



Shabnoor

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 17541 OF 2024

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Raghunath Bandekar Pal,
Proprietor – M/s. D.S. Electronics,
S-2/3. Jyoti Deep Mahal, Nanda Patkar
Road, Vile Parle (East), Mumbai – 400 057. ... **Petitioner**

V/s.

1. **Pragnesh Shah,**
Hon. Chairman, Amardeep Mahal
CHS Ltd., Plot No. 209, Nanda
Patkar Road, Vile Parle
(E), Mumbai – 400 057.
2. **Vinod Solanki,**
Hon. Secretary, Amardeep Mahal CHS
Ltd., Plot No. 209, Nanda Patkar Road,
Vile Parle (E), Mumbai – 400 057.
3. **Deepak Shah,**
Hon. Treasurer, Amardeep Mahal CHS
Ltd., Plot No. 209, Nanda Patkar Road,
Vile Parle (E), Mumbai – 400 057.
4. **Harsh Seth,**
Managing Committee Member,
Flat No. 302/303
5. **Sagar Bhaskar Kotian,**
Managing Committee Member,
Flat No. 45/46,
Nos. 4 & 5, all having address at :
Amardeep Mahal CHS Ltd., Plot No.
209, Nanda Patkar Road, Vile Parle (E),
Mumbai – 400 057.



6. **Amar Deep Mahal Co-Op. Hsg. Soc. Ltd.**, Plot No. 209, Nanda Patkar Road, Vile Parle (E), Mumbai – 400 057.
7. **Sharad Jayantilal Mehta**,
Managing Director of M/s. Sun Shine Realtors Pvt. Ltd., Builder & Developer Ground Floor, Chandra Villa, Nehru Road, Vile Parle (East), Mumbai – 400 057.
8. **M/s. Sun Shine Realtors Pvt. Ltd.**,
Builder & Developer Ground Floor, Chandra Villa, Nehru Road, Vile Partle (East), Mumbai – 400 057.
9. **Nitin Maniar**,
Maniar Associates, A/5, Tagore Park, Opp. Axix Bank S.V. Road, Malad (W), Mumbai 400064.

... Respondents

**WITH
CIVIL SUO MOTU CONTEMPT PETITION NO. 18 OF 2025**

High Court On Its Own Motion

... Petitioner

V/s.

Pragnesh Shah,

Hon. Chairman and Ors.

... Respondents

Ms. Neeta Jain with Ms.Srushti Patil, & Mr. Dev Pola i/by Alochan Naik for the Petitioner.

Adv. E.A. Sasi with Ms. Bhagyashree Mangle and Mr. Bijoy Chacho for Respondent Nos. 3 & 9.

Adv. Ishani Khanvilkar for Respondent No. 6.



CORAM : AMIT BORKAR, J.
RESERVED ON : FEBRUARY 23, 2026
PRONOUNCED ON : MARCH 17, 2026

JUDGMENT:

1. By the present Petition instituted under Article 227 of the Constitution of India, the Petitioner has questioned the legality and propriety of the impugned order dated 1 July 2024 passed by the Co-operative Court No.4 at Mumbai. By the said order, the Co-operative Court rejected the Contempt Application preferred by the Petitioner against the Respondents. This court by order dated 17. 12. 2025 issued suo motu contempt notice.

2. The facts according to petitioner are as under. Respondent Nos.1 to 5 are stated to be the office bearers and members of the Managing Committee of Respondent No.6 Co-operative Housing Society. Respondent Nos.7 and 8 are the erstwhile developers of the property in question, while Respondent No.9 has been subsequently appointed by Respondent No.6 Society as the new developer for undertaking redevelopment of the property. The record indicates that the Petitioner had earlier instituted Dispute No. CC/IV/183 of 2009 before the Co-operative Court at Mumbai against Respondent No.6 Society and Respondent No.8, who was then the developer. The said dispute came to be amicably resolved through Consent Terms dated 26 November 2010 executed between the parties. The Consent Terms were signed on behalf of Respondent No.6 Society by its Secretary and were also executed



