

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

SUIT NO. 438 OF 2015

Sunali Roopkumar Rathod

...Applicant

V/s.

Sameer Jitendra Sheth & Ors.

...Respondents

**WITH
NOTICE OF MOTION NO. 1149 OF 2015
WITH
INTERIM APPLICATION NO. 3937 OF 2023
WITH
INTERIM APPLICATION NO. 1963 OF 2025
WITH
INTERIM APPLICATION NO. 3977 OF 2025
IN
SUIT NO. 438 OF 2015**

Mr. Mohan Jayakar with Mr. Yash Pandya and Mr. Rishi Patodia i/b Jayakar & Partners for the Plaintiff.

Mr. Karl Tamboly, through VC with Mr. Shanay Shah with Mr. Yash Jain i/b Mr. Yash Jain for the Applicants in IA 1963/25.

Mr. Vivek Kantawala with Mr. Manav Kantawala i/b Mr. Vivek M. Sharma for the Defendant No.1.

Mr. Rohaan Cama i/b Dastur Kalambi & Associates for the Intervenor.

**CORAM : ABHAY AHUJA, J.
DATE : 28th APRIL, 2026**

P.C. :

1. After this matter is heard for a while, it emerges that the property viz. Plot No. 20/L-20, CTS No. 28/50 and 51 B/6 admeasuring 1610.32 sq. mts, situated at Raheja Hill Resort, Tungarli, Lonavala (the “Lonavala Bungalow”) is not the HUF property but the self acquired property forming part of the estate of Mr. Jitendra

Amritlal Sheth and that the Plaintiff and the Defendant No. 1 and the husband and the son of the Plaintiff's deceased sister Rupali, have entered into the consent terms dated 23rd April, 2026 in respect of the Lonavala Bungalow.

2. The learned Counsel appearing for the Plaintiff, the Defendant No. 1 and the proposed Defendants No. 2A and 2B tender across the bar the said consent terms dated 23rd April, 2026, submitting that the Suit be disposed of in terms of the said consent terms as regards the Lonavala Bungalow, after the Defendants No. 2A and 2B are permitted to be impleaded as parties to the Suit.

3. Mr. Tamboly, learned Counsel for the Interim Applicant in the Interim Application No. 1963 of 2025 had on the last two occasions sought to argue the Interim Application submitting that earlier, consent terms were entered into between the Plaintiff and the Defendant No. 1 as well as one Mr. Jatin Manubhai Sheth, who was the then Karta of the A. D. Sheth HUF viz. the Defendant No. 3 and that the said consent terms were dated May-2019 and that unless those consent terms are taken on record the present consent terms dated 23rd April, 2026 as tendered across the bar in respect of the Lonavala Bungalow may not be taken on record.

4. Upon a query from the Court to Mr. Tamboly as to whether the Lonavala Bungalow is the HUF property, Mr. Tamboly answers in negative but relies upon the consent terms dated May-2019.

5. It is observed from the Exhibit-C, which are the purported consent terms of May-2019 and in particular from page 79 that except the Plaintiff and the Defendant No. 1 in the Suit and the then Karta of the Defendant No. 3- A.D. Sheth HUF in his personal capacity (as the proposed Defendant No. 6, who is now deceased) had only signed the consent terms, whereas none of the others including the proposed Plaintiff No. 2, Plaintiff No. 3, the A. D. Sheth HUF viz. the Defendant No. 3, the proposed Defendant No.4 and Defendant No.5 had signed those terms. The purported consent terms therefore, should not detain this Court from taking on record the consent terms dated 23rd April, 2026 tendered across the bar today.

6. Let the amendment to add Defendants No. 2A and 2B be carried out forthwith. Re-verification is dispensed with.

7. The said consent terms dated 23rd April, 2026 are accordingly taken on record and marked 'X' for the purposes of identification. Learned Counsel identify the parties to the consent terms as present in the Court.

8. The Suit as regards the Lonavala Bungalow to stand disposed in terms of the said consent terms dated 23rd April, 2026.
9. The Interim Application No. 3937 of 2023 to accordingly stand disposed.

Digitally
signed by
NIKITA
YOGESH
GADGIL
Date:
2026.04.28
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+0530

(ABHAY AHUJA, J.)