



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

WITH
INTERIM APPLICATION (L) NO.20655 OF 2024
IN
CONTEMPT PETITION (L) NO.30732 OF 2022

RNA Splendour Buyers AssociationPetitioner
Versus
A A Estates Private Limited & Ors.Respondents

WITH
INTERIM APPLICATION NO. 1722 OF 2025
In
CONTEMPT PETITION (L) NO.30732 OF 2022

Shilpa Manish RachApplicant
Versus
RNA Spendour Buyers AssociationRespondent

WITH
INTERIM APPLICATION (L) NO.20655 OF 2024
IN
CONTEMPT PETITION (L) NO.30732 OF 2022

RNA Spendour Buyers AssociationApplicant
Versus
A. A. Estate Private Limited & Ors.Respondents

Mr. Rohan Savant *a/w Agam Mehta & Abhijeet Mahadeokar i/b. Diwakar Gond, for the Petitioner.*

Mr. Ativ Patel *i/b. M/s AVP Partners for Respondent No.1A to 1D.*

Mr. Rohaan Cama *a/w. Mr. Anish Karande & Mr. Shreyas*



Moharir i/b. Pritesh Burad Associates, for Respondent No.2.

Mr. Mayur Khandeparkar a/w. *Mr. Aneesa Cheema & Dishang Shah i/b Pritesh Burad Associates for Respondent No.3 and 6.*

Mr. Atul Damle i/b. *Mayur Faria for Respondent No.4.*

Mr. Pritesh Burad a/w. *Shreyas Moharir i/b Pritesh Burad Associates for Respondent No.5.*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 13, 2026

ORDER:

Context and Factual Background:

1. The captioned ***Contempt Petition*** relates to the Consent Decree dated April 11, 2022 (“***Consent Decree***”) passed in the captioned Suit, whereby the Plaintiff, RNA Splendour Buyers Association (“***Association***”) settled disputes and differences with the original Defendant No.1, AA Estate Pvt. Ltd. (“***AA Estate***”), original Defendant No.4, Westin Habitat Private Limited and original Defendant No.6, West Origin Construction LLP (collectively, “***Westin***”), and original Defendant No.5, Mr. Amol Prafullachandra Karpe (“***Karpe***”).

2. The other parties involved in the Suit were the original Defendant No.2, DN Nagar Samrat Co-operative Housing Society



Limited (***“Samrat”***) and original Defendant No.3, DN Nagar Pulkit Co-operative Housing Society Limited (***“Pulkit”***), but they were left out of the Consent Decree, agreeing that they would not be bound by or constrained by the terms of settlement among these parties.

3. The parties executed detailed Consent Terms dated April 4, 2022 (***“Consent Terms”***) setting out a whole range of bargains reached among the parties themselves. In the Contempt Petition, Respondent No.1 is AA Estate while Respondent Nos.1A to 1D are promoters / directors of AA Estate. The Contempt Petition is also directed against Respondent No.5, Manish Jayantilal Rach (***“Manish”***), who is referred to in the Consent Terms; and Respondent No.6, Ms Shilpa Manish Rach (***“Shilpa”***), Respondent No.7, Kamlesh Rajendrakumar Mehta (***“Kamlesh”***) and Respondent No.8, Ankit Pramod Sagvekar (***“Ankit”***), who are all designated partners or directors of the relevant entities of Westin.

4. AA Estate was originally the developer of a project titled RNA Splendour Project at Andheri (West). This project comprised development of the property belonging to Samrat and Pulkit by AA Estate. The Association comprises third party flat purchasers who were not originally members of Samrat and Pulkit and who agreed to acquire flats to be developed in the RNA Splendour Project.



5. In all, between 2010 and 2014, allotment letters were issued in favour of members of the Association in respect of 68 flats, along with a similar number of car parking spaces, with the area of the flats aggregating to 71,256 square feet of carpet area. Such members of the Association had made an aggregate payment of Rs.13,38,48,592 to AA Estate.

6. The development agreement between Samrat and AA Estate was terminated in the course of arbitration proceedings and a challenge to it is pending. Meanwhile, several complaints were made before the Real Estate Regulatory Authority ("**NERA**"). Likewise, some of the members of the Association sought to intervene in the arbitration proceedings, which attempt was repelled, reserving the rights of such members to initiate appropriate proceedings, not being parties to the arbitration agreement. On July 12, 2021, Pulkit also issued a termination notice to AA Estate. Eventually, the captioned Suit came to be filed, during the pendency of which, the Consent Terms were executed, and *were* confirmed and converted into the Consent Decree by an Order dated April 11, 2022.

