



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO.161 OF 2024**

Neelkamal Realtors Suburban Pvt. Ltd. ... Appellant
versus
Jagdish Bhoja Shetty and Anr. ... Respondents

Mr. Yohaam Shah i/by Negandhi Shah and Associates, for Appellant.
Mr. Tushar N. Sonawane with Ms. Pooja Satpute, for Respondents
Mr. Naresh Mane, Authorized Signatory of appellant present.
Mr. Jagdish Shetty and Ms. Dipti Shetty Respondents present.

CORAM: N.J.JAMADAR, J.

DATE : 15 OCTOBER 2025

P.C.

1. Heard the learned Counsel for the parties.
2. Learned Counsel for the parties submit that the parties have amicably resolved the dispute and the consent terms have been executed. Learned Counsel seek leave to tender consent terms.
3. Leave granted.
4. Mr. Naresh Mane, Authorized signatory of the Appellant, and and Mr. Jagdish and Mrs. Dipti Shetty – Respondents, are present in Court. They admit the execution of the consent terms. They submit that they have read and understood the contents of the consent terms. They admit the contents of the consent terms and agree to abide by the terms thereof.
5. It appears that the parties have amicably resolved the dispute and have voluntarily executed the consent terms. There does not appear any coercion

or duress. The parties have agreed for the release of the amount deposited in this Court in terms of paragraph No.6c of the consent terms.

6. Consent terms are taken on record and marked 'X'.

7. The Second Appeal, thus, stands allowed in accordance with the consent terms, 'X'.

8. Decree be drawn in accordance with the Consent terms, 'X'.

9. The undertakings recorded in the consent terms are accepted as undertakings to the Court.

10. The Registry shall return the amount to the parties as agreed in the consent terms.

(N.J.JAMADAR, J.)