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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

CONTEMPT PETITION (L) NO. 32546 OF 2026
IN
COMM. ARBITRATION APPLICATION NO. 560 OF 2026

ATUL GANESH KULKARNI

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Date: 2026.10.27 12:11:16 +0530

Anchor Point Developer Private Limited ... Petitioner

Vs.

1. PMT Machines Limited
2. Rakhi Saurabh Bora
3. Sumit Sawhney
4. Tanish Sourabh Bora
5. Sebastian Antony Pallathussery
6. Dnyanesh Vishnu Darshane ... Respondents

Mr. Zal Andhyaruijina, Senior Advocate Mr. Karl Tamboly, Mr. Chirag Kamdar, Ms. Jasmine Kachalia, Ms. Serena Jethmalani, Mr. Sahil Singh, Ms. Shweta Chopra, Mr. Roshan Mohod i/b Wadia Ghandy and Co., for Petitioner.

Mr. Girish Godbole Senior Advocate a/w Ms. Sneha Jaisinsh, Mr. Navdeep Dahisa, Mr. Yash Arora, Ms. Janvi Sakalkar i/b Bharucha Partners, for Respondent Nos. 1 to 5.

CORAM : AMIT BORKAR, J.

RESERVED ON : OCTOBER 22, 2026

PRONOUNCED ON : OCTOBER 27, 2026

JUDGMENT:

1. The question before the Court at this stage is whether the material placed before the Court is enough to issue notice to the Respondents under Rule 1035 of the Bombay High Court (Original Side) Rules, 1980, for the alleged civil contempt. At this stage, the Court is not deciding whether the Respondents are guilty and should be punished. The Court has to see whether the order dated 23 April 2025 and the Consent Terms dated 26 December 2024 contain an undertaking given to this Court, whether the obligation under that undertaking was clear, and whether there is enough material to ask the Respondents to explain why they did not comply with it. At the same time, the Court has to consider the defence of the Respondents that the Consent Terms were not authorised, were against the law, and that the dispute is about contractual rights which should be decided in execution proceedings.

2. The Petitioners say that Respondent No. 1 had agreed to sell the properties mentioned in the Memoranda of Understanding dated 28 June 2023 and 1 July 2023 for a total amount of Rs. 250 crores. The Consent Terms state that the Petitioner had paid Rs. 79.50 crores for this transaction. As Respondent No. 1 did not complete the transaction, the Petitioners approached this Court by filing Commercial Arbitration Petition (L) No. 436 of 2024 under Section 9 of the Arbitration and Conciliation Act, 1996. After this, the parties settled their dispute by executing the Consent Terms dated 26 December 2024. The order passed by this Court on 23 April 2025 records the settlement between the parties. Paragraph 1

of the order states:

> "Learned Counsel for the parties jointly submit that all disputes and differences between them covered by this Petition stand settled in terms of the Consent Terms dated December 26, 2024. A copy of the Consent Terms executed by them is marked "X" for identification and taken on record. Learned Counsel for the parties submit that nothing in the Consent Terms is in conflict with any requirement in law. Consequently, undertaking given in the Consent Terms shall be considered as an undertaking given to this Court."

3. Paragraph 2 of the order records that the Petition "is finally disposed of in terms of the Consent Terms arrived at between the parties." Therefore, the order does not only say that the parties have privately settled their dispute. It clearly says that the undertakings given in the Consent Terms will be treated as undertakings given to this Court. This part of the order is important while deciding whether notice should be issued in the present case.

4. Rule 1035(1) of the Bombay High Court (Original Side) Rules, 1980, says that a contempt petition must be placed before the Court for preliminary hearing to decide whether notice should be issued. If the Court finds that a prima facie case is made out, it may issue notice to the person against whom contempt is alleged. If the Court finds that no such case is made out, it may dismiss the Petition.

5. Therefore, before issuing notice, the Court has to look at the material available before it. Just because a contempt petition is filed, it does not mean that notice must be issued in every case.

But at the same time, the Court is not required to finally decide the guilt of the Respondents at this stage. The question is whether there is enough material to ask them to explain the alleged breach.