7. In terms of the Consent Terms, the Association was entitled to constructed area of 55,000 square feet comprising 50 flats of 1100 square feet each and 50 car parking spaces in the redevelopment that



would be carried out on the property of Aashirwad Co-operative Housing Society Limited ("***Aashirwad***"). Likewise, carpet area of 3125 square feet in the form of five residential flats admeasuring 625 square feet each along with five car parking spaces was to be made available to members of the Association from the redevelopment to be carried out on the property of Eversmile Co-operative Housing Society Limited ("***Eversmile***"). It was represented that a development agreement with Eversmile would be executed within 30 days from the execution of the Consent Terms. Neither Aashirwad nor Eversmile is a party to the Consent Terms.

8. The amount of Rs. ~13.38 Crores that members of the Association had already parted with, which is essentially the aggregate of the booking amount paid by them to AA Estate was to be appropriated to the credit of Westin, and would count towards part of the purchase consideration payable by the members of the Association to Westin for the aforesaid flats. The carpet area attributed to such amount was agreed to be 58,125 square feet. The balance 22,091 square feet area was pegged at an additional purchase consideration of Rs. 65,81,09,574. The tranches for such payment were reduced to writing in the Consent Terms. Put differently, the amounts already paid to AA Estate were now to the credit of Westin – as if they had been paid to Westin in consideration of the flats to be developed by Westin instead



of by AA Estate.

9. In other words, Westin stepped into the shoes of AA Estate and the bargain between the Association's members and AA Estate was novated and morphed into the revised bargain with Westin, with the monies paid to AA Estate now enuring to the benefit of Westin with the corresponding obligations being taken over by Westin. However, as things would transpire, the members of the Association would later find that they had jumped from the frying pan to the fire.

10. It is common ground that the first tranche of over Rs.~9.22 Crores of the post-Consent Terms payments due from the members of the Association was indeed paid to and received by Westin. The manner of utilization of such amount was also reduced to writing in the Consent Terms. For example, Westin was to utilise the amounts paid by the Petitioners towards paying Rs.5.25 Crores to the Government of Maharashtra for conversion of the land held by Aashirwad from Class 2 Occupancy to Class 1 Occupancy, within a period of three working days from receipt of such amount. Westin was also required to submit a proposal to the Slum Rehabilitation Authority ("**SRA**") for development of the building on Aashirwad's property under Regulation 33(11) of DCPR 2034 and towards this end, a sum of Rs.2.46 Crores was to be utilised towards expenses for making a proposal to the SRA.



Evidently, as events would unfold, this was not done by Westin.

11. Detailed operational clauses specifically stipulating the next steps to be taken with each of Samrat and Pulkit, and with Aashirwad and Eversmile and the redevelopment of their properties were contracted with specific timelines, with escrow accounts having to be opened and bank statements having to be provided, as indeed provisions for conduct of monthly review meetings, induction of nominees of the Association as joint signatories to bank accounts, terms for engaging contractors and various other operational particulars were all set out in the detailed provisions of the Consent Terms.

12. Karpe and Manish did not attend the review meetings convened between April and June 2022. Defaults in compliance commenced, leading to issuance of a legal notice dated July 11, 2022 by the Association to the Respondents. The reply to this Notice dated August 9, 2022 effectively admits that the amount of Rs.~9.22 Crores received towards the first tranche from the members of the Association had not been utilised in accordance with the Consent Terms. The Association promptly filed the captioned Contempt Petition on September 23, 2022, which led to issuance of a show-cause notice to all the Respondents on December 21, 2022.



13. Westin, Karpe, Rach and Sagvekar have filed an affidavit dated June 7, 2023 giving their reasons as to why they would find it difficult to abide by the Consent Terms. They held out a promise that to demonstrate their *bona fides* they would return the amount of Rs.~9.22 Crores received from the members of the Association with Rs.2 Crores being deposited within two weeks and the balance Rs.7.22 Crores being deposited within six weeks thereafter. However, this too was not to be. They would barely deposit any material sums even on their own proposal, and also do nothing in compliance with the Consent Decree.

