



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL APPEAL NO.(L)NO.12405 OF 2026
IN
COMMERCIAL CONTEMPT PETITION NO.16 OF 2025
IN
INTERIM APPLICATION NO.4145 OF 2022
IN
COMMERCIAL EXECUTION APPLICATION NO.29 OF 2023

WITH

INTERIM APPLICATION(L)NO.12411 OF 2026
IN
COMMERCIAL APPEAL(L)NO.12405 OF 2026
IN
COMMERCIAL CONTEMPT PETITION NO.16 OF 2025
IN
INTERIM APPLICATION NO.4145 OF 2022
IN
COMMERCIAL EXECUTION APPLICATION NO.29 OF 2023

Riyaz Eqbal Ahmed Ganji
Andheri (W), Mumbai
Versus

.. Appellant/Applicant

G. S. Majestic Developers Pvt Ltd
Ludhiana, Punjab & Ors

.. Respondents

Mr. Shanay Shah, with Hamza Lakhani, Nikhat Chaudhary i/b
Varun Satiya, Advocates for the Appellant.

Mr. Prathamesh Kamat, with Nakul Jain, Apurva Mehta, Pashin
Ichhaparia i/b ANB Legal, Advocates for Respondent No.1.

Mr. Riyaz Eqbal Ahmed Ganji-Appellant present in-person.

Mr. Sarabjit Singh , Respondent No.1 present in-person.



**CORAM: B. P. COLABAWALLA &
FIRDOSH P. POONIWALLA, JJ.**
DATE: APRIL 22, 2026

P. C.

1. Appeal not on Board. With the consent of parties taken on Board.
2. By our order dated 18th April 2026, we had recorded an in-principle agreement that was arrived at between the parties as more particularly set out in paragraphs 3(a) to 3(j) of the said order. We had adjourned the matter to today to enable the parties to file Consent Terms.
3. The parties today have filed Consent Terms dated 22nd April 2026. Both parties have stated before us that by these Consent Terms the disputes between the Appellant and the 1st Respondent as well as Respondent No.2 have been settled, albeit on slightly different terms than what was recorded in our order dated 18th April 2026. In these circumstances, the parties have requested us to take the Consent Terms on record and dispose of the above Appeal in terms of the Consent Terms.



4. The Consent Terms have been signed by the Appellant-Riyaz Eqbal Ahmed Ganji. The Appellant is present in Court today and he has stated that he has signed the Consent Terms not only as the Appellant but also as a Director of the Respondent No.2 Company which is the Judgment Debtor under an Arbitration Award. The Board Resolution of Respondent No.2 authorizing the Appellant to sign these Consent Terms is also annexed to the Consent Terms. Mr. Riyaz Ganji has stated before the Court that he has signed the Consent Terms for himself as well as on behalf of Respondent No.2 of his own free volition, and after reading and understanding the same as well as the implications thereof.

5. The Consent Terms have also been signed by Mr. Sarabjit Singh on behalf of the 1st Respondent Company. He is a Director of the 1st Respondent Company. The Board Resolution of the 1st Respondent authorizing Mr. Sarabjit Singh to sign the Consent Terms is also annexed to the Consent Terms. Mr. Sarabjit Singh is present in Court today. He has stated that he has signed the Consent Terms of his own free volition, and after reading and understanding the same as well as the implications thereof. The Consent Terms are also signed by the advocates for the Appellant and the advocates for the 1st Respondent.



6. In these circumstances, the Consent Terms dated 22nd April 2026 are taken on record and marked “X” for identification. The undertakings given in the Consent Terms, if any, are accepted as undertakings given to the Court.

7. The above Appeal is disposed of in terms of the above Consent Terms. In light of these Consent Terms, naturally the impugned order dated 2nd April 2026 is hereby quashed and set aside.

8. The above Appeal is disposed of in the aforesaid terms. However there shall be no order as to costs.

9. In view of the disposal of the above Appeal, nothing survives in the Interim Applications filed therein and the same are also disposed of accordingly.

10. This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[FIRDOSH P. POONIWALLA, J.]

[B. P. COLABAWALLA, J.]