6. The first submission of the Petitioners is that Respondent No. 1 had clearly agreed to complete the sale within the time given in the Consent Terms. For this purpose, the Petitioners rely upon Clauses 5(a) and 5(b) of the Consent Terms. Clause 5(a) provides:

> "The Respondent hereby agrees, acknowledges and reiterates its obligations under the MOU and shall take all steps for causing sale, transfer, assignment and conveyance of all right, title and interest in the Property and Premises, free and clear of all encumbrances, and hand over quiet, vacant, peaceful and undisputed possession of the Property and Premises to the Petitioner, including but not limited to executing the definitive documents in relation to the sale, conveyance, transfer of the Property and the Premises by causing"

7. Clause 5(a)(iii) requires the execution, stamping and registration of the necessary conveyance deeds and other documents "within no later than September 30, 2025."

8. Clause 5(b) states:

> "The Respondent hereby agrees and covenants that it shall consummate the sale of Property and Premises in terms of the provisions of MOU as described in clause (a) above by September 30, 2025, without any delay or demur whatsoever."

9. Clause 5(a)(v) separately says that physical possession of the properties has to be handed over within one year from the date of execution of the Consent Terms.

10. On reading these clauses, it appears that the obligations of Respondent No. 1 are stated clearly. Respondent No. 1 was required to take all necessary steps for completing the sale and executing the documents required for transferring the properties to the Petitioners. The Consent Terms fixed a particular date for completing the sale. The parties did not keep the date open for deciding it later. The words "without any delay or demur whatsoever" in Clause 5(b) show that the sale was expected to be completed within the agreed time. The obligation to hand over possession is separately mentioned. Therefore, the alleged failure to complete the sale and the alleged failure to hand over possession are two separate matters of non-compliance. The Petitioners can rely upon both these obligations. However, whether such failure was wilful and deliberate is a different question, which will have to be decided from the material placed before the Court.

11. The Respondents say that Clause 5 only repeats the obligations mentioned in the original MOU and does not amount to an undertaking given to this Court. According to them, Clause 5(a) only says that Respondent No. 1 "shall take all steps" to complete the sale, while Clause 5(b) says that it "agrees and covenants" to complete the sale by 30 September 2025. They submit that the only clear undertaking in the Consent Terms is in Clause 8, which reads:

> "The parties agree and undertake that there shall not be any action/steps which would in any way violate the present Consent Terms."

12. The Respondents say that Clause 8 cannot be treated as an undertaking to complete the sale. According to them, if the contract is not performed, the Petitioners can take steps in execution proceedings or file a suit for specific performance.

13. This submission has to be considered by reading the order dated 23 April 2025 along with the Consent Terms. If only the wording of Clause 5 was before the Court, it would have to be examined whether the words in that clause amount to an undertaking to the Court or only a contractual promise between the parties. But in the present case, the order clearly states that the undertakings given in the Consent Terms will be treated as undertakings given to this Court. It records that the Petition was finally disposed of according to those Consent Terms. The Court cannot ignore this clear statement while deciding whether notice should be issued. The Respondents may explain why a particular obligation in the Consent Terms should not be treated as an undertaking to the Court. However, at this preliminary stage, their submission that no undertaking at all was given to this Court cannot be accepted without reading the order and the Consent Terms together.

14. The legal position has been explained by this Court in *Bajranglal Gangadhar Khemka v. Kapurchand Ltd.,* 1950 SCC OnLine Bom 12. In that case, the Court considered whether an undertaking mentioned in consent terms could be treated as an undertaking given to the Court and whether breaking it could amount to contempt. The Court observed:

> "It is necessary to understand what the true nature of the committal proceedings is in a case like this. As pointed out by Oswald on Contempt of Court, an undertaking entered into or given to the Court by a party or his counsel or solicitor is equivalent to and has the effect of an order of the Court, so far as any infringement thereof may be made the subject of an application to the Court to punish for its breach."

15. The judgment states:

> "In all orders and decrees of the Court, whenever the expression "a party undertakes" has been used, it has always borne the meaning that the undertaking has been to the Court."

16. The Court held that an undertaking included in a consent decree can be enforced through contempt proceedings because, by passing the decree, the Court approves the agreed terms and makes them part of its order. The fact that the parties had first agreed to those terms between themselves does not prevent an undertaking from being given to the Court.

