

IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION

CIVIL APPEAL NO. _____ OF 2026
(Arising out of SLP (Civil) No.19210 OF 2025)

THE BOMBAY PRESIDENCY GOLF CLUB LIMITED APPELLANT(S)

VERSUS

SUCHETA DESMOND RODRIGUES & ORS. RESPONDENT(S)

O R D E R

1. Leave granted.
2. The appellant challenges the impugned judgment and order dated 11.06.2025 in First Appeal No.1568 of 2024 in Suit No.3054 of 2018, titled "*Sucheta Desmond Rodrigues Vs. The Bombay Presidency Golf Club Limited and Ors.*", passed by the High Court of Judicature at Bombay.
3. We have heard learned counsel for the parties and perused the material available on record.
4. Learned counsel for the parties submitted that all the disputes and differences between the parties have been amicably resolved, and the parties have decided to part ways on the mutually agreed terms. Accordingly, appropriate and

necessary orders may be passed in accordance therewith.

5. We place on record with satisfaction the efforts put in by Mr. Pranjal Kishore, learned counsel, Mr. Sanyat Lodha, learned counsel, and also the other learned senior counsel(s), who had helped the parties to arrive at an amicable settlement. The terms of the settlement stands reduced into writing *vide* document (Consent Terms) dated 02.06.2026, duly signed by all the concerned is taken on record.

6. The terms of the settlement (Consent Terms) reads as under:

"6. With the view to amicably resolve their disputes, the Parties have agreed to the following terms:

TERMS AND CONDITIONS

- (i) The Club agrees and undertakes that, within a period not exceeding sixty (60) days from the date of payment as set out in Paragraph 6(i)(a) below, it shall take all necessary steps to enrol and admit Amoorth and Aadhyaa as individual Category B members of the Club.
 - a. Ms. Sucheta Shetty agrees and undertakes to make a payment of Rs. 25 lakhs (Rupees Twenty Five Lakhs only) plus taxes at the rate of 18% towards allotment of individual Category B membership for Amoorth and Aadhyaa, aggregating to a lump sum one time payment of Rs. 29,50,000 (Rupees Twenty Nine Lacs Fifty

Thousand only). Additionally, she undertakes to pay a sum of Rs. 1 lakh (Rupees One Lakh only) each as a refundable security deposit, which shall stand to the credit of Amoorth and Aadhyaa towards their individual Category B memberships and a sum of Rs. 9000 (Rupees Nine Thousand only) each (plus GST at the rate of 18%) as half yearly subscription charge for the first six months. This payment shall be made within a week of the signing of the present Consent Terms. The Club shall raise bills for subsequent subscription charges as and when they fall due as per the then prevailing policy of the club, as applicable to all individual Category B members.

- b. The Club further agrees and confirms that within seven (7) days from the payment of the sum described in Paragraph 6(i)(a), Amoorth and Aadhyaa shall be granted and permitted to enjoy all rights, privileges, facilities and entitlements associated with provisional individual Category B Memberships, including all consequential family benefits available under the Rules of the Club as prevailing at the time to children of Category B Members, without requiring any further orders from, or litigation or legal proceedings before any Court, forum, authority etc. It is clarified that pending completion of the formal admission process referred to above, Amoorth and Aadhyaa shall be entitled to provisionally use the facilities of the Club as full individual Category B Members and temporary ID cards/access authorisations for the same shall be issued by the Club within a period not exceeding seven (7) days from the payment of the sums described in paragraph 6(i) (a).

- c. The Club undertakes and agrees to schedule and conduct the ballot process for grant of full individual Category B membership to Amoorth on a mutually convenient date. The ballot process will be conducted on the earliest convenient date and in any case within a period of forty five (45) days from the date of payment as described in paragraph 6(i)(a) being made.
- d. As regards Aadhyaa, since she is presently pursuing medical education in Europe and is not expected to travel to India until 07.07.2026, the Club agrees to conduct her ballot interaction/interview for grant of full individual Category B membership, through video conference/video call on the same date as Amoorth's ballot or within such proximate date as may be mutually convenient. The ballot process will be conducted on the earliest convenient date and in any case within a period of forty five (45) days from the date of payment as described in paragraph 6(i)(a) being made.
- e. Mr. Santosh Shetty, holding Category A Membership No. S-788, shall introduce Amoorth and Aadhyaa for admission to the Club as Category B Members prior to the ballot process.
- f. The Parties further agree that, considering the prolonged litigation between the Parties since 2018, the Club shall either (i) exempt the requirement of obtaining signatures / recommendations of additional Class A members for the proposed Category B memberships; or (ii) the existing Committee Members / Class A Members of the Club Committee shall sign and recommend the candidature of Amoorth and Aadhyaa for purposes of procedural compliance, in view of the present Consent Terms.