14. No deposit was made and this came in for adverse attention of this Court, after which further promises to deposit the same in instalments were held out from time to time. The time to deposit was extended from time to time, with monies coming in dribblets, and multiple observations of Learned Single Judges of this Court finding aggravated contempt on the part of the Alleged Contemnors. Eventually, the amount of Rs.~9.22 Crores would get fully deposited and that too without any interest on it, only by March 13, 2026.

15. The matter was listed from time to time over these years since 2023. The record would show that extracting information from the Alleged Contemnors as to the status of compliance was an acute challenge. It was observed by a Learned Single Judge of this Court in



an Order dated April 16, 2024 that Karpe was guilty of aggravated contempt, rendering him liable for action under the Contempt of Courts Act, 1971. Karpe filed an affidavit on May 7, 2024 indicating that the obligation to accommodate members of the Association was to do so in Aashirwad and Eversmile. It was stated by Westin that it was not possible for them to comply with the Consent Terms in relation to the members of the Association in Aashirwad and Eversmile because both these societies refused to execute development agreements with Westin.

16. The matter kept getting listed and examined from time to time by various Benches, and the Court again held in terms of an order dated October 16, 2024 that Respondent No.2 to 6 had committed aggravated contempt. On January 6, 2025, it was pointed out on behalf of the Association that a sum of Rs.3.71 Crores was still outstanding and that since the Alleged Contemnors were unable to complete the project, the Petitioners were entitled to take over the project and complete it on their own, as provided for in the Consent Terms. The Alleged Contemnors tendered an unconditional apology and paid another sum of Rs. 1.5 Crores towards the amount of Rs.~9.22 Crores due from them.

17. On the face of it, it is apparent that the Alleged Contemnors

have committed gross contempt of not just the Consent Terms but also the various orders of this Court that directed them to make deposits and recorded the Alleged Contemnors' own apologies and their own commitments to deposit amounts, which were not adhered to. As stated above, the last payment that completed the deposit of the sum of Rs.~9.22 crores, and that too without any interest, came in only on March 13, 2026. The enjoyment of the benefits arising out of the sum of Rs.~13.38 Crores already paid to AA Estate and the beneficial interest in such entitlements which stood transferred to Westin under the Consent Terms, remains at large with Westin being in utter violation of the Consent Decree.

Contentions of the Parties:

18. Against this backdrop, I have heard Learned Counsel for the parties.

19. Mr. Rohan Savant, Learned Advocate on behalf of the Association, points to the specific provisions of the Consent Terms to indicate the sweep and the extent of breaches and deliberate violations on the part of the Alleged Contemnors. Apart from such punishment as the Court deems fit for contempt, Mr. Savant would submit that in the contempt jurisdiction, where wilful disobedience of the nature observed in this case is found, the Court can direct the Alleged



Contemnors to perform such actions as would ensure compliance with its orders rather than direct that execution proceedings be initiated.

20. Mr. Atul Damle, Learned Senior Advocate for the Alleged Contemnors would point to the affidavits filed by the Alleged Contemnors and point to the fact that Samrat and Pulkit were not parties to the Consent Terms and this was a conscious choice made by the parties. If these two Societies were not parties to the Consent Terms, it would not be feasible to expect any facet of performance where their involvement is necessary, to be implemented. Likewise, since Aashirwad and Eversmile too are not parties, and their decisions are central to the performance of the obligations contracted in the Consent Terms, he would submit, in the contempt jurisdiction that has drastic consequences, the Alleged Contemnors cannot be expected to perform what is outside their control.

21. Mr. Damle would submit that not every breach and disobedience would constitute contempt and for even civil contempt to be dealt with, the necessary ingredient would be wilful disobedience, meaning thereby a deliberate and intentional act done with bad faith. He would submit that the need for demonstrating intentional bad faith is critical and mere wilful disobedience does not constitute contempt. Mr. Damle would submit that Westin and Karpe have also filed an

Interim Application (L) No.8317 of 2026 (“**IA 8317**”), by which the Alleged Contemnors seek to get declaratory relief by holding that the Consent Decree read with the Consent Terms have been frustrated and are worthy of rescission. IA 8317 seeks restoration of the Suit to the roster of this Court for adjudication on merits in accordance with law.

