



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

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : April 30, 2026
(In Chambers)

ORDER:

1. On March 13, 2026, a detailed order was passed in the captioned



Contempt Petition which relates to the Consent Decree dated April 11, 2022 (“*Consent Decree*”) by which the captioned Suit had been disposed of. This Order being passed today, finally disposes of the Contempt Petition based on the commitments confirmed by the parties and recorded by me in the order dated April 24, 2026, by which date, the Alleged Contemnors have reported compliance with the order dated March 13, 2026 on an accelerated basis as committed by them and recorded in an intermittent order dated April 17, 2026.

2. On April 24, 2026, the parties had confirmed the terms of resolution by which the Contempt Petition would be disposed of, leaving to this Court’s best judgement, one closing element of an amount of remedial compensation agreed to be paid by the Alleged Contemnors to the Petitioner No. 1 Association (for the benefit of the remaining Petitioners who are members of the Association).

3. In order to set the context for this Order, which finally disposes of the Contempt Petition and brings all matters pending between the parties to a close, it would be important to set out some factual background and context, although such context has been set out in the orders passed earlier and referred to above.

4. In terms of the Consent Decree, the Petitioner No.1, 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 Prafulchandra Karpe (***“Karpe”***).

5. 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.

6. The parties executed detailed Consent Terms dated April 4, 2022 (***“Consent Terms”***) setting out a whole range of bargains reached among the parties among 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.

7. 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.

8. 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.

9. 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 ("**RERA**"). 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 eventually confirmed and converted into the Consent Decree by an Order dated April 11, 2022.

10. 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 (I) 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 are parties to the Consent Terms.

11. 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 36,034 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.

12. 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 into the fire.

13. 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 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.

14. 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.

15. 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.

16. Westin, Karpe, Rach and 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.

17. 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.

18. 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 Aashirvad 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.

19. 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.



20. 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.

21. Clause 7.4 of the Consent Terms does envisage that the Development Committee appointed by the Association has a right to take over the Aashirwad project. Potentially as a last roll of the dice, Westin and Karpe also filed an Interim Application (L) No.8317 of 2026 ("**IA 8317**"), by which the Alleged Contemnors seek to get a 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. Suffice it to say, even assuming purely for the sake of argument that IA



8317 has merit, the Alleged Contemnors had already been held to have committed aggravated contempt and newer acts of contempt with ongoing commitments made to this Court from time to time, not having been complied with. This is the background and context in which the order dated March 13, 2026 came to be passed, with the Court being one step away from framing charges in the Contempt Petition. In the interest of brevity, the contentions of the parties and the analysis of their contentions as set out in that Order, are not repeated here.

23. The following operative part of the Order dated March 13, 2026 is worthy of reproduction:

28. *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 been violated. Purely 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 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 deadline 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 accrued 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.*

29. *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.*

30. *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.*

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

[Emphasis Supplied]

Events after March 13, 2026:

24. Since then, there has been significant demonstration of remorse on the part of the Alleged Contemnors, potentially under the able advice and guidance of Mr. Atul Damle, Learned Senior Advocate. Mr. Damle made commitments to this Court based on instructions and sought to assuage the Court's conscience that the Alleged Contemnors want to address the need for



restitution of the Petitioners and that they express their sincere regret for the current position that they are in.

25. Mr. Rohan Savant, who too has ably presented to this Court, the tortious journey of these proceedings, has explained the situation to the Petitioners, and had been given instructions that in principle, if the Alleged Contemnors bring back the entire sum of Rs. ~13.38 crores paid by them earlier along with the Rs. ~9.22 crores already deposited, the Petitioners would be willing to discharge Westin of their entitlement to the redevelopment rights in terms of Clause 7.4 of the Consent Terms.

26. All the monies referred to in the paragraphs of the March 13, 2026 Order extracted above, have indeed been brought into Court by the Alleged Contemnors. To be precise, the Alleged Contemnors have brought in a cumulative sum of Rs. 22,47,99,555 after March 13, 2026 (including a residual sum of Rs. 59,150 that was still said to be a shortfall in the original amount of Rs.~9.22 Crores). Mr. Damle would submit that the Alleged Contemnors have sincerely taken efforts including leveraging with third parties, to bring in such amount to effect the restitution of Petitioners with a view to purge the contempt. Notwithstanding the past conduct, this effort calls for appreciation. The commitment to effect restitution made to this Court through Mr. Damle, has indeed been met this time by the Alleged Contemnors.



27. The report filed by the Registry in the matter records that the amounts remitted by the banks upon termination of the fixed deposits, aggregates to Rs. 32,55,63,436. This amount includes all accruals on the amounts deposited in Court so far.

28. Against this development, the Petitioners too, through instructions given by Petitioner No. 1 Association to Mr. Savant, have also confirmed to this Court on the two earlier occasions on April 17, 2026 and April 24, 2026 that subject to being given all the amounts deposited in Court so far, including the amounts directed to be paid by the Alleged Contemnors in the order dated March 13, 2026, along with such remedial payment as this Court directs, the Petitioners would not lay claim to their entitlement over the development rights in terms of Clause 7.4 of the Consent Terms.

29. Therefore, the Registry was directed by order dated April 24, 2026, to redeem all pending fixed deposits and provide the precise value of the amounts lying in Court to the benefit of the Petitioners. The parties consented that this Court may pass final orders in Chambers, which shall include a direction to pay a final remedial compensatory sum to also address the costs of these proceedings.



Further Final Directions:

30. The amount, as realised pursuant to the redemption of the fixed deposits, as reported by the Registry, stands at a cumulative sum of Rs. 32,55,63,436 (“***Accumulated Amount***”).