by Respondent Nos.7 and 8. Under the said Consent Terms, the Respondents jointly and severally acknowledged that the Petitioner is the bona fide member and owner of premises bearing No. B-03 admeasuring 360 sq. ft. carpet area, situated on the ground floor of the B/C Wing of Amardeep Mahal Building. The said premises were described as having essential amenities including electricity, water and toilet facilities. It was further acknowledged that the Petitioner had been using the said premises for commercial purposes since the year 1984. The Consent Terms further stipulated that upon redevelopment of the building and after issuance of the Occupation Certificate, the Petitioner would be allotted two newly constructed closed premises admeasuring 180 sq. ft. each, aggregating to 360 sq. ft., on the ground floor of the redeveloped building. It was also agreed that the said premises would be provided along with essential amenities such as water supply, electricity and toilet facilities. The parties had also agreed that the Respondents would pay transit rent to the Petitioner in advance for a period of eighteen months and thereafter continue to pay the same until the Occupation Certificate for the redeveloped building was obtained. The transit rent was agreed to be calculated at the rate of ₹65 per sq. ft. per month.

3. In partial compliance with the aforesaid Consent Terms, Respondent No.8, through Respondent No.6 Society, paid an amount of ₹11,85,600/- towards transit rent for the period commencing from 1 September 2010 until 30 November 2014. However, according to the Petitioner, the Respondents thereafter failed to continue payment of transit rent as agreed. In the



meanwhile, Respondent No.6 Society terminated the development agreement executed with Respondent No.8 and subsequently appointed Respondent No.9 as the new developer. Notwithstanding the redevelopment process undertaken thereafter, neither the erstwhile developer nor the newly appointed developer provided the Petitioner with the agreed premises admeasuring 360 sq. ft., nor was the transit rent continued in accordance with the Consent Terms.

4. In the aforesaid circumstances, the Petitioner instituted Civil Suit No.2479 of 2019 before the City Civil Court at Dindoshi seeking enforcement of the Consent Terms. In the said suit, the Petitioner sought reliefs including allotment of the premises admeasuring 360 sq. ft. in the redeveloped building as well as payment of transit rent in terms of the Consent Terms. During the hearing of the Petitioner's Notice of Motion in the said suit on 16 November 2019, Respondent No.9 made a statement before the Court that it would retain an amount of ₹1,00,00,000/-, being the corpus amount payable to the Society, and would not disburse the said amount until the hearing of the Notice of Motion. The statement was made after Respondent No.9 had been informed of the Consent Terms executed between the Petitioner and the Society. It is stated that the Society has not challenged the said statement till date.

5. Respondent No.6 Society had also filed a Counter-Claim in the aforesaid civil suit. However, the said Counter-Claim came to be dismissed on 14 February 2024. Though the Society thereafter filed a Notice of Motion seeking restoration of the Counter-Claim,



the Petitioner contends that such attempt is not legally sustainable inasmuch as the Society seeks, through the said proceedings, to question the validity of the Consent Terms executed in the year 2010.

6. During the pendency of the suo motu contempt proceedings, an undertaking dated 6 January 2026 came to be filed before this Court by one Deepak Nemchand Shah in his capacity as the Managing Committee member of Amardeep Mahal Co-operative Housing Society Ltd. In the said undertaking, the deponent stated that the Society would pay an amount of ₹10,06,800/- to the Petitioner towards the balance outstanding transit rent. The said undertaking further records that the payment is proposed to be made in view of the Tripartite Agreement and in compliance with the directions issued by this Court in its order dated 23 December 2025. The deponent also undertook on behalf of the Society to furnish a Bank Guarantee securing the said amount of transit rent as well as the compensation agreed to be paid by the Society, subject to the final outcome of the proceedings pending before the City Civil Court at Dindoshi, Mumbai.

