

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

APPEAL NO. 108 OF 2025

WITH

INTERIM APPLICATION (L)NO.29757 OF 2023

Swarna N. Mehra & Others .. Appellants.

Versus

Jade Construction Pvt. Ltd. .. Respondent

WITH

APPEAL NO.37 OF 2024

IN

INTERIM APPLICATION (L)NO.29757 OF 2023

WITH

INTERIM APPLICATION NO.459 OF 2024

IN

APPEAL NO.37 OF 2024

Jade Construction Pvt. Ltd. .. Appellant.

v/s.

Swarna N. Mehra & Others .. Respondent.

Sr. Adv. Mr. Cyrus Ardeshir with Adv. Megha Gupta and Adv. Lavanita Chityala i/b. Hedgehog and Fox LLP, for the Appellants in Appeal No.108 of 2025 and for the Respondents in Appeal No.37 of 2024

Adv. Anirudh Hariani with Adv. Shaheen Moghul, Adv. Garvita Joshi i/b. Divya Shah Associates for the Appellant in Appeal No. 37 of 2024 and for the Respondent in Appeal No. 108 of 2025 (Original Defendant).

**CORAM: B. P. COLABAWALLA &
FIRDOSH P. POONIWALLA, JJ.**

DATE: FEBRUARY 06, 2026

P. C.

1 Not on board. Mentioned. At the request of the learned Counsel for the Respondent (Original Plaintiffs), taken on production board. For the sake of clarity, we refer to the parties as they were arrayed before the learned Single Judge.

2 The above matter has been moved before this Bench at 3.00 p.m. for seeking certain clarifications / modifications in the Order dated 29th January, 2026.

3 Mr. Ardeshir, the learned Senior Counsel appearing on behalf of the Plaintiffs, pointed out that the amount mentioned in the said Order towards hardship compensation should not be Rs.2,04,00,000/- but should be Rs.2,94,21,000/-. He submitted that the figure of Rs.2,04,00,000/- was wrongly mentioned to the Court on the said date. The learned Counsel appearing on behalf of the Defendant [Jade Constructions Pvt. Ltd.], submitted that it is correct that the hardship compensation payable to the Plaintiffs against the Flats on the 12th, 13th and 14th floors would be Rs.2,94,21,000/-. In view of the aforesaid consensus, it is now clarified that the hardship compensation to be adjusted towards the total consideration would be a sum of Rs.2,94,21,000/-. In other words, after the adjustment of

the hardship compensation payable to the Plaintiffs, the amount payable to the Developer would be Rs.10,29,79,000/-.

4 Mr. Hariani, the learned Counsel appearing on behalf of the Defendant [Jade Construction Pvt. Ltd.], also pointed out that in paragraph 2 of the said Order, it is mentioned that the maintenance charges have been paid till date, i.e. till 29th January, 2026. However, this is a mistake, and the maintenance charges for the flats on the 12th, 13th and 14th floor have been paid till and including December, 2025. The learned Counsel therefore submitted that this aspect also be clarified in this Order.

5 It is accordingly clarified that the maintenance charges which are paid by the Developer for the flats on the 12th, 13th and 14th floor, are till December, 2025. In other words, from January, 2026, the maintenance charges will have to be borne by the Plaintiffs.

6 Mr. Hariani, the learned Counsel appearing on behalf of the Defendant, also stated that the aforesaid maintenance charges do not include the municipal taxes, and which have not been paid by the Developer.

7 Mr. Ardeshir, the learned Senior Counsel appearing on behalf of the Plaintiffs, fairly stated that if the municipal taxes have not been paid by the Developer, from the date of granting of the Occupation Certificate, the

municipal taxes in relation to the flats on the 12th, 13th and 14th floors shall be borne and paid by the Plaintiffs. The same is duly noted.

8 No other clarifications are sought and hence the matter is now kept on 12th February, 2026 to enable the parties to file Consent Terms as recorded in the Order dated 29th January, 2026.

9 This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[FIRDOSH P. POONIWALLA, J.]

[B. P. COLABAWALLA, J.]