solvent surety, the plaintiffs would have been entitled to a decree forthwith, in view of sub-rule (6)(b) of Rule 3 of Order XXXVII of the CPC.

16. Thus, a solvent surety would mean that it has to remain unencumbered so that it can be realised to satisfy the decree. Therefore, the undertaking to the court that the land shall remain unencumbered is implicit in the solvent surety provided by the party as the condition to defend the suit.

17. In the present case, the respondents, with full knowledge that the solvent surety was furnished as a condition for leave to defend, executed the sale deed and disposed of the property that was furnished in the court as a



solvent surety to satisfy the condition for leave to defend. Despite the solvent surety furnished in the court as a condition to defend the summary suit, the respondents executed the sale deed without seeking any permission from the court. It was only after this court issued notice before admission in the contempt petition that respondent no. 1 filed an application in the trial court on 9th May 2025 for permission to replace the solvent surety.

18. The contemnors (respondents), with full knowledge that the property is offered as a solvent surety in the court, executed the sale deed, thereby committing a breach of the surety furnished to the court. When the property is offered as surety, there is an assurance to the court that it will remain unencumbered till the decision of the suit or any further order passed by the court. Therefore, the undertaking to the court is implicit in furnishing a solvent surety that the property shall remain unencumbered. Therefore, the breach of solvent surety would amount to a civil contempt as defined in Section 2(b) of the Contempt of Courts Act, 1971. Hence, I am satisfied that the respondents have committed a willful breach of the order passed by the trial court on 2nd May 2011,



read with the order dated 10th October 2011, passed in Writ Petition No. 8166 of 2011, and the order dated 7th April 2014, passed in Writ Petition No. 6435 of 2013. The respondents are therefore guilty of contempt of court and liable to punishment under Section 12 of the Contempt of Courts Act, 1971.

19. So far as the submissions regarding the acceptance of an unconditional apology are concerned, it is necessary to refer to the decision of the Apex Court in *Balwantbhai Somabhai Bhandari Vs Hiralal Somabhai Contractor*³. It is held by the Apex Court that the breach of an undertaking given to a court by a person in a pending proceeding on the faith of which the court sanctions a particular course of action is misconduct amounting to contempt. The Apex Court has confirmed the order passed by the High Court holding the appellants guilty of civil contempt for breaching the undertaking given to the court. The Apex Court held that the solemn assurance given to the court would amount to committing breach of the orders passed by the court and therefore, would amount to civil contempt as defined under Section 2(b) of the Contempt of Courts Act, 1971.

³ (2023) 17 SCC 545



20. The Apex Court has also dealt with the issue as to whether the contemptuous transactions would be void. After referring to the well-settled legal principles on the said issue, the Apex Court held in paragraph 89 as under :-

“89. Thus, although Section 52 of the Act 1882 does not render a transfer pendente lite void yet the court while exercising contempt jurisdiction may be justified to pass directions either for reversal of the transactions in question by declaring the said transactions to be void or proceed to pass appropriate directions to the authorities concerned to ensure that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or anyone claiming under him.”

21. In the facts before the Apex Court, the High Court had held that the transactions executed by the contemnors in breach of the court's orders would be liable to be declared *non est*. It is thus held by the Apex Court that, considering the facts of the case, it would not be necessary to implead the purchasers in contempt proceedings. So far as the concept of apology is concerned, in reference to Section 12 of the Contempt of Courts Act, 1971, the Apex Court has



explained the concept of apology in paragraphs 100 to 103 as under :-

“100. Section 12 of the Act 1971 provides for the punishment of contempt. Proviso to this section states that the accused may be discharged or the punishment awarded may be remitted on the apology being made to the satisfaction of the court. Explanation to this says that the apology shall not be rejected merely on the ground that it is qualified or conditional, if the accused makes it bona fide. Therefore, what is requirement of the provision is that the apology which is either qualified or conditional made by the alleged contemner shall also be not discarded if the same in the opinion of the court is made bona fide. It is the discretion of the court whether to accept the same or not and that discretion is required to be exercised judiciously and the accused can be discharged. For preventing interference in the course of justice and to upkeep the authority of law, sparingly, of course, such power contemplated under the constitution warrant its use.

