

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

COMMERCIAL SUIT NO. 40 OF 2024
WITH
INTERIM APPLICATION (L) NO. 8407 OF 2023
IN
COMMERCIAL SUIT NO. 40 OF 2024

Atul Gunvantraai Shah ...Plaintiff

Versus

Dhiraj Lakhamshi Shah & Ors ...Defendants

Mr. Jimish Shah, a/w Atul Shah for the Plaintiff.

Mr. Sahil Gandhi, a/w Namrata Vashisht, i/b Markand Gandhi & Co., for Defendant Nos.1 to 3.

Mr. Ashwin G. Gohil, a/w G.S. Bhat for Defendant Nos.5 & 6.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : April 30, 2026

ORDER :

1. This matter has been stood over from time to time at the joint request of the parties, since they were engaged in resolving their disputes out of Court.

2. Today when the matter is called out, at the threshold, Learned Advocates for the parties submit that the disputes have been settled and a newly proposed Defendant No.6 needs to be added as a party Defendant. Annexure 'A' to the Consent Terms tendered by them

contains the particulars of the newly proposed Defendant No.6. Liberty to carry out the amendment to the plaint and connected proceedings by adding Defendant No.6. Re-verification is dispensed with. Liberty to file *vakalatnama* also in respect of Defendant No.6.

3. Learned Advocates for the parties submit that the proposed Defendant No.6, being an LLP, is a body corporate and has a common ownership with Defendant No.5.

4. In these circumstances, under the Consent Terms, the parties have envisaged Defendant No.6 taking over the obligations of Defendant Nos.1 to 4, and discharging the same. The Consent Terms executed by the parties is tendered across the bar and is marked “X” for identification and is taken on record, the Suit is disposed of in terms of the Consent Terms handed in.

5. Liberty to have a consent decree drawn up in terms of the Consent Terms handed in today.

6. The parties jointly submit that nothing in the Consent Terms is in conflict with any other contractual obligation or commitment that the parties are subject to, and also any provision of law. In these

circumstances, undertakings contained in the Consent Terms shall constitute undertakings given to the Court.

7. Commercial Suit No.40 of 2024 and any attendant Interim Applications stand *disposed of* in terms of the Consent Terms handed in. Refund of Court fees in accordance with the Rules.

8. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]