IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION NO. 39 OF 2025
WITH
INTERIM APPLICATION (L) NO. 5120 OF 2025
IN
NOTICE OF MOTION NO. 396 OF 2017
IN
COMMERCIAL SUIT NO. 524 OF 2017

Ratilal Ambalal Sapariya & Ors. … Applicants

IN THE MATTER BETWEEN:

Azadi Mario Stanislaus Rodrigues & Ors. …
Plaintiffs

Versus

Kamla Mahesh Developers … Defendants

Mr. Mayur Khandeparkar a/w Mr Vikram Singh Gharewal, Mr. Devansh Bheda, Mr. Parth Jasani and Mr. Dhayan Shah i/b M/s Purnanand & Co. for Applicant (in IA/39/2025 & IAL/5120/2025).
Mr. Satya Shettigan for Applicant (in IA/3621/2025).
Mr. Sushant Arora a/w Ms Vaishnavi P. Adhav i/b LR & Associates for Plaintiff.

Mr. Simil Purohit Senior Advocate a/w Mr Vishal Pattabiraman, Mr. Delnavaz Patel and Ms. Yesha Badani i/b. Trilegal for Applicant (Original Defendant No. 8).
Mr. Ashwin Sawlani i/b Lexicon Law Partners for Applicant (in IAL/24802/2025).

CORAM : ARIF S. DOCTOR, J.

DATE : 23rd FEBRUARY 2026

P.C.

1. This Order will dispose of both the captioned Interim Applications.
2. The Applicants are Defendant Nos. 3 to 6 to the captioned Suit and have filed the captioned Interim Applications essentially seeking certain clarifications, corrections, and modifications to the Order dated 30th October 2018, as also to the Consent Terms dated 27th November 2017 by which the captioned Notice of Motion No. 396 of 2017 came to be disposed of.

<u>Brief Facts:</u>

3. The captioned Suit was filed as a representative action instituted under Order I Rule 8 of the Code of Civil Procedure, 1908 ("**CPC**"), by certain allottees/flat purchasers who had been issued 125 Letters of Allotment in

favour of 123 purchasers by Defendant No. 2, i.e., Ramesh C. Jain, and Defendant No. 7, i.e., Kamla Landmarc Properties Private Limited, acting through Jitendra Jain, Jinendra Jain and Ketan Shah in respect of a proposed project then known as Atlantis at Village Nahur.

4. It is the case of the Plaintiffs that the said Letters of Allotment were issued, and monies were collected from the allottees despite there being no sanctioned plans and without the knowledge or consent of the present Applicants.

5. Subsequently, pursuant to negotiations, the matter came to be settled by the parties, and Consent Terms dated 27th November 2017 came to be executed between the parties, with the intention of reviving the Project. The Consent Terms were taken on record by an Order dated 30th October 2018, which *inter alia,* provided as follows:

   a. The Consent Terms would bind not only the Plaintiffs but all genuine flat purchasers/allottees listed in “List Y”, which contained the names of 123 allottees entitled to 125 flats.

   b. Each allottee was given two options: (i) to continue with the allotment or (ii) to cancel the allotment and seek a refund of amounts paid, with interest at 4.5% p.a., subject to verification. The election was to be made on or before 31st November 2018, and refunds were to be made within 60–120 days after obtaining the Commencement Certificate.

c. Allottees who did not opt for a refund within one month were required to (i) surrender the original Letter of Allotment, (ii) provide proof of identity and proof of payment to Defendant No. 1, and (iii) pay additional consideration towards fungible FSI, floor rise and parking, as per Annexure 6 to the Consent Terms. Upon reconciliation of payments and receipt of necessary sanctions, the Applicants were to issue revised Letters of Allotment in terms of clauses 7, 9, 10, 11, 12 and 13.

d. In case of default in payment, interest under RERA would apply. If the default continued for six months, the allotment would stand cancelled, and amounts paid would be refunded after deduction of 20%, whereupon the allottee would cease to have any right, title or interest in the flat.

e. The Applicants were to register the project with RERA within three months from issuance of the IOD.

f. An injunction was granted, restraining Defendant Nos. 3 to 6 and 9 and the reconstituted firm of M/s. Mahesh Developers (comprising the Applicants and Defendant No. 9) from creating third-party rights in respect of flats of allottees in List Y who had not opted for a refund.

g. The allottees were directed to withdraw criminal proceedings and complaints before the EOW and other forums.

h. The Applicants were permitted to revise the building and layout plans.