101. We now proceed to consider the question as regards the acceptance of apology. It is pertinent to note at this stage



that all throughout the proceedings before the High Court, the stance of the appellants was that they committed a big mistake by executing the sale deeds despite having given a clear-cut undertaking to the court that they would not do so. By and large, from the averments in the various affidavits filed by the appellants over a period of time; referred to by the High Court in its judgment, the stance had been that the appellants should not have defied the order of the High Court and are extremely sorry in that regard. In such circumstances, the appellants pleaded before the High Court that their apology may be accepted and they may be discharged from the proceedings.

102. We may take judicial notice of the fact with all humility at our command that over a period of time, the courts have shown undue leniency and magnanimity towards the contemnors. This lenient attitude shown by the courts over a period of time has actually emboldened unscrupulous litigants to disobey or commit breach of the order passed by any court or any undertaking given to the court with impunity.

103. The litigants, proceeded for contempt of court have realised that they have a very potent weapon in their hands



in the form of apology. Take for instance, the present case itself. What do the appellants want us to do? The appellants want this Court to accept their apology and set aside the order of punishment and sentence passed by the High Court. There ought not to be a tendency by courts to show compassion when disobedience of an undertaking or an order is with impunity and with total consciousness.”

22. The Apex Court has therefore concluded that the litigants who proceed by committing contempt of the orders of the court have realised that they have every potent weapon in their hands in the form of an apology. Hence, the apology tendered by the contemnor committing contempt with full knowledge is not accepted as *bona fide*. The Apex Court has therefore held that an apology is not merely a word and a party should not be allowed to shirk out of the responsibility by simply tendering an apology. The Apex Court has therefore, concluded with reference to an apology tendered for committing contempt of court in paragraphs 112 and 113 as under :-

“112. Thus, apology is not just a word. The court should not accept the apology when it appears that saying sorry is



nothing but a legal trick to wriggle out of responsibility. A true apology must be a deep ethical act of introspection, self-introspection, atonement and self-reform. In its absence, an apology can be termed as farce.

113. It is equally well-settled that apology tendered is not to be accepted as a matter of course and the court is not bound to accept the same. Although, the apology may be unconditional, unqualified and bona fide, yet, if the conduct is serious which has caused damage to the dignity of the institution the same need not to be accepted.”

23. The Apex Court, thus, in the facts of the case before it, held that the conduct of the contemnors was nothing but a gamble, and it was a lame excuse on their part to say that they were left with no choice but to execute the sale deed. The Apex Court held that the contemnors had taken a calculated risk by transferring the property and by pocketing the sale consideration. Executing the sale deed in breach of the undertaking given to the court was therefore held to be a clear contempt, as the contemnors, though they had an opportunity to seek clarification or permission, proceeded to execute the sale deed and, after gaining the benefits,



tendered an apology.

24. The Apex Court thus summarised the issue of holding the parties guilty of contempt and the concept of accepting an apology in the final conclusion in paragraph 117 which reads as under :-

“117. We may summarise our final conclusion as under:

117.1 We hold that an assurance in the form of an undertaking given by a counsel/advocate on behalf of his client to the court; the wilful breach or disobedience of the same would amount to "civil contempt" as defined under Section 2(b) of the Act 1971.

117.2 There exists a distinction between an undertaking given to a party to the lis and the undertaking given to a court. The undertaking given to a court attracts the provisions of the 1971 Act whereas an undertaking given to a party to the lis by way of an agreement of settlement or otherwise would not attract the provisions of the 1971 Act. In the facts of the present case, we hold that the undertaking was given to the High Court and the breach or disobedience would definitely attract the provisions of the Act 1971.