7. During the pendency of the same proceedings, another undertaking dated 24 January 2026 was filed by Deepak Nemchand Shah, as a member of the Managing Committee and authorised signatory of Amardeep Mahal Co-operative Housing Society. In the said undertaking, it was stated that the Society, acting through the deponent and with the authority of the General Body, would provide a Bank Guarantee in favour of the Petitioner in respect of the amount calculated on the basis of the Ready



Reckoner Rate for an area admeasuring 360 square feet. The said amount was stated to be ₹19,85,948/- as reflected in Annexure-B to the undertaking. It was further undertaken that the said Bank Guarantee would be furnished in compliance with the directions contained in paragraph 5 of the order dated 23 December 2025 passed by this Court in the present proceedings, or alternatively the said amount would be deposited before this Court if so directed.

8. The Petitioner has filed a reply opposing the aforesaid undertakings. In the reply, the Petitioner has first dealt with the undertaking dated 6 January 2026 concerning the payment of transit rent. According to the Petitioner, the Respondents have calculated the rent at the rate of ₹45 per sq. ft. for a period of sixty-six months, which is contrary to the Consent Terms executed between the parties. The Petitioner has pointed out that the Consent Terms specifically stipulate payment of rent at the rate of ₹65 per sq. ft. per month. The Petitioner has further relied upon paragraph 7 of the Consent Terms, which records that in the event the premises are not handed over within the stipulated period, the Petitioner would be entitled to claim rent or compensation in advance for the extended period at a monthly rate which shall not be less than ₹65 per sq. ft. for the transit accommodation. On this basis, the Petitioner contends that the Respondents are attempting to depart from the express terms of the Consent Terms by calculating the transit rent at a lower rate. It has been further stated by the Petitioner that as per the Consent Terms the transit rent payable at the rate of ₹65 per sq. ft. has continued to accrue



since the date of displacement of the Petitioner from the premises. According to the Petitioner, the total amount of transit rent payable as on date is ₹57,56,400/-. Out of the said amount, a sum of ₹11,85,600/- has already been paid for the period from 10 October 2010 to 30 November 2014. The Petitioner therefore contends that the balance amount of ₹45,70,800/- remains outstanding and payable to him. In these circumstances, the Petitioner has disputed the correctness of the amount of ₹10,06,800/- mentioned in the undertaking dated 6 January 2026 and has asserted that the said undertaking does not reflect the liability arising under the Consent Terms.

9. Ms. Neeta Jain, learned Advocate appearing on behalf of the Petitioner submitted that the Respondents have deliberately failed to comply with the Consent Terms dated 26 November 2010. It was contended that the Respondents have neither paid the agreed transit rent nor provided the Petitioner with the commercial premises admeasuring 360 sq. ft. as specifically stipulated under the said Consent Terms. It was further submitted that the premises agreed to be allotted to the Petitioner under the Consent Terms were commercial in nature. According to the Petitioner, the original premises had been used for commercial purposes since the year 1984, and the Consent Terms clearly record that the newly constructed premises to be provided in the redeveloped building would also be equipped with essential facilities such as water supply, electricity and toilet amenities. Learned Advocate further contended that the Respondent Society has sought to undervalue the premises in question by treating the same as a parking space



and by applying only 25% of the residential rate. It was submitted that such an approach is inconsistent with the terms of the Consent Terms. The valuation certificates relied upon by the Society itself indicate that the rate for residential premises in the said locality is ₹2,37,440/- per sq. meter, whereas the rate applicable to commercial or shop premises is ₹3,15,900/- per sq. meter. On that basis, it was submitted that the value of the commercial premises admeasuring 360 sq. ft., which is required to be provided to the Petitioner, would approximately be ₹1,26,83,385/-.

10. Learned Advocate further submitted that under the Consent Terms the Petitioner was entitled to receive transit rent at the rate of ₹65 per sq. ft. per month. However, according to the Petitioner, the Society has wrongly calculated the transit rent at the rate of ₹45 per sq. ft. and has failed to disclose, on affidavit, the amount received from the erstwhile developer towards transit rent attributable to the Petitioner. It was contended that the total transit rent payable to the Petitioner as on date amounts to ₹57,56,400/-, out of which an amount of ₹11,85,600/- has already been paid, leaving a balance amount of ₹45,70,800/- payable to the Petitioner. On the basis of the aforesaid submissions, learned Advocate for the Petitioner contended that despite several opportunities the Respondents have intentionally failed to comply with the Consent Terms and have thereby committed wilful disobedience, which would attract the provisions of civil contempt as defined under Section 2(b) of the Contempt of Courts Act, 1971. Learned Advocate for the Petitioner therefore submitted that the impugned order passed by the Co-operative Court deserves to



be set aside and that the Respondents ought to be held guilty of contempt for failure to comply with the Consent Terms.

