

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 40 OF 2010
IN
TESTAMENTARY PETITION NO. 741 OF 2009**

Roshan D. Sadarangani ...Plaintiff
Versus
Mohan Sitaldas Punwani & Ors. ...Defendants

**WITH
TESTAMENTARY SUIT NO. 112 OF 2010
IN
TESTAMENTARY PETITION NO. 759 OF 2009**

Kishanchand Sitaldas Punwani, Munesh Gulabrai
Punwani & Ors. ...Plaintiffs
Versus
Roshan D. Sadarangani ...Defendant

Mr. Anupam Dighe, *a/w Ms. Kanan Chawda, i/b India Law
Alliance, for the Plaintiff-Roshan D. Sadarangani.*
Mrs. Veena Thadani, *for the Defendants in TS/40/10 and for
Plaintiffs in TS/112/10.*

CORAM: G.S. PATEL, J
DATED: 3rd May 2016

PC:-

1. Testamentary Suit No. 112 of 2010 is mentioned, not being listed today. By consent, it is called out and taken up. Both suits are settled. Common Consent Terms are tendered. These are signed by the Plaintiff in Testamentary Suit No. 40 of 2010 and the Defendants in that Suit. They are also signed by the Advocates for the parties.
2. The two Suits are cross Suits, each propounding a different Will of the same Testator. There are cross Caveats as well. By these Consent Terms, the entire dispute is settled.
3. I have seen the Consent Terms. They make provision for the distribution of assets between the parties, including particularly a Flat No. 11B, Akash Ganga, 89, Bhulabhai Desai Road, Mumbai 400 026, and also certain amounts. The Consent Terms are, in my view, fair and reasonable. I have seen the Consent Terms and am satisfied that they reflect the true and correct intention of the parties; have been drawn without fraud, force and coercion; and are not contrary to law. The Defendants are present in Court. The Plaintiff in Testamentary Suit No. 40 of 2010 cannot remain present. This was mentioned to me yesterday.
4. 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.

5. Both Suits are disposed of in accordance with the Consent Terms. Drawn up decrees, if any, are dispensed with. Refund of Court fees in both Suits, if any, in accordance with the Rules.
6. All pending Notices of Motions are disposed of as infructuous.
7. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)