



Swapnil

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL SUIT (L) NO. 21024 OF 2025

1. Transcon Developers Pvt. Ltd.
A company incorporated under the provisions of the Companies Act, 1956, having its registered office at Transcon Triumph, CTS No. 720 (Pt), Oshiwara Village, Veera Desai Rd, Near Oberoi Springs, Off New Link Rd, Andheri West, Mumbai -400 053.
2. Transcon Skycity Pvt. Ltd.
A company incorporated under the provisions of the Companies Act, 1956, having its registered office at 622B/1, Goshala Compound, L.B.S Marg, Mulund (west), Mumbai – 400 080.
3. PK Fortunes LLP
A limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 202, C-wing, Waterford Building, Above Navnit Motors, C D Barfiwala Lane, Andheri (West) Mumbai 400 058.
4. Alleato Mercantiles LLP
A limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Transcon Triumph, CTS No. 704, Veera Desai Road, Oshiwara Village, Andheri (West.) Mumbai – 400 053.

5. Transcon Bellaria LLP

A limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 302, C-wing, Waterford Building, Above Navnit Motors, C D Barfiwala Lane, Andheri (West) Mumbai 400 058.

6. Ascencio Realtors LLP

A limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 802, Plot 12, Nutan-Laxmi CHS Ltd, N S Rd 10, JVPD Vile Parle (West), Above Axis Bank, Mumbai-400 056.

...Plaintiffs

VS.

1. Anchor Point Developer Pvt. Ltd.

Formerly known as SKS Infrabuild Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 2013 having its registered office at 501B, Elegant Business Park, Andheri Kurla Road, J. B. Nagar, Andheri (East), Mumbai City, Mumbai-400 059.

2. Nismaaya Infrabuild LLP.

A limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 501B, Elegant Business Park, Andheri Kurla Road, J. B. Nagar, Andheri (East), Mumbai City, Mumbai-400 059.

3. Nirmohaaya Infrabuild LLP.
A limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 501B, Elegant Business Park, Andheri Kurla Road, J. B. Nagar, Andheri (East), Mumbai City, Mumbai-400 059.
4. Mr. Anil Gupta
An Adult Indian inhabitant, having his officer address at 501B, Elegant Business Park, Andheri Kurla Road, J. B. Nagar, Andheri East, Mumbai City, Mumbai, Maharashtra J.B. Nagar, Mumbai, 400059 and 3B, Satra Signature, Gulmohar Cross Road, Vile Parle (West), Juhu, Mumbai-400 049.
5. Mr. Anish Gupta
An adult Indian Inhabitant, years, having his office address at 501B, Elegant Business Park, Andheri Kurla Road, J. B. Nagar, Andheri East, Mumbai City, Mumbai, Maharashtra, J. B. Nagar, Mumbai, Mumbai, 400 059 and 3B, Satra Signature, Gulmohar Cross Road, Vile Parle (West), Juhu, Mumbai- 400 049.
6. Yukti Infraprojects LLP.
A limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 501B, Elegant Business Park, Andheri Kurla Road, J. B. Nagar, Andheri East, J.B. Nagar, Mumbai, Mumbai-400 059.

7. Greenfinity Developers LLP.
A limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at C-109, Hind Saurashtra Industrial Estate, Andheri East, Mumbai, Marol Naka, Mumbai, Mumbai- 400 059.
 8. Mr. Hemanshu Mehta
An Adult Indian inhabitant, aged 61 years, having his office address at 401, glen Eagle Building Mhada Colony Opposite Irla Masjid Parle West, Mumbai.
 9. Mrs. Sangeeta Anil Gupta.
An Adult Indian inhabitant, having her office address at 501B, Elegant Business Park, Andheri Kurla Road, J. B. Nagar, Andheri East, Mumbai City, Mumbai, Maharashtra, J. B. Nagar, Mumbai, Mumbai – 400 059.
 10. Mrs. Kirti Kedia
An adult Indian inhabitant, aged 62 years, having his office address at 302, C Wing, Waterford Building, Above Navnit Motors, C S Barfiwala Lane, Andheri (West), Mumbai – 400 058.
 11. Tapas Business Advisory Private Limited. A Company registered under the Companies Act, 2013 having its office at Unit No. C-109, 85/89, M. V. Road, Hind Saurashtra Industrial Estate, Marol Naka, Andheri (East), Mumbai 400 059.
- ... Defendants

**WITH
SUITS NO. 126 OF 2025**

1. Anchor Point Developers Private Limited. (Earstwhile SKS Infrabuild Private Limited) 501B, Elegant Business Park, Andheri Kurla Road, J. B. Nagar, Andheri (East), Mumbai- 400059.
2. Nirmohaaya Infrabuild LLP
501B, Elegant Business Park, Andheri Kurla Road, J. B. Nagar, Andheri (East), Mumbai – 400059.

... plaintiffs

VS.

