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

SUIT NO. 245 OF 2025

R.S. Mega Realtors LLP
Formerly Known as R.S. Infra Contract Pvt. Ltd. .. Plaintiff
Versus
Nishchit Builders and Developers Pvt. Ltd. and
Anr. .. Defendants

-
- Ms. Pranjali Bhandari, Advocate for Plaintiff.
-

CORAM : MILIND N. JADHAV, J.

DATE : FEBRUARY 18, 2026.

P.C.:

1. Heard Ms. Bhandari, learned Advocate for Plaintiff.
2. This is a Suit filed by Plaintiff against Defendants.
3. On 23.09.2025, this Court (Coram: Sandeep V. Marne, J.)

passed the following order:-

“1) Plaintiff and Defendant No.2 have compromised the dispute amongst themselves. Consent terms are tendered in the Court. By resolution dated 14 August 2025 Plaintiff had authorised Mr. Sandeep Mehta and Mr. Lalji Premchand Kurmi to sign the consent terms. The consent terms are signed by Mr. Sandeep Mehta. However, Mr. Lalji Premchand Kurmi is personally present before the Court and he admits the authority of Mr. Sandeep Mehta to sign the consent terms on behalf of the Plaintiff. He also identified the signature of Mr. Sandeep Mehta. The consent terms are also signed by Director of Defendant No.2. The consent terms are taken on record and marked ‘X’ for identification. Statements made in the consent terms are accepted as undertakings given to the Court.

2) The Suit stands decreed only qua Defendant No.2 in terms of the consent terms. The Suit shall now proceed only against Defendant No.1.”

4. By virtue of the above order, today Consent Terms dated 18.02.2026 executed between Plaintiff and Defendants are filed in Court and the same is taken on record and marked 'X' for identification. There is a reference to the said Consent Terms now filed by Plaintiff and Defendant No.1 in paragraph Nos.8 and 10.

5. Today, Defendant No.1 is present in Court. He is identified and Aadhaar card has been seen by the Court. He is identified by the Advocate for Plaintiff. He would submit that he has not appointed any Advocate to represent him and since the matter is settled between parties, he appears personally. His presence is marked by the Court. They are present in Court and confirm execution of the Consent Terms.

6. Consent Terms are running into 13 pages. For the sake of reference, Consent Terms are scanned and reproduced below:-

CORAM : MILIND N JADHAV, J.
 Date : 18-2-2025
 Tendersel in court *Adm*

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 SUIT NO. 245 OF 2025
 (SUIT (LD.) NO. 3226 OF 2025)

R.S. Mega Realtors LLP)
 Formerly known as R.S. Infra)
 Contract Pvt. Ltd.)
 Through its partner Sandeep Mehta)
 Having office at 203, B Wing,)
 Sai Baba Enclave)
 Behind Citi Centre, Goregaon (West),)
 Mumbai - 400104.) **...Plaintiff**

Versus

1. Nischit Builders and Developers)
 Pvt. Ltd.)
 Through its director Dileep Hariram)
 Lohar)
 Having registered office at)
 Flat No. 22, ground floor, Wing A,)
 Sambhaji Nagar CHS Ltd.)
 Akurli Road, Kandivali (East),)
 Mumbai - 401 101)

2. Dhariwal Developers (India))
 Pvt. Ltd.)
 Through its director Sanjeev Malhotra)

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Having registered office at 216/172,)
 6th Road, Motilal Nagar No. 1,)
 Goregaon (West), Mumbai – 400 104) ...Defendants

**CONSENT TERMS BETWEEN THE PLAINTIFF AND
 DEFENDANT NO. 1**

1. The Plaintiff has filed the Suit seeking declaration that the Plaintiff is the sole owner of all that pieces and parcels of land together with several tenanted structures standing thereon bearing (1) Survey No. 51, Hissa No. 2 admeasuring 3 gunthas corresponding to CTS No. 830 admeasuring 236.60 sq. mtrs. and (2) land bearing Survey No. 51, Hissa No. 3, admeasuring 1 acre and 12 – ¼ gunthas corresponding to CTS No. 832 admeasuring 5796.1 sq.mtrs., in aggregate admeasuring 6032.70 situated at Village Kandivali, Taluka Borivali, Mumbai Suburban and otherwise situate at Gandhi Nagar, Lalji Pada, New Link Road, Kandivali (West), Mumbai – 400 067 together with all the things permanently attached thereto or standing there on and all the liberties, privileges, easements and advantages appurtenant there to and all the estate, right, title, interest, use, inheritance, possession, benefit, claims and demand (Hereinafter referred to as the “Suit property”).
2. The Suit Property is purchased entirely at the cost and contribution of Plaintiff but jointly in the name of the

