

HARSHADA H. SAWANT
(P.A.)

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

INTERIM APPLICATION NO.5963 OF 2025

IN

SUIT NO.235 OF 2025

Infinity Cars Pvt Ltd.

.. Applicant

IN THE MATTER BETWEEN:

Infinity Cars Pvt Ltd.

.. Plaintiff

Versus

M/s. Sabari Jani Associates and Ors.

.. Defendants

WITH

INTERIM APPLICATION (L) NO.2816 OF 2026

.....

- Mr. Kiran Padalkar a/w. Ms. Shravani Bhogate, Advocates i/by Padalkar and Partnes for Plaintiff.
- Mr. Niranjana Vaghela, Advocate for Defendant No.1.
- Mr. Rupesh R. Lanjekar, Advocate for Defendant Nos.2 to 4.
- Mr. Hardik Parikh (CFO) Plaintiff.
- Mr. Tushar Jani, Member of Defendant No.1.

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CORAM : MILIND N. JADHAV, J.

DATE : FEBRUARY 11, 2026

P.C.:

- 1.** Mentioned out of turn.
- 2.** Heard Mr. Padalkar, learned Advocate for Plaintiff; Mr. Vaghela, learned Advocate for Defendant No.1 and Mr. Lanjekar, learned Advocate for Defendant Nos.2 to 4.
- 3.** At the outset, Plaintiff contends that following three words be added in sentence No.2 of paragraph No.2 beginning with though and shall read as:-

“The Plaintiff contends that though Plaintiff has shifted its operation from suit premises elsewhere the handing over of the suit premises has not been effected due to security deposit not having been returned.”

4. Parties have reconciled and settled their disputes.

5. On 17.12.2025, following order was passed:-

“1. Heard Mr. Naik, learned Senior Advocate for Applicant / Plaintiff and Mr. Kamat, learned Senior Advocate for Defendant No.1.

2. The lis between the parties pertains to return of security deposit of suit premises. Though Plaintiff has shifted its operation from suit premises elsewhere the handing over of the suit premises has not been effected due to security deposit not having been returned. I am of the opinion that both parties should without prejudice to their rights and contentions consider resolving the dispute regarding return of security deposit and handing over of possession rather than litigate in Court. If required this Court can appoint a mediator to resolve the issue if desired by parties. This court expresses faith in both the learned Senior Advocates appearing for the respective parties to consider the above suggestion of the court and take steps accordingly.

3. Stand over to 12th January 2026.”

6. Today parties have filed Consent Terms. The dispute is essentially between Plaintiff and Defendant No.1, *inter alia*, with respect to *lis* which parties have now resolved. Defendant Nos.2 to 4 are unable to sign Consent Terms though Advocate Mr. Lanjekar has signed on their instructions. They will present themselves and sign Consent Terms on 20.02.2026 as informed to Court.

7. In that view of the matter, Consent Terms dated 11.02.2026 are taken on record and marked ‘X’ for identification and accepted by

the Court. The time frame in the Consent Terms namely rights and obligations of the parties shall stand forthwith agreed as per terms agreed in the Consent Terms regarding any payments to be made and abide by the same. They are taken as undertaking given to this Court.

8. Needless to state that once Defendant Nos.2 to 4 append their signature on 20.02.2026, the said Consent Terms shall be made part of this order and accordingly uploaded.

9. In the meanwhile, the aforesaid order shall prevail.

10. Defendant Nos.2 to 4 shall present themselves on 20.02.2026 at 11:00 a.m. for signing the Consent Terms.

11. Interim Application (Lodging) No.2816 of 2026 is filed seeking condonation of delay in filing written statement. For the reasons mentioned in the Interim Application, Interim Application stands allowed in terms of prayer clause (a) which reads thus:-

“a) That the delay of 72 days from the 30 day period from service of the Writ of Summons and/or the delay of 12 days from the 90 days period from service of the Writ of Summons in the filing of the Written Statement of the Applicants in the above Suit No. 235 of 2025 be condoned and the Written Statement of the Applicants be taken on record in the above Suit No. 235 of 2025.”

12. Written statement is accepted. Delay of 72 days is condoned. Department shall accept the same.

13. Stand over to **20th February 2026**. To be placed under the

caption 'First on Board'.

14. Interim Application (Lodging) No.2816 of 2026 is disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]

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SAWANT

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by HARSHADA
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Date:
2026.02.11
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