

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

SUIT NO. 144 OF 2025

Dotom Archbuild LLP

...Plaintiff

Versus

Borivali (East) Patrakar Sadan Co-operative

Housing Society Ltd.

...Defendant

WITH
INTERIM APPLICATION NO. 4806 OF 2025

IN
SUIT NO. 144 OF 2025

Mr. Arup Pareira a/w Mr. Vijay Poojari and Mr. Aditya Hegde i/b Shiralkar & Co., for the Plaintiff.

Mr. Nirav Shah a/w Ms. Niharika Singh i/b Little & Co., for the Defendant.

CORAM : ARIF S. DOCTOR, J.

DATE : 4th MAY, 2026

P.C.

1. Learned counsel for the parties have today tendered Consent Terms, by which it is submitted that the disputes and differences between the parties in the captioned Suit have been amicably resolved. The execution of the Consent Terms is duly supported by the report of the Section Officer of this Court, which reads thus:

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

2. In view of the fact that the Consent Terms have been validly executed, the same are marked as "X" for identification and are taken on record.
3. Needless to state that these Consent Terms shall be binding only upon the parties to the Suit and shall not in any manner be binding upon any third party/non-signatory to the said Consent Terms.
4. The captioned Suit is disposed of in view of the Consent Terms.
5. Though the suit was to proceed as undefended against Defendant No.1, in light of the Consent Terms, the same is now disposed of with no costs.
6. A soft copy of the Consent Terms will be uploaded as the second order in this matter. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.
7. All pending applications are disposed of.
8. Refund of Court fees, if any, as per rules.

[ARIF S. DOCTOR, J.]