

JSN

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
MISCELLANEOUS PETITION NO.48 OF 2014**

Ashwini Ravi Kharat

... Petitioner

Versus

Maya Ravi Kharat

... Respondent

Mr. Murlidharan, with Ms. Tripty Kapadia and Aushay Vora, i/b.
M/s. Joy Legal Consultants for the Petitioner.

Mr. Siddharth Kamble, for Respondent.

CORAM: G.S. PATEL, J

DATED: 21st April 2016

PC:-

1. The Miscellaneous Petition is settled. This comes after considerable amount of evidence has been led in this Miscellaneous Petition for revocation of a heirship certificate under Section 2 of the Bombay Regulation VIII of 1927.

2. I must record my appreciation of efforts of both Mr. Murlidharan for the Petitioner and of Mr. Kamble for the Respondent in putting an end to this matter. Had this not been done, the Petitioner and the Respondent would have been in litigation for a considerable period of time.

3. Both the Petitioner and the Respondent are present in Court.

4. Consent Terms have been drawn up. I have suggested small corrections to these Consent Terms in Court today. Others have been suggested by the appearing Advocates. All these have been carried out.

5. In essence, the Consent Terms provide that as regards an immovable property being Flat No. B-4/403, Ramtirth Co-Operative Housing Society Ltd., Ramdev Park, Behind Shivar Garden, Mira-Bhayander Road, Mira Road (East), Dist. Thane-401 107, it is the Respondent who will have the sole right, title and interest therein. The Petitioner will have no interest in that flat. By virtue of these Consent Terms the Petitioner accepts that the Respondent is the sole and absolute owner of the said flat.

6. Clause 3 provides that as regards certain Provident Fund and other emoluments due to the legal heirs of Ravi Bapu Kharat, the Petitioner will be solely entitled to these.

7. In paragraph 4, the Petitioner and the Respondent have agreed that the emoluments due from the Motor Transport Department, Mumbai under the Kutumb Nivruti Vetan will be shared by the Petitioner and the Respondent equally from the date Ravi Bapu Kharat died, i.e. 18th August 2010, till the death of either the Petitioner or the Respondent. Upon the death of either of them, the survivor would be entitled to the entire amount.

8. There is also an undertaking to withdraw a application filed by the Respondent in the Court of Civil Judge, Senior Division, Thane.

9. Mr. Murlidharan and Mr. Kamble have explained the import and purport of these Consent Terms to their respective clients. As an added precaution I have asked the Associate of my Court to ensure that the Consent Terms are properly explained to the Respondent who is conversant in Marathi. Mr. Kamble explains the Consent Terms to her in Court in the presence of the Court Associate. The Petitioner for her part confirms having understood these Consent Terms. The Respondent confirms in Court having been explained and understood these Consent Terms and having signed them of her own volition.

10. I am satisfied that they reflect true intention of the parties and that they have arrived at by the parties on their own volition, without fraud or coercion of any kind. The Consent Terms are not contrary to law. The Consent Terms are taken and marked "X" for identification. The undertakings in the Consent Terms are accepted as undertakings to the Court.

11. The Miscellaneous Petition is disposed of in accordance with the Consent Terms with no order as to costs.

12. The Motor Transport Department, Mumbai is directed, acting on an authenticated copy of this order to ensure that the amounts due under the Kutumb Nivruti Vetan are paid monthly or periodically by two separate instruments of transfer, one in the name of Ashwini Ravi Kharat and the other in the name of Maya Ravi Kharat in the proportion of 50-50.

13. It is further clarified that by virtue of these Consent Terms, neither party will be deemed to have accepted the marital status of the other.

14. During the course of trial several original documents were tendered. These are to be returned to the Advocates on both sides upon these being substituted by photocopies authenticated by the Advocates on record.

15. Liberty to the parties to apply.

(G. S. PATEL, J.)