

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

COMMERCIAL EXECUTION APPLICATION (L) NO. 629 OF 2020

Shapoorji Pallonji Investment

Advisors Pvt. Ltd. & Anr.

... Applicants

Versus

Omkar Realtors and Developers Pvt. Ltd.

... Respondent

WITH

INTERIM APPLICATION (L) NO. 34761 OF 2022

WITH

INTERIM APPLICATION (L) NO. 23441 OF 2022

WITH

INTERIM APPLICATION (L) NO. 25658 OF 2024

WITH

INTERIM APPLICATION NO. 2301 OF 2020

WITH

INTERIM APPLICATION NO. 1891 OF 2020

IN

COMMERCIAL EXECUTION APPLICATION (L) NO. 629 OF 2020

WITH

CONTEMPT PETITION NO. 15 OF 2024

IN

INTERIM APPLICATION (L) NO. 34761 OF 2022

WITH

INTERIM APPLICATION (L) NO. 12264 OF 2023

IN

INTERIM APPLICATION (L) NO. 23441 OF 2022

Mr. Dhaval Vora a/w. Mr. Ruhaan Shah i/by AZB & Partners for the Applicants in COMEXL/629/2020.

Mr. Shyam Kapadia a/w Ms. Sushmita Gandhi, Mr. Anamika Singh and Ms. Grishma Dalvi i/by Indus Law for the Applicant in IAL/23441/2022.

Mr. Jamsheed Master a/w Mr. Haaris Reshamwala, Ms. Trushti Talekar and Ms. Sonali Jain i/by Diamondwala & Co. for Respondent Nos.1, 3, 5 and 10 in CPCD/15/2024.

Mr. Ryan D'souza a/w Ms. Ekta Tyagi, Ms. Priyamvada Singhania and Ms.Sneha Barange i/by DSK Legal for intervenor-Applicant in IAL/25658/2024.

CORAM: MANISH PITALE, J.

DATE : 4th APRIL 2025

P.C. :

. On the last occasion i.e. 28th March 2025, when consent terms executed between the rival parties were tendered and a joint request was made for disposing of the present proceedings as per the consent terms, it was submitted on behalf of the applicant/intervenor in Interim Application (Lodging) No. 23441 of 2022 that copy of the consent terms ought to be served on the said intervenor/applicant, as the said applicant was entitled to examine whether the consent terms, in any manner, adversely affected the claim of the said applicants as against the respondent herein.

2. This Court had directed that a copy of the consent terms shall be served on the applicant/intervenor and the proceedings were kept today for further consideration.

3. The learned counsel appearing on the applicant/intervenor in Interim Application (Lodging) No. 23441 of 2022 submits that a copy of the consent terms were indeed served upon the said application. Having perused the same, it is submitted on behalf of the said applicants that, so long as the claims of the applicants as against the respondent herein are kept open to be pursued in appropriate proceedings in accordance with law, this Court may pass appropriate orders on the consent terms.

4. In view of the above, the consent terms executed between the petitioner and the respondent are taken on record and marked 'X'. They are signed by the authorized signatories of the petitioners and the respondent, as also their respective Advocates. The execution application is disposed of as per the consent terms. The undertakings given in the consent terms are accepted as undertakings given to this Court. The parties to the consent terms shall abide by their respective obligations as per the consent terms.

5. A soft copy of the consent terms shall be uploaded as second order in the matter. A hard copy of duly signed consent terms shall be retained in the record and shall not be sent for destruction in the usual course.

6. Interim Application (Lodging) No. 23441 of 2022 is also disposed of.

7. Other pending applications, if any, also stand disposed of.

8. It is clarified that the applicant/intervenor in Interim Application (Lodging) No. 23441 of 2022 would be entitled to pursue its claim in accordance with law against the respondent-Omkar Realtors and Developers Pvt. Ltd., now known as Memphis Realtors Private Limited as specifically stated in paragraph 2 of the consent terms.

9. In view of the above, Contempt Petition No.15 of 2024 is also disposed of.

MANISH PITALE, J.