

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 44 OF 1998
IN
TESTAMENTARY PETITION NO. 224 OF 1998**

Joseph M. Dias ...Plaintiff
Versus
Lana E. Dias and Others ...Defendants

**AND
TESTAMENTARY SUIT NO. 40 OF 2003
IN
TESTAMENTARY PETITION NO. 224 OF 2003**

Joseph M. Dias ...Plaintiff
Versus
Lana E. Dias and Others ...Defendants

Mrs. G. P. Vas, for the Plaintiff.
Mr. Dilip Rai, i/b Aruna Singh, for the Defendants.

CORAM: G.S. PATEL, J
DATED: 5th August 2016

PC:-

1. The parties have settled their disputes. Consent Terms are tendered. These are signed by the Plaintiff, Defendant No. 1(a) for

himself and as the Constituted Attorney of Defendants No. 1(c), and by Defendant No. 1(b). They are also signed by the Advocates for these parties. Defendant Nos. 1(a) and 1(b) are personally present in Court.

2. I have seen the Consent Terms. I am satisfied that they are not contrary to law and that they have been drawn by the parties of their own volition and that they reflect the parties' true intention. The Consent Terms are taken on record and marked "X" for identification. The undertakings in the Consent Terms are accepted as undertakings to the Court.

3. It is noted that the Consent Terms provide that the Plaintiff is to withdraw S.C. Suit No. 4402 of 1998 filed in the City Civil Court. To ensure that there is no confusion or lapse on this part, the Registry is directed to transmit an authenticated copy of this order to the Registrar of the City Civil Court to be placed before the Judge to whom S.C. Suit No. 4402 of 1998 is assigned, so that it can be listed for withdrawal at the earliest possible date.

4. The Suit is disposed of in these terms with no order as to costs. Refund of Court fees, if any, in accordance with the Rules.

5. The original documents filed by the parties shall be returned to them upon these being substituted by photocopies authenticated by their respective Advocates.

(G. S. PATEL, J.)