

Sumedh

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

**COURT RECEIVER REPORT NO.163 OF 2025
IN
SUIT (L) NO.1242 OF 2018**

Prashama Shukla & Anr.
v/s.

... Plaintiffs

Heena Builders And Developers & Ors.

... Respondent

**WITH
INTERIM APPLICATION (L) NO.17712 OF 2024
WITH
INTERIM APPLICATION (L) NO.31536 OF 2025
WITH
COURT RECEIVER REPORT NO.459 OF 2024
IN
SUIT (L) NO.1242 OF 2018**

Ms. Sapna Rachure for the Plaintiff.
Mr. Vipul Shah i/by L.C. Tolat & Co. for Defendant Nos.1 & 3.
Mr. Mayur Khandeparkar a/w. Adv. Devansh Shah, Adv. Atul
Mishra i/by Adv. Dilip Shukla for Defendant No.4.
Ms. Gauri Mestha i/by LJL for Judgment Creditors.
Mr. Aseem Naphade i/by Adv. J. Jain for the Applicant.
Mr. D.D. Singh a/w. Adv. D.K. Shukla for the Intervenors.
Mr. Nitin C. Pawar, Court Receiver, High Court, Bombay.

CORAM : KAMAL KHATA, J.

DATED : 15TH OCTOBER 2025.

P.C. :

INTERIM APPLICATION (L) NO.17712 OF 2024

1. The learned Advocate for the respective parties submits that

the parties have amicably settled their disputes and tendered Consent Terms.

2. The parties to the Consent Terms, who are present in Court, have been identified by the Associate and have confirmed their respective signatures on the Consent Terms. The Advocates for the parties have also appended their signatures alongside their respective clients.

3. The parties present confirm before the Court that the Consent Terms have been executed voluntarily of their own free will, and without any coercion or undue influence.

4. The Consent Terms tendered are accepted and marked "X" for identification with today's date.

5. Upon perusal of the Consent Terms, I find them to be in order, not contrary to law, and reflective of the true intentions of the parties.

6. The Registry shall ensure that the hard copy of the signed Consent Terms is permanently retained on record and not sent for destruction in the ordinary course.

7. Undertaking contained in the Consent Terms, if any, are accepted as undertaking to this Court.

8. Interim Application (L) No.17712 of 2024 is disposed of in terms of Consent Terms.

9. Court Receiver Report No.163 of 2025 is disposed of.
10. Interim Application (L) No.31536 of 2025 is disposed of.
11. Mr. Rajesh Shinde, Authorized representative of Eshaan Developers is present in Court and has agreed to perform as per the Consent Terms as the timeline provided therein.
12. The Court Receiver shall be paid the costs as per clause (I) of the Report.
13. In the event, if there are any operational issues, parties are liberty to apply for appropriate orders.
14. Society is at liberty to apply for rectification of the property tax bills from the Corporation which it will consider in accordance with law within a period of six weeks from the date of the Application.

(KAMAL KHATA, J.)