

4. Mr. Thakker, learned Senior Advocate has taken me through the rights and obligations contained in the Consent Terms. He would submit that the first installment of Rs.10 lakhs as stated in clause 3 of the Consent Terms was duly received by Plaintiffs. He would submit that the second installment of Rs.1.4 crore was required to be deposited on or before 16.08.2025 which was not deposited and defaulted. In his usual fairness, he would draw my attention to page No.209 which is a complaint dated 25.08.2025 filed by two of the Contemnors namely Deepak Shah and Achala Shah against Applicant and its Directors and employees for committing fraud, criminal conspiracy, breach of trust, cheating and illegal attempt, *inter alia*, in respect of the documents which form part of the Consent Terms namely MOU dated 14.02.2025 and the subsequent Consent Terms executed thereafter before this Court on 07.04.2025.

5. When the Consent Terms were taken on record, the following order dated 07.04.2025 was passed by this Court (Coram: Arif S. Doctor, J.):-

“1 The parties have today tendered consent terms, by which it is submitted that the disputes and differences between the parties in the caption suit have been amicably resolved. The execution of the consent terms is supported by a report dated 7th April 2025 of the Associate of this Court. The report inter alia records as follows:

“All the Signatories have admitted the contents of the consent terms. The consent term are duly signed by the parties out of their free will without any undue influence and coercion. The consent term are duly executed by the signatories.”

2 *The consent terms are thus taken on record and marked "X" for identification. Both the learned counsel confirm that the consent terms do not touch upon any issue which travels beyond the scope of the suit neither do they affect or impinge upon the right of any non signatory to the consent terms. Accepting the assurance of the learned counsel, the suit stands disposed of in terms of the consent terms.*

3 *Refund of court fees shall be as per Rule.*

4 *In view of the disposal of the suit, interim application does not survive and accordingly stand disposed of.*

5 *A soft copy of the Consent Terms will be uploaded as the second order in the matter. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course."*

6. On perusal of paragraph No.1 of the above order it *prima facie* shows that execution of the Consent Terms are supported by a Report dated 07.07.2025 of the Associate of this Court which primarily and categorically state that *"All the signatories have admitted the consent the contents of the consent terms. The consent term are duly signed by the parties out of their free will without any undue influence and coercion. The consent term are duly executed by the signatories."* Once this is the position, *prima facie* the complaint dated 25.08.2025 on the face of record cannot be sustainable.

7. Further the Consent Terms are executed on 07.04.2025 and the Contemnors had all the time in the world if at all to approach this Court, if at all there was any such alleged grievance. By virtue of the said Consent Terms substantial steps were taken in withdrawing all pending proceedings except one such proceeding in the NCLT which has not been withdrawn by the Contemnors so far.

8. Be that as it may, it is *prima facie* seen that the obligations of Applicants namely original Defendant No.1 are concerned, they have complied with the same with respect to the subject flat and the parking lots details of which are given in paragraph No.4 of the Consent Terms. In so far as paragraph No.5 is concerned, there is a default on the part of the original Plaintiff Nos.2, 3 and 4 who have not complied with the undertaking and obligation given to the Court.

9. That apart, Mr. Thakker has drawn my attention to the additional Affidavit dated 11.02.2026 and would persuade me to go through the same. After going through the same, it is *prima facie* seen that Respondents / Contemnors are attempting to take law into their own hands. There is a threat which is given to the four Court Commissioners, who are practicing Advocates in this Court that they shall be reported to the Bar Council for complying with the directions of this Court under the orders of this Court as Commissioners appointed by this Court. If original Plaintiffs have any grievance, they ought not to have acted in such a manner. Their recourse is to approach the concerned appropriate Court. That apart, it is also brought to my notice that the original Plaintiff has filed Securitisation Application No.38 of 2026 before the DRT wherein ad-interim relief was refused by the learned DRT and the said Application is now pending.

10. From the above, it is *prima facie* seen that Plaintiffs want to renege from the Consent Terms. *Prima facie* breach of the Consent Terms and orders passed by this Court is writ large on the face of record.

11. On the basis of the above, an arguable case has been made out by the learned Senior Advocate for Applicant for issuance of notice to the Respondents – Contemnors.

12. Hence, issue notice to Respondents / Contemonrs. Humdast permitted.

13. In addition to Court notice, Respondents / Contemonrs permitted to serve copy of Suit, Interim Application and this order on Respondents / Contemonrs and inform them about the next date of hearing by any permissible mode of service and file appropriate Affidavit of service with tangible proof thereof on or before the next date.

14. After receiving notice, Respondents / Contemonrs are directed to take cognizance of this order and file their Affidavit-in-Reply on or before the next date, if so desired.

15. Respondents / Contemnors are directed to file their respective Affidavits-in-Reply within a period of two weeks from today. They are directed to remain present before this Court on the next

adjourned date when the Contempt Petition shall be heard.

16. Copy of this order and Interim Application shall be served forthwith on Respondents by the Advocate for Applicant.

17. Rejoinder, if any, is permitted to be filed within two weeks thereafter.

18. Stand over to **24th March, 2026**.

[MILIND N. JADHAV, J.]

Ajay

Digitally signed
by AJAY
TRAMBAK
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Date: 2026.02.16
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