

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

CONTEMPT PETITION NO. 58 OF 2026  
IN  
FIRST APPEAL NO. 559 OF 2020

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Mohini Rajkumar Seth

....Petitioner/Appellant

**Versus**

Mohit Atul Kothare & Ors.

....Respondents

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Mr. Rajesh Shah a/w. Mr. Sanjay Udeshi, Ms. Netaji Gawde & Mr. Rahul Sanghvi i/by M/s. Sanjay Udeshi & Co. for the Petitioner.

Mr. Pranay Kamdar for the Purchaser.

Ms. Eventa Gonsalves for Respondent Nos.1 & 2.

Ms. Nilima Sangvikar for Respondent Nos.3 to 6.

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CORAM : JITENDRA JAIN, J.  
DATED : 17<sup>th</sup> APRIL 2026

**P. C. :**

1. This Contempt Petition was heard on several occasions. Basically the contempt was filed since respondent nos.1 and 2 did not make the payment to the petitioner and respondent nos.3 to 6 as per the consent terms dated 19<sup>th</sup> September, 2024. When this Contempt Petition was heard, respondent nos.1 and 2 submitted that they are willing to comply with the directions of payment, subject to the sale of certain immovable properties, for which, attempts were being made to sale.

2. Pursuant to above, respondent nos.1 and 2 have found a buyer for sale of the property at 15-A Ridge Road, Malabar Hill, Mumbai 400006, Bay

View Co-operative Housing Society Limited.

3. The buyer is present in the Court and has handed over demand draft after deducting the Tax Deducted at Sources (TDS) to the petitioner and respondent nos.3 to 6. The petitioner and respondent nos.3 to 6 have, therefore, signed “No Objection Certificate” in favour of the prospective purchaser Ms. Damini Kirit Kamdar. To the extent of this payment having been made to the petitioner and respondent nos.3 to 6, the petitioner and respondent nos.3 to 6 will not claim any right, title, interest or lien of any nature whatsoever on the said property. Insofar as the balance amount is concerned, they will be governed by the terms and conditions of the original consent terms.

4. It is made clear once again that the present buyer Ms. Damini Kirit Kamdar has agreed to purchase the property without any claim of any nature whatsoever of the petitioner and respondent nos.3 to 6 in the contempt. The learned counsel for respondent nos.1 and 2 states that amount of Rs.18,30,300/- (Rs.10,00,000/- + Rs.8,30,300/-) is paid to the petitioner and respondent nos.3 to 6. The petitioner and respondent nos.3 to 6 confirms to have received Rs.8 crores under the consent terms dated 19<sup>th</sup> September, 2024. The balance amount as per the consent terms remains to be paid. The No Objection Certificate (NOC) is taken on record and marked as “X” for identification.

5. List this Contempt Petition on 23<sup>rd</sup> June, 2026.

[ JITENDRA JAIN, J. ]