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Plaintiff and the Defendants in parts by five registered Deeds of Conveyance dated (i) 23.08.2011 bearing registration no. 8103 of 2011, (ii) 23.08.2011 bearing registration no. 8114 of 2011, (iii) 23.08.2011 bearing registration no. 8123 of 2011, (iv) 23.08.2011 bearing registration no. 8108 of 2011, (v) 23.08.2011 bearing registration no. 8119 of 2011. The said Sale Deed were executed with a mutual understanding that the Plaintiff and the Defendants would bear in equal proportion the expenditure and/or all outgoings which would arise for acquisition and development of the suit property in order to secure equitable distribution of final responsibility and liability.

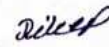
3. It is agreed and confirmed that due to unavailability of funds with the Defendants, the Plaintiff agreed to bring the entire amount of purchase price at the time of execution of deeds of conveyance.
4. It is agreed and confirmed that due to certain discrepancies and errors in the original conveyance deeds, the Plaintiff and Defendants executed five Deeds of Rectification dated 04.10.2023 rectifying the five original Conveyance Deeds dated 23.08.2011.
5. It is agreed and confirmed that due to financial difficulties of the Defendant No.1, the Defendant No.1 is unable to pay the 1/3rd purchase price of the Suit property to the Plaintiff.



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6. It is agreed that the Defendant No. 1 has decided to waive its right, title, interest, and claim in the Suit property in favour of the Plaintiff without any consideration.
7. It is agreed and confirmed that the Defendant No. 1 has released its 33.34% of his, title, interest, and claim in the Suit property i.e. all that piece and parcels of land together with several tenanted structures standing thereon bearing (1) Survey No. 51, Hissa No. 2 admeasuring 3 gunthas corresponding to CTS No. 830 admeasuring 236.60 sq. mtrs. and (2) land bearing Survey No. 51, Hissa No. 3, admeasuring 1 acre and 12 – ¼ gunthas corresponding to CTS No. 832 admeasuring 5796.1 sq.mtrs., in aggregate admeasuring 6032.70 situated at Village Kandivali, Taluka Borivali, Mumbai Suburban and otherwise situate at Gandhi Nagar, Lalji Pada, New Link Road, Kandivali (West), Mumbai – 400 067 and in the Registration District of Mumbai Suburban and in the Registration Sub- District of Borivali and within the limits of the Municipal Corporation of Greater Mumbai and more particularly described in the schedule hereunder written together with all the things permanently attached there to or standing there on and all the liberties, privileges easements and advantages appurtenant thereto and all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand in favour of the Plaintiff.



8. The Plaintiff has already filed the consent terms with the Defendant No. 2 and obtained its 33.33% undivided share, right, title, interest and claim in the Suit property and enhanced its share to 66.66% in the Suit property.
9. It is agreed and confirmed that the Defendant No. 1 submits to the Decree of releasing 33.34% of its, title, interest, and claim in the Suit property. It is agreed between the Plaintiff and the Defendant No.1 that they shall execute a Release Deed for release of Defendant's 33.34% share in the suit property and the Consent Terms and the Release Deed shall operate as a Decree for enhancing the undivided share of the Plaintiff in the Suit property from 66.66% to 100% and all survey and revenue authorities shall act on the release deed to enter the mutation entry, names on property card, carry out survey/measurements etc. The Defendant No. 1 undertakes to execute and register a Release Deed in the above terms in favour of the Plaintiff. Plaintiff agrees to bear the stamp duty and registration fees payable in respect of the release deed to be registered.
10. It is further agreed, confirmed and declared that the Plaintiff is entitled to and is the sole owner having 100% of share of the Suit property in view of the present Consent terms, Consent terms between Plaintiff & Defendant no. 2 and Sections 45 and 46 of the Transfer of Property Act, 1882.