11. Per contra, Ms. Ishani Khanwilkar, learned Advocate appearing on behalf of Respondent No. 6 and Mr. E A Sasi for managing committee members submitted that no case of contempt is made out against the said Respondents either before this Court or before the Co-operative Court. It was contended that contempt proceedings do not recognise the principle of vicarious liability, and therefore the alleged acts of Respondent No.2 cannot automatically be attributed to Respondent Nos.3, 5 and 6. Learned Advocates further submitted that the pleadings contained in the Contempt Application do not disclose any act of wilful disobedience of any order of the Court, which is a necessary ingredient for establishing civil contempt. It was contended that the Petitioner has not attributed any specific role or allegation against managing committee members. According to the Respondents, the Consent Terms relied upon by the Petitioner were executed only by Respondent No.2 and therefore the present Respondents cannot be held responsible for any alleged breach thereof. It was further submitted that the only undertaking allegedly given on behalf of the Society through its Secretary was that in the event of the death of the Petitioner, his son would be admitted as a member of the Society. According to the Respondents, Clause 11 of the Consent Terms indicates that the said clause can at best be construed as an agreement between the parties and not as an undertaking given to the Court. In any case, the contingency contemplated under the said clause has never



arisen.

12. Learned Advocates further submitted that paragraph 6 of the Contempt Application itself indicates that the alleged cause of action arose in January 2014. Under Section 20 of the Contempt of Courts Act, 1971, contempt proceedings are required to be initiated within one year from the date on which the alleged contempt is said to have been committed. Since the proceedings were not initiated within the prescribed period, the same are barred by limitation. It was further contended that mere failure to perform obligations arising out of Consent Terms or an agreement between the parties cannot attract the provisions of the Contempt of Courts Act, having regard to the definitions of civil contempt and criminal contempt contained in Sections 2(b) and 2(c) of the said Act.

13. Learned Advocates further submitted that in the Affidavit dated 22 December 2025 the Respondents have specifically stated that no agenda relating to the alleged Consent Terms was circulated amongst the members of the Society, no General Body Meeting was convened and no resolution was passed authorising Respondent No.2 or any other person to execute the said Consent Terms. According to the Respondents, these averments have not been effectively rebutted by the Petitioner. It was further contended that even assuming the Consent Terms to be valid, Clause 11 thereof expressly records that the said Consent Terms were to operate only as an additional agreement concerning alternate accommodation, and therefore any alleged breach thereof would amount merely to breach of agreement and not



contempt of Court. Learned Advocates further submitted that the Petitioner has not approached the Court with clean hands. According to the Respondents, the Petitioner had allegedly purchased only an open stilt car parking space from the builder, though he was not occupying any residential or commercial premises in the Society. It was also contended that the Petitioner carried out unauthorised additions and alterations by constructing walls on three sides of the said space and installing a shutter without obtaining permission from the Municipal Corporation. According to the Respondents, the said unauthorised construction was demolished by the Municipal Corporation and was subsequently reconstructed by the Petitioner. It was submitted that these material facts have been suppressed from the Court.

14. Learned Advocates further placed reliance upon the decision in *Vinod K. Chawla vs. Shiv Bhakti Films 2014(1) Bom C R 736*, wherein it has been held that parties cannot, by way of a consent agreement, achieve something which is contrary to law and that a decree based upon such agreement cannot override statutory provisions. It was submitted that in the present case the alleged arrangement violates the provisions of the Maharashtra Regional and Town Planning Act, 1966, particularly Sections 52 and 53 thereof, as well as the provisions of the Mumbai Municipal Corporation Act. Reliance was also placed on the judgment of the Supreme Court in *State of Punjab vs. Amar Singh 1974(2) SCC 70*, wherein it has been held that if a compromise decree is found to be unlawful, the Court ought not to enforce such decree. Learned Advocates further relied upon the judgment of the Madras High



Court in *Tmt. G. Saroja vs. Government of Tamil Nadu MANU/TN/3400/2010*, wherein it has been held that a judgment or decree obtained by fraud or by suppression of material facts is a nullity in the eyes of law and can be challenged at any stage.