g. Upon the grant of full individual Category B Memberships under these Consent Terms, Amoorth and Aadhya shall be permitted and entitled to enjoy all rights, privileges, facilities and entitlements associated with individual Category B Memberships, including all consequential family benefits available under the Rules of the Club as prevailing at the time to children of Category B Members, without requiring any further orders from, or litigation or legal proceedings before any Court, forum, authority etc. The Club shall issue all membership letters, ID cards and authorisations in favour of Amoorth and Aadhya. It is clarified that the grant of individual Category B Memberships to Amoorth and Aadhya along with all attendant rights, privileges, facilities and entitlements associated therewith shall not be delayed or denied for any other reason or requirement, whatsoever.

(ii) Ms. Sucheta Shetty states and the Club agrees that she shall be admitted as a dependent member under the membership of her husband Mr. Santosh Shetty holding Membership No. S-788, at no other or further charges or costs in this regard. This shall be subject to submission of her marriage certificate and consent from Mr Santosh Shetty as he would be the primary member.

a. The dependent membership shall include and extend to her two biological children, namely Amaaya Rodrigues and Joshua Rodrigues, who have been lawfully adopted by Mr. Santosh Shetty pursuant to the Order dated 24.02.2026 passed by the Hon'ble Bombay City Civil Court at Bombay.

b. Ms. Sucheta Shetty shall furnish to the Club a certified copy of the aforesaid Adoption Order dated 24.02.2026 and the

Club agrees and undertakes to accept and recognise the said adoption without objection.

- c. The Club further undertakes that within fifteen (15) days from execution of the present Consent Terms, it shall take all necessary steps to:
 - i. enrol and admit Ms. Sucheta Shetty as a dependent member under Membership No. S-788;
 - ii. admit Amaaya Rodrigues and Joshua Rodrigues as dependent members under Membership No. S-788; and
 - iii. issue all necessary ID cards, authorisations and membership documents in favour of the aforesaid persons.
- d. The Parties record that consequent to the recent completion of the adoption proceedings, the process of updating the birth certificates and Aadhaar records of Amaaya Rodrigues and Joshua Rodrigues to reflect Mr. Santosh Shetty as their father is presently underway.
 - i. The Club accordingly agrees and undertakes that pending submission of such revised birth certificates and Aadhaar documents, the aforesaid admissions shall nevertheless be processed solely on the basis of the Adoption Order dated 24.02.2026 without objection or insistence on revised records.
 - ii. Ms. Sucheta Shetty undertakes to furnish the updated birth certificates and Aadhaar records on or before 31.07.2027, and the Club agrees not to deny, suspend or object to the membership rights of Amaaya Rodrigues and Joshua Rodrigues on account of pending documentation.

- iii. The Club further expressly agrees and confirms that although Amaaya Rodrigues shall attain the age of eighteen years on 10.06.2026, her entitlement and eligibility to continue as dependent/family member under Membership No. S-788 shall remain fully protected and unaffected, considering that the adoption in favour of Mr. Santosh Shetty was lawfully completed on 24.02.2026.
- (iii) The Parties agree that upon full implementation of the present Consent Terms and completion of all admissions/enrolments contemplated herein, Ms. Sucheta Shetty's existing membership, i.e. Membership No. R-294 shall be deemed to have been surrendered automatically. The surrender shall be deemed to have come into effect immediately upon the completion of all of the following:
- a. completion of admission/enrolment of Amooth and Aadhyaa as full individual Category B Members;
 - b. admission of Ms. Sucheta Shetty as a dependent member under Membership No. S-788;
 - c. admission of Amaaya Rodrigues and Joshua Rodrigues as dependent members under Membership No. S-788; and
 - d. issuance of all membership letters, ID cards and authorisations in favour of all aforesaid persons.
- (iv) Ms. Sucheta Shetty, Amaaya Rodrigues and Joshua Rodrigues shall continue to enjoy all rights and facilities presently available under Membership No. R-294 until completion of the transition contemplated herein.
- (v) The Parties agree that the aforesaid payment as described in Paragraph 6(i)(a)

