

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FIRST APPEAL NO.485 OF 2012

M/s. Bhilosa Tex-N-Twin Pvt. Ltd. .. Appellant
Vs
M/s. Pioneer Enterprises. .. Respondent
—
Shri A.P. Singh i/by M/s. S.K. Srivastav & Co for the Petitioner.
Shri Kiran Kulkarni i/by Kulkarni & Associates for the Respondent.
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CORAM : A.S. OKA & C.V.BHADANG, JJ
DATED : 5TH MAY 2015

PC.

. Not on board. Taken on board.

2. The learned counsel representing the parties tender the consent terms. The consent terms have been duly signed by the authorized representative of the Appellant and the Respondent. The consent terms are taken on record and marked "A" for identification. The learned counsel for the Appellant states that the authorized signatory of the Appellant who has signed the consent terms is personally present in the Court and has accepted the correctness of the contents of the consent terms. The learned counsel appearing for the Respondent states that the Respondent is personally present in the Court and has accepted the correctness of the contents of the consent terms.

3. The Appeal is accordingly disposed of by directing that there shall be a consent decree in terms of the Clause (4) of the consent terms tendered on record.

4. The Appellant will be entitled for refund of the Court fees as per the Rules.

5. Civil Application No.1150 of 2012 does not survive and the same is disposed of.

(C.V.BHADANG, J)

(A.S. OKA, J)