

JSN

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 83 OF 2014
IN
TESTAMENTARY PETITION NO. 197 OF 2013**

Neeta Rasiklal Shah and Another ...Plaintiffs
Versus
Harendra Rasiklal Shah ...Defendant

Mr. N.B. Khan, for the Plaintiffs.
Mr. Datta Mane, for Defendants.
Ms. Neeta R. Shah, with Ms. Amita R. Shah both Plaintiffs are present.
Mrs. Veena Harendra Shah, wife of Defendant is present.
Mr. Nahesh R. Shah, present.
Mr. Mrugesh Mahesh Patani, is present.

CORAM: G.S. PATEL, J
DATED: 17th October 2016

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by the Plaintiffs and the Defendants and their respective Advocates. The Consent Terms have been explained and interpreted in Gujarati to the Plaintiffs.

2. I have seen the Consent Terms. They appear to be in order. I am satisfied that they are not contrary to law and have been drawn

by the parties of their own volition and 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. The Suit is disposed of in accordance with the Consent Terms. Refund of Court Fees, if any, in accordance with the Rules.

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

5. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)