above, is a one-time aggregate full and final payment inclusive of all taxes, charges, levies, rates, demands, deposits and dues whatsoever in relation to admission of Amoorth and Aadhyaa as full individual Category B Members, as also all other admissions and memberships contemplated under these Consent Terms, and neither Party shall thereafter raise any further monetary or other claims against the other arising out of or connected with the subject matter of the present proceedings. No additional entrance fees, transfer fees, deposits, subscription charges, administrative charges, dependent conversion fees, dependent enrolment fees or other monetary demands whatsoever shall be raised by the Club for:

- a. Admission of Ms. Sucheta Shetty as dependent member under Membership No. S-788; and
- b. Admission/enrolment of Amaaya Rodrigues and Joshua Rodrigues as dependent members under Membership No. S-788.

There will be recurring annual subscriptions, levies and incidental consumptions etc. that may be applicable to all individual Category B Members from time to time.

- (vi) The Club hereby expressly agrees, undertakes and confirms that although the procedural formalities of admission and enrolment shall formally follow the Articles of Association and Rules of the Club, under no circumstances whatsoever, including on account of pendency of any civil proceedings, criminal proceedings, disputes, complaints or objections of any member, officer or committee member, shall the Club deny or refuse:

- a. Full Individual Category B Memberships to Amoorth and Aadhyaa;

- b. Dependent membership to Ms. Sucheta Shetty under Membership No. S-788; and
 - c. Dependent memberships to Amaaya Rodrigues and Joshua Rodrigues under Membership No. S-788.
- (vii) The Parties agree that the present Consent Terms, shall be presented before the Hon'ble Supreme Court with a prayer to dispose of the SLP in terms of the present Consent Terms and with a prayer to substitute the Impugned Judgment accordingly. With regard to the grant of memberships under these Consent Terms, these Consent Terms shall prevail notwithstanding anything inconsistent contained in the Articles of Association, bye-laws, rules, circulars, customs, practices or internal procedures of the Club, at any time.
- (viii) The Club expressly agrees and undertakes that the memberships contemplated under the present Consent Terms shall definitively be granted within the timelines stipulated herein and that no technical, procedural, legal or administrative objection whatsoever shall thereafter be raised by the Club or any of its office bearers, committee members or members to implementation of the present Consent Terms.

7. In view of the above, the following directions are issued:

- i) All the legal proceedings pending *inter se* the parties, if any, shall stand closed;**
- ii) It goes without saying that both parties will continue to abide by the terms of the Settlement without any exception;**
- iii) The Consent Terms dated 02.06.2026 is**

made part of this order, and its terms are binding upon the parties. Parties undertake to abide by the same; and

iv) Parties, through their learned counsel present in the Court, have been made aware of the consequences of breach of such terms, including the initiation of contempt proceedings.

8. Accordingly, the appeal is disposed of.

9. Pending application(s), if any, shall stand disposed of.

.....J.
(SANJAY KAROL)

.....J.
(AUGUSTINE GEORGE MASIH)

NEW DELHI;
JUNE 3, 2026.

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition for Special Leave to Appeal (C) No.19210/2025

[Arising out of impugned final judgment and order dated 11-06-2025 in FA No.1568/2024 in Suit No.3054 of 2018 passed by the High Court of Judicature at Bombay]

THE BOMBAY PRESIDENCY GOLF CLUB LIMITED PETITIONER(S)

VERSUS

SUCHETA DESMOND RODRIGUES & ORS.

RESPONDENT(S)

IA No. 172742/2025 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES

Date : 03-06-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SANJAY KAROL
HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASHI

[PARTIAL COURT WORKING DAYS BENCH]

For Petitioner(s) : Mr. Pranjal Kishore , AOR

For Respondent(s) :

Mr. Sanyat Lodha, AOR

Mr. Pranjal Kishore , AOR

UPON hearing the counsel the Court made the following
O R D E R

1. Leave granted.
2. The appeal is disposed of in terms of the signed order which is placed on the file.
3. Pending application(s), if any, shall stand disposed of.

(SOURAV PAL)
SENIOR PERSONAL ASSISTANT

(ANU BHALLA)
COURT MASTER (NSH)