



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO.346 OF 2025
WITH
INTERIM APPLICATION NO.9167 OF 2025**

Macrotech Developers Ltd. ... Appellant
versus
Pratibha Fabrics Ltd. ... Respondent

**WITH
SECOND APPEAL NO.345 OF 2025
WITH
INTERIM APPLICATION (ST) NO.20250 OF 2025**

Macrotech Developers Ltd. ... Appellant
versus
Spectrum Dyes & Chemicals Pvt. Ltd. ... Respondent

Mr. Amogh Singh with Mr. Rahul Arora, Mr. Akash Gupta, Mr. Pinakin Modi,
Ms. Isha Pandit i/by Mr. Jeet Gandhi for Appellant.
Mr. Avadhut P. Bidage for Respondent.
Mr. Aditya Mayekar, representative of Appellant present.
Mr. Dharam Joshi, representative of Respondents present.

CORAM: N.J.JAMADAR, J.

DATE : 15 OCTOBER 2025

P.C.

1. Second Appeal No.345 of 2025 is not on board. Upon mentioning, taken on board.
2. Heard the learned Counsel for the parties.
3. 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 the consent terms.

4. Leave granted.
5. Mr. Aditya Mayekar, Authorized Representative of the Appellant, and Mr. Dharam Joshi, Authorized Representative of the Respondents, are present in Court. They submit that, they have read and understood the contents of the consent terms. They admit the contents of the consent terms and the execution thereof. They are identified by their respective Advocates.
6. It appears that the consent terms have been executed voluntarily and there is no coercion or duress.
7. The consent terms are, thus, taken on record and marked 'X'.
8. In view of the consent terms 'X', the Second Appeals stand allowed in accordance with the consent terms.
9. The impugned order stands quashed and set aside.
10. The undertakings in the consent terms are accepted as undertakings to the Court.
11. Interim Application No.9167 of 2025 and Interim Application (ST) No.20250 of 2025 also stand disposed.

(N.J.JAMADAR, J.)