Priyanka

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO.269 OF 2024

Harvinder Singh Sond ... Appellant
V/s.
Jitin Manjibhai Gabani & Ors. ... Respondents

Adv. Hrutvi Nerurkar i/by S.L. Partners for the Appellant.
Adv. Aditya Lele a/w. Adv. Rutuparn Umesh Deo for Respondent Nos.1 to 16.

CORAM : KAMAL KHATA, J.
DATED : 9TH DECEMBER 2025.

P.C. :

1. The Advocates for parties submit that the parties have amicably settled their disputes and tender duly executed Consent Terms.

2. The parties to the Consent Terms, who are present in Court, have been identified by the Court Sheristedar and have confirmed their signatures on the Consent Terms.

3. The Advocates of the respective parties have also appended their signatures alongside their clients, confirming due execution thereof.

4. The Consent Terms tendered are accepted and marked “X” for identification with today’s date.

5. The parties present confirm before the Court that the

Consent Terms have been executed voluntarily, of their own free will, and without any coercion or undue influence.

6. Upon perusal, the Consent Terms are found to be in order, not contrary to law, and reflective of the true intentions of the parties.

7. I am satisfied that the terms recorded in the Consent Terms constitute a valid settlement of the commercial disputes between the parties.

8. The undertakings mentioned in the Consent Terms are accepted as undertakings to the Court.

9. The learned Advocate for Respondent Nos. 1 to 6 submits that the Cheques amounting to Rs.8,00,000/- towards the part consideration is recorded in the Consent Terms and is handed over to the Appellant.

10. The Registry shall ensure that the hard copy of the signed Consent Terms is permanently retained on record and not sent for destruction in the ordinary course.

11. The Registry shall accept the Vakalatnama of the Appellant if filed by 12th December 2025.

12. The Appeal from Order No. 269 of 2024 accordingly stands disposed of in terms of Consent Terms.

(KAMAL KHATA, J.)