

JSN

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 101 OF 2015
IN
TESTAMENTARY PETITION NO. 299 OF 2015

Narendra Subhashchandra Baliga ...Plaintiff
Versus
Sumanti Subhashchandra Baliga and others ...Defendants

Mr. K.J. Presswalla, *with Mr. Sandeep Goyal and Reema Vichare i/b*
M/s. Mulla and Mulla and Craigie Blunt and Caroe for the
Plaintiff.

Mr. Himanshu Kode, *for Defendants*

CORAM: G.S. PATEL, J
DATED: 26th September 2016

PC:-

1. Consent Terms are tendered in the Suit. These are executed by three Defendants and the Plaintiff. Defendant No.1 has put her thumb impression; she has been identified by her Advocate. The other Defendants have signed. The Consent Terms are also signed by the Advocates for the parties. The Consent Terms are dated 30th August 2016. All the parties except the 1st Defendant are present in Court.

2. The Consent Terms are in order. They are not contrary to law. They appear to have been drawn by the parties of their own

volition and they reflect the parties' 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. The Suit is disposed of in accordance with the Consent Terms.

3. Refund of Court Fees, if any, in accordance with the Rules.

4. Drawn up decree dispensed with. However, should the parties require a drawn up decree for the purpose of implementation of these Consent Terms, that decree will be drawn up in accordance with these Consent Terms and the parties will be entitled to apply for a drawn up decree without needing to make a separate application to Court for that purpose and on production of an authenticated copy of this order.

(G. S. PATEL, J.)