6. Mr. Khanderparker, Learned Counsel appearing on behalf of the Applicants, has pointed out that post execution of the Consent Terms, the Applicants have taken various steps in furtherance thereof, including the exchange of land with MCGM for the access of the project, I to R conversion, MOEF NOC, etc. He points out that the Applicant has also, on 13th February 2024, obtained an IOD.

7. The Applicants, thereafter, engaged in extensive correspondence with M/s. L R Associates, the Advocates for the Plaintiffs, who ultimately expressed their inability to get in touch with allottees/flat purchasers from List Y to the Order, other than 43 allottees.

8. He submitted that as no details in respect of allotments were being provided nor were any payments being made in accordance with the Consent Terms, the Applicants filed Interim Application No. 35 of 2025 ("**the First IA**") for various reliefs, including permission/order for the Applicants to issue a Public Notice to the Flat Purchasers informing them about the issuance of IOD and for seeking payment of the balance amount with applicable GST and other taxes.

9. He then pointed out that by an Order dated 6th June 2024, this Court permitted the Applicants to issue a Public Notice in order to call upon those allottees who might have any claim or interest in the said Project.

Accordingly, the Applicants issued Public Notices in Times of India (English), Navbharat Times (Hindi), Maharashtra Times (Marathi) and Mumbai Samachar (Gujarati).

10. He submitted that pursuant to the Public Notice, many allottees/flat purchasers approached the Applicants. The Applicants were also provided with contact details about allottees.

11. Mr. Khandeparkar then submitted that the Applicants thereafter also obtained a Plinth Commencement Certificate on 30th July 2024 and thereafter registered the Project with RERA on 13th August 2024 and subsequently, on 20th August 2025, obtained a full commencement certificate beyond the plinth for the building/wing for the existing allottees.

12. He further submitted that the Applicants addressed emails to each allottee whose contact details had been made available to them, informing them of the progress of the project and providing a detailed break-up of the amounts payable. The allottees were called upon to visit the Applicants' office with the requisite documents for the issuance of fresh Letters of Allotment. The Applicants also issued several reminder emails, specifically cautioning the allottees that their entitlement would stand terminated under Clause 15 of the Consent Terms in the event of continued failure to approach the Applicants.

13. As 28 allottees did not approach the Applicants, despite the Public Notice issued on 10th June 2024, the Applicants issued another Public Notice dated

4th January 2025 in Times of India (English), Navbharat Times (Hindi), Maharashtra Times (Marathi) and Mumbai Samachar (Gujarati), addressed to 28 allottees, whereby the Applicants informed these allottees that if they failed to approach the Applicants within a period of 10 days, their allotments would stand terminated. It is pertinent to note that, subsequent to the Public Notice, out of 28, only 6 allottees approached the Applicants. Accordingly, the allotment of 22 allottees stood terminated.

14. In the meantime, the Applicants filed the Interim Application (L) No. 5120 of 2025 ("**the Second IA**") seeking clarification/modification that the injunction contained in Paragraph 14 of the Order dated 30th October 2018 would not apply to those allottees whose allotments were or may be terminated by the Applicants.

15. He submitted that ultimately, the current status of the 123 Allottees (originally entitled to 125 Flats), is as follows:

   i. 53 Allottees have been issued fresh Letters of Allotment in respect to 55 Flats; Out of 18 Plaintiffs, 17 have opted for allotment/refund, and 1 Plaintiff has been terminated along with a refund cheque.

   ii. 24 Allottees, 22 Allottees have been given a refund/adjustment/cancellation, and 2 Allottees are to be given a refund, but the same is pending on account of compliance on their part;

iii. 37 Allottees have been terminated as per Clause 15 of the Consent Terms.

iv. The remaining 9 Allottees are in the process of being given allotment letters/refunded/terminated.

