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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION NO. 24 OF 2024
IN
COMMERCIAL SUIT NO. 18 OF 2022**

IDBI Trusteeship Services Limited ... Petitioner
Vs
Ozone Infra Con Private Limited ... Respondent

Mr. Aniruddh Gambhir, Mr. Pushkar Deo i/b. Cyril Amarchand Mangaldas for the Petitioner/Plaintiff.

Mr. Arjun Perikal(on VC), Mr. Shashank Jwalakumar, Renjith Nair and Mr. Abhishek Mookherjee, Mr. Shardul Amarchand Mangaldas for Defendant Nos. 1 to 3.

Ms. Priyanka Desai a/w. Mr. Abhishek Kamble i/b. The Fort Circle for Respondent No.4.

Mrs. Nandini Deshpande, 1st Assistant to Court Receiver present.

CORAM : GAURI GODSE, J.

DATED : 4th MAY 2026

ORDER:

1. The suit was disposed of vide order dated 16th March 2026, in terms of the consent terms. The assurances and undertakings in the consent terms are accepted as undertakings to the court. In view of the terms agreed in the consent terms and the time agreed upon by the parties for payment, the contempt petition was adjourned.

2. Learned counsel for the plaintiff submits that the timeline in the consent terms has not been adhered to and the payment as agreed is not paid. In paragraph no. 18 of the consent terms, it was

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agreed that within 45 days from the date of passing of an order payment would be done. The time as per the order dated 16th March 2026 expired on 1st May 2026. Learned counsel for the plaintiff submits that the amounts are not paid and thus, there is a breach of the undertakings given to this court. He further points out the order dated 17th October 2024, appointing the Court Receiver, for taking symbolic possession of the mortgage property under the impugned sale deed. So far as the contempt petition is concerned, this court on 17th October 2024 had issued notice to show cause as to why the contempt action, as per the order passed by this court on 20th January 2022 in Interim Application (St) No. 25446 of 2021, should not be taken against the respondents(defendants). There is an affidavit-in-reply filed by defendant nos. 1 and 2, who are respondent nos. 1 and 2 in the contempt petition.

3. There is no dispute that third party rights are created during the injunction order passed by this court. Hence, prima facie, this court is satisfied that there is willful breach of order dated 20th January 2022 in Interim Application (St) No. 25446 of 2021. Since, the payments are not made as per the terms agreed under the consent terms, there is an aggravated contempt in view of the breach of the undertakings given to this court as recorded in the order dated 16th March 2026.

4. So far as respondent nos. 1, 2 and 3 are concerned, this court is prima facie satisfied that there is deliberate and willful breach of the undertakings given to this court as recorded in the order dated 16th March 2026.

5. Office shall therefore issue notice to respondent nos. 1, 2 and 3 under Rule 1035(1) read with Rule 1036 of the Contempt of Courts(Bombay High Court) Rules, 1994, for committing willful breach of order dated 20th January 2022 in Interim Application(St) No. 25446 of 2021 and order dated 16th March 2026 passed in Suit No.18 of 2022.

6. Notice is made returnable on 16th June 2026.

7. So far as respondent no. 4 in the contempt petition is concerned, learned counsel appearing for respondent no.4, submits that she may be granted time to file an affidavit-in-reply in the contempt petition. Respondent no. 4 is the purchaser in whose favour the document is executed in breach of the order of injunction. Hence, respondent no. 4 is granted four weeks time to file an affidavit-in-reply as to why action of contempt should not be initiated against respondent no.4.

8. List the contempt petition on 16th June 2026.

(GAURI GODSE, J.)