

ORDINARY ORIGINAL CIVIL JURISDICTION

Sandip Chhotalal Shah & Ors

...Petitioners

Versus

Zenal Construction Pvt Ltd. & Ors

...Respondents

WITH

CHAMBER SUMMONS NO.49 OF 2020

WITH

INTERIM APPLICATION NO.1164 OF 2020

Mr. Rohan Savant a/w Mr. Sushant Arora and Ms Vaishnavi Adhav i/b L R & Associates for the Petitioners.

Mr. Bijal Gandhi i/b D. M. Legal Associates for Respondent Nos.1 to 4.

Ms Aneesa C, Minhav Joshi, Sheel Shah i/b Economics Laws Practice for Respondent Nos.5 to 9.

Ms Darshana Manjrekar i/b One Point Legal Solutions for Respondent Nos.11 & 12.

CORAM : ARIF S. DOCTOR, J.

DATE : 7th NOVEMBER, 2025.

P.C.:

1 Pursuant to the order passed on 6th November 2025, today Learned
Counsel has tendered draft minutes of order, which are taken on record. For

ease of reference, the draft minutes of order is scanned and reproduced hereinbelow.

CORAM : ARIF S. DOCTOR, J.

Date :- 07/11/2025

Tendered in Court
Taken on record

07/11/25

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION
CONTEMPT PETITION NO. 23 OF 2024
IN
NOTICE OF MOTION NO. 722 OF 2017
IN
COMM. SUIT NO. 803 OF 2017

SANDIP CHHOTALAL SHAH & ORS

...PETITIONERS

VERSUS

ZENAL CONSTRUCTION PVT. LIMITED & ORS ...RESPONDENTS

DRAFT MINUTES OF THE ORDER

1. With the consent of the parties, M/s Shetgiri and Associates are being appointed for the purpose of carrying out a survey and inspection of the subject building being i.e. Krishna Building – B Wing situated at 212/6, Hissa No.3 (part) and bearing CTS No.536, 536/1to3 of Village Vile Parle (West), Taluka Andheri (**Suit Property**).
2. M/s Shetgiri and Associates shall file a report before this Hon'ble Court setting out the details in respect of the total estimated costs required for the completion of construction of the Subject Building (from the existing 8th Floor onwards) till the 10th Floor under DCR-1991 and for obtaining an occupation certificate in that regard. Further, the report shall also set out details in respect of the estimated timelines for completion of the construction work, as was stopped in 2012. The cost for securing

extensions of the CC and revalidation of the approved plans under DCR 1991 shall also be estimated. It is informed that the staircase and lift block in the Suit Building had erroneously been relocated from the northern side to the southern side of the lobby and this alteration was said by BMC to be "approvable" in nature. The costs, if any, for the same may also be estimated, together with cost over-runs, if any. M/s Shetgiri and Associates would also provide a stage wise completion schedule together with costs associated with each stage, including any initial costs required to be incurred upfront i.e. prior to the sanction of plans at the time of filing of applications for plan approval, CC revalidation, etc.

3. This Order shall be communicated by the parties to M/s Shetgiri and Associates forthwith and M/s Shetgiri and Associates shall file the report within a period of two weeks. A copy of the report shall be made available to the Petitioners and the Respondent Nos. 1 to 10 as well.
4. The Petitioners and the Respondent Nos. 1 to 10 undertake that the report submitted by M/s Shetgiri and Associates shall be binding and the said parties shall not raise any dispute and / or challenge the report filed whether on the aspect of the timelines and/or the costs estimated. The Respondent Nos. 1 to 4 and Respondent Nos. 5 to 9 undertake to make payment of the cost of construction as estimated in the said report in the ratio of 40:60, respectively. The timelines of contributions to be made by each party shall be determined by this Hon'ble Court upon the report being received from M/s. Shetgiri and Associates. Respondent Nos. 5 to 9

expressly agree to make their contributions towards 60% of the costs irrespective of any default in commencement or completion of the project or any default in contribution being made by Respondent Nos. 1 to 4. Respondent Nos. 5 to 9 also agree and undertake to deposit ~~Rs. 2 Crores~~ upfront ~~of~~ such amount/s is determined by this Court, prior to sanction of the plans which shall be considered as part of their total contribution in the Project.

5. The costs of M/s Shetgiri and Associates shall be borne equally between Respondent Nos. 1 to 4 and Respondent Nos. 5 to 9.
6. Respondent Nos. 1 to 4 shall provide all necessary documents, information, and records as may be required by M/s Shetgiri and Associates and Respondent Nos. 5 to 9 shall extend full cooperation for the purpose of the said valuation. These Respondents shall also arrange for site visit as may be required by M/s Shetgiri and Associates, if any.
7. It is further agreed between the Parties that the Court Receiver, High Court, Bombay shall stand appointed as Receiver of the Suit Property and Suit Building with all powers under Order XL of the Code of Civil Procedure, 1908. Upon the report being submitted, Respondent Nos. 1 to 4 agree and undertake to complete the construction of the building, in terms of the timelines indicated in the report, and as agents of the Court Receiver.

8. The above arrangement is without prejudice to the rights and contentions of all parties in the present Contempt Petition. All inter-se contentions between the Parties in the present Contempt Petition are kept open to be agitated in accordance with law.
9. Parties shall be at liberty to enter into further minutes or consent terms, however, the present minutes of the order shall be valid and binding unless expressly modified in writing.
10. Liberty to apply.

Moshi
 For Respondent Nos. 5 to 9
 For Economic Laws Practice

For Petition — *Jadhav* C.R.L. Associates

For Respondent No. 11 to 14 (Society)
Mangrulkar

For Respondent Nos. 1 to 4.
Boru
 For D.M. LEGAL ASSOCIATES

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2 M/s. Shetgiri and Associates is requested to submit a report within a period of three weeks from today. Needless to state that, if, it unfeasible for M/s Shetgiri and Associates to do so, they may intimate to the Learned Counsel, who will then inform the Court accordingly. The parties shall provide M/s Shetgiri and Associates all necessary assistance as may be required, without any delay.

3 Stand over to 4th December 2025.

[ARIF S. DOCTOR, J.]