16. Mr. Khandeparkar then submitted that the Applicants had thus far expended about Rs. 84,08,00,000/- (Rupees Eighty-Four Crores Eight Lakh only) in furtherance of their obligations under the Consent Terms and the Order dated 30th October 2018. He pointed out that the Applicants had successfully taken steps to ensure that the land was made developable by obtaining requisite permissions and carrying out construction, as well as for refunding monies to allottees.

17. Mr. Khandeparkar submitted that it was in the context of the aforesaid facts that the Applicants had filed the captioned Interim Applications. He submitted that it was imperative for both the Interim Applications to be allowed so that the development could proceed in the manner and spirit in which the Consent Terms were entered into and the Order dated 30th October 2018 was passed.

18. He then invited my attention to the First IA and pointed out that the Applicants had, in the context of the facts set out above, sought the following reliefs:

"a. That this Hon'ble Court be pleased to clarify that directions contained in paragraph 7 of Order dated 22nd March 2022 will also apply to allottees at Sr. Nos. 50 and 92 of list Y of Order dated 30th October 2018;

b. That this Hon'ble Court be pleased to permit deletion of amounts/figures more particularly referred in paragraph 5 and below Sr. No. 114 to the List Y of Order dated 30th October 2018;

c. That this Hon'ble Court be pleased to permit and/or order the Applicants to issue Public Notice to the Flat Purchasers as per draft Public Notice hereto marked and annexed at Exhibit "S" with such modification as this Hon'ble Court may deem proper, thereby informing them about issuance of IOD dated 13th February 2024 and seeking payment of balance amount with applicable GST and other taxes as per Payment Schedule annexed to said Consent Terms dated 27th November, 2017;

d. That this Hon'ble Court be pleased to clarify and/or direct the mode of allotment to Flat Purchasers of the flats available with the Applicants shown in Exhibit R;

e. That this Hon'ble Court be pleased to suitable modify the paragraph 9 of the Order dated 30thth October 2018 so as to extend the timeline for issuing fresh allotment letters to the allottees by 15 days from finalization/earmarking of their respective flats and furnishing details of earlier payments made to Defendant No. 1 in context of their earlier allotment in accordance with the Consent Terms dated 27th November, 2017 and Order dated 30th October 2018;

f. That this Hon'ble Court be pleased to clarify and suitable modify paragraph 22 of the Consent Terms and Order dated 30th October 2018 so as to extend the timeline of registering the project under the RERA to 60 days after issuance of Commencement Certificate to the Applicants;"

19. Mr. Khandeparkar submitted that the Applicant was now pressing for relief only in terms of (a), (b), (e) and (f) of the 1st IA since prayer clause (d) had become infructuous.

20. He submitted that the entries at Serial Nos. 50 and 92 in List Y, forming part of the Order dated 30th October 2018, were materially incomplete. He pointed out that in respect of Serial No. 50, essential particulars such as the saleable area, offered carpet area, amount payable as per the Allotment Letter, amount paid, and balance payable were not reflected. Similarly, in respect of Serial No. 92, the amount payable as per the Allotment Letter was not mentioned. In these circumstances, he submitted that both entries were liable to be struck off from the List.

21. He then further submitted that a similar clarification and deletion had earlier been sought in respect of Serial Nos. 102 to 109, which this Hon'ble Court had allowed vide an Order dated 22nd March 2022. At the time of passing of the said Order, the Applicants had inadvertently omitted to draw the Court's attention to the defects in Serial Nos. 50 and 92, and the present prayer is therefore in continuation of that exercise.

22. In any event, Mr. Khandeparkar fairly pointed out that the entry at Serial No. 50 has since been cancelled pursuant to a request made by the allottee at Serial No. 49, who had acknowledged that the inclusion of Serial No. 50 was merely a typographical error. He further submitted that the allotment at Serial No. 92 had also since been terminated pursuant to the Public Notice dated 4th January 2025. On this basis, he submitted that the prayer, qua the allotments at Serial Nos. 50 and 92 had now become infructuous.

