



Sayali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CONTEMPT PETITION NO.191 OF 2024

Veronica Johnson Pareira ... Petitioner

V/s.

Ashwini General Hospital and Intensive
Care Center ... Respondents

SAYALI
DEEPAK
UPASANI

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Mr. Ramesh Ramamurthy with Saikumar
Ramamurthy, for Petitioner.

Mr. Kiran Mohite with Ms. Deepika Mule, for Noticee.

Dr. Dinesh D. Patil, Noticee present in Court.

CORAM : AMIT BORKAR, J.

DATED : APRIL 23, 2026

P.C.:

1. This Court by judgment dated 13th September, 2023 had already considered entire dispute between parties and while dismissing petition of contemnor had issued direction that contemnor shall pay compensation of Rs.10,00,000 to petitioner in place of reinstatement, within period of four weeks. It was further directed that in default of payment within said time, amount shall carry interest at rate of 6% per annum till full recovery. Said order was specific requiring immediate obedience.



2. Petitioner was serving as nurse in hospital run by contemnor and had rendered labour for livelihood. It is placed on record that petitioner is now more than 60 years of age and has remained without income for more than ten years. Such circumstance gives seriousness to non compliance, because delay in payment is denial of subsistence to aged workwoman. Where compensation is granted in lieu of reinstatement, prompt payment becomes essence of justice. Long withholding of such amount defeats relief granted by Court.

3. Orders passed by this Court on 29th July, 2024, 21st October, 2024, 28th July, 2025, 21st November, 2025, 19th December, 2025, 09th January, 2026, 06th March, 2026 and 02nd April, 2026 disclose continuous history of avoidance by contemnor. Repeated adjournments became necessary because contemnor was not making himself available to process of Court. Attempts to serve notices at address of hospital were unsuccessful. It is further reported that petitioner was not even allowed entry in hospital premises for purpose of effecting service. Such conduct indicates deliberate obstruction in administration of justice. When ordinary mode of service is frustrated by party himself, Court is justified in drawing adverse inference regarding intention. Therefore this Court was constrained to call upon licensee of premises to remain present so that truth regarding occupation, control and whereabouts of contemnor could be ascertained. This was not first option but compelled procedural measure arising from resistance shown to lawful process.



4. Dr. Dinesh Patil has filed affidavit placing certain financial particulars on record. In paragraph No.5 thereof, details of bank account stated to be operated in name connected with contemnor establishment are mentioned. The account is described as:-

“Ashwini General Hospital, Account No. 54703070007569, Canara Bank, Bhayander East Branch, Thane, IFSC/CNRB0015470”.

5. Filing of such affidavit is necessary because when judgment debtor avoids appearance and payment, Court must identify assets so that decree like direction does not remain on paper only. Prima facie material now placed suggests nexus of said account with hospital business from which contemnor appears to derive benefit. Unless protected, there remains possibility of diversion of funds. Hence financial disclosure by deponent cannot be ignored at this stage.

6. Accordingly, bank account details mentioned above stands attached, subject to further orders. Manager of Canara Bank, concerned branch at Thane, shall not permit contemnor or any other person claiming through him to operate said account without leave of this Court. Such order is necessary to preserve funds and maintain efficacy of judicial process. If account remains freely operable despite non compliance, fruits of order may be defeated by withdrawal or transfer. Attachment at this stage is protective in nature. Preservation of monies takes precedence over convenience of defaulting party.



7. This Court is informed regarding immovable property described as

“Ashwini General Hospital”, Shop Nos.2 and 3 and Flat Nos.G-1, 2, 3, 7 and 8 in building known as New Arunodaya Co-operative Housing Society Ltd., situated at Goddev Naka, Bhayander (East), Taluka and District Thane, admeasuring about 4200 sq.ft. on ground floor.”

8. Prima facie, same appears connected with business activities of contemnor. Therefore said property also stands attached. It is clarified that attachment at present does not authorise taking physical possession. Purpose is to restrain alienation, encumbrance or secret dealing with asset. Concerned revenue officer shall enter note of attachment in relevant public records and shall affix notice at conspicuous place on premises so that third parties are put to notice. Such public intimation reduces chance of fraudulent transfer. Mobile number of contemnor stated as 9833590490 is also taken on record for future communication and tracing purpose.

9. On cumulative material presently available, this Court is prima facie satisfied that contemnor has willfully disobeyed order dated 13.09.2023. There was sufficient time for compliance. No bona fide explanation of inability is shown. Instead record indicates absence, concealment and frustration of service. Licensee states that contemnor is presently in United States of America. If contemnor has left country while remaining in



persistent breach of Court order and avoiding process, matter becomes more serious. Therefore concerned Passport Officer at Mumbai shall consider initiation of appropriate action for revocation or impounding of passport of contemnor in accordance with provisions of the Passports Act and applicable rules.

10. Concerned passport authorities shall also communicate with appropriate consular channel relating to United States so that information regarding steps taken for revocation or impounding of passport is transmitted in accordance with law. Purpose of such communication is to ensure that contemnor does not continue to defeat jurisdiction of this Court by remaining outside reach while ignoring binding order.

11. Licensee appearing before Court states that movable properties in the hospital belong to him and not to contemnor, and that he possesses documentary material to establish such claim. Since attachment order should not unnecessarily prejudice third party, opportunity deserves to be granted. Therefore matter is directed to be listed on 30th April 2026 to enable production of title papers, licence documents, possession records or any other relevant material.

12. This Court on next date shall also pass such further orders as may be necessary to secure presence of contemnor before Court. Power to enforce attendance is incidental to contempt jurisdiction. Repeated absence after knowledge of proceedings



cannot be permitted indefinitely. Future coercive steps, if required, shall be considered depending on compliance status and material then available.

13. All concerned passport authorities shall act with due promptness and place compliance report before next date. Since allegation concerns evasion of judicial process, timely response from authorities is necessary.

14. Until further orders, licensee shall not deposit licence fees in bank account of contemnor or in any account operated for his benefit. Future licence fees payable under subsisting licence arrangement shall instead be deposited in this Court. Such direction is necessary because recurring payments may otherwise pass into hands of contemnor while he remains in contempt. This arrangement is interim and subject to further determination after hearing parties.

15. List the petition on **30th April, 2026**, First on Board.

(AMIT BORKAR, J.)