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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO.800 OF 2024

K-Build Ventures LLP ... Appellant
v/s.
Kandivli Priyadarshini CHS Ltd.,
Mumbai & Ors. ... Respondents

WITH
INTERIM APPLICATION (ST) NO.25046 OF 2025
IN
APPEAL FROM ORDER NO.800 OF 2024

Mr. Kalpesh Joshi, i/by Kalpesh Joshi Associates for the
Appellant.
Mr. Vishal Mehta, a/w Ms. Manashvi Shah, i/by M/s. MV Law
Partners for the Respondents.

CORAM : Kamal Khata, J.
DATED : 20th November 2025.

P.C.:-

1. The parties have amicably settled the disputes and
tendered duly executed Consent Terms. The signatures in the
Consent Terms have been identified by the Court Associate as
well as the Advocates for the respective parties who have

appended their signatures along side those of their clients confirming execution thereof.

2. The parties who are present before this Court have confirmed that the Consent Terms have been executed voluntarily of their own free will and without any coercion or undue influence.

3. The Consent Terms are taken on record and marked 'X' for identification with today's date.

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

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

6. The learned Advocate for the Respondents have handed over the Pay Order of Rs.50,00,000/- bearing No.042712 dated 19th November 2025 drawn on HDFC bank towards full and final satisfaction of all the claims of Appellant of any nature whatsoever and howsoever either against the Respondents and/or in respect of the said property or any part thereof, as more particularly recorded in paragraph No.4 of the Consent Terms.

7. The Appellant shall within a period of 15 days from today unconditionally withdraw the Suit No.4532 of 2024 (High Court Suit No.61 of 2024) pending before the City Civil Court at Mumbai against all Defendants therein and the Intervention Application preferred by the Appellants in Case No. CC/IV/156 of 2023 pending before the Co-operative Court No.IV at Mumbai as more particularly recorded in paragraph nos.6 and 7 of the Consent Terms.

8. The Respondent No.1 shall be entitled to withdraw a sum of Rs.25,00,000/- lying with the Registrar Judicial-I which are deposited by the Appellant pursuant to order dated 7th January 2025 passed by this Court.

9. The Registrar Judicial-I is directed to forthwith encash the fixed deposits made pursuant to deposit of the amount by the Appellant and pay a sum of Rs.25,00,000/- to the Respondent No.1 without further orders of this Court.

10. The representation, confirmations, and undertakings recorded in the Consent Terms are accepted as undertaking to this Court.

11. 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.

12. The Appeal from Order is disposed of in terms of the Consent Terms.

13. In view of the disposal of the Appeal from Order, all connected Interim Applications do not survive and stand disposed of as infructuous.

(Kamal Khata, J.)