

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL SUIT NO. 38 OF 2024
WITH
INTERIM APPLICATION (L) NO. 31706 of 2023
WITH
INTERIM APPLICATION NO. 6102 OF 2025
IN
COMMERCIAL SUIT NO. 38 OF 2024

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Aakash Enterprises and Ors. ...Plaintiffs

Versus

Bharat Mahan Developers and Builders and Ors. ...Defendants

WITH
INTERIM APPLICATION NO. 6113 OF 2025
IN
COMMERCIAL SUIT NO. 38 OF 2024

Balasaheb Kashinath Shinde ...Applicant

Versus

Aakash Enterprises ...Respondent

WITH
INTERIM APPLICATION NO. 6174 OF 2025
IN
COMMERCIAL SUIT NO. 38 OF 2024

Bharat Mahan Developers and Builders and Ors. ...Applicant

Versus

Aakash Enterprises and Ors. ...Respondent

Mr. Sheelang Shah, a/w Mr. Nirmal Chopda i/b VRAJ Legal for the Plaintiffs.

Mr. Ashish T. Suryavanshi a/w Mr. Rahul Theckepath and Mr. Anirudh Ashok, for Defendant Nos.1, 9, 10, 11 and 12.

Mr. Yogesh S. Patel (Partner of Plaintiff No.1-Firm and Plaintiff No.2.) is present.

Mr. Balasaheb K. Shinde (Defendant No.2) is present.

Mr. Ayub Ali Khan (Defendant No.5) is present.

Ms. A. A. Jadhav (Defendant No.7) is present.

Mr. Shubham Mane (Defendant No.8-through authorized signatory) is present.

Mr. Parikshit Sharma (authorized signatory of Defendant Nos.1, 10 and 11) is present.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 19 , 2026

ORDER :

1. At the threshold, Learned Advocates for the parties submit that owing to a change in the composition of the partnership of Defendant No. 1, Defendant Nos. 10, 11 and 12 are being added, since they were not partners in the firm when the proceedings had been filed. Towards this end, they submit a Schedule of Amendments, adding Mr. Amit Mahendra Ruparel, Ruparel Housing Development Pvt. Ltd. and Brainer Realty India Pvt. Ltd. as additional defendants.

2. The amendment is allowed. Liberty to carry them out on the record in front of the Associate. Re-verification is dispensed with.
3. The consent terms have already been signed by the parties on an as-if-amended basis, because the parties had engaged in mediation before a Learned Mediator, who has also tendered a Mediation Report dated January 05, 2026, enclosing the finalized and executed Consent Terms dated December 01, 2025.
4. Learned Advocate for the parties jointly submit that owing to multiple parties being involved, the parties executed the Consent Terms on different dates. Since Learned Advocates jointly submit that the disputes stand settled in terms of Consent Terms, the Consent Terms annexed to the Mediation Report are taken on record and marked “X” for identification. A Decree may be drawn up in terms of the Consent Terms and the copies shall be supplied to the respective parties.
5. Defendant Nos. 4 and 6 have not signed the Consent Terms, but it is submitted that they are retiring partners and, without regard to their absence, Defendant No. 1 is discharging the liabilities attributable to them in terms of the settlement arrived at in the Consent Terms. Needless to say, any internal affairs of the firm in terms of the liability owed by retiring partners to the firm, or vice versa, stand on a

completely separate footing and may present a different cause of action *inter se* among them, which need not concern itself with the settlement of this suit in terms of the Consent Terms – which is essentially between the Defendant No.1 (the partnership firm) and the Plaintiff.

6. In these circumstances, taking on board the submissions by the parties that nothing contained in the Consent Terms is contrary to any requirement of law or contract, the undertakings contained in the Consent Terms are treated as undertakings given to the Court. The Suit and any Interim Applications therein stand finally disposed of in terms of the Consent Terms.

7. Refund of Court fees, if any, shall be in accordance with the rules.

8. The parties shall be at liberty to apply for a certified copy of the Consent Decree.

9. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]