23. Insofar as prayer clause (b) of the First IA is concerned, Mr. Khandeparkar submitted that certain figures appearing below Serial No. 114 of List Y had no relevance either to the allottee at Serial No. 114 or to any other individual allottee. He submitted that these figures appear to be aggregated totals of the amounts reflected in each column of List Y and have inadvertently been incorporated into the tabulation. He pointed out that the figures in question were as follows:

Saleable Area of the Flat sold by Kamla	**Offered Carpet Area**	**Amount in INR payable as per Allotment Letter and/or list submitted by Kamla in Court**	**Amount paid as per Letter of Allotment in INR**	**Balance payable in INR**
1,58,691	94,228	1,06,58,55,995	28,45,75,131	78,12,80,864

24. According to him, the above total figures had been erroneously included and were liable to be deleted to avoid confusion or misinterpretation. In view thereof, Mr. Khandeparkar submitted that prayer clause (b) be allowed and the aforesaid figures be deleted from List Y forming part of the Order dated 30th October 2018.

25. Insofar as prayer clause (e) of the First IA is concerned, Mr. Khandeparkar submitted that at the time of execution of the Consent Terms, the Applicants were under the bona fide impression that all the requisite information necessary for issuance of fresh Letters of Allotment would be made available to them expeditiously. It was in that context that paragraph 9 of the Order provided that fresh Letters of Allotment would be issued within 15 days from the date of receipt of the IOD.

26. He submitted that immediately upon obtaining the IOD, the Applicants informed the Plaintiffs' Advocates and requested them to furnish the necessary particulars of the concerned allottees/flat purchasers. However, despite repeated correspondence, the requisite details were not forthcoming. In the absence of such information, the Applicants were unable to comply with the timeline prescribed under Paragraph 9 and were therefore constrained to move the present Interim Application.

27. Mr. Khandeparkar further submitted that, thereafter, a Public Notice dated 10th June 2024 was issued pursuant to orders of this Court, as a result of which several allottees approached the Applicants. However,

notwithstanding the clear terms of the Consent Terms and the Order, many allottees did not cooperate or comply with their obligations. Some who had not originally opted for a refund subsequently sought cancellation and a refund. In these circumstances, he submitted that the delay in issuing fresh Letters of Allotment was entirely attributable to lack of cooperation on the part of certain allottees and not to any default on the part of the Applicants.

28. He pointed out that fresh Letters of Allotment had already been issued to 53 allottees in respect of 55 flats. He submitted that subject to orders of this Court and without prejudice to the Applicants' rights and contentions, only three allotments remain pending, namely in respect of Mahesh Jain at Serial No. 92, Subhash Yewalkar at Serial No. 90 and Vaishali Yewalkar at Serial No. 95. Given this Mr. Khandeparkar submitted that paragraph 9 of the Order be suitably modified and clarified so that the Applicants are required to issue fresh Letters of Allotment within 15 days from the date of due compliance by the respective allottees of their obligations under the Consent Terms and the Order. He further prayed that any prior technical non-compliance with paragraph 9 be condoned.

29. Mr. Khandeparkar then, in support of prayer clause (f) pointed out that paragraph 22 of the Consent Terms required the Applicants to register the Project under the provisions of RERA within three months from the issuance of the IOD. He submitted that the Applicants had obtained the IOD on 13th February 2024 and had immediately thereafter initiated steps

for obtaining RERA registration. He submitted that the Applicant was, however, informed that prior to registration under RERA, it was mandatory to obtain a commencement certificate. He then, in this regard, drew my attention to Section 4(2)(c) of the Real Estate (Regulation and Development) Act, 2016, read with Rule 3 and Form "A" of the Maharashtra Real Estate (Regulation and Development) Rules, 2017, which requires a commencement certificate as a precondition to registration of a real estate project.

30. He submitted that in compliance with this statutory requirement, the Applicants had obtained the Plinth Commencement Certificate on 30th July 2024 for the building/wing pertaining to the existing allottees and thereafter secured RERA registration on 13th August 2024. Mr. Khandeparkar fairly stated that under the Consent Terms, RERA registration was to be obtained within three months of receipt of the IOD, i.e., on or before 12th May 2024. However, he submitted that compliance within that timeframe was not possible due to the statutory mandate requiring a commencement certificate prior to registration, which was a factor entirely beyond the Applicants' control.