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11. In view of the Defendant No.1 accepting the claim of the Plaintiff that the Plaintiff has alone paid the entire consideration for the aforesaid Sale Deeds and in view of the inability of the Defendant No.1 to pay 1/3rd market value of Suit properties to the Plaintiff, the Defendant No.1 has entered into these terms and has submitted to a Decree in terms of prayer clause (a) of the Plaint. In view of this, the Plaintiff has agreed not to press prayer clause (b) of the Plaint as against the Defendant No.1.
12. All undertakings given to the court are accepted.
13. It is further agreed and confirmed that director of Defendant No. 1 has attached his Aadhar Card copy as a proof of identity to this consent terms.
14. The copies of the Resolution of both the Plaintiff company and Defendant No. 1 company are annexed herewith.s
15. Plaintiff agrees to bear the costs, charges and expenses of the suit.

Dated 18th February, 2026

For R.S. Mega Realtors LLP


Partners
Mr. Sandeep Mehta
(Partner of M/s. R.S. Mega Realtors LLP)
Plaintiff

For NISHCHIT BUILDERS & DEVELOPERS PVT. LTD.



Director

Mr. Dileep Hariram Lohar

(Director of Nischit Builders and Developers Pvt. Ltd.)

Defendant No. 1



Advocate for the Plaintiff

Annexures

1. Copy of Resolution dated 24/8/2025 passed by the Plaintiff
2. Copy of Resolution dated 23/1/2026 passed by the Defendant No. 1

R.S.MEGA REALTORS LLP.

103 B- SAIBABA ENCLAVE 3 GOREGAON WEST MUMBAI-400104

RESOLUTION OF THE PARTNERS OF R.S MEGA REALTORS LLP

A meeting of the Partners of R S Mega Realtors LLP was duly convened and held on 14TH AUG, 2025 at the registered office of the LLP, after due notice and quorum being present, the following resolution was passed

RESOLVED THAT the Partners of the LLP hereby authorize Mr. Sandeep Mehta (partner) and Mr Lalji Kurmi (Authorised Representative), to sign, execute, affirm, verify and file all documents, pleadings, applications, affidavits, vakalatnamas, consent terms and such other related papers as may be necessary, desirable or expedient in connection with the suit filed before the Hon'ble High Court of Bombay, on behalf of the LLP

FURTHER RESOLVED THAT Mr. Sandeep Mehta (partner) and Lalji Kurmi (Authorised Representative) and is hereby authorized to negotiate, finalize, sign and execute Consent Terms with the opposite parties and/or their representatives and to submit the same before the Hon'ble High Court of Bombay, and to do all such acts, deeds, matters and things as may be required in relation to or incidental to the aforesaid suit

FURTHER RESOLVED THAT all acts, deeds and things lawfully done by Mr. Sandeep Mehta and Lalji Kurmi in this regard shall be deemed to have been done by and with the authority of the LLP and shall be binding on the LLP.

For R.S Mega Realtors LLP partners

For R.S. Mega Realtors LLP

[Signature] *[Signature]*
Partners

[Signature]

*True Copy
Filed
Advocate for Plaintiff*

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NISHCHIT BUILDERS AND DEVELOPERS PRIVATE LIMITED

03, B Wing, Building No. 3, Sai Baba Enclave, S.V Road,
Near Citi Centre, Goregaon West, Mumbai – 400104
CIN: U45202MH2010PTC205352 Email: sandeep_traders@yahoo.in Contact: 9987467163

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE 04/2025-26 MEETING OF THE BOARD OF DIRECTORS OF NISHCHIT BUILDERS AND DEVELOPERS PRIVATE LIMITED HELD ON FRIDAY, THE 23RD DAY OF JANUARY, 2026 AT 11:00 AM AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 03, B WING, BUILDING NO. 3, SAI BABA ENCLAVE, S.V ROAD, NEAR CITI CENTRE, GOREGAON WEST, MUMBAI – 400104 MAHARASHTRA.

Approval for authorising a director to Sign, Execute, Deliver, Submit and Register Documents in connection with the Business and Affairs of the Company:

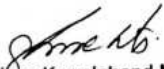
"RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and other applicable provisions, if any, Mr. Dileep Hariram Lohar (DIN: 11123949), Director of the Company, be and is hereby authorized on behalf of the Company to sign, execute, deliver, submit and register all deeds, documents, agreements, undertakings, affidavits, applications, forms, letters, declarations and writings of whatsoever nature as may be required in connection with the business and affairs of the Company."