17. The principle laid down in *Bajranglal Gangadhar Khemka* is relevant to the objection raised by the Respondents. The present case concerns Consent Terms which were placed before this Court and on the basis of which the Section 9 Petition was disposed of. More importantly, the order dated 23 April 2025 clearly records that the undertakings in the Consent Terms will be treated as undertakings given to this Court. Therefore, the general argument that a settlement between private parties can never contain an undertaking to the Court cannot be accepted. However, every term in a settlement does not become punishable through contempt

only because the settlement is recorded by the Court. The particular obligation which is said to have been breached must be shown to be an undertaking to the Court. The breach must be wilful. In the present case, the clear wording of the order, when read with Clause 5 and the dates fixed for performing the obligations, gives sufficient reason at this preliminary stage to examine the alleged breach by issuing notice.

18. The Respondents next say that the Consent Terms were signed without proper authority. According to them, the Board Resolution dated 6 September 2023, which is relied upon for authorising the execution of the Consent Terms, refers to the Commercial Arbitration Petition filed in January 2024 and the Consent Terms executed in December 2024. They argue that a resolution passed in September 2023 could not have referred to proceedings and documents which came into existence later. They rely upon the actual Board Minutes and say that the relevant authority and proceedings were not mentioned in those Minutes.

19. This is a serious allegation. If it is proved, the question whether the Consent Terms were authorised will require careful examination. However, the documents placed before the Court do not contain the complete Board Minutes. Therefore, the Court cannot give a definite finding that the Board Resolution was forged or that the Consent Terms were fraudulently executed. This allegation requires examination of the relevant evidence and company records. On the material available, it is not established that the order dated 23 April 2025 has ceased to bind Respondent No. 1.

20. The Respondents rely upon Section 180 of the Companies Act, 2013. They say that the factory and land at Pimpri are part of the undertaking of Respondent No. 1 and that the sale required a special resolution of the company. According to them, as such a resolution was not passed, the transaction was against the law and could not have been made the subject of an undertaking to the Court. Section 180(1)(a) of the Companies Act requires a special resolution for the sale or disposal of the whole or substantially the whole of an undertaking in the situations covered by that provision. The Explanation to the section gives financial requirements for deciding whether the property forms part of an undertaking and whether substantially the whole of that undertaking is being disposed of. Merely describing the property as a factory or industrial land does not establish that the requirements of Section 180 apply to the transaction. In the present case, the material placed before the Court does not contain the audited financial statements or the financial details required to examine the statutory limits. The complete company records required to decide whether the necessary approval was obtained, or whether such approval was required, are not available. Therefore, the submission of the Respondents that Section 180 necessarily makes the Consent Terms void cannot be accepted on the material available.

21. It is necessary to keep separate the question whether the Consent Terms are legally valid and the question whether the Respondents can ignore the order passed on their basis. The order dated 23 April 2025 has not been shown to have been set aside or

stayed. The Respondents may raise their objections regarding fraud, absence of authority and violation of Section 180 in proceedings allowed by law. However, unless the order is set aside or its operation is stayed, these objections do not remove the obligation to comply with the existing order. This does not mean that an allegation of fraud can never be considered in contempt proceedings. It means that such allegation must be supported by material and examined according to law. At this stage, the Court cannot accept the allegation as a proved fact only because the Respondents have made it.

22. The Petitioners strongly rely upon the fact that Respondent Nos. 1 and 2 filed the Recall IA seeking recall of the order dated 23 April 2025 and later withdrew it unconditionally on 25 August 2026. According to the Petitioners, withdrawal without permission to file a fresh application shows that the Respondents are trying to avoid the Consent Terms and should not be allowed to raise the same allegations again.

23. The Respondents say that the Recall IA was withdrawn without any decision on its merits. They argue that such withdrawal cannot prevent them from raising a defence in the contempt proceedings, particularly because contempt proceedings are quasi-criminal in nature and may result in punishment affecting personal liberty. They say that they came to know about the alleged fraud only in March 2026, after the MOU dated 15 October 2025 was executed.

24. Withdrawal of the Recall IA does not mean that the Court has found every allegation made in that application to be false. It does not prevent the Respondents from raising a defence which is otherwise available to them in the present proceedings. Their defence to the contempt allegation will have to be examined on its own merits. At the same time, withdrawal of the Recall IA has not resulted in the order dated 23 April 2025 being set aside. The order continues to remain in force. Therefore, the withdrawal cannot be treated as permission to ignore the Consent Terms or the undertakings recorded in them. The effect of the withdrawal has to be understood from the withdrawal order. The withdrawal neither proves contempt nor releases the Respondents from their obligations under the existing order.

