

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

COMMERCIAL SUIT NO. 673 OF 2017

Prashant Sawant And Ors.

...Plaintiffs

Versus

Sai Construction (part Of Kamla Landmarc Group) And Ors.

...Defendants

WITH

INTERIM APPLICATION NO. 6997 OF 2025

IN

COMMERCIAL SUIT NO. 673 OF 2017

WITH

NOTICE OF MOTION NO. 660 OF 2019

WITH

NOTICE OF MOTION NO. 685 OF 2017

IN

COMMERCIAL SUIT NO. 673 OF 2017

Mr. Sushant Arora a/w Ms. Vaishnavi Adhav i/b L R & Associates for Plaintiffs.

Ms. Neha Shah for Defendant Nos.1 to 3.

Mr. Davansh Bheda for Defendant No.8.

Ms. Miloni Gala i/b Dhiren H. Shah for Defendant No.8.

CORAM : **ARIF S. DOCTOR, J.**

DATE : **19th NOVEMBER 2025**

P.C.

1. Learned counsel for the parties have today tendered consent terms by which it is submitted that all the disputes and differences between the parties in the Captioned Commercial IP Suit have been amicably resolved. The execution of the consent terms is duly supported by the report of the Section Officer of this Court which reads thus:

"The consent terms are duly signed by the Authorized Signatories of the Plaintiffs and the Defendants. The parties have admitted the contents of the Consent Terms. The Consent Terms are duly signed by the parties out of their free will without any undue influence and coercion. The Consent Terms are duly executed by the signatories."

2. Having due regard to the fact that the consent terms have been duly executed, the same are marked "X" and taken on record.
3. At the outset, parties by consent agreed that the petition filed for Leave under Clause XIV be allowed. The same is accordingly allowed.
4. Needless to state that these consent terms shall not in any manner be binding upon any non signatories to the same.
5. The undertakings given in consent terms are accepted as undertakings given to the Court.
6. The Suit is disposed of in terms of the said consent terms.
7. 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. 6997 OF 2025

8. At the outset, learned counsel appearing on behalf of the Plaintiffs pointed out that in Interim Application No.6997 of 2025, the Applicants therein had sought for the benefit of these consent terms be also extended to them. Though it was pointed out by learned counsel that such Interim Application did not contain in specific prayer, learned counsel for the Defendants submitted that

they would have no objection in extending the benefits of these content consent terms to the Applicant in Interim Application No.6997 of 2025, namely one Rekha K. Shah and Mangesh B. Khairnar.

9. The Suit is accordingly disposed of.

10. All pending applications and motions do not survive, and are accordingly disposed of.

11. Refund of Court fees, if any, as per the rules.

(ARIF S. DOCTOR, J.)