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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORIGINAL APPELLATE CIVIL JURISDICTION
WRIT PETITION NO. 4337 OF 2024

H.R. Construction Co. & Ors. ...Petitioners
Versus
Meghraj Malviya & Ors. ...Respondents

Mr Chirag Sarawogi, with Shubham Shah, i/b Tushar Goradia, for the Petitioners.

Mr Sunil Gangan, with Shrikant Seegarla & Swapnil Shikhare, i/b RMG Law Associates, for Respondent No. 1.

Mr Kantilal Patel, Petitioner No. 2, is present in Court.

Mr Rajesh Patel, Petitioner No. 3, is present in Court.

Mr Meghraj Malviya, Respondent No. 1, is present in Court.

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**CORAM: SUMAN SHYAM &
SHYAM C. CHANDAK, JJ.**

DATED: 20TH APRIL 2026.

PC:-

1. Mr Chirag Sarawogi, learned counsel appearing for the Petitioners submits that during the pendency of the Writ Petition, a compromise settlement has been arrived in between the Petitioners Nos. 2 and 3 and the Respondent No. 1, i.e., the main complainant before the Consumer Forum, thus, settling the dispute permanently. In support of his above argument, Mr Chirag Sarawogi has also tendered the Consent Terms, which are taken on record and marked as "X", for identification. It is also his submission that since the dispute has been settled by and between the Petitioners Nos. 2 and 3 and the Respondent No. 1, i.e., the

complainant, hence, the names of the Respondents Nos. 2 and 3 be struck-off from the array of parties. Mr Sunil Gangan, learned counsel appearing for the Respondent No. 1 does not have any objection to the prayer made by the Petitioners' counsel. In view of the above, the names of the Respondents Nos. 2 and 3 are hereby struck-off from the array of parties.

2. The Petitioners Nos. 2 and 3 and the Respondent No.1 are present in Court. The Consent Terms have been perused and confirmed by them. The said Petitioners Nos. 2 and 3 and the Respondent No.1 have also been identified by their respective counsel.

3. Mr Chirag Sarawogi, learned counsel for the Petitioners further submits that although the Consent Terms have been entered into by and between the Petitioners Nos. 2 and 3 and the Respondent No. 1, yet, the same would bind the Petitioner No. 1 as well as, which firm is also being represent by him.

4. In view of the above, the Writ Petition stands disposed of in terms of the Consent Terms arrived at by and between the parties, which is reflected in document marked "X", which as appended to this order and shall form part of this order.

(SHYAM C. CHANDAK, J.)

(SUMAN SHYAM, J.)

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& shyam C. Chandale,
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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO.4337 OF 2024

1. **H. R. CONSTRUCTION CO.**)
A Partnership Firm registered)
under the provisions of the Indian)
Partnership Act, 1932 having its)
office at-102/104, Chakla Street,)
Masid Bunder, Mumbai-400003.)

2. **KANTILAL A. PATEL**)
Of Mumbai, an Adult, Indian)
Inhabitant, partner of Petitioner)
No.1 residing at G-1301, Kukreja)
Palace, Vallabh Baug Lane)
Extension, Ghatkopar East,)
Mumbai-400077.)

3. **RAJESH A. PATEL**)
Of Mumbai, an Adult, Indian)
Inhabitant, partner of Petitioner)
No.1 residing at 902, Kailas)
Kiran, Tilak Road, Ghatkopar)
(East), Mumbai-400077.) **...PETITIONERS**

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VERSUS

- 1. **MEGHRAJ MALAVIYA**)
 Of Mumbai, an Adult, Indian)
 Inhabitant, residing at- B-502,)
 Silver Cloud, Sundar Nagar,)
 Kalina, Santacruz (East),)
 Mumbai-400098.)

- 2. **RAHUL N. PATEL**)
 Of Mumbai, an Adult, Indian)
 Inhabitant, partner of Petitioner)
 No.1 residing at Flat No.501, 5th)
 Floor, Vikas Apartment, Plot)
 No.47, Garodia Nagar, Ghatkopar)
 (East), Mumbai-400077.)