25. While considering the issue of withdrawal of the Interim Application, learned Senior Advocate appearing for the Petitioner pointed out that the application was withdrawn before this Bench. He submitted that in the connected proceedings, the Respondent has taken a defence that the Interim Application was withdrawn with liberty to adopt such appropriate proceedings as are permissible in law. Since the Interim Application was argued before this Bench, it is necessary to make the position clear.

26. It is, therefore, clarified that on the date when the matter was argued after notice, this Bench asked learned Senior Advocate appearing for the Applicant whether, in view of suppression of a material document, the Applicant intended to withdraw the Interim Application unconditionally. Learned Senior Advocate sought time and the matter was adjourned. On the adjourned date,

the Applicant withdrew the Interim Application unconditionally. During the course of hearing, this Court had made it clear that no liberty was being granted to adopt fresh proceedings. It is therefore clarified that the oral request made by learned Senior Advocate appearing for the Applicant for grant of such liberty was not accepted. The matter was adjourned only to enable the Applicant to obtain instructions as to whether the Interim Application was intended to be withdrawn unconditionally. Accordingly, it is clarified that the Interim Application was withdrawn unconditionally, without any liberty being granted to adopt fresh proceedings.

27. The Respondents rely upon the MOU dated 15 October 2025, which they describe as the "Duress MOU". According to them, this MOU was signed under pressure because of criminal complaints filed by Mrs. Rakhi Bora before the Economic Offences Wing and the enquiry and summons which followed against them and their nominees. They say that the MOU records various share transfer documents, resignations, waivers of claims and assurances that Mrs. Rakhi Bora and PMT would not start civil or criminal proceedings or question certain transactions relating to PMT's land and flats. The Respondents say that the later criminal proceedings and allegations of fraud are against the terms of the Duress MOU. The Petitioners, however, say that the Respondents have continued to use criminal proceedings to pressurise them and prevent execution of the Consent Terms. The Petitioners say that the transactions now being questioned by the Respondents were specifically covered by Clause 19 of the Third MOU.

28. On the material available, the Court cannot decide whether the Duress MOU was signed voluntarily, whether its terms bind all the parties, or which particular transactions are covered by its waivers and assurances. The actual text of the Duress MOU is not included in the three documents supplied for this opinion. These allegations may explain the background of the dispute, but they do not decide whether Respondent No. 1 complied with the undertaking recorded in the Consent Terms dated 26 December 2024. The Duress MOU cannot be treated as having stopped the operation of the order dated 23 April 2025.

29. The Respondents say that the Petitioners have filed Execution Application (L) No. 13342 of 2026 and that questions about the enforceability of the Consent Terms and the validity of the original transaction are pending in those proceedings. According to them, contempt proceedings should not be used as another way of executing an order. They rely upon *Kanwar Singh Saini v. High Court of Delhi,* (2012) 4 SCC 307, *R.N. Dey v. Bhagyabati Pramanik,* (2000) 4 SCC 400, and other decisions.

30. The Respondents are correct that contempt jurisdiction ordinarily cannot be used only for executing a decree or deciding disputed contractual rights which require detailed examination of evidence. In *Kanwar Singh Saini*, the Supreme Court held that a party complaining about non-performance of a decree should ordinarily use the proper remedy of execution. The existence of an execution remedy cannot be ignored, and contempt proceedings cannot take the place of the procedure provided by law. However, there is one more question in the present Petition. The complaint is

not limited to failure to perform a contract. The order dated 23 April 2025 clearly records that the undertakings in the Consent Terms will be treated as undertakings given to this Court. The Petitioners say that Respondent No. 1 deliberately broke that undertaking after the date fixed for performance had passed. Whether the breach was wilful is the question for which notice is being sought. Therefore, the mere fact that execution proceedings are pending is not enough to reject the Contempt Petition at the preliminary stage. The execution proceedings may be used for obtaining the conveyance and possession according to law. If contempt proceedings are otherwise maintainable, they may examine the separate allegation of wilful breach of an undertaking given to this Court. Both proceedings have to be kept separate. The Court cannot direct completion of the sale through contempt instead of following the procedure provided by law for execution.

31. The decision in *Abdul Kadar v. Abbasbhai Abdul Quayoom,* 1974 SCC OnLine Bom 92, requires consideration. In paragraph 6 of that judgment, this Court recorded that the respondent's failure to pay instalments and refusal to deliver possession, despite an undertaking, were not disputed. The Court noted that the petitioner had first applied for delivery of possession in execution proceedings and later approached the Court for contempt action when possession was resisted despite the undertaking. The importance of this decision is that the existence of execution proceedings does not prevent the Court from examining a separate alleged breach of an undertaking given to the Court. The facts of that case are not the same as the present case because the

Respondents here dispute the validity and scope of the Consent Terms. Even so, a party cannot answer an allegation of breach of an undertaking only by saying that execution proceedings are available.

