

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CONTEMPT PETITION NO.594 OF 2025

Shilpi Kumari Sahay ...Petitioner
Versus
Pradeep Narendra Bhatia ...Respondent

Mr. Savrish Shethye a/w. Mr. Abhayjeet Khairwar, Ms. Saloni Makhan and Mr. Shivam Kukreja, for the Petitioner.
Mr. Adnan Shaikh i/b. Ms. Drishti Khurana, for the Respondent.

CORAM: MADHAV J. JAMDAR, J.
DATED : 29th JANUARY 2026

PC:-

1. This is a Contempt Petition *inter alia* alleging violation of clause (f) of the Consent Terms. The said clause (f) of the Consent Terms reads as under:

“(f) Agreed, declared and confirmed by both the Petitioners that, the Petitioner no.2 shall pay for the expenses of the child Arjun for his food, clothes, school fees, bus fees, books, uniform, medical expenses, extra-curricular activities, tuition fees, camps, picnics, yearly trips to abroad or India, caretaker/maid, vaccination at actuals till the age of 21 years old.”

(Emphasis added)

2. It is the contention of Mr. Adnan Shaikh, learned Counsel appearing for the Respondent-Pradeep Narendra Bhatia that the Respondent is having very limited income and therefore, he is not in a position to comply with clause (f) of the Consent Terms which provides that the Respondent shall pay for the expenses of the child for his food, clothes, school fees, bus fees, books, uniform, medical expenses, extra-curricular activities, tuition fees, camps, picnics, yearly trips to abroad or India, caretaker/maid, vaccination etc. He submits that therefore, violation of the Consent Terms which has been accepted by the Court is not willful.

3. On the other hand, Mr. Shethye, learned Counsel appearing for the Petitioner submits that the Respondent-Pradeep Narendra Bhatia is maintaining his children from the first wife. Learned Counsel further submits that after the order dated 25th March 2022 passed by the learned Judge, Family Court, Mumbai in Petition No.F-2508 of 2021 dissolving the marriage between the Petitioner and the Respondent by decree of divorce by mutual consent under Section 28 of the Special Marriage Act, 1954, the Respondent has remarried and has child of 5 months. Learned Counsel submits that the Respondent is also maintaining his third wife and child.

Learned Counsel therefore, submits that the contention raised by the learned Counsel appearing for the Respondent, on instructions of the Respondent, is totally false.

4. Mr. Shaikh, learned Counsel appearing for the Respondent, on instructions of the Respondent, who is personally present in Court confirms that the Respondent is maintaining daughter from the first marriage as she is minor. He submits that second daughter out of the first marriage is major. He further confirms on instructions that the Respondent has remarried and he is having child of 5 months. He submits that his third wife is earning about Rs.75,000/- per month. On instructions, he submits that the Respondent is roughly getting Rs.45,000/- per month.

5. *Prima facie*, it is clear that the Respondent has violated clause (f) of the Consent Terms willfully. *Prima facie*, the contentions which are being raised are totally false as the Respondent in his affidavit has stated that he is Professional Gym Trainer and Fitness Entrepreneur of repute.

6. It is the submission of learned Counsel appearing for the Petitioner that the Respondent is having regular gym and he is earning much more.

7. Both the learned Counsel seek time to file additional affidavits. Let such additional affidavits be filed on or before 5th February 2026. Rejoinder if any, be filed on or before 12th February 2026.

8. Stand over to **13th February 2026 at 03:00 p.m.** To be listed fairly high on board.

9. As I have already observed that *prima facie* the Respondent has violated clause (f) of the Consent Terms, the Respondent shall remain present in this Court on each and every adjourned date.

[MADHAV J. JAMDAR, J.]

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