22. Mr. Rohaan Cama and Mr. Mayur Khandeparkar, Learned Advocates appearing for Westin and the individual Alleged Contemnors too, would support Mr. Damle’s submissions and point to how the Consent Terms have become frustrated. They would engage with the Court, based on instructions on the return of the Rs. ~13.38 Crores to the members of the Association, contending that any return of such funds to the Association should also be coupled with a full and final discharge of the Alleged Contemnors from their obligations under the Consent Terms.

Analysis and Findings:

23. I have examined the record with the assistance of Learned Advocates for the parties. It is a matter of record that Westin and the related Alleged Contemnors got a place at the transaction table only because they replaced and substituted AA Estate; agreed to perform the obligations that AA Estate failed to perform; took on these obligations along with the benefits of the rights accrued to AA Estate; and



formulated the revised terms on which the Association's rights would be enforced. This is how the Consent Terms came about.

24. However, right after the Consent Terms were executed and were made binding as undertakings given to Court by way of the Consent Decree, Westin has been in abject default showing scant regard for the undertakings given to Court. The Alleged Contemnors other than Westin are those in charge of and responsible to Westin for its actions. These individuals are directors and designated partners of the constituent parties of Westin (the company and the LLP) have violated the Consent Terms from the very first step. Westin has violated not only the operational provisions in the Consent Terms but has also demonstrated non-adherence to the end-use requirements of the very first tranche of payments due from the members of the Association. The very reason the members of the Association were lured into committing to paying over another Rs. ~65.81 Crores and actually performing their obligation of paying the first tranche of Rs.~9.22 crores.

25. Right after the receipt of this amount, the utter disregard of the Consent Terms has been demonstrated. It is quite apparent that any reasonable person who reviews the record would see that the Alleged Contemnors had no intent at all to honour the commitments arising out



of the Consent Terms. The purposes to which the first tranche was to be applied have simply been ignored. The operational commitments to be met have not been met. The coordination with the committee including representation from the Association has not been attended to by Karpe. Mahesh and Shilpa too have shown disdain and disregard for the Consent Terms. Worse, this sense of entitlement and hubris is betrayed even with commitments they themselves made to this Court from time to time in relation to their own offer of bringing back Rs.~9.22 Crores. It is another matter that even today, the Alleged Contemnors have instructed their advocates to submit to the Court that they will bring in, by way of a deposit, the sum of Rs. ~13.38 Crores that had been paid by the members of the Association for the project, the benefit of which is enjoyed by Westin to even have an involvement in the project, only if they are discharged from the Consent Terms.

26. In short, the Alleged Contemnors have been rightly found to have indulged in aggravated contempt over and over again by different Learned Single Judges of this Court. Even the amount of Rs. ~ 9.22 Crores that they committed to deposit in Court was brought in only over 820 days. The multiple orders passed by Learned Single Judges of this Court specifically pointing to aggravated contempt on the part of the Alleged Contemnors – are those passed on December 6, 2023, December 12, 2023, January 12, 2024, April 16, 2024, October 16,



2024, October 24, 2024 and October 25, 2024.

27. I also find that Clause 7.4 of the Consent Terms does envisage that the Association has a right to take over the Aashirwad project. It appears that Alleged Contemnors want to violate this term too and seek protection of any rights they may have with redevelopment of Aashirwad and Eversmile. They offer to deposit in Court with a schedule of deposit the sum of Rs. 13.38 Crores along with interest, with the only release of the amount to the Association being linked to a decision on the application they have made seeking annulment of the Consent Terms with restoration of the Suit. Even on this front, there are divergent narratives from Mr. Cama and Mr. Khandeparkar – the former would contend that even the deposit should be linked to an assurance that Westin should be discharged from the Consent Terms, while Mr. Khandeparkar would negotiate the next stage that the release of the deposit to the Association should be linked to discharge from the Consent Terms.

28. That Samrat and Pulkit are not parties to the Consent Terms. Considering Westin's proven track record of distrust-inducing conduct, it would be evident that Samrat and Pulkit, or for that matter, Aashirwad and Eversmile too may not have confidence in Westin. Mr. Savant would submit that Westin must be directed to execute such



documents as necessary for the Association to utilise Westin's entitlements, whatever they may be in relation to the development relating to Aashirwad and to thereby assign and transfer all its rights, as they exist, to the Association. Westin's own affidavit in reply makes it clear that it took a stance that the consequence of default by Westin would be for the development committee to take over the Aashirwad project.

