

Ajay

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL SUIT NO. 85 OF 2025**

National Realty Pvt. Ltd.

.. Plaintiff

Versus

Mighty Instrument & Trading LLP

.. Defendant

WITH
INTERIM APPLICATION NO. 262 OF 2026
WITH
INTERIM APPLICATION NO. 7807 OF 2025
WITH
INTERIM APPLICATION NO. 6162 OF 2025
WITH
INTERIM APPLICATION NO. 6161 OF 2025
WITH
INTERIM APPLICATION NO. 4465 OF 2025
IN
COMMERCIAL SUIT NO. 85 OF 2025

-
- Mr. Kunal Dwarkadas a/w. Mr. Abinash Pradhan, Ms. Garima Agrawal and Mr. Yash Dedhia, Advocates i/by Wadia Ghandy and Co. for Plaintiff.
 - Mr. Karan Bhide and Ms. Nisha Bagal, Advocates i/by M/s. Dave & Girish & Co. for Defendant.

.....
CORAM : MILIND N. JADHAV, J.

DATE : MARCH 25, 2026.

P.C.:

1. Heard Mr. Dwarkadas, learned Advocate for Plaintiff and Mr. Bhide, learned Advocate for Defendant.

2. The disputes in the present Suit arise in connection with a document titled as 'Term Sheet' dated 5th April 2025 ("**said Term Sheet**") executed between the Plaintiff and Defendant relating to the sale of the office Premises No. 32 admeasuring 3,275 square feet

(built-up area) [2,790 square feet carpet area], on the 3rd floor of the building known as 'Sakhar Bhavan', standing on the piece and parcel of land bearing Plot No. 203 of Block No. III of Backbay Reclamation, Nariman Point, Mumbai 400021, along with related shares comprised in Share Certificate No. 05 issued by Sakhar Bhavan Premises Cooperative Society Limited ("**said Society**") and all other incidental rights thereto ("**said Premises**") on terms and conditions mentioned therein.

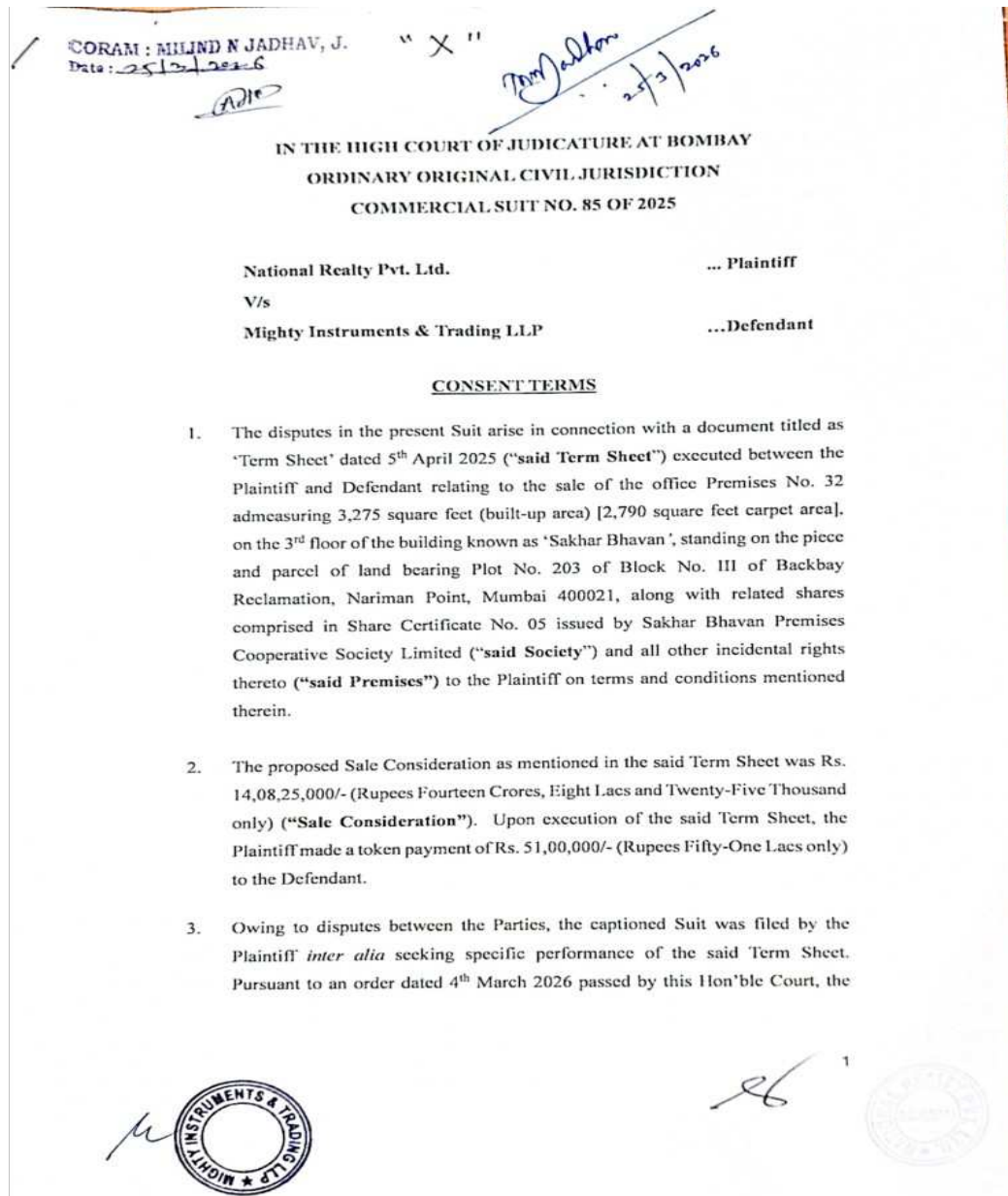
3. The proposed Sale Consideration as mentioned in the said Term Sheet was Rs. 14,08,25,000/- (Rupees Fourteen Crores, Eight Lacs and Twenty-Five Thousand only) ("**Sale Consideration**"). Upon execution of the said Term Sheet, the Plaintiff made a token payment of Rs. 51,00,000/- (Rupees Fifty-One Lacs only) to the Defendant.

