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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 122 OF 2013
IN
TESTAMENTARY PETITION NO. 1078 OF 2012**

Shaheen Nasser Khan	...Plaintiff
<i>Versus</i>	
Roshan Yusuf Khan	...Defendant

Mr. R.A. Shaikh, for the Plaintiff.
Mr. Chetan Akerkar, for the Defendant.

CORAM: G.S. PATEL, J
DATED: 14th December 2016

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by the Plaintiff and the Defendant and their respective Advocates. Both parties are present in Court.

2. I have seen the Consent Terms. They are in order. I am satisfied that they are not contrary to law, 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. A copy of the Consent Terms is appended to this order for completeness.

3. The Suit is disposed of in accordance with the Consent Terms. No order as to costs. Drawn up decree/order dispensed with.
4. Refund of court fee, if any, in accordance with the Rules.
5. The parties are directed to take back the originals of the documents submitted by them upon those being substituted by true copies certified by the Advocates for the respective parties.
6. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)

CONSENT TERMS

The Plaintiff and the Defendant have amicably settled the above testamentary suit on the terms set out herein below:

1. The Plaintiff has hereby handed over a Demand Draft of Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) bearing No.706982 drawn on State Bank of India dated 13th December 2016 towards the Defendant's share in the estate of the deceased Nasser Yusuf Khan mentioned in the Schedule at Item 1 and 2 of the testamentary petition, except, the item mentioned in clause (2) here in below. The Plaintiff undertakes that the above demand draft bearing No.706982 drawn on State Bank of India dated 13th December 2016 for Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) will be realized on presentation by the Defendant with the Defendant's banker.

2. The Plaintiff and the Defendant have lately discovered that the deceased had a mutual fund investment with UTI Mutual Fund details of which are given herein below:-

<u>Folio No.</u>	Name of the Scheme	Initial Units	Cost value (Rs)
51414372207	INDP-UTI Infrastructure Fund Growth	2740.143	52,172.24
51414372207	BAGP-UTI BALANCED FUND Growth	939.198	55,000

The Defendant shall be entitled to get the said mutual funds transferred in the name of the Defendant and the Defendant shall also be entitled to withdraw, redeem and encash the units of the said mutual funds, for which the Plaintiff hereby accords her consent irrevocably. The Plaintiff through herself, her legal heirs and representatives shall not claim any right over the said mutual funds and by virtue of the present consent terms, the Defendant shall be entitled to receive the proceeds of the said mutual funds to the exclusion of the Plaintiff. The Plaintiff is granted liberty to amend the Schedule of the Testamentary Petition No.1078 of 2012 and include the aforesaid mutual funds mentioned herein above in the Schedule of the Petition within two weeks from today.

3. All claims and counter claim against each other stand settled in terms of the consent terms.

4. The office of the Testamentary Department of this Honourable Court to issue letter of administration to the Plaintiff, after completion of final requisition notice.

5. The Society shall transfer right, title and interest in flat at 202, Anita Building No.9, Sector II, Plot D, Akurli, Kandivali (East), Mumbai 400101 in the name of the Plaintiff Mrs. Shaheen Nasser Khan within four weeks of submission of letter of administration to the society and / or pass such resolution to transfer the flat in the name of Plaintiff Mrs Shaheen Nasser Khan in the Annual General Meeting to be held immediately

thereafter.

6. The pending dues, outgoings and arrears of the said flat at 202, Anita Building No.9, Sector II, Plot D, Akurli, Kandivali (East), Mumbai 400101 payable to Anita Building No.9 CHS Ltd or any authority shall be paid by the Plaintiff and the Defendant shall not be liable in any manner whatsoever for any liability arising from the said flat.

7. All concerned to act on certified copy of the consent terms and Unit Trust of India shall transfer the two mutual funds referred hereinabove in the name of the Defendant within two weeks of receipt of the certified copy of the present consent terms.

8. The Testamentary Suit No.122 of 2013 by virtue of the present consent terms shall stand disposed off with no order as to cost.

Mumbai 14th December 2016

Plaintiff

Defendant

Advocate for the Plaintiff
Defendant

Advocate for the