32. The Respondents rely upon *Raghunath Bandekar Pal v. Pragnesh Shah,* 2026 SCC OnLine Bom 2045, particularly paragraph 23. According to the principle relied upon by them, disputes about the meaning and enforceability of Consent Terms, valuation, monetary liability and compliance with statutory requirements may require detailed examination of evidence and may ordinarily be decided in civil proceedings. Contempt jurisdiction is meant to protect the authority of Court orders and undertakings, while disputed substantive rights have to be decided in the proper proceedings.

33. This principle cannot be understood to mean that every dispute arising from Consent Terms must be kept outside contempt jurisdiction. The nature of the obligation and the terms of the Court's order have to be examined. In the present case, the order clearly recognises the undertakings in the Consent Terms as undertakings given to this Court. The Consent Terms fix 30 September 2025 as the date for completing the sale and require physical possession to be delivered within one year of their execution. Therefore, the dispute is not only about disagreement regarding the amount payable or the meaning of an unclear contractual term. The Court must not decide the whole question about the validity and enforceability of the transaction in the present contempt proceedings. However, the Petition cannot be

dismissed without notice only because the Respondents have raised disputed questions which may be examined in execution proceedings.

34. The Petitioners rely upon *Bajranglal Gangadhar Khemka* and say that the Respondents cannot avoid their obligations by relying upon the acts or failure of other persons. However, the same judgment makes clear that wilful default is an important requirement. The Court observed:

> "The mere fact that the defendants have failed to carry out their undertaking is not sufficient to invoke the jurisdiction of the Court. The party that comes to Court must satisfy the Court that the other side had deliberately refused to carry out the undertaking given by him to Court."

35. The judgment holds that where performance depends upon another person, the party giving the undertaking must make the best efforts required to secure performance. If a third party does not cooperate despite genuine and sufficient efforts, that may be an answer to the allegation of contempt. However, if the party has not made any genuine effort to secure compliance, it cannot avoid responsibility merely by saying that another person did not cooperate.

36. In the present case, Clause 5 places the obligation upon Respondent No. 1. Respondent No. 1 agreed to take all necessary steps for completing the sale and to complete the transaction by a fixed date. The material supplied does not show that completion became impossible because of the act or failure of a third party, or that Respondent No. 1 took all possible steps but could not comply

due to circumstances beyond its control. Respondent No. 1 will have to explain whether any such circumstances existed. At this preliminary stage, the absence of material explaining the non-performance gives reason to issue notice.

37. The Petitioners say that the breach was wilful because Respondent No. 1 did not complete the sale by 30 September 2025, did not hand over possession within the agreed period, and continued to challenge the Consent Terms through the Recall IA and later proceedings. They allege that the Respondents started criminal proceedings and filed another Interim Application in the Execution Application to delay performance.

38. The Respondents deny that the breach was wilful. They rely upon *U.N. Bora v. Assam Roller Flour Mills Assn., (*2022) 1 SCC 101, *and Dinesh Kumar Gupta v. United India Insurance Co. Ltd.,* (2010) 12 SCC 770. They say that contempt cannot be based upon guesswork, assumption or inference, and that where two reasonable views are possible, wilful disobedience may not be established. The principle relied upon by the Respondents cannot be disputed. In paragraph 17 of *Dinesh Kumar Gupta*, the Supreme Court held that contempt proceedings cannot rest on "speculation, assumption and inference" and that disobedience must be conscious and wilful. *U.N. Bora* explains the importance of knowledge of the order and recognises that, where two views are possible, the element of wilfulness may not be established. These principles prevent the Court from treating every failure to perform an obligation as contempt. A person cannot be punished only because the Court does not agree with that person's view. However,

these principles do not require the Court to dismiss a contempt petition at the notice stage whenever the person against whom it is filed disputes wilfulness. Where the order and undertaking are clear, the date for compliance has passed, and the required act has not been done, the Court may ask the party to explain the reasons for non-compliance. The explanation can be examined and accepted or rejected after the relevant material is placed before the Court.

