

IN THE SUPREME COURT OF INDIA
INHERENT JURISDICTION

CONTEMPT PETITION (CIVIL) NO. 499 OF 2019
IN
SPECIAL LEAVE PETITION (CIVIL) NO. 10907 OF 2018

SHRADDHA GUPTA

.....

PETITIONER

VERSUS

SUMIT JAIN

.....

ALLEGED CONTEMNOR/
RESPONDENT

WITH

PETITION FOR SPECIAL LEAVE TO APPEAL (CIVIL) NO. 14759 OF 2018

AND

M.A. NO. 2450 OF 2019

IN

SLP(CIVIL) NO. 10907 OF 2018

ORDER

CONTEMPT PETITION (CIVIL) NO. 499 OF 2019:

1. On 29th February, 2024, it was recorded that the rest of the disputes between the parties were resolved inasmuch as a decree of divorce has been granted by the Patiala House Courts on 03rd October, 2023, which has attained finality. The issue that was left to be sorted out is in respect of Flat Nos. 1901-1902, A Wing, Cosmic Heights, Bhakti Park, Wadala (East), Mumbai – 400037 co-owned by both the parties in terms of the Sale Deeds executed in respect of the said flats.
2. Though the parties had agreed that the flats would be disposed of in terms of the consent terms signed by the parties on 29th October, 2018, the same did not take

place. As a result, parties were referred to mediation, but a settlement has not been reported. Further proceedings were taken limited to the aspect of sale of the subject flats and division of the sale proceeds between them.

3. Clause '7' of the consent terms executed by the parties, is extracted below:

"7. The parties agree to continue to pay their respective home-loans as per the existing arrangement, i.e.- Petitioner will pay loan for loan account pertaining to Flat A-1902 with loan account nos. 912060032731864, 912060032734203 and PHR000400529458 and Respondent will pay loan for loan account pertaining to Flat A-1901 with loan account nos.912060032714074, 912060060755328 and PHR000400529155. "

4. It is apparent from a perusal of the aforesaid consent terms that both parties had agreed to service their respective home loans. The petitioner (Ms. Shraddha Gupta) was to service the home loan in respect of Flat No. A-1902, whereas the respondent (Mr. Sumit Jain) was required to service the home loan in respect of Flat No. A-1901. Therefore, in the spirit of the very same consent terms, it is deemed appropriate to direct that the parties shall sell the composite subject flats which are on the same floor with a single door entry and the sale proceeds thereof shall be equally divided between them. Thereafter, it is for the petitioner and the respondent to service their respective home loans, as they may deem appropriate.
5. For purposes of conducting the sale of the flats and finding an appropriate buyer, the Porthonotary/Senior Master attached to the Bombay High Court is directed to appoint an officer of the Court to identify a suitable buyer to purchase the flats at the market rate and ensure that the Sale Deeds are executed in favour of the buyer. Simultaneous to the execution of the sale deeds, the sale proceeds in respect of the respective flats shall be paid in equal share to the petitioner and the respondent, after adjusting the expenses that may be incurred for the sale. All the incidental

expenses likely to be incurred for sale of the subject flats, shall be borne equally by both the parties.

6. The sale shall be concluded as expeditiously as possible, preferably within a period of three months from the date of receipt of a copy of this order.
7. At this stage, the respondent submits that the petitioner has not paid the maintenance in respect of her flat to the Society. The arrears of maintenance shall be paid by the petitioner to the Society at the earliest, preferably within two weeks, and proof thereof shall be handed over to the respondent. Contempt Petition is closed.

PETITION FOR SPECIAL LEAVE TO APPEAL (CIVIL) NO. 14759 OF 2018 AND M.A. NO. 2450 OF 2019:

These matters stand disposed of in terms of the order passed above in Contempt Petition (Civil) No. 499/2019.

.....J.
[HIMA KOHLI]

.....J.
[SANDEEP MEHTA]

NEW DELHI
AUGUST 02, 2024
PS

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

CONMT.PET.(C) NO. 499/2019 IN SLP(C) NO. 10907/2018

SHRADDHA GUPTA

PETITIONER

VERSUS

SUMIT JAIN

RESPONDENT

(IA No. 59258/2022 - APPROPRIATE ORDERS/DIRECTIONS, IA No. 140750/2022 - PERMISSION TO APPEAR AND ARGUE IN PERSON)

WITH

SLP(C) No. 14759/2018 (IX)

(IA No. 79396/2018 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT, IA No. 79398/2018 - EXEMPTION FROM FILING O.T., IA No. 79394/2018 - IA FOR SUBSEQUENT EVENTS AND ADDL. DOCUMENTS, IA No. 140733/2022 - PERMISSION TO APPEAR AND ARGUE IN PERSON, IA No. 80218/2018 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES)

MA 2450/2019 in SLP(C) No. 10907/2018 (IX)

(IA No. 168326/2019 - MODIFICATION OF COURT ORDER)

Date : 02-08-2024 These matters were called on for hearing today.

CORAM :

HON'BLE MS. JUSTICE HIMA KOHLI
HON'BLE MR. JUSTICE SANDEEP MEHTA

For Petitioner(s) Mrs. V. D. Khanna, AOR

Petitioner-in-person

Mr. Nikhil Nayyar, Sr. Adv.
Mr. T. V. S. Raghavendra Sreyas, AOR
Mr. Divyanshu Rai, Adv.
Mr. Siddharth Vasudev, Adv.

For Respondent(s) Respondent-in-person

**UPON hearing the counsel, the Court made the following
O R D E R**

1. Contempt petition (Civil) No. 499 of 2019 is closed in terms of the signed order.
2. Petition for Special Leave to Appeal (Civil) No. 14759 Of 2018 and M.A. No. 2450 of 2019 stand disposed of in terms of the order passed in Contempt Petition (Civil) No. 499 of 2019.
3. Pending application(s), if any, shall stand disposed of.

**(POOJA SHARMA)
COURT MASTER (SH)**

**(NAND KISHOR)
COURT MASTER (NSH)**

(Signed order is placed on the file.)