

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL SUIT NO. 44 OF 2024

WITH

INTERIM APPLICATION NO. 6514 OF 2025

IN

COMMERCIAL SUIT NO. 44 OF 2024

Keemaya Build Pvt. Ltd.

...Applicant/
Plaintiff

Versus

Glider Buildcon Realtors Pvt. Ltd. & Ors

...Respondents

WITH

INTERIM APPLICATION NO. 915 OF 2025

WITH

INTERIM APPLICATION NO. 5573 OF 2025

IN

COMMERCIAL SUIT NO. 44 OF 2024

WITH

COMMERCIAL SUIT NO. 44 OF 2024

WITH

INTERIM APPLICATION NO. 6514 OF 2025

IN

COMMERCIAL SUIT NO. 44 OF 2024

WITH

INTERIM APPLICATION (L) NO.6223 OF 2026

IN

COMMERCIAL SUIT NO. 44 OF 2024

Mr. Mutahar Khan, a/w Birrul Mohammedi, i/b Bellator Legal Services LLP, for the Plaintiff.

Mr. Karan Bhide, a/w Bhakti Mehta, Letishiya, Chaturvedi, i/b Wadia Ghandy & Co., Rupen Kanawala (Authorized Signatory), for Defendant No.1.

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Mr. Shareeb Shaikh, Counsel, a/w Alfiya Diamondwala, i/b Daimondwala & Co., for Defendant Nos.2 & 15.

Ms. Bhakti Mehta, a/w Letishiya Chaturvedi, i/b Wadia Gandhi & Co., Aol Patade (Aughorized Signatory) for Defendant No.3.

Mr. Krishkumar A. Jain, i/b Ritesh K. Jain, for Defendant Nos.11 to 14.

Mr. Dushyant Parekar, a/w Rajat Dedhia, Esther Mary Mathew for Defendant Nos.4 to 6.

Mr. Mani Thevar, i/b Ganesh & Co., for Defendant Nos.7 & 8.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : February 18, 2026

ORDER :

1. Learned Advocates for the parties jointly submit that all disputes and differences underlying the captioned Suit stand fully and finally settled by them subject to the terms and conditions contained in Consent Terms dated February 10, 2026.

2. Mr. Khan on behalf of the Plaintiff, explains that out of the eight flats that constituted the suit property, which were not delivered to the Plaintiff, the parties have resolved their disputes by providing that Defendant Nos.1, 2, 3 and newly added Defendant No.15 would discharge the owed obligations both in terms of money as well as delivery of flats in a different project being conducted by the newly added Defendant No.15, which is the holding company of Defendant No. 2, with 100% equity ownership.

3. Defendant No. 15 has stepped in to underwrite and discharge the obligations contained in the Consent Terms arrived at between the parties. There is therefore consensus on adding "Memphis Realtors Private Limited", the said holding company, as a newly added Defendant No.15. An Application to this effect has also been filed, but it is yet to be numbered. However, the parties have consensus to an oral application backed by the filing that has already been made, being the basis of including Defendant No.15 within the array of parties for purposes of the proceedings and settling the same. The Registry shall number of the application within a week, and treat it as disposed of by this order, which is deferred until the application is numbered

4. Learned Advocate representing Defendant No.2 files a *vakalatnama* also for Defendant No.15, which is taken on record. The Registry shall update the record to include the newly added Defendant No.15 and as stated above, this order would be treated as disposing of the application for inclusion of Defendant No.15.

5. A separate project being implemented by Defendant No.15 entails certain properties that would be given to the Plaintiff. So also, Flat No.2603 on the 26th floor of the 'B' wing, which is one of the flats forming part of the suit properties, is expected to be handed over to the

Plaintiff upon resolving disputes over third party interests already created thereon with another third party. In the absence of such dispute resolution being feasible, the Consent Terms entail monetary payment to the Plaintiff. As a part of the Consent Terms, Defendant Nos.4 to 14 are not proceeded against, with Defendants No. 1 to 3 and 15 assuring performance of the settlement terms to the Plaintiff.

6. In these circumstances, taking on board the submissions by the parties that nothing contained in the Consent Terms is in conflict with any other instrument or contract to which any of the parties are subject, and the fact that there is no conflict with any requirement of law, the undertakings in the Consent Terms are accepted as undertakings given to the Court. A decree shall be drawn up in terms of the Consent Terms. A copy of the Consent Terms is marked 'X' for identification and is taken on record. Refund of Court fees shall be processed in accordance with applicable rules.

7. Considering that Defendant Nos.4 to 14 are being completely absolved in relation to the pleadings made against them, and considering the larger settlement that has been arrived at, there is no order as to costs. Although a bill of costs from these Defendants had been called for by a Learned Single Judge of this Court on an earlier

occasion, I have also taken into account the scale of the amounts involved in the bills of costs and, to my mind, they represent a *de minimis* threshold, enabling a discharge of costs in this regard.

8. The Suit is ***finally disposed of*** in the aforesaid terms. Interim Applications, if any, connected to the captioned Suit also stand disposed of in the same terms.

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.]