

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 82 OF 1994
IN
TESTAMENTARY PETITION NO. 230 OF 1994**

Pankaj Sunderdas Kapadia	...Plaintiff
<i>Versus</i>	
Ranjit Sunderdas Kapadia	...Defendant

Mr. S.R. Tejpal, *with Mr. Ashok Varma, i/b Tejpal & Company, for the Plaintiff.*
Mr. M.G. Raut, *for the Defendant.*

CORAM: G.S. PATEL, J
DATED: 24th August 2016

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by the Plaintiff and Defendant, both of whom are personally present in Court. The Consent Terms are also signed by the Advocates for the parties.

2. I am satisfied that the Consent Terms are not contrary to law; that they have been drawn by the parties of their own volition; and that they reflect their true intentions. 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. Exhibit "1" to these Consent Terms are a parallel set of Consent Terms proposed to be filed in another Suit No. 1113 of 2015 between Shri Mahavir Estates, a partnership firm and, *inter alia*, the present Plaintiff and the present Defendant as Defendants Nos. 2 and 1, respectively.
4. The present Testamentary Suit is disposed of in accordance with the Consent Terms. Refund of court fee, if any, in accordance with the Rules.
5. Drawn up decree or order dispensed with. Should either of the the parties require a drawn up order and decree, they will each be entitled, on production of an authenticated copy of this order, to apply for such a drawn up order/decrece, and will not be required to make a fresh application for that purpose.
6. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)