

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUTT NO.524 OF 2023**

Prafulla Nikhilesh Jhaver | Plaintiff
Vs.
Rasesh Babubhai Kankia and others | Defendants
a/w

INTERIM APPLICATION NO.3412 OF 2024

a/w

INTERIM APPLICATION [L] NO.35771 OF 2023

a/w

INTERIM APPLICATION [L] NO.8375 OF 2022

IN

SUTT NO.524 OF 2023

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Mr. Rajul Soman a/w Mr. Shon Gadgil and Mr. Suyash Mote for Plaintiff.
Mr. Nikhil Apte i/b Wadia Ghandy & Co. for Defendant Nos.1 & 2.
Ms Ketki Gadkari for Defendant No.7.
Mr. Shrey Shah and Mr. Bhupen Garud i/b Vidhi Partners for Defendant
Nos.8 & 10.
Mr. Sauresh Dixit for Defendant No.11.
Mr. G. M. Agrawal i/b Mr. Vikas B Pandey for Defendant No.12.
Mr. Adesh Jadhav for Defendant No.14 & 15.

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CORAM : ARIF S. DOCTOR, J.

DATE : 15th APRIL, 2025.

P.C.

1 Learned counsel for defendant nos.2 and 3 states that defendant nos.2 and 3 are out of Bombay, they may be permitted to appear virtually before the affirming officer. Permission granted.

2 Learned Counsel appearing on behalf of plaintiff and defendant nos.11, 14 and 15 have today tendered consent terms, by which, it is submitted that all disputes and differences in the caption suit qua the plaintiff and defendant nos.11, 14 and 15 have been amicably resolved in terms of the consent terms. The execution of the consent terms is supported by the report dated 15th April 2025 of the Associate of this court. The report inter alia records as follows:

“Upon inquiry with the signatories to the consent terms, both signatories to consent terms have confirmed that they have signed the consent terms with their free will and without any influence or coercion.”

3 The consent terms are taken on record and marked “X” for identification. Learned counsel for the plaintiff as also the learned counsel for defendant nos.11, 14 and 15 assure the court that the consent terms do not in any manner impinge upon or touch upon any issue which travels beyond the scope of the suit neither do they affect or afford to affect right of any parties who is not party to the suit. Accepting the assurance of the learned counsel, the suit shall stand decreed qua defendant nos.11, 14 and 15 in terms of the consent terms. The undertakings in the consent terms are accepted as undertaking given to this court. All rights and contentions of other defendants in the suit are expressly kept open.

4 A soft copy of the Consent Terms will be uploaded as the second order in the matter. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is

not sent for destruction in the ordinary course.

INTERIM APPLICATION NO.3412 of 2024

5 The captioned interim application is filed by defendant no.12 for condonation of delay of 59 days in filing the written statement. The interim application for condonation of delay is opposed by the learned counsel for the plaintiff, however the learned counsel does not seek to file affidavit in reply to oppose the same.

6 Having heard the learned counsel and having perused the interim application, I find sufficient cause has been set out for condoning the delay. Additionally I find it would be in the interest of justice if the delay is condoned and suit is heard on merits.

7 Interim application is accordingly allowed in terms of prayer clause (b) which read thus:

“b) That this Hon'ble Court be pleased to condone the delay of 59 days in the filing of Written Statement of the Defendant No. 12 and be further pleased to take on record the Written Statement of the Defendant No. 12 on record in the captioned Suit;”

8 Interim application is accordingly disposed of.

[ARIF S. DOCTOR J.]