



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

COMMERCIAL SUIT NO.189 OF 2017  
WITH  
NOTICE OF MOTION (L) NO.875 OF 2019  
IN  
COMMERCIAL SUIT NO.189 OF 2017

Buildtech Associate ...Plaintiff/Applicant  
*Versus*  
M/s. Midas Developers Pvt. Ltd. & Ors. ...Defendants

WITH  
COUNTER CLAIM NO.32 OF 2017  
IN  
COMMERCIAL SUIT NO.189 OF 2017

Midas Developer Pvt. Ltd. & Anr. ...Plaintiffs to the  
counter claim

**IN THE MATTER BETWEEN:**

Buildtech Associate ...Applicant  
*Versus*  
M/s. Midas Developers Pvt. Ltd. & Ors. ...Defendants

WITH  
CHAMBER SUMMON NO.1008 OF 2019  
IN  
COMMERCIAL SUIT NO.189 OF 2017

Suresh Namdev Mulik & Ors. ...Applicants

**IN THE MATTER BETWEEN:**

Buildtech Associate ...Plaintiff  
*Versus*  
M/s. Midas Developers Pvt. Ltd. & Ors. ...Defendants

WITH  
INTERVENOR APPLICATION (L) NO.31945 OF 2023  
IN  
COMMERCIAL SUIT NO.189 OF 2017



*Sayed*

Dr. Sayed Masood & Ors.

...Applicants/Interveners

**IN THE MATTER BETWEEN:**

Buildtech Associate

...Plaintiff

**Versus**

M/s. Midas Developers Pvt. Ltd. & Ors.

...Defendants

**WITH  
CONTEMPT PETITION NO.77 OF 2019  
IN  
NOTICE OF MOTION NO.1763 OF 2018**

M/s. Midas Developers Pvt. Ltd. & Anr.

...Petitioners

**IN THE MATTER BETWEEN:**

Buildtech Associate

...Plaintiff/Applicant

**Versus**

M/s. Midas Developers Pvt. Ltd. & Ors.

...Defendants

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Mr. Nitin Thakkar, Senior Advocate a/w Mr. Ameet Mehta, Ms. Pratima Soundalkar & Ms. Aditi Parwal i/by Solicis Lex for the Plaintiff.

Ms. Sanidhya Arora i/by Hudda & Associates for Defendant Nos.1 to 5.

Ms. Merlyn A. Vasudeo Nee Monfeiro for Defendant No.7.

Mr. Ashraf Kapoor i/by Mr. Mohammed Zain Khan for Defendant No.8.

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**CORAM : JITENDRA JAIN, J.**

**DATE : 7 MAY 2026**

**PC.:**

1. Leave to amend to implead proposed defendant nos.8 to 12 is granted as per the draft amendment tendered. Amendment to be carried out forthwith. Re-verification is dispensed with.

2. The parties were referred for mediation and though inspite of the efforts put in by the mediator, issues were not settled but subsequently, the parties themselves have resolved the issues and have tendered the consent terms.



*Sayed*

3. Consent terms are taken on record and marked as 'X' for identification. Undertakings given in the consent terms are to be treated as undertakings to the Court.

4. Mr. Thakkar, learned senior counsel for the plaintiff states that he does not wish to press any relief against defendant no.7 since defendant no.7 has issued no due certificate dated 4 April 2026. Mr. Thakkar further states that insofar as defendant no.6 is concerned, suit be dismissed for want of prosecution.

5. Ms. Vasudeo, learned counsel for defendant no.7-bank states that re-conveyance deed with respect to the mortgaged property would be executed in favour of defendant no.1 within four weeks from today and registered / certified copy of the re-conveyance deed will be handed over by defendant no.1 to the plaintiff within four weeks thereafter.

6. Counter Claim No.32 of 2017 filed by defendant no.1 against the plaintiff is not pressed.

7. In the light of fact that the matter has been settled, the learned counsel for the petitioner in Contempt Petition No.77 of 2019 seeks leave of the Court to withdraw the same. Leave is granted.

8. Suit is disposed of in above terms. Consequently, all other pending proceedings do not survive and are disposed of accordingly.

9. Refund of Court fees as per the Rules.

[ JITENDRA JAIN, J. ]