4. The disputes between the parties led to the filing of the captioned suit *inter alia* seeking specific performance of the said Term Sheet. By mutual consent of the parties, the disputes between the parties were referred to mediation before the Hon'ble Justice S. J. Kathawalla (Retd.) vide order passed by this Court dated 4th March, 2026.

5. With the assistance of the Ld. Mediator appointed pursuant to this Court's Order dated 4th March, 2026 the parties have arrived at Consent Terms dated 23rd March, 2026 resolving all their disputes and

differences.

6. The Consent Terms dated 23rd March, 2026 are taken on record and marked as 'X' for identification and Orders in terms thereof are passed as under:-



Parties have approached Mr. Justice S.J. Kathawalla (Retired Judge of this Hon'ble Court) for mediation. The Parties have successfully settled their *inter-se* disputes through mediation.

4. The Parties are recording herein the terms and conditions of the settlement. The Parties agree and undertake to this Hon'ble Court to comply with the said terms and conditions.
5. On or before 25th March 2026, the Defendant shall hand over to the Learned Mediator a demand draft dated 24th March 2026 drawn on HDFC Bank, Sion Branch ("said Demand Draft") drawn in favour of the Plaintiff, in the sum of Rs. 1,75,00,000/- (Rupees One Crore and Seventy-Five Lacs only) being refund of the Token Deposit of Rs. 51,00,000/- (Rupees Fifty-One Lakhs Only) and balance being compensation of Rs. 1,24,00,000/- (Rupees One Crore Twenty-Four Lakhs Only) ("Settlement Amount") in full and final settlement of all the disputes and claims that have arisen under the said Term Sheet.
6. The said Demand Draft shall be handed over to the Plaintiff by the Learned Mediator and encashed by the Plaintiff upon the Hon'ble Court taking the present Consent Terms on record and passing an order in terms thereof.
7. Upon receipt of the Settlement Amount by the Plaintiff, the said Term Sheet shall stand terminated and cancelled, and neither Party shall have any claim, right, title, or interest against the other party under the said Term Sheet and the Plaintiff shall have no right, interest and or claim whatsoever in respect of the said Premises.
8. The Plaintiff has filed a Criminal Complaint dated 20th February 2026 with Marine Drive Police Station, Mumbai ("said Criminal Complaint") against the Defendant and the other persons named as accused therein and in respect thereof, as on date, no FIR is registered.



2



9. Upon receipt of the Settlement Amount, the Plaintiff undertakes to unconditionally withdraw the said Criminal Complaint and address a letter in the form annexed as draft letter to the Marine Drive Police Station, Mumbai marked as **Annexure 'A'** to these Consent Terms for withdrawal of the said Criminal Complaint. The Plaintiff agrees to provide a duly acknowledged copy in terms of the draft letter annexed hereto to the Defendant.
10. The Plaintiff further agrees and undertakes to extend full cooperation to ensure that no further action/proceedings are continued or initiated in relation to the said Criminal Complaint.
11. In light of paragraph 9 above, the Marine Drive Police Station, Mumbai shall allow the Plaintiff to unconditionally withdraw the said Criminal Complaint and shall treat the said Criminal Complaint as closed.
12. The Parties agree, declare, confirm and record that the aforesaid obligations/statements are undertakings made to this Hon'ble Court.
13. The Plaintiff assures and confirms to this Hon'ble Court that Mr. Sorabh Jain, being the Director of the Plaintiff is executing the present Consent Terms.
14. The Defendant assures and confirms to this Hon'ble Court that Mr. Mitul Shah, Partner of the Defendant is duly authorised to execute the present Consent Terms on this behalf. A copy of the letter of authority dated 16th July 2025 is annexed hereto.
15. The Parties and each of them agree, declare, confirm and record that these Consent Terms are irrevocable and binding upon them individually as also on their respective successors.
16. The present Suit is disposed of in terms hereof and the drawing up of the consent decree is agreed to be dispensed with.