15. On the basis of the aforesaid decisions, it was submitted that the Petitioner has obtained the decree from the Co-operative Court by suppressing material facts, particularly the fact that he allegedly had no pre-existing right to a closed commercial premises and had only purchased an open stilt parking space under an unstamped and unregistered agreement. Learned Advocates further contended that the Petitioner has suppressed material facts and has attempted to enforce the Consent Terms while simultaneously claiming transit rent at a rate higher than that being paid to other bona fide members of the Society.

16. It was further submitted that the jurisdiction under the Contempt of Courts Act is not intended to be utilised as a mechanism for execution of decrees. In this regard reliance was placed on the judgment of the Supreme Court in *R.N. Dey vs. Bhagyabati Pramanik*, 2000(4) SCC 400, wherein it has been held that contempt jurisdiction should ordinarily not be invoked where alternative remedies are available to the parties. Learned Advocate submitted that in the present case the Petitioner has himself resorted to an alternate remedy by filing a civil suit seeking enforcement of the Consent Terms and the alleged Tripartite Agreement. In such circumstances, it was contended that contempt proceedings are not maintainable. It was also submitted that the standard of proof required in contempt proceedings is akin to that



applicable in criminal proceedings, namely proof beyond reasonable doubt.

17. Lastly, it was submitted that where two views are possible, the view favourable to the alleged contemnor ought to be adopted. According to the Respondents, Respondent Nos.3, 5 and 6 had no knowledge of the alleged Consent Terms and the said fact remains unrebutted on record. It was therefore submitted that no case of wilful disobedience is made out against the said Respondents. On these grounds, learned Advocate appearing for Respondent Nos.3, 5 and 6 prayed that the present Petition be dismissed.

REASONS AND ANALYSIS:

18. This Court has carefully gone through the entire record and has also heard the learned advocates appearing for the respective parties at considerable length. It is not in dispute that Consent Terms dated 26 November 2010 were executed between the parties in earlier proceedings. According to the Petitioner, those Consent Terms created binding obligations upon the Respondents, particularly regarding payment of transit rent and provision of alternate premises after redevelopment. The grievance of the Petitioner is that those obligations have not been honoured by the Respondents. On that basis the present controversy has arisen.

19. The record further shows that in view of the alleged non-compliance with the Consent Terms, proceedings in the nature of contempt came to be initiated before this Court. During the pendency of those proceedings, two separate undertakings came to be filed before this Court on behalf of the Respondent Society. The



first undertaking is dated 6 January 2026 and has been filed by Mr. Deepak Nemchand Shah, who claims to be a member of the Managing Committee and an authorised signatory of the Society. The second undertaking is dated 24 January 2026 and has been filed Mr. Deepak Shah. The Petitioner has strongly opposed the acceptance of these undertakings. According to him, the undertakings do not correctly reflect the full liability arising under the Consent Terms and therefore cannot be treated as adequate compliance. On the other hand, the Respondents have supported the undertakings and have submitted that they demonstrate the bona fide intention of the Society to secure the claim of the Petitioner. In view of these rival positions, it becomes necessary for the Court to examine whether the undertakings deserve to be accepted and what would be their proper legal effect.

