

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

Interim Application No. 8567 of 2025
In
First Appeal (ST) No. 9334 of 2023
With
Interim Application No. 9250 of 2024 (delay)
In
First Appeal (ST) No. 9334 of 2023
With
First Appeal (ST) No. 9334 of 2023

Sharad Punaji Redkar & Anr. ... Appellants
V/s.
M/s. Prameya Builders & Ors. ... Respondents

Mr. P.D. Prasad Rao a/w Devika Purav	Advocates for Appellants.
Bhakti Jogal	Advocate for Respondent Nos. 3, 4, 5 & 8.

CORAM : S.M. MODAK, J

DATE : 9th October 2025.

P.C. :

Interim Application No. 8567 of 2024

Heard learned Advocate for the Appellants-Plaintiffs, learned Advocate for Respondent Nos.3 to 8 and learned Advocate for Respondent Nos.9 and 10. The suit was dismissed as the plaint was rejected by Order-7 Rule-11 of Civil Procedure Code. The Notice of Motion was moved by defendant-Respondent Nos.9 and 10. The

said order is passed by the City Civil Court on 4th February 2023. This is under challenge by the plaintiffs. There is a delay of 11 days in preferring an appeal. That is why interim application is filed.

2. The dispute is about suit premises and mainly it is in between the Appellants on one hand and Respondent Nos. 9 and 10 on the other hand. Amongst themselves they have settled the dispute and have entered agreement for permanent alternate accommodation on 12th December 2023.

3. Respondent Nos.3 to 8 are the erstwhile owners of the property and they have assigned their rights to Respondent Nos.1 and 2. In view of that present interim application No.8567/2024 is filed for deletion. Learned advocate is consenting. So also Respondent No.11 is the Assistant Commissioner of MCGM and the formal party in the suit. There is a prayer for his deletion also. Other Respondents present are also consenting.

4. In view of that, interim application is allowed in terms of prayer clauses (a) and (b). The necessary amendment be carried out forthwith. Interim Application stands disposed of.

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5. Heard learned Advocate for the Appellants and learned Advocate for Respondent Nos.9 and 10. No one is present on behalf of Respondent Nos.1 and 2. They were informed by email about

the today's circulation. Respondent Nos.9 and 10 is consenting. For the reasons stated in the application, the application is allowed in terms of prayer clause (a) and is disposed of.

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6. The Appellants and Respondent Nos.9 and 10 have settled the dispute. The consent terms are executed. It is signed by them as well as their respective Advocates. Even Respondent Nos.1 and 2 who are the builders have also signed it and their Advocate. It is taken on record and marked as Annexure-X. The Appellants and Respondents Nos. 9 and 20 are present. They are admitting the contents. It is annexed by copy of the agreement for permanent alternate accommodation. Now the Appellants do not want prosecute this appeal. Both of them are requesting for disposing of the appeal in terms of consent terms. In view of that the appeal is disposed of in the light of the consent terms. Refund of Court fee as per the Rules. Liberty to raise dispute before trial Court in case of non-compliance of consent terms.

7. Pending interim application(s), if any, also stands disposed of.

(S.M. MODAK, J.)