39. The Respondents say that the Petition does not contain proper allegations against Respondent Nos. 2 to 6 individually. According to them, their position as directors of Respondent No. 1 cannot make them responsible for contempt. They say that the allegation of obstructing the administration of justice is similar to criminal contempt and that, under Section 18 of the Contempt of Courts Act, 1971, such a case must be heard by a Division Bench.

40. Civil contempt under Section 2(b) of the Contempt of Courts Act, 1971, means wilful disobedience of a judgment, decree, direction, order, writ or other process of a Court, or wilful breach of an undertaking given to a Court. The present Petition is mainly based upon the alleged breach of the undertaking recorded in the order dated 23 April 2025. The Petitioners cannot make the case one of criminal contempt only by describing the conduct of the Respondents as obstruction of justice or an attempt to reduce the authority of the Court. The actual nature of the allegations will decide the procedure to be followed.

41. The Respondents have stated that they offer an unconditional apology if the Court considers their conduct sufficient for taking contempt action. At this stage, the Court is not required to decide whether the apology is genuine or sufficient. An apology cannot decide whether the requirements of civil contempt are satisfied. The Court must first examine whether an undertaking was given to this Court and whether there is a prima facie case that it was broken wilfully. If the question of apology arises at a later stage, it can be considered at that time.

42. Another relevant circumstance is that Clause 9 of the Consent Terms records that the parties understood the true meaning of the terms and signed them of their own free will, without pressure, coercion or undue influence. Clause 7 records that the parties had read and verified the Consent Terms and accepted them as lawful, valid and binding. Clause 12 identifies the authorised signatories of the Petitioners and Respondent No. 1. These clauses do not answer the allegation of the Respondents that the Consent Terms were executed without proper authority. However, they show that the Consent Terms were presented as a settlement voluntarily accepted by the parties. After that, this Court passed the order dated 23 April 2025, finally disposing of the Section 9 Petition and clearly treating the undertakings contained in the Consent Terms as undertakings given to this Court.

43. The Respondents have not placed sufficient material before the Court to show that the order has been set aside, that its operation has been stayed, or that the obligations under Clause 5

have been lawfully discharged. Their objections to the validity of the original transaction may be relevant while deciding the matter finally. At present, those objections do not remove the reason for examining the alleged breach.

44. The question whether notice is barred by limitation under Section 20 of the Contempt of Courts Act, 1971, has to be considered separately from the merits of the alleged breach. According to the Petitioners, the sale was required to be completed by 30 September 2025. They rely upon the separate obligation to hand over physical possession within one year of the Consent Terms executed on 26 December 2024. Therefore, the time for handing over possession expired in December 2025. The contempt petition is numbered in 2026, and the written submissions of the Respondents are dated 23 October 2026.

45. In *Pallav Sheth v. Custodian,* (2001) 7 SCC 549, the Supreme Court held that Section 20 has to be applied by considering the date on which contempt proceedings were started. Ordinarily, a civil contempt proceeding is initiated when the petition is filed within the prescribed period. Considering the separate obligation relating to delivery of possession, the material available does not justify rejecting the entire Petition on the ground of limitation. If the Respondents raise a specific objection based on the actual filing date and the particular breach alleged, that question will have to be examined according to Section 20.

46. On considering all the material placed before the Court, the position which comes out is that the Consent Terms put clear

obligations upon Respondent No. 1. They state the steps required for completing the sale and fix 30 September 2025 as the date for completing the transaction. They require physical possession to be handed over within one year of execution of the Consent Terms. The order dated 23 April 2025 clearly records that the undertakings in the Consent Terms will be treated as undertakings given to this Court. The order continues to remain in force, and the Petitioners say that the sale has not been completed and possession has not been handed over.

47. In view of the above discussion, I am satisfied that a prima facie case is made out for issuing notice under Rule 1035 of the Bombay High Court (Original Side) Rules, 1980, to Respondent No. 1 to 6. The notice will call upon it to show cause why action for civil contempt should not be taken against it under Section 12 read with Section 2(b) of the Contempt of Courts Act, 1971, for the alleged wilful breach of the undertakings recorded in the Consent Terms dated 26 December 2024 and the order dated 23 April 2025.

48. The notice to Respondent No. 1 to 6 shall be returnable on **4 November 2026**.

49. Respondent Nos. 2 to 6 shall remain present before this Court on every date of hearing, unless their personal appearance is specifically exempted by this Court.

(AMIT BORKAR, J.)