20. At the outset, it is necessary to understand the nature of these undertakings. An undertaking given to the Court is a solemn assurance made to the Court by a person who assumes responsibility for its performance. In the present case both undertakings have been filed by person who claim to represent the Society in their official capacity. He is the Managing Committee member who also states that he is authorised by the General Body. The undertaking dated 6 January 2026 records that the Society would pay an amount of ₹10,06,800 to the Petitioner towards outstanding transit rent. In addition, the Secretary has undertaken that a Bank Guarantee would be furnished in order to secure the said amount of transit rent as well as the compensation agreed to be paid by the Society, subject to the final outcome of the



proceedings pending before the City Civil Court at Dindoshi. The second undertaking dated 24 January 2026 provides that the Society would furnish a Bank Guarantee for an amount of ₹19,85,948 calculated on the basis of the Ready Reckoner rate for an area admeasuring 360 square feet. It is further stated that the said amount may alternatively be deposited in Court if so directed. These undertakings specify concrete financial commitments and provide a mechanism for securing the same. For that reason they possess legal importance and are capable of being acted upon by the Court.

21. However, before accepting such undertakings the Court must also consider whether doing so would cause prejudice to the Petitioner or would in any manner defeat the operation of law. The Respondents have raised several legal objections. They have argued that the contempt proceedings themselves may not be maintainable. They have relied upon the principle that contempt jurisdiction should not ordinarily be used as a substitute for execution of a decree or agreement. They have also argued that there is no concept of vicarious liability in contempt proceedings and that certain material facts were allegedly suppressed by the Petitioner. Further contentions have been raised regarding the legality of the arrangement under municipal laws and under the Maharashtra Regional and Town Planning Act.

22. On the other hand, the Petitioner has focused upon the question of monetary liability. According to him, the Consent Terms clearly stipulate that transit rent is payable at the rate of ₹65 per square foot per month until possession of the new



premises is handed over. Based on this calculation, the Petitioner asserts that the total amount of transit rent payable has reached ₹57,56,400. Out of this amount ₹11,85,600 has already been paid earlier, leaving a balance of ₹45,70,800. The Petitioner therefore contends that the figure of ₹10,06,800 mentioned in the undertaking is far lower than what is actually due. He further points out that the undertaking appears to have been calculated at the rate of ₹45 per square foot for a limited period of sixty six months, which according to him is inconsistent with the express language of the Consent Terms.

23. The Court has carefully considered these rival submissions. It becomes clear that the disputes between the parties are not confined to a single issue. In fact, they operate at several different levels. Some disputes concern the interpretation and enforceability of the Consent Terms themselves. Other disputes relate to the correct calculation of transit rent and the valuation of the premises. Certain issues raised by the Respondents also involve allegations regarding legality of the structure, municipal permissions and other statutory provisions. These questions are partly factual and partly legal. They require examination of evidence and detailed consideration of documents. Such matters ordinarily fall within the domain of a regular civil trial.

24. The jurisdiction exercised in contempt proceedings is of a different character. The purpose of contempt jurisdiction is to ensure respect for the authority of the Court and to secure compliance with orders or undertakings given to the Court. The Court always retains discretion in deciding how such jurisdiction



should be exercised. In appropriate cases the Court may accept an undertaking or security offered by a party instead of immediately proceeding towards punitive action. If such undertaking effectively safeguards the interest of the aggrieved party, the Court may consider that course as more appropriate.

25. In the present matter the undertakings filed by the Society contain a clear commitment to secure substantial amounts by way of Bank Guarantee or deposit. Such financial security ensures that the Petitioner's claim is not rendered illusory during the pendency of the dispute. Once a Bank Guarantee is furnished, the Petitioner's monetary interest remains protected to that extent. At the same time the Respondents retain their right to contest the exact liability in the pending civil proceedings. In other words, the undertakings create an arrangement without finally deciding the disputed issues.

26. Viewed from this angle, the Court finds that the undertakings serve a useful purpose. They provide a measure of financial security to the Petitioner. At the same time they do not prevent the parties from fully litigating their respective claims before the competent civil court. It would therefore not be appropriate for this Court, while exercising contempt jurisdiction, to undertake a detailed examination of the entire accounting dispute relating to transit rent or valuation of the premises. Those matters are already the subject of Civil Suit No.2479 of 2019 pending before the City Civil Court at Dindoshi. That court is better placed to examine evidence, interpret the Consent Terms in detail and determine the precise monetary liability.