31. It was in these circumstances that Mr. Khandeparkar submitted that the prayer clause (f) be allowed with a clarification that the Applicants have substantially complied with the requirement. Alternatively, he prayed that any delay in obtaining RERA registration be condoned, as the same arose

solely on account of statutory requirements and not due to any default on the part of the Applicants.

32. Mr. Khandeparkar then, in dealing with the Second IA, invited my attention to the reliefs sought for therein viz.

"a. That this Hon'ble Court be pleased to vacate the injunction contained in Paragraph 14 of the Order dated October 30, 2018 in respect of the Flats of Purchasers/Allottees, (i) who have opted for refund/cancellation/adjustment post expiration of one month from the passing of the Order dated October 30, 2018 and (ii) whose allotment is or may be terminated /cancelled by the Applicants / Mahesh Developers in accordance with Clause 15 of the said Consent Terms;

b. That this Hon'ble Court be pleased to modify/clarify Paragraph 14 of the Order dated October 30, 2018, with a direction that the injunction contained therein will also not apply in respect of the Flats of Purchasers/Allottees (i) who have opted for refund /cancellation/adjustment post expiration of one month from the passing of the Order dated October 30, 2018, and (ii) whose allotment is or may be allotted and terminated/cancelled by the Applicants/Mahesh Developers in accordance with Clause 15 of the said Consent Terms;"

33. Mr. Khandeparkar pointed out that by the Order dated 30th October 2018, Defendant Nos. 3 to 6 and 9 and the reconstituted firm of M/s. Mahesh Developers had been restrained from creating any third-party rights in respect of the flats of the purchasers/allottees in List "Y" who had not opted for a refund within one month from the date of the said Order. He submitted that by virtue of this direction, the Applicants were effectively restrained from dealing with such flats, even in cases where the allotments had subsequently been cancelled or terminated.

34. He submitted that two distinct developments had now arisen which rendered the continued operation of the restraint imposed by the Order dated 30th October 2018 unwarranted and liable to be vacated. The first, he submitted was that 16 allottees, after the issuance of the IOD and well beyond the timeline contemplated in the said Order, had requested cancellation of their respective allotments and/or adjustment of the amounts paid by them against alternate allotments. He submitted that the Applicants had acceded to these requests and had either refunded the amounts or then adjusted the same accordingly, pursuant to which the concerned allottees had confirmed that they no longer claimed any right, title or interest in the respective flats. The second he submitted was that Clause 15 of the Consent Terms expressly provided that in the event of a default in payment for a period of six months from the due date, the allotment would stand forfeited and/or terminated. He pointed out that

upon such termination under Clause 15, the allottee in question ceases to have any subsisting right in the flat allotted. He thus submitted that as a necessary consequence, the injunction in paragraph 14 of the Order dated 30th October 2018 could not continue to operate in respect of allotments that stood terminated in accordance with the said clause.

35. Mr. Khandeparkar then pointed out that, in the present case, several allotments had in fact been terminated in accordance with Clause 15 of the Consent Terms as follows, viz.:

i. That 22 allottees were terminated since they had failed to respond for over eleven months, despite email communications issued in February 2024 and a Public Notice dated 10th June 2024. He pointed out that even the Plaintiffs' Advocates, who claim to represent all flat purchasers, had been unable to establish contact with those allottees and that it was in these circumstances that the allotments were terminated by a further Public Notice dated 4th January 2025 under Clause 15 of the Consent Terms.

ii. He further submitted that there was a serious apprehension that some among these 22 allottees may not even be genuine persons. In any event, he stated that the Applicants undertake, without prejudice to their rights and contentions, to refund the monies paid by such persons in accordance with Clause 15, subject to proof of identity, surrender of the original Letters of Allotment, and proof of payment through proper banking channels in the event any of these Allottees make a claim.

iii. That 9 allottees were terminated by letters dated 7th January 2026, as they were demanding allotments contrary to the Consent Terms and had failed to make payments for more than one and a half years despite repeated notices. Cheques for refund had been forwarded to their Advocate with instructions that the same be handed over upon compliance with the requisite conditions.

iv. That 6 allottees were also terminated under Clause 15 after failing to respond for more than one and a half years despite multiple reminders. The Applicants undertake to refund the amounts paid by these allottees in accordance with Clause 15, subject to compliance with the stipulated requirements.