29. I also note that the Alleged Contemnors have enjoyed an option of not being sentenced for contempt with the promise *to the Court* of bringing in the Rs. ~9.22 Crores and not honouring it as promised and slowly over a prolonged period of time, bringing it in eventually at their own sweet will. This conduct and attitude is hardly one of remorse for this Court to believe that any offer they make is worthy of consideration. The amount brought into Court too has not been with any interest. Worse, there is not a whisper of restitution of the Association to the position it was in when it signed the Consent Terms – with not just the absence of any sight of the Rs. ~13.38 crores but also vehement contention that Westin can wash its hands off the element of this amount as Westin never enjoyed the benefits of what it had been paid towards. Members of the Association are out of pocket by a sum of Rs.13.38 Crores, which was explicitly agreed as the consideration that enured to the benefit of Westin. Therefore, it was for Westin to



ensure that the Consent Terms were honoured, or the rights to develop under the development agreements executed by them were transferred to the Association as contracted in the Consent Terms.

30. A strong case for sending a serious signal to the Alleged Contemnors has been made out. The contumacious conduct necessitates serious Court intervention. It is clear from the record that Karpe, Manish, Shilpa, Kamlesh and Sagvekar were explicitly the “designated partners” of West Origin Construction LLP (Respondent No.3) and that Karpe and Manish were directors of Westin Habitat Pvt. Ltd. Merely because Manish purports to have ceased to be a director on January 13, 2024 and inducted one Mr. Hitesh Babulal Vyas on the same date, it would not follow that Manish would be off the hook for the contempt committed by him. The Consent Terms are replete with references to actions by Manish, who is evidently the person in control of the decision-making in the company. This is a fit case for sending a strong signal to the Alleged Contemnors who think nothing of making solemn commitments to Court, since it is apparent that they believe nothing would come of their breach of such commitments.

31. While I have heard submissions by both Mr. Savant and Mr. Damle and interventions by Mr. Cama and Mr. Khandeparkar, before I even consider IA 8317 and the final disposal of the Contempt Petition,



specific directions would be necessary to see if the Alleged Contemnors are even serious about restitution of the Association's members to their pre-Consent Terms position. If no measures are taken, this exercise risks another run of another prolonged period such as the 820-day period taken to deposit a mere Rs. ~9.22 crores, even while resources are expended by the Alleged Contemnors to guard their perceived development rights with Aashirwad, even seeking rescission of the Consent Terms as if it were a mere contract.

32. Terms of settlement by consent may partake the character of a contract, they are not a mere private contract, once the imprimatur of the Court has backed it and it now constitutes undertakings given to Court. I am mindful that IA 8317 is potentially a last roll of the dice with the hope that it would postpone consideration of the assessment of the Contempt Petition. However, without meaning to shut out consideration of IA 8317, it is necessary to issue specific directions to the Alleged Contemnors, the compliance of which would be placed on the scale when weighing the action for contempt.

33. Therefore, the following order is passed:

- a) In the contempt proceedings, there are two components of monetary amounts that fall for consideration – the amount of Rs. 9,22,59,150 paid towards the first tranche by members of



the Association to Westin. These can be said to have fully come in only by April 15, 2022. The benefit of these monies has been enjoyed by Westin on the whole since that date, although it has enjoyed the funds received from time to time. On the face of the record, the end-use and purposes to which this money was to be deployed as a matter of undertaking given to this Court, have not been violated. Purely by way of one example, monies to be utilized towards change of occupancy status of the Aashirwad land were not spent towards that purpose;

b) On multiple dates, multiple Learned Single Judges of this Court have had to extend the time over and over again for these amounts to be brought back to Court. There are multiple references to such delays constituting aggravated contempt. Evidently, the Court's directions have not been taken seriously and eventually it was only by March 13, 2026 that the entire amount was brought back into this Court. These amounts had been parted with by members of the Association in good faith on the strength of the Consent Terms, which had also been blessed by the *imprimatur* of this Court to lead to the Consent Decree;

c) The interest on these amounts has been computed and certified by chartered accountants V. N. Mehta and Company.



