

**THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION NO. 2980 OF 2021
IN
EXECUTION APPLICATION NO. 2454 OF 2025**

Vivek Shyam Kishore ...Applicant
V/s.
Central Institute of Fisheries Education ...Respondent

**WITH
SUO MOTO CONTEMPT NOTICE NO. 1 OF 2026
IN
INTERIM APPLICATION NO. 2980 OF 2021**

Mr. Hasmit Trivedi, through VC with Ms. Niharika Ahirekar i/b Praxis Legal for the Applicant.

Ms. Pavitra Manesh for the Respondent.

Dr. N. P. Sahu, Director of the Respondent-Institute present.

**CORAM : ABHAY AHUJA, J.
DATE : 26th FEBRUARY, 2026**

PC. :

1. When the matter is called out, Mr. Trivedi, learned Counsel appears for the Applicant and submits that pursuant to the order dated 21st January, 2026, the decretal amount along with interest has been deposited in the Court within the time granted and this Court may permit not only withdrawal of the amount deposited in this Court, but also the execution proceedings as well as the Interim Application, as an undertaking has been given on 20th February, 2026 before the Court

taking up arbitration matters that the execution proceedings would be withdrawn upon withdrawal of the decretal amount along with accrued interest.

2. Ms. Manesh, learned Counsel appears for the Respondent-Central Institute of Fisheries Education and also surprisingly for the Contemnor viz. the Director of the Respondent, Dr. N. P. Sahu, in the show cause notice that has been issued by this Court on 21st January, 2026 and tenders across the bar an affidavit of apology dated 23rd February, 2026 of Dr. N. P. Sahu, also submitting that the Contemnor is present before this Court and tenders an unconditional and unqualified apology.

3. A perusal of the affidavit of apology, which does not appear to be an explanation to the show cause notice but a proposal to settle not only with the Applicant but also the contempt matter, reiterates what had already been recorded and rejected in the order dated 21st January, 2026 noting the breach by the Contemnor-Director and issuing the contempt notice. Once again the very reason that because there is a direction of the Head Office to attend the State level workshop on developing an action plan for researchable issues emerging from Viksit Krishi Sankalp Abhiyan 2025 for which the Contemnor was called to

co-chair the program, just another reason is sought to be supplied that the undertaking was not complied, that it is after taking legal opinion from the Advocate a decision regarding attending the said program was made after an assurance was received from the earlier Advocate that the said conference can be attended after signing the exemption application. There are no details of the communication with the said Advocate nor is the opinion sought made available to this Court. There is no evidence of what action has been taken against the earlier Advocate for furnishing such brazen and illegal advice but once again it has been stated that non-appearance was not intentional. It has been recorded in the order dated 21st January, 2026, that there was no exemption application filed in this Court but something tendered across the bar and which ought to have been filed before the date of hearing and despite that once again facts are sought to be twisted only to wriggle out of the consequences of contempt.

4. It has been further stated in the said affidavit that the amount of Rs. 36,68,409/- inclusive of interest as per award has been deposited in this Court and that to put an end to the entire dispute an Interim Application as well as an Arbitration Petition, which was rejected for non-removal of the office objections, has been withdrawn on 20th

February, 2026 and that the Respondent has also given no objection to the Applicant to withdraw the entire amount.

5. This kind of approach, in my view, is not acceptable and ought not to be accepted by any Court. Putting an end to the dispute for payment of outstandings under an award is entirely different from committing breach of the undertakings given to the Court or orders passed by the Court. The commercial dispute may have been settled between the two parties but the contempt is yet to be purged by the Contemnor-Director of the Respondent. Merely repeatedly saying in the affidavit that there was no intention of breaching the order or merely stating that an unconditional and unqualified apology is being tendered would not, in my view, serve in maintaining the majesty of this Institution.

6. It is very surprising to know that in paragraph 2 of the said affidavit the unconditional and unqualified apology is being tendered on behalf of the Director and his Institution, as if he is the owner of the Institution. It is the people who work in the Institution are in contempt not the Institution. No further elaboration on this is required for the moment.

7. The affidavit filed on behalf of the Director is far from satisfactory to convince this Court to come to a conclusion that the contempt has been purged. Accordingly, the following order is passed:-

ORDER

(i) Let the Applicant withdraw the amount deposited in this Court by the Respondent and the Prothonotary & Senior Master release the amount along with accrued interest after due verification within a period of four weeks.

(ii) The Contemnor is given one last opportunity to show cause by establishing before this Court as to why he should not be punished with maximum punishment under the Contempt of Courts Act, 1971 for deliberate breach of the undertaking given to this Court with copy to the other side.

(iii) Let the response, if any, to the affidavit(s) filed on behalf of the Contemnor be filed within a period of two weeks thereafter.

8. List on **1st April, 2026**.

9. Let the Contemnor viz. Director of the Respondent, Dr. N. P. Sahu, remain present in the Court on the next date.

10. This Court will consider the application to withdraw the proceedings on the next date.

(ABHAY AHUJA, J.)

Digitally
signed by
NIKITA
YOGESH
GADGIL
Date:
2026.02.26
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+0530