36. He submitted that, out of the aforesaid allottees, only Plaintiff No. 12 was a party to the Suit, and the remaining persons were not even parties to these proceedings. He further submitted that, although Clause 15 had not yet been invoked in respect of Subhash Yewalkar and Vaishali Yewalkar, the Applicants reserved their right to take appropriate steps in accordance with law and the Consent Terms.

37. Mr. Khandeparkar then submitted that the continued operation of the injunction in paragraph 14, even in respect of flats where allotments had been cancelled or terminated, had caused grave financial prejudice to the Applicants who are unable to monetise the available inventory. He pointed out that the Applicants have expended approximately Rs. 84 crores towards making the Project developable, obtaining requisite permissions, effecting refunds and undertaking construction, and have acted bona fide throughout to implement the Consent Terms. A substantial majority of allottees have accepted allotments, and in appropriate cases, the Applicants have accommodated requests for cancellation and refund at their own cost.

38. In these circumstances, he submitted that this Court be pleased to vacate and/or clarify that the injunction contained in Paragraph 14 of the Order dated 30th October 2018 shall not apply to flats of purchasers/allottees who have opted for refund/cancellation/adjustment after the stipulated period or whose allotments have been or may be terminated in accordance with Clause 15 of the Consent Terms.

39. Mr. Simil Purohit, the Learned Senior Counsel appearing for the Defendant No. 8, i.e., Puravankara Limited, submitted that the Defendant No. 8 and the Mahesh Developers (erstwhile Kamla Mahesh Developers) had executed a Memorandum of Understanding ("**MoU**") dated 12th June 2014. The said MoU was executed amongst the Mahesh Developers and Defendant No. 8, who jointly undertook to develop the property at C.T.S.

Nos. 747, 748, 748/1 and 748/2, situated at Village Nahur, Taluka Kurla, District, Mumbai Suburban (i.e., suit property). He submitted that pursuant to said MoU, Puravankara Limited had paid a sum of Rs 10,00,00,000/- (Rupees Ten Crore) to the Mahesh Developers.

40. Mr. Purohit further submitted that as per Clause 17 of the Consent Terms dated 27th November 2017, which were filed in the captioned Suit, the Partners of the Mahesh Developers had agreed to repay an amount of Rs. 10,00,00,000/- (Rupees Ten Crores) being the amount refundable to the Defendant No. 8 under the MoU alongwith interest at the rate of 8% per annum to be computed from the date of execution of the MoU till actual payment. He also submitted that, as per Clause 18 of the said Consent terms, the Partners of the Mahesh Developers had agreed to repay Defendant No. 8 until 24th May 2018, and in the event of failure, the Mahesh Developers had agreed to repay with interest at the rate of 10% per annum from the date of default till the date of payment, and both parties had agreed that, in view of said payments, the MoU will stand terminated. He then submitted that the Defendant No. 8 addressed several Notices dated 29th April 2019 and 9th August 2022 to the Mahesh Developers, demanding repayment of the amounts Applicants owed to Defendant No. 8.

41. Mr. Purohit thus submitted that the Partners of the Mahesh Developers were in breach of the said Consent Terms as well as the Order dated 30th

October 2018 and were liable to pay to the Defendant No. 8 a sum of Rs. 19,04,05,485/- (Rupees Nineteen Crore Four Lakh Five Thousand Four Hundred and Eighty-Five) along with the default interest, i.e., 10% per annum with effect from 30th April 2019 till payment and realization thereof.

