

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO.118 OF 2015
IN
TESTAMENTARY PETITION NO.752 OF 2003**

Jagdish Jaywant Mahajan	...Plaintiff
<i>Versus</i>	
Suresh Jaywant Mahajan	... Defendant

Mr. S.B. Deshmukh, for the Plaintiff.
Mr. S.C. Naidu, i/b C.R. Naidu and Company for the Defendant.

CORAM: G.S. PATEL, J
DATED: 22nd July 2016

PC:-

1. The entire Suit is settled. There is a Memorandum of Settlement. It has been signed by the Plaintiff and by the three Defendants, legal heirs of the original Defendant. All the signatories are personally present in Court. The Memorandum duly witnessed. It is clarified that although the settlement pertains to certain immovable properties, it does not by itself operate to transfer any interest in those properties. The Memorandum is taken on record and marked "X" for identification. Mr. Naidu will provide a docket and proper stitching.

2. There are statements and undertakings in that Memorandum. At the joint request of the Advocates, I accept these statements and undertakings as undertakings to the Court.
3. The Suit is disposed of in accordance with MoU of Settlement. Drawn up decree dispensed with.
4. Refund of court fees in accordance with the Rules.
5. Letters of Administration to be issued jointly as provided in Clause (8) at page 9 of the MoU.
6. In view of this, all the pending interim proceedings are infructuous and do not survive. They are disposed of accordingly.

(G. S. PATEL, J.)