Mr. Savant has tendered a copy of this certificate across the bar and it is marked X for identification and taken on record. Such interest component works out on the basis of the number of days for which the respective component of the monies have been enjoyed and has been worked out at Rs.2,75,68,604 as of today;

d) Since monies have come from time to time to aggregate to the sum of Rs. ~9.22 Crores, the Registry would have deployed the same in accordance with the Rules and there may be earnings and accruals on these amounts. Any earnings on these amounts would also count towards the amounts that are covered as falling to the benefit of the members of the Association as and when this Court adjudicates the Petitions finally. Therefore, any such accruals and earnings would stand adjusted against the interest computation on the amount of Rs. ~9.22 Crores;

e) It is imperative to direct the Alleged Contemnors to jointly and severally bring back the amount of Rs.13,38,48,592 to Court, the consideration for which has been enjoyed and is in fact the very basis on which Alleged Contemnors are even in the picture with the Association. The members of the Association may have paid this to AA Estate, but the benefit of this money



had attorned to Westin, which is what led to the Association trusting a further Rs. ~9.22 Crores with Westin. The consideration for such value transfer to Westin was specifically and explicitly quantified in terms of specific carpet area in the Consent Terms. Therefore, if the Alleged Contemnors were to have any basis to pursue the path of purging the contempt, the said sum of Rs.13,38,48,592 should be deposited in Court to abide by the outcome in these proceedings;

f) Mr. Cama on behalf of Westin has vehemently submitted that if such amount is brought back with interest, Westin should get a full discharge from all obligations under the Consent Terms, and the continuing cloud over the development rights posed by the Association should be brought to an end. Mr. Khandeparkar, on behalf of some designated partners submits that the release of such amounts deposited to the Association should be linked to the discharge of obligations of the Alleged Contemnors;

g) Either way, it goes without saying that such amount too should be brought in and deposited in Court with interest computed until today. Towards this end, the working contained in a certification by the same chartered accountant tendered across the bar is marked X-1 for identification and taken on



record. Such interest component on the amount of Rs.13,38,48,592 at the rate of 12% per annum and at 10% per annum approximately constitutes a sum of Rs.6,33,23,209 and Rs.5,27,69,349 respectively. Interest would accrue from the date of the Consent Terms;

h) Should these amounts be deposited in Court, it would be placed on the weighing scale when considering action to be taken towards purging of the contempt and when considering the application for discharge of the Consent Terms. Keeping open the question of whether such discharge would follow, the Alleged Contemnors having run out of credibility, and yet seeking to make a credible attempt at restitution in order to avoid facing penal consequences under the contempt jurisdiction and to pursue their claims at a discharge, have given specific instructions on the timing of deposit that would be made by them. The following schedule for deposit, purely from the perspective of ensuring deadlines for deposit, has been agreed to by specific instructions to Mr. Cama in Court today:

A] The amount of Rs.13,38,48,592 along with interest computed at 12% per annum at Rs.6,33,23,209 shall be deposited in the following manner:

i] A sum of ***Rs.4.5 Crores*** shall be deposited within one



week from today i.e. **by March 20, 2026**. It has been confirmed in Court that this deadline has been well understood for purposes of planning cash flows to make the deposit and the date of upload of this Order would not be relevant for seeking any extension of time;

ii] Another instalment of **Rs. 4.5 Crores** shall be so deposited within a period of four weeks from today i.e. **no later than April 10, 2026**. It has been confirmed in Court that this deadline has been well understood for purposes of planning cash flows to make the deposit and the date of upload of this Order would not be relevant for seeking any extension of time;

iii] The **balance amount** shall be deposited no later than **May 8, 2026**;

iv] Any **shortfall between the interest accruing on the sum of Rs. ~9.22 Crores referred to above and the earnings on such amounts** already approved while the monies are in possession of the Registry of this Court shall also be bridged **by the second instalment date** above; and

v] If a single instalment is missed, the findings of the Alleged Contemnors being in contempt shall automatically lead to a listing for hearing for purposes of finalising the penal consequences for the contempt committed by the Alleged Contemnors.

34. Mr. Savant on behalf of the Association, submits that the



Association has multiple members and he would need time to take instructions on the proposition of a potential discharge, subject to receipt of the full amounts of Rs.~ 9.22 crores as well as Rs. 13.38 crores along with interest, and this would need to be explained to the Association's members so that they can take an informed decision.

35. The Registry shall file a report as to the accruals, if any, on the amounts already lying in Court before the next date. The parties have liberty to ascertain this value from the Registry and address the Court on the next date.

36. The matter is stood over to ***March 23, 2026***, on which date, each of the Alleged Contemnors shall remain personally present in Court.

37. All actions required to be taken pursuant to this judgment shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]