42. He submitted that the amount due as on 5th January 2023 was Rs. 19,04,05,485 (Rupees Nineteen Crore Four Lakh Five Thousand Four Hundred and Eighty-Five), which includes the following:

(a) Interest rate at 8% per annum on Rs. 10,00,00,000/- (Rupees Ten Crores) from 12th June 2014 till 29th April 2019, i.e., the sum of Rs.3,90,79,452/- (Rupees Crores Ninety Lakh Seventy Nine Thousand Four Hundred Fifty Two only) and

(b) Default interest, i.e., 10% per annum on Rs. 13,90,79,452/- (Rupees Thirteen Crore Ninety Lakh Seventy Nine Thousand Four Hundred and Fifty Two only) with effect from 30th April 2019 till 5th January 2023.

He submitted that the present Applicants viz. the partners of Mahesh Developers, have not responded to any of the Notices of Demand sent by the Defendant No. 8 and thus are in breach of the Consent Terms as well as Order dated 30th October 2018.

43. Mr. Khandeparkar, in response, submitted that the Applicants do not dispute the fact that monies were due and payable to Puravankara. He submitted that according to the Applicants, an amount of Rs. 20,66,00,000/- (Rupees Twenty Crores and Sixty-Six Lakhs only) was payable, which he submits that the Applicants undertake to pay within a period of 45-60 days from these Interim Applications being allowed.

44. Both the Interim Applications arise in the course of implementation of the Consent Terms dated 27th November 2017 and the Order dated 30th October 2018, the clear and overarching objective of which was the revival of the project while safeguarding the interests of genuine flat purchasers. It is therefore necessary to ensure that the Consent Terms and the Order of this Court by which the Consent Terms are made binding on non-parties are enforced in the spirit and for the objective for which they were entered into. This would, in my view, therefore also contemplate events post which would have to be resolved and/or interpreted in the manner best suited to ensuring the Consent Terms and the Orders of this Court are implemented for the object sought to be achieved therein.

45. It is evident from the material on record that the Applicants have taken substantial steps towards revival of the project, including obtaining requisite statutory permissions, securing commencement certificates, registering the project under RERA, issuing Public Notices pursuant to orders of this Court, and engaging with allottees. The Applicants have

expended a huge amount of Rs. 84,09,00,000/- (Rupees Eighty-Four Crores Nine Lakhs only) in ensuring that the project proceeds. Thus, the Applicants' bona fides and commitment to the project are clearly established. Also, a considerable number of allottees have either accepted fresh allotments or sought refunds, and the project has demonstrably progressed well. There is in fact, no dispute about this from any of the stakeholders.

46. It was also not in issue before me that this Court had the power to grant the clarifications and/or modifications that have been sought by the Applicants and which really arise out of events post the Consent Terms and the Order dated 30th October 2018. After hearing Mr. Khandeparkar, I am of the view that the Consent Terms and the Order dated 30th October 2018 would have to be clarified to the extent that has been sought for given the subsequent events, some of which are in fact as a direct consequence of the Consent Terms and the Order dated 30th October 2018 having been given effect to. In my view, to deny the Applicants the reliefs sought for would really be to stymie the very object and intent of the Consent Terms and the Order dated 30th October 2018.

47. In coming to the objection of Puravankara, Mr. Khandeparkar has undertaken to make payment of an amount of Rs. 20,66,00,000/- (Rupees Twenty Crores and Sixty-Six Lakhs only) within 45 to 60 days from the date of passing of this Order. Though there is a dispute with regard to the

balance, in my view, the Interim Applications can be allowed by accepting this undertaking, and the balance, if any, shall remain to be worked out and adjudicated separately.

48. In light of the above, I pass the following order:

    i. Interim Application No. 39 of 2025 is allowed in terms of prayer clauses (a), (b), (e), and (f),

    ii. Interim Application (L) No. 5120 of 2025 is allowed in terms of prayer clauses (a) and (b).

    iii. Mahesh Developers shall pay Rs. 20,66,00,000/- (Rupees Twenty Crores Sixty-Six Lakhs only) to Puravankara Limited within the outer period of 60 days from the date of this Order.

49. Chamber Summons No. 229 of 2017, Interim Application No. 411 of 2016 and Interim Application No. 3621 of 2025, in the Commercial Suit No. 524 of 2017, shall be taken up on **9th March 2026**.

[ARIF S. DOCTOR, J.]

Vaibhav