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

**INTERIM APPLICATION NO.5789 OF 2025
IN
COMMERCIAL SUIT NO.361 OF 2016**

Shree Developers ... Applicants/Plaintiff s
v/s.
Nehru Nagar Amrit Co-operative Housing
Society Ltd. & Ors.
And
K.D.Constructions ... Defendants

Mr. Deepak Y. Chitnis for the Plaintiffs.

Mr. Aniket Patil for the Defendant No.1-Society.

Ms. Sana Khan a/w Ms. Asma Khopekar i/by SNG & Partners for
the Defendant No.4.

CORAM : KAMAL KHATA, J.

DATED : 14TH OCTOBER 2025.

P.C. :

1. The parties have settled the dispute by executing Consent Terms. The Consent Terms are signed by the parties and their respective Advocates, who have identified their clients' signatures by appending their own signatures alongside.
2. The Plaintiff's Advocate submits that the Suit against

Defendant Nos.2 and 3 has already been withdrawn by an order dated 9th October 2023.

3. The parties confirm that they have signed the Consent Terms of their own free will, without any coercion or undue influence.

4. The parties to the consent terms, who are present in Court, have been identified by the Court Associate.

5. The Consent Terms tendered are taken on record and marked "X" for identification with today's date.

6. I am satisfied that the Consent Terms are in order, not contrary to law, and have been voluntarily executed by the parties, truly reflecting their mutual intent.

7. The undertakings contained in the Consent Terms are accepted as undertakings to the Court.

8. Interim Application stands disposed of in terms of the Consent Terms.

9. 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.

10. Learned Advocates for the parties jointly submit that the Consent Terms dated 1st September 2023 stand modified to the extent recorded in the present Consent Terms, and all the other

clauses of the earlier Consent Terms continue to remain binding upon the parties.

(KAMAL KHATA, J.)