27. For these reasons this Court considers it appropriate to accept both undertakings for a limited purpose. The acceptance of the undertakings is intended only to secure the financial interests of the Petitioner during the pendency of the civil proceedings and to ensure compliance with the directions already issued by this Court. It must be clearly understood that acceptance of the undertakings does not amount to a final determination of the rights and liabilities of the parties. All issues relating to the exact amount of transit rent, the interpretation of the Consent Terms and the legality of the underlying arrangements remain open for determination by the competent civil court.

28. The Court must also address the argument relating to authority of the persons who filed the undertakings. The undertakings have been filed by office bearer of the Society who claim to act on behalf of the Society. There is no material placed before the Court to conclusively demonstrate that he lacked authority to bind the Society. In fact one of the undertakings expressly states that the deponent has been authorised by the General Body of the Society. In the absence of clear proof to the contrary, the Court has no reason to doubt the representation made by this office bearer. Once an undertaking is given to the Court by an authorised officer of a co-operative society, the society itself becomes bound by that undertaking.

29. Another aspect which requires clarification is the clause in the undertakings stating that the payment or security is subject to the final outcome of the civil proceedings. Such a clause indicates that the security is being provided without prejudice to the final



adjudication of rights. The Bank Guarantee, once furnished, remains enforceable according to its terms and continues to operate until the dispute is resolved. Therefore, the Petitioner's interests are adequately protected.

30. The Court is also mindful of the Petitioner's apprehension that acceptance of the undertakings may allow the Respondents to avoid their full liability. That apprehension is addressed by clarifying that the undertakings are being accepted only as a form of interim security. The Petitioner remains free to pursue the entire claim for transit rent and other reliefs in the civil suit. If the civil court ultimately determines that a larger amount is payable, the Respondents would remain bound by such determination. The undertakings cannot be used as a shield to escape liability established in accordance with law.

31. Finally, the allegations regarding suppression of facts, unauthorised construction and possible violation of municipal or planning laws also involve complicated factual inquiries. Such questions cannot be conclusively resolved within the limited jurisdiction of contempt proceedings. Those issues may appropriately be examined in the civil suit or in other competent proceedings if necessary. Accepting the undertakings therefore allows the Court to preserve the Petitioner's financial security while leaving the substantive disputes to be adjudicated.

32. For all these reasons, this Court finds it appropriate to accept the undertakings dated 6 January 2026 and 24 January 2026 filed on behalf of the Respondent Society. The acceptance is made with



the understanding that the undertakings operate as binding assurances to the Court and as security for the Petitioner's claim, while all substantive disputes between the parties remain open for determination in the pending civil proceedings.

33. For these reasons the Court accepts both undertakings and frames the conditions for acceptance as follows.

(i) The Respondent no. 6 society shall furnish, within four weeks from today, an unconditional, irrevocable and on-demand Bank Guarantee in favour of the Petitioner for the combined amount of ₹29,92,748 which is the aggregate of ₹10,06,800 and ₹19,85,948 as offered in the two undertakings. The Bank Guarantee shall be issued by a scheduled bank. Alternatively, the Respondents may deposit the amount of ₹19,85,948 in Civil Court in Civil Suit No.2479 of 2019 and furnish a Bank Guarantee for ₹10,06,800 as given per undertaking by the Mr. Deepak Shah;

(ii) The Bank Guarantee shall be payable on demand and shall remain valid for a period of six months from the date of its issuance. The Respondents shall also undertake to renew or extend the guarantee as may be necessary until final disposal of the civil suit, failing which the Petitioner is entitled to invoke the guarantee;

(iii) If the Bank Guarantee is not furnished or the deposit is not made within the time directed, the contempt petition shall be restored on the petitioner's motion. In that event this



Court will proceed to consider the contempt petition on merits including question of wilful disobedience and any consequential relief;

(iv) The Civil Court shall decide Civil Suit No.2479 of 2019 on its own merits and in accordance with law, uninfluenced by any observations made in this order.

34. In view of the acceptance of the undertakings and the security directed to be furnished, the suo motu contempt proceedings and Writ Petition No. 17541 of 2024 stand disposed of.

35. There shall be no order as to costs.

(AMIT BORKAR, J.)