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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO.58 OF 1997
IN
TESTAMENTARY PETITION NO.403 OF 1997**

Mrs.Shelly M.Ghosh	...Plaintiff
<i>Versus</i>	
Dr.Anilkumar Shanti Sengupta	...Defendant

Mr.Denzil D'Mello, *with Ms. Geeta Sonawane, for the Plaintiff.*
Ms. Kusum Joshi, *i/b Mulla & Mulla , for the Defendant.*

CORAM: G.S. PATEL, J
DATED: 19th December 2016

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by the Advocates for the parties, as also by the Plaintiff and Constituted Attorney for Defendant No. 1, both of whom are personally present in Court.

2. The Consent Terms are in order. They are not contrary to law and have been drawn by the parties of their own volition in reflection of 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. For completeness a copy of the Consent Terms is annexed to this order. A soft copy of the Consent Terms is to be supplied by the Advocates on record by the end of the day today, failing which this order will not be signed nor uploaded.
4. The amendments required by the Consent Terms are to be carried out on or before 6th January 2017 without need of reverification. **Annexure R-1**
5. The Suit is disposed of in accordance with the Consent Terms. Refund of court fee, if any, in accordance with the Rules.
6. Drawn up decree dispensed with.
7. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)

CONSENT TERMS

1. Agreed & declared that the deceased Dr. (Mrs.) Ruby Shanti Sengupta died intestate & that by consent, the Will dated 31.10.1995 at Exhibit - 'B' to the above Petition, is declared null & void & set aside.
2. Agreed that the present Petition for Letters of Administration with the Will annexed to the property & credits of Dr. (Mrs.) Ruby Shanti Sengupta be converted into a Petition for Letters of Administration to the property & credits of Dr. (Mrs.) Ruby Shanti Sengupta (Without Will annexed.)
3. Agreed that the immoveable property of the Deceased namely, Fatima House bearing Plot No.409, Cadastral Survey No.815 of Mahim Division, T.P.S. III of Mahim Division, admeasuring 367.06 square metres situate at Mogul Lane, Mahim, Mumbai 400 016, presently in the management & care of the Plaintiff, shall belong to the Plaintiff & Defendant Nos. 1 & 2 jointly & equally.
4. Agreed that the immoveable property of the Deceased namely, Zenetina Chawl bearing Plot No.404, Cadastral Survey No.811 of Mahim Division, T.P.S. III of Mahim Division admeasuring 581.11 square metres, situate at Mahim, Mumbai 400 016, shall belong jointly to the Plaintiff & the Defendant Nos. 1 & 2 jointly & equally.

5. Agreed that the immoveable property of the Deceased namely, plot of land admeasuring 1 Acre & 20 Gunthas, situate at Village, Eksar, Borivali, Mumbai bearing S. No.149, Old Survey No.152/7 & 152/9, C.T.S. No.882 & 884, shall belong jointly to the Plaintiff & Defendant Nos. 1 & 2 jointly & equally.

6. Agreed & declared that apart from the immoveable properties listed in Clauses 3, 4 & 5 above, the Deceased did not own any other immoveable property.

7. By consent agreed & declared that there was no other immovable property belonging to the deceased.

8. Agreed & recorded that the financial assets of the Deceased have already been divided equally amongst the Plaintiff & the Defendants. The parties hereto confirm that save & except what is recorded in these Consent Terms, they have no claim of whatsoever nature against each other. The Parties hereto agree that none of them shall re-agitate the issues decided under the present Consent Terms & that the same are final & binding on them & their respective heirs, executors & administrators.

9. Agreed that the moveable assets of the Deceased have by mutual agreement been so distributed overall in such a manner, that the estate of the Deceased is equitably distributed amongst the Plaintiff & the two Defendants.

10. Agreed & declared that the Parties hereto have no claim of whatsoever nature against each other in the matter of the estate of their mother the Deceased & that the distribution arrived at herein set out is full, fair & that none of them have any claim or demand of any nature whatsoever against the other pertaining to the estate of the Deceased or any part thereof.

11. Agreed & declared that pursuant to the execution of these Consent Terms, the Plaintiff & the Defendants are at liberty to approach the various authorities to transfer the immoveable properties that accrue to them by virtue of these Consent Terms. The Parties hereto agree & undertake to render all the necessary co-operation to each other including executing necessary documents & other writings in order to facilitate the transfer of immoveable properties comprising the estate of the Deceased in conformity with these Consent Terms. It is however, clarified that the costs, if any, shall be borne & paid by the parties equally.

12. The Defendant Nos.1 & 2 hereby consent to Letters of Administration to the property & credits of Dr. (Mrs.) Ruby Shanti Sengupta being granted in favour of the Plaintiff/Petitioner without service of any fresh citation on them & without justifying surety in respect of their share in the estate of the Deceased. The consent herein contained shall dispense with the filing of separate Affidavits of the Defendant Nos. 1 & 2 consenting to Letters of Administration to the property &

credits of Dr. (Mrs.) Ruby Shanti Sengupta being granted in favour of the Plaintiff/Petitioner without service of any fresh citation on them & without justifying surety in respect of their share in the estate of the Deceased.

Dated this 19th day of December, 2016.

Plaintiff

Defendant No.1

Denzil D'Mello
Plaintiff's Advocate

Mulla & Mulla & Cragie Blunt &
Caroe
Advocates for Defendant No1.

Defendant No.2
Through her duly Constituted
Attorney Mrs. Shelly Manosh Ghosh

Francesca von Geyer
Advocate for the Defendant No.2