 3



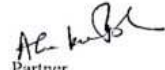
17. Parties to bear their own costs.

Dated this 23rd day of March 2026




Mr. Sorabh Jain
Director
National Realty Pvt. Ltd.

For Wadia Ghandy & Co.

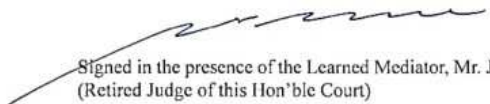

Partner
Advocates for the Plaintiff




Mr. Mitul Shah
Partner
Mighty Instruments & Trading LLP

For Dave Girish & Co.


Advocates for the Defendant


Signed in the presence of the Learned Mediator, Mr. Justice S.J. Kathawalla
(Retired Judge of this Hon'ble Court)

4

7. The statements/undertakings contained in the Consent Terms are accepted as undertakings of the parties to the Court.

8. In accordance with Clause 5 of the Consent Terms the Defendant has agreed and undertaken to hand over to the Ld. Mediator a Demand dated 24th March 2026 drawn on HDFC Bank, Sion Branch ("**said Demand Draft**") drawn in favour of the Plaintiff, in the sum of Rs. 1,75,00,000/- (Rupees One Crore and Seventy-Five Lacs only) being refund of the Token Deposit of Rs. 51,00,000/- (Rupees Fifty-One Lakhs Only) and balance being compensation of Rs. 1,24,00,000/- (Rupees One Crore Twenty-Four Lakhs Only) ("**Settlement Amount**") in full and final settlement of all the disputes and claims that have arisen under the said Term Sheet.

9. In accordance with Clauses 6 and 7 of the Consent Terms it is agreed that upon the Hon'ble Court taking the present Consent Terms on record and passing an order in terms thereof and that upon receipt of the Settlement Amount by the Plaintiff, the said Term Sheet shall stand terminated and cancelled, and neither party shall have any claim, right, title, or interest against the other party under the said Term Sheet and the Plaintiff shall have no right, interest and or claim whatsoever in respect of the said premises.

10. The Plaintiff has filed a Criminal Complaint dated 20th February 2026 with Marine Drive Police Station, Mumbai ("**said Criminal Complaint**") against the Defendant and the other persons named as accused therein and in respect thereof, as on date, no FIR is

registered.

11. In accordance with Clauses 9 and 11 of the Consent Terms upon receipt of the Settlement Amount, the Plaintiff undertakes to unconditionally withdraw the said Criminal Complaint and address a letter in the form annexed as draft letter to the Marine Drive Police Station, Mumbai marked as **Annexure 'A'** to the Consent Terms for withdrawal of the said Criminal Complaint. The Marine Drive Police Station, Mumbai shall therefore allow the Plaintiff to unconditionally withdraw the said Criminal Complaint and treat the said Criminal Complaint as closed.

12. In accordance with Clause 10 of the Consent Terms, Plaintiff further agrees and undertakes to extend full cooperation to ensure that no further action/proceedings are continued or initiated in relation to the said Criminal Complaint.

13. The captioned Suit as well as the Interim Applications taken therein stand disposed of in terms of the Consent Terms.

14. The Registry is directed to provide certified copies of this order to the parties expeditiously, and the parties are directed to act in accordance with the provisions of the Consent Terms and the terms of this Order.

15. All Parties undertake to execute documents / letters etc. if required to be submitted to statutory authorities / the Society, etc. for effective implementation of the Consent Terms.

16. The Parties agree and declare to mutually attempt to resolve any difficulties that may arise in relation to the terms of the Consent Terms, failing which the Parties shall be at liberty to approach the learned Mediator Mr. Justice S.J. Kathawalla (Retd.) for a resolution thereof. The difficulty shall be decided by Justice S.J. Kathawalla without being required to give any reasons and whose decision shall be final and binding on the parties.

17. The Plaintiff shall be at liberty to apply for refund of Court Fees to the extent permissible in terms of the applicable rules and the Maharashtra Court Fees Act 1959, as amended from time to time.

18. No order as to costs.

19. All to act on a duly authenticated copy of this order.

[MILIND N. JADHAV, J.]

Ajay

Digitally signed
by AJAY
TRAMBAK
UGALMUGALE
Date:
2026.03.25
19:02:59
+0530