



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION (L) NO.30732 OF 2022
IN
SUIT NO.228 OF 2022

RNA Splendour Buyers Association .. Petitioners
& Ors.

Versus

A.A.Estate Private Limited & Ors. .. Respondents

...

Mr.Rohan Savant with Mr.Abhijeet C. Mahadeokar for the
Petitioners.

Ms.Viloma Shah i/b AVP Partners for the Respondent Nos.1A
to 1D.

Mr.Anish Karande i/b Mr.Mayur Vinod Faria for the Defendant
Nos.2 to 4 and 8.

Mr.Pritesh Burad (through VC) with Mr.Shreyas Moharir i/b
M/s Pritesh Burad Associates for the Respondent Nos.5 and 6.

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CORAM: BHARATI DANGRE, J.

DATED : 20th MARCH, 2024

P.C:-

1. On repeatedly indicating to the Contemnors that they are in breach of the Consent Terms dated 04/04/2022, the order dated 12/01/2024 refer to the time-lines stipulated in the affidavit filed Mr.Amol Karpe-Respondent No.4, the Director of Respondent No.2 and the Designated Partner of Respondent No.3.



In the affidavit, he made a categorical statement that an amount of Rs.One Crore shall be deposited on or before 02/01/2024 and the balance amount of Rs.Six Crores Twenty Two Lakhs shall be deposited in this Court on or before 31/01/2024. However, when the matter was being heard on 12/01/2024, Mr.Karpe has tendered a Demand Draft of Rs.Fifty Lakhs as against the amount which he had undertaken to pay as per the Consent Terms. Since, he made a statement that he has some properties, which he intends to sell off, so as to procure the said amount, trusting him, I directed an affidavit to be filed.

2. Accordingly, Mr.Karpe has filed an affidavit, affirmed on 24/01/2024, where he has offered the details of the properties available for sale and in paragraph 3 of the affidavit, he has categorically stated that an amount of Rs.6.72 Crores shall be paid by him in thee tranches; (a) Rs.50 Lakhs or or before 31/01/2024, (b) Rs. 3 Crores on or before 12/02/2024 and (c) balance Rs.3.22 Crores on or before 15/03/2024.

Tranche No.2, as regards the payment of Rs.3 Crores, is connected to two flats, set out in the affidavit, whereas third tranche of Rs.3.22 Crores is connected with another flat in the same project i.e. Flat No.A-4, of which the market value is estimated as Rs.3,30,00,000/- and the statement is made that he is actively negotiating for the sale of the said flat, though he has not identified the purchaser till date.

3. Today, when the Contempt Petition is called out, Mr.Amol Karpe is present in the Court.



Through his counsel, he makes a categorical statement that Flat No.A-3 is sold out and he has received the money. As far as Flat No.A-2 is concerned, the flat is sold out, but the consideration is yet to be received and, therefore, he has undertaken that on or before 10/04/2024, the amount of Rs.2.2 Crores shall be deposited. For the third tranche, where the money is to be arranged by sale of Flat No.A-4, he is in the process of having a buyer.

4. Since the Contemnor has categorically made a statement that an amount of Rs.2 Crores shall be deposited in this Court during the course of the day, permitting him to do so, I deem it appropriate that to direct him to file an additional affidavit within a period of two weeks from today, setting out the further time-lines for arranging the balance amount. At this stage, it can only be said that the Contemnor is making best efforts to purge the contempt, but he must keep in mind that he is being alleged of willful disobedience of the Consent Terms, which received the approval of this Court and he can be prosecuted by this Court for this conduct.

5. Re-notify to 16/04/2024.

On the next date of hearing, the Contemnor shall also clarify his position as regards the other obligation to accommodate the members of the Petitioner Society in 'Aashirwad Society' and 'Eversmile Society'.

(SMT. BHARATI DANGRE, J.)