- 3. **MAHESH N. PATEL**)
 Of Mumbai, an Adult, Indian)
 Inhabitant, partner of Petitioner)
 No.1 residing at Flat No.501 (5th)
 Floor), Vikas Apartment, Plot)
 No.47, Garodia Nagar, Ghatkopar)
 (East), Mumbai-400077.)

- 4. **M/S. RAJESH LIFESPACES**)
PVT. LTD.)

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A Company incorporated under)
 the Indian Companies Act, 1956)
 having its offices at 139 Seksaria)
 Chambers, 2nd Floor, N. M. Road,)
 Fort, Mumbai 400023.) **...RESPONDENTS**

CONSENT TERMS BETWEEN THE PETITIONER NO 2 & 3 AND RESPONDENT NO.1

1. The above Writ Petition was filed impugning the order dated 24th February 2024 passed by the Hon'ble National Consumer Disputes Redressal Commission ('NCDRC') in First Appeal No.102 of 2024 wherein, the NCDRC has, *inter alia*, refused to condone the delay in filing of the Appeal by the Petitioners namely Mr. Rajesh Patel and Mr. Kantilal Patel and consequently dismissed the Application for Condonation of Delay and the Appeal.

2. This proposed settlement involves Petitioner Nos.2 & 3, i.e. the two out of the four partners of Petitioner No.1 namely Mr. Rajesh Patel and Mr. Kantilal Patel, who have approached this Hon'ble Court with above Writ Petition and Respondent Nos.1. The two partners namely Mr. Mahesh Patel and Mr. Rahul Patel of Petitioner No.1 are not a part of this settlement in whatsoever manner.

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3. During the pendency of the proceedings, it is agreed, that upon payment of an amount of Rs.45,00,000/- by Petitioner Nos.2 & 3 to Respondent no 1, he will not proceed against Petitioner Nos 2 & 3 in their individual capacity as well as in their capacity as Partners in Petitioner No.1 firm in execution of the Final Order dated 3rd October 2019 passed by SCRDC.

4. It is agreed that as on 31st March 2026 the decretal amount awarded under Final Order dated 3rd October 2019 passed by SCRDC with accrued interest thereon and litigation cost is Rs.1,06,47,252/- (Rupees One Crore Six Lakh Forty-Seven Thousand Two Hundred and Fifty-Two only).

5. The Petitioner Nos.2 & 3 have agreed to pay a sum of Rs.45,00,000/- towards discharge of their liability against the said final order dated 3rd October 2019 with specific arrangement and undertaking that the Respondent No.1 shall be at full liberty to proceed with the execution application.

6. Both the Petitioners agree, confirm and undertake that Petitioner Nos. 2 & 3 shall jointly pay an amount of Rs.45,00,000/- to Respondent No.1 towards settlement of their liability both in their individual capacity and as partners of Petitioner No.1 and to discharge them. Petitioner Nos 2 & 3 shall make the payment to the Respondent No.1 by issuing demand drafts in his favour in the following manner:

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- a. Rs.5,00,000/- to be paid on 20th April 2026 at the time of execution of these Consent Terms;
- b. Rs.10,00,000/- to be paid on or before 20th May 2026 i.e. 04 weeks from the date of execution of these Consent Terms;
- c. Rs.15,00,000/- to be paid on or before 20th June 2026 i.e. 8 weeks from the date of execution of these Consent Terms;
- d. Rs.15,00,000/- to be paid on or before 20th July 2026 i.e. 12 weeks from the date of execution of these Consent Terms.

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7. Respondent No.1 further agrees, confirms and undertakes that on receipt of the total agreed amounts i.e. Rs.45,00,000/- as mentioned in aforesaid paragraph no.6, they will not object to Petitioner Nos.2 & 3's Application to SCRDC to discharge them from the Execution Application No.SC/27/EA/6/2020 ("Execution Application") filed by Respondent No.1. Respondent No.1 agrees and undertakes to delete the name of Petitioner Nos.2 & 3 and not to pursue the said Execution Application against Petitioner Nos.2 & 3 and give their complete cooperation in this regard.

8. However, Respondent No.1 submits that the ongoing case proceedings in SCRDC viz Execution Application against other parties shall continue.

