

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION (L) NO.4934 OF 2022
WITH
INTERIM APPLICATION (L) NO.19494 OF 2021
IN
SUIT NO.190 OF 2021

New Rising Sun Co-operative Housing Soc. Ltd.... Petitioner / Plaintiff
Vs.
K. Bhatia Realors and others ... Respondents

Mr. Karan Dua i/b. Bhandary & Bhandary for Petitioner / Plaintiff.
Mr. Kunal Bhanage for Respondent Nos.2 to 8.

CORAM : MANISH PITALE, J.
DATE : JULY 18, 2023

P.C. :

. By order dated 08.06.2023, this Court had specifically directed respondent Nos.2 to 8 to pay all outstanding amount towards arrears of transit rent for the members of the petitioner society, amounting to Rs.4,54,95,000/- by demand drafts or RTGS transfers on or before 15.07.2023 and the petition was kept today for ensuring compliance. It was further directed that the transit rent to the members of the petitioner society shall be paid from July 2023 onwards, on or before the 7th day of each month. This Court was informed that the amount payable towards transit rent to the members of the petitioner society comes to Rs.11,55,000/-.

2. Today, when the petition is called out for hearing, learned counsel appearing for respondent Nos.2 to 8 informs this Court that demand drafts were handed over to the petitioner society for the said amount of Rs.4,54,95,000/- towards arrears of transit rent payable to the members of the petitioner society and it was further stated that the transit rent for

the month of July 2023, amounting to Rs.11,55,000/- was also paid.

3. The learned counsel appearing for the petitioner society submits that there is a difference of Rs.10 lakhs in the amount pertaining to the arrears of transit rent. In response, the learned counsel appearing for respondent Nos.2 to 8 submits that the said amount of Rs.10 lakhs pertains to three members of the petitioner society and it is submitted that the said three members may not have deposited the cheques issued by the investor (who has now exited) or the cheques may have bounced. In any case, it is submitted that respondent Nos.2 to 8 will take appropriate steps to sort out the said difference in the amount, payable towards arrears of transit rent. It is further submitted on behalf of the petitioner society that there is a further shortfall of Rs.30,35,000/- towards arrears of transit rent. He submits that the office bearers of the petitioner society will communicate to respondent Nos.2 to 8 in writing about the details of the said alleged shortfall. The learned counsel appearing for respondent Nos.2 to 8 submits that if such information is communicated in writing, the said respondents will sit with the office bearers of the petitioner society and sort out the issue appropriately.

4. Insofar as the rent payable for the month of July 2023 is concerned, it is again alleged on behalf of the petitioner society that there is a shortfall of Rs.52,500/- pertaining to a particular member of the petitioner society. This aspect shall also be communicated in writing by the office bearers of the petitioner society to respondent Nos.2 to 8, who shall then discuss the same with the office bearers and sort out the said issue also appropriately.

5. The result of such discussions can be brought to the notice of this Court on the next date of hearing.

6. The petition be now listed for further consideration on

11.09.2023, *inter alia*, to ascertain whether the amounts towards transit rent are being regularly paid by respondent Nos.2 to 8 to the members of the petitioner society.

(MANISH PITALE, J.)

Minal Parab