1. Om Samruddhi Sites Private Limited.
Unit No. C-109, Hind Saurashtra Industrial Estate, Andheri East, Mumbai – 400 059
2. PK Fortunes LLP.
C-302, 3rd Floor, Waterford Bldg, Juhu Galli, Above Navnit Motors, Andheri (West), Mumbai – 400058.
3. Transcon Bellaria LLP.
302, Wing “V”, Waterford Building, Above Navnit Motors, C. D. Barfiwala Land, Andheri (W), Mumbai-400058.
4. Green Park Co-operative Housing Society Ltd.
Link Road, Mith Chowky, Malad (W), Mumbai 400064.

...Defendants

Mr. Yash Momaya, Ms. Nupur Desai, Mr. Dhir Pandit i/b. IL Legal for the plaintiffs in COMS(L) No. 21024 of 2025 and for defendant nos. 1 to 3 in Suit No. 126 of 2025.

Note : This is the corrected order pursuant to speaking to minutes order dated 30th January 2026

Mr. Karl Tamboly and Mr. Abhishek Kothari a/w. Mrs. Jasmine Kachalia, Mr. Viren Mandhle and Mr. Sahil Singh i/b. M/s. Wadia Ghandy & Co. for the Plaintiffs in Suit No. 126 of 2025 and Defendant Nos. 1, 3 and 5 in Commercial Suit (L) No. 1, 3 and 5.

Mr. Ritesh K. Jain a/w. Mr. Kalpesh Bandra a/w. Mr. Krishkumar A. Jain for defendant nos. 10 and 11 in COMS(L) No. 21024 of 2025.

Jitendra Jain (through V.C.) for defendant no.8.

Mr. Abhishek Kothari a/w. Mr. Avesh Ganja i/b. Satyaki Law Associates for defendant no.6 in COMS (L) No. 21024 of 2025.

Ms. Bhavya R. Shah a/w. Mr. Yash Chheda and Mr. Nivit Srivastava i/b. Maniar Srivastava Associates for defendant no.2 in COMS (L) No. 21024 of 2025.

CORAM : GAURI GODSE, J.

DATE : 28th JANUARY 2026

ORDER :

1. As per the administrative order, the regular suit is assigned to this court, to be heard along with commercial suit.

2. Learned counsels for the parties have tendered consent terms dated 24th December 2025 which is duly notorized.

3. Learned counsels for the parties submit that the parties have amicably settled the dispute which is subject matter of both the suits and they have signed the settlement agreement dated 24th December 2025. The true copy of the settlement agreement is annexed as Exhibit B to the consent terms. They submit that the original settlement agreement is to be submitted before the Apex Court in the pending appeal. The parties have agreed to settle the dispute in both the suits in terms of the settlement agreement.

4. In the commercial suit, defendant no.11 is proposed to be added in view of the terms agreed in the consent terms. Learned counsel for the plaintiff in the commercial suit has tendered the draft amendment which is taken on record. He seeks leave to amend the suit in terms of the draft amendment. In view of the settlement between the parties, amendment is allowed in terms of the draft amendment. Amendment to be carried out within two weeks. Since, the amendment is pursuant to the settlement agreement between the parties reverification is dispensed with.

5. Learned counsels for the parties submit that except defendant no.4 in Suit No. 126 of 2025 all the parties

including the added defendant no.11 in the commercial suit have signed the consent terms. The consent terms are also signed by the respective advocates for the parties. They further submit that all the signatories have joined through video conferencing. The parties who have joined through video conferencing, admit their signatures and the correctness of the contents of the consent terms. All the signatories are identified by the respective advocates.

6. Learned counsels for the parties submit that the settlement agreement and the consent terms would not affect in any manner the rights of defendant no.4 in Suit No. 126 of 2025. Learned counsel for the plaintiff in Suit No. 126 of 2025, therefore, seeks leave to withdraw the suit as against defendant no.4. Leave granted.

7. Suit No. 126 of 2025 is dismissed as withdrawn as against defendant No.4.

8. I have perused the consent terms and the settlement agreement. The terms of the consent terms are in conformity with the settlement agreement. Learned counsels for the parties submit that the settlement terms were tendered before the learned mediator and the copy of the settlement

agreement along with the mediation report is forwarded to the Apex Court. The parties have agreed to produce the original settlement agreement before the Apex Court. Learned counsels for the parties submit that all the authority letters of the signatories are annexed to the consent terms.

9. The consent terms dated 24th December 2025 is taken on record and marked as 'X' with today's date for identification.

10. It is clarified that the consent terms and this order passed in terms of the consent terms would not be binding upon the defendant no.4 in the regular suit.

11. The assurances and undertakings recorded in the consent terms and the settlement agreement are accepted as undertakings to this court. Both the suits are disposed of in terms of the consent terms.

12. In view of paragraph 12.4 of the settlement agreement read with paragraph 6 of the consent terms, this order alongwith the consent terms shall be treated as enforceable decree. Hence, formal drawing up of the decree is dispensed with.

13. The parties are at liberty to apply for refund of court fees as permissible under the rules.

[GAURI GODSE, J.]