

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

COMMERCIAL EXECUTION APPLICATION (L) NO.25875 OF 2023

Shahnawaz Enterprises Through
Proprietor Amir Khan Suri

...Applicant

V/s.
Birla Estates

...Respondent

WITH
INTERIM APPLICATION NO.2539 OF 2025
IN
COMMERCIAL EXECUTION APPLICATION (L) NO.25875 OF 2023
WITH
CHAMBER ORDER (L) NO.1669 OF 2025
IN
COMMERCIAL EXECUTION APPLICATION (L) NO.25875 OF 2023
WITH
INTERIM APPLICATION NO.1997 OF 2024
IN
COMMERCIAL EXECUTION APPLICATION (L) NO.25875 OF 2023
WITH
INTERIM APPLICATION (L) NO.25535 OF 2024
IN
COMMERCIAL EXECUTION APPLICATION (L) NO.25875 OF 2023

Mr. Anshul Anjarlekar i/b Raval-Shah & co. for the Applicant/ Decree Holder.

Mr. Amir Khan, Proprietor of Applicant present.

Mr. Anirban Sen i/b Indus Law for the Respondent.

CORAM : ABHAY AHUJA, J.
DATE : 12th AUGUST 2025

P.C. :

1. This matter has been listed under the caption "For Settlement / Consent Terms".
2. When the matter is called out, learned Counsel appearing for the Decree Holder as well as the Judgment Debtor tender across the bar

consent terms dated 12th August, 2025, submitting that the matter has been settled in terms of the consent terms and that the said consent terms be taken on record.

3. Mr. Sen, learned Counsel appears for the Respondent/judgment Debtor and submits that in accordance with the said consent terms a Demand Draft of Rs. 6 crores is being handed over to the learned Counsel for the Applicant. Learned Counsel for the Applicant accepts the same.

4. The consent terms are taken on record and marked 'X' for the purposes of identification. The undertakings contained in the consent terms are accepted as undertakings to this Court.

5. The Commercial Execution Application as well as the connected Interim Applications to accordingly stand disposed in terms of the said consent terms.

6. Let the registered number with respect to the Commercial Execution Application as well as the connected Interim Application etc. be obtained within a period of one week.

(ABHAY AHUJA, J.)