31. The amounts originally paid by the Petitioners, the benefit of which has been enjoyed by Westin and the Alleged Contemnors is Rs. ~ 22.60 crores (Rs. ~13.38 crores and Rs. ~9.22 crores). The amounts deposited by the Alleged Contemnors in Court is Rs. 31,71,86,969. The oddity in this figure arises out of certain marginal amounts towards tax deducted at source and a sum of Rs. 59,150. It can be said that the cumulative amount deposited in Court is Rs. ~31.69 Crores (“***Paid Amount***”).

32. The overall difference between such Paid Amount and the amount realised on redemption of the fixed deposits is a little more than Rs. ~83 Lakhs. This sum when divided by the number of flats in question comes to a meagre amount of just about Rs. ~1.20 Lakhs. Therefore, this entire amount must be released for the benefit of the Petitioners as already held in my judgement dated March 13, 2026.

33. Therefore, the entire Accumulated Amount must be released to the Petitioners. This shall constitute a part of the remedial compensation payable



by the Alleged Contemnors to the Petitioners towards purging the contempt covered by the Contempt Petition and contempt of subsequent orders of this Court and as an expression of their remorse for the contempt. Such amount shall be distributed by the Petitioner No. 1 Association to the other Petitioners in proportion to their contribution on a flat-wise basis. Accurate distribution of these amounts in proportion to the Petitioners' *inter se* entitlements shall be ensured by the Association.

34. The Petitioners have not had the benefit of these funds for a prolonged period of time owing to the default by the Alleged Contemnors with the obligations under the Consent Terms. The Petitioners have also had no benefit of the consideration for which these sums had been parted with. Therefore, it is directed that, as indeed committed by the Alleged Contemnors, the entire sum of the Accumulated Amount shall stand released to the designated bank account of Petitioner No. 1 Association for distribution to the other Petitioners in respect of their contribution towards their respective flats.

35. Finally, in terms of the commitment by both parties who have agreed to abide by such further direction as this Court makes for payment of a further additional sum by the Alleged Contemnors over and above the aforesaid remedial compensation, towards the prolonged hardship faced and costs of these proceedings, arising out of the defaults on the part of the Alleged



Contemnors, in my opinion, it would be appropriate to fix the same in the cumulative sum of Rs. 2,00,00,000 (“***Additional Costs and Compensation Amount***”), which shall be distributed by the Petitioner No. 1 Association to the other Petitioners on the basis of equal division in respect of each of the 68 flats in question. This Additional Costs and Compensation comes to approximately Rs. 2.94 lakhs per flat. This amount coupled with the amount of accrued earnings on the amounts already deposited in Court is a reasonable remedy.

36. I have factored in the suggested additional amount of Rs. 1 lakh per flat indicated by Mr. Damle on behalf of the Alleged Contemnors as a benchmark and have enhanced it with my assessment of the sheer number of times this matter has been listed and has had to be pursued. Approximately over 70 listings have occurred so far, and the Petitioners, in pursuit of their savings, have had to constantly coordinate across 68 constituent flats to consolidate inputs and give instructions to their Advocate to assist the Court. Considering these factors, the Alleged Contemnors are directed to jointly and severally pay and deposit in Court, such Additional Costs and Compensation Amount of Rs. 2 crores, ***no later than May 7, 2026.***

37. No sooner than such deposit of the Additional Costs and Compensation Amount is made (even if before the aforesaid deadline), the Registry of this



Court shall immediately remit the same to the designated bank account of the Petitioner No. 1 Association. The Petitioner No. 1 Association shall ensure distribution of the amounts to its constituents i.e. the remaining Petitioners, ideally within a period of four weeks from today. In the interregnum, should computation of *inter se* allocation of the amounts to be distributed take time, the amounts released by this Court may be kept in a short-term interest-bearing fixed deposit by the Petitioner No. 1 Association.

38. Upon completion of deposit in Court of the aforesaid Additional Costs and Compensation Amount by the Alleged Contemnors, they shall stand ***discharged*** of the allegations of contempt as initially raised in this Contempt Petition and the subsequent continuing contempt, and this Contempt Petition and Interim Applications therein would stand ***finally disposed of***.

39. For the avoidance of doubt, should there be a default in payment of the final amount due i.e. the Additional Costs and Compensation Amount, there shall be no discharge and the Contempt Petition shall be taken up for framing of charges. Towards this end, the matter is ***stood over*** under the caption “***Reporting Compliance***” on ***May 8, 2026*** at 11:00 am. The Alleged Contemnors shall remain present in Court on that day for passing of final orders.

Recourse to AA Estate:



40. Before parting with the matter, it would be important to record that the discharge of the contempt alleged has been achieved only due to payments by Westin and the related partners and directors and not by AA Estate and its constituents, who have not even participated in these proceedings.

41. Therefore, Westin shall be at liberty to make such claims as advised against AA Estate and its constituents, promoters, directors and partners and others in charge of and responsible for the conduct by AA Estate. Westin has discharged the amounts originally paid by the Petitioners to AA Estate as well and therefore, the Petitioners shall have no further claim against any party in the matter. Equally, the Petitioners shall not be pursued on any count whatsoever by Westin and its constituents; or AA Estate and its constituents. Nothing in this order would come in the way of Westin and its constituents pursuing any action against AA Estate and its constituents for recompense akin to subrogation since discharge of payments by the former has led to the Contempt Petition being disposed of even against the latter.

An End-Note:

42. Before parting, I must record my sincere appreciation of the efforts made by both Mr. Savant and Mr. Damle, who have constructively played their respective roles as officers of the Court as well as advocates of their respective clients, in a mature and professional manner, to bring these proceedings to a



laudable and commonsensical end, and ensuring justice to the parties involved.

43. Stand over, as directed above, to ***May 8, 2026***.

44. 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.]