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

SUIT NO.11 OF 2025

Nawalkishor Lalchand Soni & Anr.

...Plaintiffs

Versus

Ramesh Venkateshwar Somani

...Defendant

Ms. Anita Bhaktwani for the Plaintiffs.

Mr. Prateek Seksaria, Senior Counsel thru V.C., Mr. Bharat Jain and
Mr. Raj Adhia i/b. Economic Laws Practice for the Defendant.

CORAM : R.I. CHAGLA J.

DATE : 6TH AUGUST, 2025.

ORDER :

1. Mr. Prateek Seksaria, the learned Senior Counsel appearing for the Defendant has referred to the Order dated 27th June, 2025 by which this Court had taken on record Consent Terms which was marked 'X' for identification and the Suit was disposed of and decreed in terms of the Consent Terms. He has submitted that as per Clause 11 of the Consent Terms, the Plaintiffs had agreed, confirmed, declared and undertaken to make payment of the said consideration for the Suit premises on or before 31st July, 2025 and failure to do so for any reasons attributable to the Plaintiffs would result in the default mechanism provided therein being triggered.

2. Mr. Seksaria has submitted that the Plaintiffs have failed to make payment of the consideration on or before 31st July, 2025. Accordingly, the Plaintiffs under the default mechanism are to vacate the licensed Suit premises and handover quiet, vacant and peaceful charge thereof to the Defendant by 1st August, 2025. Further, the Defendant is then entitled to execute the present Consent Terms as a decree of this Court in favour of the Defendant against the Plaintiffs including but not limited to seeking assistance of this Court and the local police station for the purposes of seeking eviction of the Plaintiffs from the Suit premises and for restoration of quiet, vacant and peaceful possession of the Suit premises to the Defendant. As per Clause 11.3 of the Consent Terms, the Plaintiffs are liable to pay Rs.1,55,17,809/- towards the unauthorised and illegal use of the licensed Suit premises from 15th April, 2024 up to 31st July, 2025 and there shall be a decree in favour of the Defendant and against the Plaintiffs for the aforesaid amount.

3. The learned Counsel for the Plaintiffs has sought the indulgence of this Court to pay an amount of Rs.9 Crores. She has submitted that further time be granted in order for the Defendant to make payment of the balance consideration in respect of the Suit

premises.

4. I have considered that the aforementioned Consent Terms have been entered into between the parties to the above Suit and in terms of which, the above Suit has been disposed of and decreed. Further, there is a default mechanism provided under Clause 11 of the Consent Terms. Unless the parties agree to variation of the Consent Terms including the default mechanism provided therein, this Court cannot show any indulgence.

5. Mr. Seksaria has submitted that the Defendant is not inclined to vary the Consent Terms in any manner and has sought implementation of the default mechanism under Clause 11 of the Consent Terms.

6. In view thereof, the Plaintiffs are in breach of the default mechanism under Clause 11 of the Consent Terms by their not having vacated the Suit premises on 1st August, 2025 as per Clause 11.2 of the Consent Terms.

7. Accordingly, the Plaintiffs shall purge their breach of undertaking which had been given to this Court and accepted vide

Order dated 27th June, 2025 by vacating the licensed Suit premises and handing over quiet, vacant and peaceful charge thereof to the Defendant within a period of one week from today.

8. The Defendant as per the Consent Terms shall be entitled to execute the Consent Terms as a decree of this Court in favour of the Defendant against the Plaintiffs including seeking eviction of the Plaintiffs from the Suit premises and for which the local police station shall provide assistance for restoration of quiet, vacant and peaceful charge of the licensed Suit premises to the Defendant.

9. In addition as per Clause 11.3 of the Consent Terms, the Plaintiffs shall become liable to pay amount of Rs.1,55,17,809/- towards unauthorized and illegal use of the licensed Suit premises from 15th April, 2024 upto 31st July, 2025 and there shall be a decree in favour of the Defendant and against the Plaintiffs for the aforementioned amount.

10. The disposed of Suit shall be placed for compliance on 14th August, 2025.

[R.I. CHAGLA J.]