

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. 621/2025 in CONMT.PET.(C) No.725/2024 in MA 858-859/2021 in CrI.A. No. 85-86/2021

M/S GMT BUILDING SOLUTIONS LLP**Petitioner(s)****VERSUS****SHILPI SHRIVASTAVA****Respondent(s)****IA No. 65031/2026 - EXEMPTION FROM FILING O.T.****Date : 30-07-2026 This matter was called on for hearing today.****CORAM :**

HON'BLE MR. JUSTICE ARAVIND KUMAR
HON'BLE MR. JUSTICE VIPUL M. PANCHOLI

For Petitioner(s) :Dr. Aditya Sondhi, Sr. Adv.
Mr. Shivesh Kaushik, Adv.
Mr. Abhiraj Ray, Adv.
Mr. Aamir Abbas Naqvi, Adv.
Ms. Devika Dhawan, Adv.
Mr. Nikhil Beniwal, AOR

For Respondent(s) :Mr. Raghenth Basant, Sr. Adv.
Ms. Ashima Mandla, AOR
Ms. Mandakini Singh, Adv.
Ms. Hima Bhardwaj, Adv.
Ms. Srishthi Agarwal, Adv.

Mr. Vinayak Sharma, Adv

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

1. Heard the learned senior counsels appearing for the parties, the order dated 04.03.2025 was passed on the basis of the Memorandum of Understanding dated 31.12.2024. The respondent was personally present before this Court and categorically stated that the settlement had been entered

into voluntarily, out of free will and without any force, threat or coercion. Acting upon such representation, this Court accepted the settlement, recorded payment of ₹5.34 crores to the respondent and declared that all claims between the parties stood closed.

2. The MoU itself contemplated a full and final settlement of the disputes and contained undertakings that no further civil or criminal proceedings or complaints would be initiated and that the parties would abide by the settlement and raise no further dispute.

3. Significantly, on 03.03.2025, a day prior to the order of this Court, the respondent had also handed over ten original cheques and expressly undertaken on behalf of herself and her mother that neither of them would pursue any legal action pertaining to those cheques.

4. However, the respondent's own subsequent pleadings disclose that even prior thereto, on 01.03.2025, she had lodged a complaint before the police alleging coercion and blackmail in relation to the return of those very cheques and the property transaction connected with the settlement. Despite the same, when she appeared before this Court on 04.03.2025, she did not disclose the said complaint and instead affirmed that the settlement was voluntary and free from any force or coercion.

5. The said complaint was thereafter made the basis for registration of an FIR No. 561/2025 dated 18.04.2025. The FIR itself refers to the return of the cheques on 03.03.2025 and receipt of ₹5.34 crores pursuant to the settlement before this Court on 04.03.2025.

6. The subsequent legal notice dated 30.04.2025 further sought withholding of ₹88 lakhs, together with interest, from the consideration payable in respect of the very property transaction which had facilitated implementation

of the settlement.

7. Thus, the contempt does not rest merely on the filing of a subsequent FIR. It arises from the cumulative conduct of the respondent in suppressing a subsisting allegation of coercion while obtaining an order from this Court on an express representation of voluntariness and finality, accepting the entire settlement amount, and thereafter reviving the very dispute through criminal and other proceedings in a manner calculated to frustrate the settlement.

8. The defence that the alleged loan was an independent transaction involving the respondent's mother and Amit Dewan/Swati Singhal does not answer the respondent's own conduct. The respondent herself was the complainant in the FIR and had undertaken before the Court not to pursue proceedings concerning the cheques, and thereafter invoked the criminal process on allegations directly connected with their return and the property transaction underlying the settlement.

9. We are, therefore, satisfied that the respondent's conduct was deliberate and amounts to an attempt to overreach the order dated 04.03.2025 passed by this Court and defeat the finality attached to the Court-recorded settlement. The breach cannot be regarded as technical or inadvertent or has nothing to do with the settlement agreement recorded by this Court.

10. Hence, we are of the considered view, that *prima facie* respondent has wilfully disobeyed the Order dated 04.03.2025 of this Court and respondent-contemnor/accused being a lady, we extend one opportunity to her to purge in the contempt and in what manner the purging in the contempt would be done is left to her discretion.

11. Hence, as a last opportunity three weeks' time is granted.

12. List on 20.08.2026.

(DEEPANSHU)
SENIOR PERSONAL ASSISTANT

(AVGV RAMU)
COURT MASTER (NSH)