117.3 Although the transfer of the suit property pendente lite may not be termed as void ab initio yet when the court is looking into such transfers in contempt proceedings the court can definitely declare such transactions to be void in order to maintain the majesty of law. Apart from punishing the contemnor, for his contumacious conduct, the majesty of law may demand that appropriate directions be issued by the court so that any advantage secured as a result of such contumacious conduct is completely nullified. This may include issue of directions either for reversal of the transactions by declaring such transactions to be void or passing appropriate directions to the authorities concerned to ensure that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or any one claiming under him.

117.4 The beneficiaries of any contumacious transaction have no right or locus to be heard in the contempt proceedings on the ground that they are bona fide purchasers of the property for value without notice and therefore, are necessary parties. Contempt is between the court and the contemnor and no third party can involve itself



into the same.

117.5 The apology tendered should not be accepted as a matter of course and the court is not bound to accept the same. The apology may be unconditional, unqualified and bona fide, still if the conduct is serious, which has caused damage to the dignity of the institution, the same should not be accepted. There ought not to be a tendency by courts, to show compassion when disobedience of an undertaking or an order is with impunity and with total consciousness.”

25. So far as the facts of the present case are concerned, there is no dispute that with full knowledge that the property is furnished in the court as a solvent surety as a condition to defend the suit, the respondents proceeded to execute the sale deed. The offer made by the respondents to replace the solvent surety is only after this court issued notice by recording a prima facie opinion in an order dated 3rd September 2025 and permitting the plaintiffs to file a necessary application before the trial court on the ground of breach of the condition for leave to defend. The explanation offered by the respondents is casually stating that, since they were in need of money, they found it fit to execute the sale



deed to satisfy their financial requirements. Since this court has recorded observations of the breach committed by the respondents, they offered to replace the solvent surety.

26. In the affidavit-in-reply, the respondents have gone so far as to contend that, since the time granted to dispose of the suit had expired, all interim orders stood vacated. Such conduct of the respondents in offering to replace the solvent surety shows the arrogance on their part that, since the court has found the execution of the sale deed to be a breach of the solvent surety, the court should accept a fresh surety.

27. In the entire affidavit, I see no regret expressed by the respondents for committing a willful breach of the solvent surety submitted to the court. Hence, considering the legal principles settled by the Apex Court in ***Balwantbhai Somabhai Bhandari***, the unconditional apology, with an offer to replace the solvent surety, cannot be accepted as *bona fide*.

28. As held by the Apex Court, such conduct of the parties in committing breaches of assurances and undertakings given to the court has to be deprecated. Hence, considering the facts of the case, as discussed in the above paragraphs,



in light of the legal principles settled by the Apex Court, I see no reason to accept the respondents' apology as *bona fide*.

29. The observations of the learned Division Bench of this court in *Yogesh Prakash Kela*, relied upon by the learned senior counsel for the respondents, are in reference to the facts of the said case. In view of the legal principles settled by the Apex court, the observations made by the learned Division Bench in the facts of the case would not assist the respondents in contending that the apology tendered by them is *bona fide*.

30. Hence, for the reasons recorded above, the respondents are held guilty of contempt of court and are liable to be punished under sub-section (1) of Section 12 of the Contempt of Courts Act, 1971. So far as imposing punishment for contempt is concerned, the hearing is adjourned to the second session to enable the respondents to make their submissions on the sentence.

[GAURI GODSE, J.]