RESOLVED FURTHER THAT the said Director be and is hereby authorized to represent the Company before any Government, Semi-Government, Local Authority, Statutory Authority, Registrar of Companies, Banks, Financial Institutions, Courts, Tribunals or any other authority and to do all acts, deeds and things as may be necessary, expedient or incidental for the aforesaid purpose.

RESOLVED FURTHER THAT all acts done and documents executed pursuant to this Resolution shall be binding on the Company."

CERTIFIED TRUE COPY

For Nishchit Builders and Developers Private Limited


Mr. Sandeep Kewalchand Mehta
(Director)
DIN : 02418015

Date: 23/01/2026
Place: Mumbai

*True Copy
Fibhandan
Advocate for Plaintiff*

 **भारत सरकार**
Government of India 

 **संदीप केवलचंद मेहता**
Sandeep Kevalchand Mehta
जन्म तारीख / DOB : 08/01/1973
पुरुष / Male



4660 8051 6367

माझे आधार, माझी ओळख

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	भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India	
पत्ता वडिलाचे/आईचे नांव: केवलचंद मेहता, बी/ 3, बिल्डिंग नं. 3, साईबाबा एन्क्लेव, एस.व्ही.रोड, सिटी सेंटर मागे, गोरेगाव वेस्ट, मुंबई, मोतीलाल नगर, मुंबई, महाराष्ट्र, 400104 Address: S/O: Kavalchand Mehta, B/ 3, Building No. 3, Saibaba Enclave, S.V.Road, Behind Citi Centre, Goregaon West, Mumbai, Motilal Nagar, Mumbai, Maharashtra, 400104		
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Bhandari
Advocate for Plaintiff*

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भारत सरकार
Government of India

आधार

दिलीप हरिराम लोहार
Dileep Hariram Lohar
जन्म तिथि/DOB: 01/10/1998
पुरुष/ MALE

Download Date: 28/10/2020

Issue Date: 10/07/2020

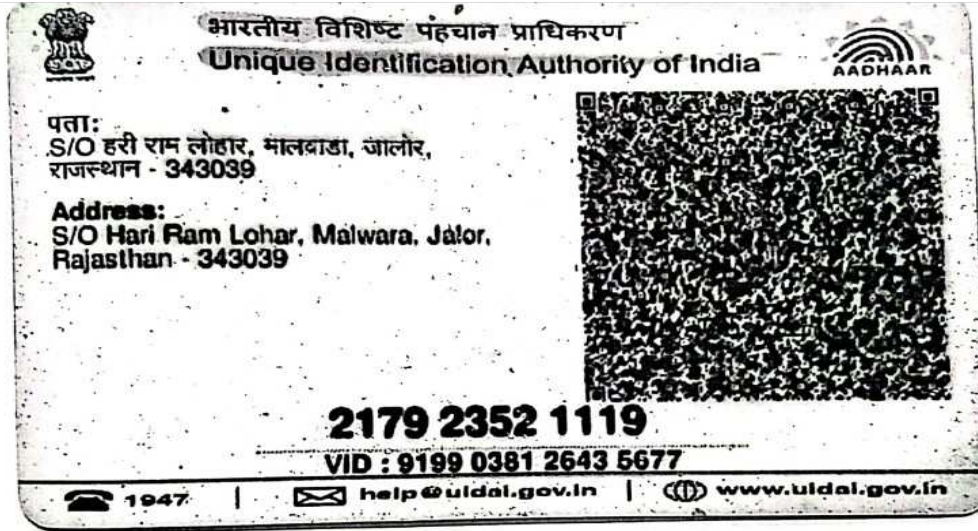
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मेरा आधार, मेरी पहचान

Dileep

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Rishandani
Advocate for Plaintiff*

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7. Order in terms of the Consent Terms.
8. The obligations and undertakings given by the parties in the Consent Terms are recorded and accepted as undertakings given to this Court.

9. Parties are directed to abide by the same.
10. Suit is decreed in terms of the Consent Terms.
11. Refund of Court fees as per Rules.
12. In view of the above, Suit is disposed.

[MILIND N. JADHAV, J.]

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by AJAY
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