

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

SUIT NO. 109 OF 2026

Alpesh Narpatchand Jain

...Plaintiff

Versus

Sandeep Babulal Gada & Ors.

...Defendants

WITH

INTERIM APPLICATION NO. 2508 OF 2026

WITH

INTERIM APPLICATION NO. 2522 OF 2026

IN

SUIT NO. 109 OF 2026

Ms. Rima Desai a/w Ms. Nupur Desai i/b I. C. Legal, for the Plaintiff.

Mr. Aditya Lele a/w Ms. Swamini Thite, for Defendant No.2.

Mr. Ashwini Kumar, for Defendant Nos.1, 3, 4, 5 and 6.

Mr. K. R. Tiwari i/b K. R. Tiwari & Co., for Defendant No.6.

CORAM : ARIF S. DOCTOR, J.

DATE : 8th MAY, 2026

P.C.

1. Learned counsel for the parties have today tendered two sets of Consent Terms, both are dated 6th May 2026. The first Consent Terms are executed between the Plaintiff and Defendant Nos.1, 3, 4, 5 and 6. The execution of the Consent Terms is duly supported by the report of the Section Officer of this Court, which reads thus:

"The signatories have admitted the contents of the Consent Terms and the same is duly signed by their representatives, out of their free will without any undue influence and coercion."

2. Having due regard to the fact that the Consent Terms have been duly executed. The same are marked as "X" for identification and taken on record.

3. The undertakings given in the Consent Terms are accepted as undertakings given to the Court.

4. The other Consent Terms are entered into between the Plaintiff and Defendant No.2. The execution of the Consent Terms is also duly supported by the report of the Section Officer of this Court, which reads thus:

"The signatories have admitted the contents of the Consent Terms and the same is duly signed by their representatives, out of their free will without any undue influence and coercion."

5. Having due regard to the fact that the Consent Terms have been duly executed. The same are marked as "Y" for identification and taken on record.

6. The undertakings given in the Consent Terms are accepted as undertakings given to the Court.

7. Learned counsel for the Plaintiff then points out that, as per the said Consent Terms, certain documents, which are more particularly set out in clause 7 of the Consent Terms, namely, the Agreement for Sale dated 13th December, 2024 registered under Sr. No. BDR-16-19904-2024 (Exhibit "D" to the Plaintiff) and the impugned Specific Power of Attorney dated 11th December, 2024 registered under Sr. No. BBI-3-25339-2024 (Exhibit "C" to the Plaintiff), on copies of impugned Agreement for Sale dated 13th December, 2024 registered under Sr. No. BDR-16-19904-2024 (Exhibit "D" to the Plaintiff) and the impugned Specific Power of Attorney dated 11th December, 2024 registered under Sr. No. BBI-3-25339-2024 (Exhibit "C" to the Plaintiff), are to be returned by the Defendants to the Plaintiff.

8. Let this be done within a period of two weeks from today. On return of the aforesaid documents, the parties shall take the appropriate steps for cancellation thereof. The Defendants undertake to cooperate in that regard.
9. The captioned Suit is disposed of in terms of the Consent Terms.
10. In view of disposal of the captioned Suit, nothing further survives in the Interim Applications and the same are accordingly disposed of.
11. Refund of Court fees, if any, as per rules.

[ARIF S. DOCTOR, J.]