

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL JURISDICTION  
CONTEMPT PETITION NO. 73 OF 2025  
IN  
NOTICE OF MOTION NO. 1929 OF 2015

Amishi Honawar

...Petitioner

Versus

Vinayak Developers & Ors

...Respondents

Ms Amishi Honawar, Petitioner in person present.

Mr. Mahesh Swami i/b L R & Associates for Respondent Nos.1 to 3

CORAM : ARIF S. DOCTOR, J.  
DATE : 14<sup>th</sup> JANUARY 2026

P.C.

1 The petitioner, who appears in person has by way of the present contempt petition alleged that the Respondents have committed breach of the undertakings given to this Court as more particularly mentioned in the order dated 12<sup>th</sup> August 2015, passed in Notice of Motion (1) No.1656 of 2015 in Suit (1) No.636 of 2015.

2 Heard, Petitioner in person Ms Amishi Honawar, who has invited my attention to the said order in particular to the following :

*6. Hence the following order:*

*(a) The Court Receiver is appointed Receiver in respect of the suit flat.*

*(b) Defendant No.1 shall peaceably hand over possession of the suit flat by handing over the key of the suit flat to the plaintiff within one week from today, failing which the Court Receiver shall take possession of the suit flat and hand over vacant possession to the*

*plaintiff.*

*(c) Upon defendant No.1 handing over such possession or upon the Court Receiver taking such possession from defendant No.1, the plaintiff shall pay compensation for transit accommodation to defendant No.1 @ Rs.16650/ until 31.03.2016 and thereafter @ Rs.19980/ from 01.04.2016 to 31.03.2017 as per the supplementary agreement as aforesaid.*

*(d) The partner of the plaintiff one Mr. Yogesh Pravinchand Bhatt gives an undertaking to the Court that he shall give the aforesaid amounts to defendant No.1. He further gives undertaking that he shall hand over the newly constructed flat No. B204 to defendant No.1 admeasuring a carpet area of 449.55 sq.ft. as per the supplementary agreement.*

*(e) The undertakings are accepted.*

*(f) The plaintiff shall construct the entire building as per the agreement expeditiously. The plaintiff shall pay the compensation for the transit accommodation and give newly constructed flat to defendant No.1 so soon as it is ready for handing over possession as per law.*

*(f) The Notice of Motion is disposed of accordingly.*

3 It is her submission that despite specific undertaking given by the Respondents, the Respondents have neither constructed nor handed over to the Petitioner Flat No.B-204 as also have failed and neglected to make payment of compensation for transit accommodation as they were undertaken to do. The Respondents though served have not appeared. Mr. Swami entered appearance on behalf of the Respondent Nos.1 to 3 and waives service.

4 Issue notice to the Respondents, returnable on 28<sup>th</sup> January 2026.

[ARIF S. DOCTOR, J.]