

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

CONTEMPT PETITION (ST) NO. 10801 OF 2026
IN
COMMERCIAL ARBITRATION PETITION NO. 832 OF 2024

Bhavana Uday Lakhani ...Petitioner
Versus
Richmond Buildtech LLP ...Respondent

Mr. Shanay Shah a/w Ms. N. Thakkar i/b Tushar Goradia for Petitioner.
Mr. Amogh Singh a/w Mr. Vinesh S, Mr. Nikhil W. for Respondent Nos. 1 to 4.

CORAM : ARIF S. DOCTOR, J.
DATE : 1st APRIL, 2026

P.C.

1. The Petitioner has alleged that the Respondent Nos. 1 to 4 have committed breach of an order dated 29th January, 2025, by which this Court had in the captioned Commercial Arbitration Petition (filed under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996) *interalia* directed as follows:

"3. The Section 9 Petition shall be treated as an Application under Section 17 with the caveat that between today and the date on which the arbitral tribunal considers the Section 17 Application, no third-party rights shall be created by the Respondents on the subject property, over which the disputes and differences have arisen."

2. The Court had also by the said order, appointed an Arbitrator and I am informed that the arbitration proceedings are today pending.

3. The grievance of learned counsel Mr. Shah is that the Applicants, who are

outgoing partners of a firm known as “Divine Enterprises” were to be paid certain amounts pursuant to the Articles of Agreement dated 27th December, 2021 entered into between Divine Enterprises and the Respondent No. 1– Richmond Buildtech LLP, the same have not been paid. It is further submitted that the Respondent No. 1 has carried out construction and has been selling flats in the project in question, which is breach which is alleged.

4. Mr. Shah has taken me through the documents and pointed out that the instances of sales, which have occurred post the order. Mr. Singh appearing on behalf of the Respondent Nos. 1 to 4 at the outset alleges that there is no contempt of the order and the reading of the aforesaid clause ‘3’ by learned counsel is incorrect, however, he also submits that the Respondent Nos. 1 to 4 are ready and willing to make payment as per the draft Consent Terms which have been exchanged, would however, require the presence of all the outgoing partners i.e. the Respondent Nos. 5 to 7 to the present Petition. Since learned counsel reiterated that if the Respondent Nos. 5 to 7, who it is alleged are not cooperating, are present before the Court, the entire issue could be resolved, hence issue notice to Respondent Nos. 5 to 7.

5. It is clarified that this Notice is not issued in contempt but to enable the Respondent Nos. 5 to 7 to appear in this Court, which would aid in resolution of this entire dispute. Issue notice returnable on **16th April, 2026**.

[ARIF S. DOCTOR, J.]