SECOND SESSION

31. This contempt petition was kept in the second session



to enable the learned counsel for the respondents to make submissions on the sentence to be imposed on the respondents under Section 12 of the Contempt of Courts Act, 1971. Learned senior counsel for the respondents has tendered an undertaking dated 4th May 2026. In the undertaking, respondent no. 1 has assured to settle the suit claim by way of a full and final settlement by making payment to the petitioners (plaintiffs). He has agreed and undertaken to make payment of Rs. 2,30,00,000/-, with interest from the date of filing of the suit till 11th May 2026, calculated at Rs. 2,30,00,000/-. Accordingly, respondent no. 1 has submitted an undertaking that he shall pay the total amount of Rs. 4,60,00,000/- to the petitioners (plaintiffs) as full and final settlement of the suit claim. Respondent no. 1 has further undertaken that he shall pay the principal amount of Rs. 2,30,00,000/- to the petitioners by depositing the said amount on or before 8th May 2026 in the trial court. So far as the amount of interest is concerned, he has undertaken that he shall make payment of Rs. 2,30,00,000/- towards interest in four equal monthly instalments of Rs. 57,50,000/- by depositing the same with the trial court.



32. Learned senior counsel for the respondents therefore submits that, since respondent no. 1 has agreed to settle the suit by making a payment towards a full and final settlement, the respondents may not be sentenced to imprisonment. He submits that respondent no. 2 is a senior citizen and is unwell and bedridden. Hence, considering the same and the undertaking given by respondent no.1, leniency may be shown to the respondents by discharging them by accepting their unconditional apology and the undertaking tendered by respondent no.1.

33. Learned senior counsel for the respondents further submits that the consent terms are also signed by the parties, stating that the entire suit claim shall be settled for a full and final amount as stated in the undertaking. Petitioner No. 1(Plaintiff No.1) is present in the court. The parties have prepared the consent terms dated 4th May 2026, which are signed by the petitioner no.1 and respondent no.1 and their respective advocates. The signed consent terms are tendered and are taken on record.

34. Learned counsel for the petitioners on instructions of petitioner no. 1 submits that petitioner no.2 who is the wife of



petitioner no.1 has also agreed to dispose of the suit in terms of the consent terms signed by petitioner no.1 and respondent no.1. He submits that since respondent no.1 has agreed to make payment towards full and final settlement of the suit claim, the petitioners are agreeable for disposing of the suit in terms of the arrangement between the parties as recorded in the consent terms dated 4th May 2026, tendered today before this court.

35. Since respondent no.1 has shown willingness to settle the entire suit claim by way of full and final settlement and has accordingly tendered an undertaking to the court, this court is satisfied that the respondents can be discharged on payment of a fine and by accepting the undertaking tendered to this court today and also by accepting an apology. In view of the undertaking, the respondents are held liable only to pay a fine of Rs. 2,000/-. The fine amount shall be deposited by the respondents before the trial court within four weeks from today.

36. The undertaking dated 4th May 2026, signed and executed by respondent no.1, is taken on record and marked 'X' with today's date for identification. The undertakings are



accepted as an undertaking to the court. The consent terms dated 4th May 2026, signed by petitioner no.1, respondent no.1, and their respective advocates, are taken on record and marked as 'X1' with today's date for identification.

37. The following directions are issued in view of the undertaking and the consent terms tendered today:

- I. The respondents are held liable to pay a fine of Rs. 2,000/-. The fine amount shall be deposited by the respondents before the trial court within four weeks from today.
- II. The undertakings recorded in affidavit-cum-undertaking dated 4th May 2026, taken on record and marked 'X' with today's date, and the consent terms dated 4th May 2026, taken on record and marked as 'X1' with today's date, are accepted as undertakings to the court. Accordingly, the respondents' apology is accepted, and they are discharged on payment of the fine amount, subject to compliance with the undertakings as recorded above.
- III. The petitioners(plaintiffs) shall be permitted to withdraw the amount that would be deposited by respondent



no.1 as per the undertaking and the consent terms.

The trial court shall permit the petitioners (plaintiffs) to withdraw the amount without any condition.

IV. On compliance with the undertakings and the consent terms, the trial court shall dispose of the suit in accordance with the consent terms.

V. It is clarified that, as agreed in the consent terms, the petitioners shall take steps to dispose of the criminal proceedings.

38. The contempt petition is disposed of in the aforesaid terms.

39. All pending applications are disposed of as infructuous.

[GAURI GODSE, J.]