

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUIT NO.843 OF 2003
WITH
NOTICE OF MOTION NO.1589 OF 2013
WITH
COURT RECEIVER'S REPORT NO.638 OF 2015
IN
SUIT NO.843 OF 2003
WITH
MISC. PETITION NO.58 OF 2012
IN
TESTAMENTARY PETITION NO.917 OF 2009**

Dr. Devika D. ShahPlaintiff

V/s.

Rashmi M. Shah & Anr.Defendants

Ms. Priyanka Kothari a/w. Ms. Siddi Doshi i/b. M/s. Bilawala & Co.
for the plaintiff.

Mr. Vipul Shukla for the defendant no.1.

Ms. Mili Thakkar i/b. Rajan V. Thakkar for the defendant no.2.

Mr. Prem Das for the respondent – Canara Bank.

Ms. Geeta S. Nair, Section Officer, representative of court receiver
present.

CORAM : K.R.SHRIRAM,J

DATE : 12th JULY, 2016

P.C.:-

1 The parties have amicably resolved the matter. As regards
the plaintiff and the defendants, the consent terms dated 12th July,
2016 signed by the plaintiff, defendant no.1, defendant no.2 and their
respective advocates is taken on record and marked 'X' for
identification.

2 As regards the Court Receiver's Report No.638 of 2015, the plaintiff, defendant no.1, defendant no.2 and Canara Bank - the respondent have entered into another consent terms dated 12th July, 2016. The said consent terms signed by the plaintiff, defendant no.1, defendant no.2 and Canara Bank – the respondent and their respective advocates is taken on record and marked X-1 for identification.

 The counsel for the plaintiff, on instructions states that the person who has signed on behalf of the plaintiff is the son-in-law and constituted attorney of the plaintiff. The counsel for the plaintiff further states that she has seen the original power of attorney and is satisfied that the signatory has the necessary authority to enter into these two consent terms. The statement is accepted.

3 The undertakings given in both the consent terms are accepted and so ordered. The Court Receiver's Report, Notice of Motion, Misc. Petition and Suit are disposed in terms of the two consent terms.

4 Refund if any, of court fees in accordance with rules. All interim applications stand disposed. Interim orders, if any also stand vacated.

5 The Court Receiver's charges to be paid by the parties. The Court Receiver shall stand discharged upon handing over of the assets mentioned in clause-14 of the consent terms which is marked as 'X' for identification, upon completion of the task mentioned in said clause-14 and upon payment of the Court Receiver's charges being paid by the parties.

6 All parties to act on a copy of this order duly authenticated by the Associate of this court.

(K.R.SHRIRAM,J)