9. It is agreed between the parties hereto that on payment of the amounts as mentioned in paragraph no.6, Petitioner Nos.2 & 3

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shall also not be liable for any Orders passed against Petitioner No.1 firm.

10. Respondent No.1 agrees, confirms and undertakes that till the payment of the aforesaid amount as mentioned in paragraph No.6 are paid as per the timelines stipulated herein, Respondent No.1 shall not precipitate and/or seek any orders against Petitioner Nos.2 & 3 both in their individual capacity and as partners of Petitioner No.1 firm in the said Execution Application.

11. In the event, the Petitioner Nos.2 & 3 commits default in making payment as aforesaid, then the Respondent No.1 shall proceed with the Execution proceedings against Petitioner Nos.2 & 3 before the SCDRC.

12. The present Consent Terms are entered into between the Petitioner Nos.2 & 3 and Respondent No.1. It is agreed between the parties hereto that Respondent No.1 shall be entitled to prosecute and continue the said Execution Application in relation to the order dated 3rd October 2019 passed by the Hon'ble SCDRC except against Petitioner Nos.2 & 3. However, it is specifically confirmed and agreed by the Respondent No.1 that if any adverse order is passed in the Execution Application against Respondent Nos.2 & 3 in relation to the order dated 3rd October 2019 passed by the Hon'ble SDRC, the Petitioner Nos.2 & 3 herein shall not be liable under any circumstances whatsoever. It is also clarified that the original Complaint was dismissed against Rajesh Lifespaces Pvt Ltd and Respondent No.1 shall not proceed in the execution proceedings against Rajesh Lifespaces Pvt Ltd.

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[Signature]

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13. The parties herein agree, confirm and undertake to comply with their respective obligations as mentioned in the present Consent Terms and give their complete cooperation and assistance to implement the present Consent Terms.

14. Subject to the compliance of all the terms contained herein by the parties, the parties hereby agree that the parties shall not file any civil and/or criminal proceedings against each other in the future relating to the lis involved between the parties as more particularly mentioned hereinabove and all the claims, disputes and allegations between the parties are treated as settled withdrawn. It is specifically confirmed and agreed by the Respondent No.1 that he shall not file any civil and/or criminal proceedings in the future against Petitioner Nos.2 & 3 both in their individual capacity and as partners of Petitioner No.1 firm before any Court/Tribunal and/or any judicial forum in respect of any claim under the above disputes.

15. The undertakings as mentioned hereinabove are to be treated as undertakings given to this Hon'ble Court by Petitioner Nos.2 & 3.

16. The parties agree that the present terms have been agreed upon without coercion, any force and out of their free will.

17. The Writ Petition be disposed of in terms of these Consent Terms.

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18. The parties are at liberty to apply.

19. No order as to costs.

Dated this 20th day of April 2026

Ching Sarbhay
for Advocate for the Petitioners

Patel
Petitioner No.2
[Kantilal Patel]

Chavhan
Advocate for Respondent No.1

Rajesh
Petitioner No.3
[Rajesh Patel]
Meghraj Malviya
Respondent No.1
[Meghraj Malviya]

Meghraj Malviya

Patel



A/C PAYEE ONLY
NOT NEGOTIABLE

DEMAND DRAFT

PAYABLE AT PAR AT ALL BRANCHES OF HDFC BANK LTD

VALID FOR 3 MONTHS ONLY

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SESHASANI(C) / CTS-2010 230226

ON DEMAND PAY MEGHRAJ MALAVIYA

Or Order

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RAJESH RAGHAVJI PATEL

ANDHERI EAST - AHURA CENTER

MUMBAI - 400 093

K. S. Dhanu
Bhishik
31/12/07

AUTHORISED SIGNATORIES

Please sign above

REF. No. 005433514063

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HIGH COURT

O.O.C.J.

WRIT PETITION NO. 4337 OF 2024
H. R. CONSTRUCTION CO. & Ors.

...Petitioners

V/s

MEGHRAJ MALAVIYA & Ors.

..Respondents

CONSENT TERMS BETWEEN
PETITIONER NOS 2&3 AND
RESPONDENT NO 1

Dated this 15th day of April 2026

Tushar A Goradia
Advocates for Petitioner nos 2&3

RMG Law Associates
Advocates for the Respondent No.1