

Ajay

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

SUIT NO. 384 OF 2025

Metroglobal Limited	.. Plaintiff
Versus	
Parag Kunj Finvest Private Limited and Ors.	.. Defendants

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- Mr. Rajneesh Jaiswal, Advocate for Plaintiff.
 - Mr. Aamir Qureshi a/w. Mr. Vinayak R. Garje, Advocates for Defendant Nos.1 to 3.

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CORAM : MILIND N. JADHAV, J.
DATE : FEBRUARY 02, 2026.

P.C.:

1. Heard Mr. Jaiswal, learned Advocate for Plaintiff and Mr. Qureshi, learned Advocate Respondent Nos.1 to 3.

2. It is an irony that despite the Suit having been disposed of by consent of parties and parties having filing Consent Terms on 13.11.2025, the directions contained in the aforesaid order in paragraph No.6 of the Plaintiff for receiving Rs.2.5 crores at the inception stage still elude the Plaintiff. The matter has been kept intermittently before me on various occasions due to the initial cheques given by Defendant Nos.1, 2 and 3 having been dishonoured in the past.

3. Mr. Jaiswal appearing on behalf of Plaintiff has shown enormous restraint. It is seen that against the promised initial amount of Rs.2.5 crores, 5 cheques of Rs.50 lakhs were given alongwith the Consent Terms, but they were not honoured. Rs.1 crore was however paid to the Plaintiff thereafter.

4. Mr. Qureshi thereafter took instructions and persuaded the Court to allow his clients namely Defendants to first raise the balance amount and pursuant to order passed on 14.01.2026 and 28.01.2026, today has handed over a cheque of Rs.1.5 crores bearing No.1001 dated 12.02.2026 drawn by Defendant No.2 – Girish Rajnikant Shah. Defendant No.3 is present in Court today and informed the Court that Defendant No.2 is outstation today. Defendant No.3 informs the Court that Defendants are making arrangements to ensure that the aforesaid cheque will be honoured. Defendants have already paid part amount of Rs.1 crore as per the directions contained in clause 19 of the Consent Terms.

5. Considering the request made by Mr. Qureshi and the affirmative action on behalf of Defendants, every opportunity needs to be given to Defendants to show their *bonafides*.

6. In that view of the matter, the aforesaid cheque is handed over to Mr. Jaiswal in Court on behalf of Plaintiff. Plaintiff shall encash the cheque on the due date i.e. 12.02.2026 and accordingly apprise the

Court on the next date after which further orders will be passed.

7. Defendants are warned by the Court that the aforesaid cheque will not be dishonoured and they shall make every endeavour to ensure that the cheque is honoured, failing which this Court will have to step in and pass appropriate orders in accordance with law in that case.

8. Mr. Qureshi is also handing over a file containing copies of documents of an immovable property situated at Bhiwandi to Mr. Jaiswal, Advocate for Plaintiff. This is in view of the further directions contained in the order dated 13.11.2025 whereby parties have mutually agreed to settle their balance claim and *lis* mutually. The originals of these documents of the property at Bhiwandi are with the Defendants. They shall make the said originals available to Mr. Qureshi for inspection in the office of their Advocate within a period of one week from today. Mr. Jaiswal shall go and take inspection of the original documents in Mr. Qureshi's office and accordingly apprise the Court on the next adjourned date about his submissions thereon.

9. In the meanwhile, injunction which is already granted by this Court shall stand continued on the properties belonging to Defendants until the Consent Terms are duly and fully honoured.

10. Both the learned Advocates will cooperate with each other for the purpose of giving inspection of the property documents to

enable them to make submissions on the next adjourned date.

11. List the Suit on Board on **25th February 2026**. To be listed under the caption '**For Directions**'.

[MILIND N. JADHAV, J.]

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