

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 164 OF 2016
IN
TESTAMENTARY PETITION NO. 1204 OF 2016**

Harish Mahendra Chinai ...Plaintiffs
Versus
Jaina Chinai Sanga alias Jaina Mahendra Chinai ...Defendant

Mr. Nilesh Mody, i/b M/s. Rustomji Ginwala, for the Plaintiffs.
Mr. Gaurang Mehta, for the Defendant.

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

PC:-

1. The Suit is settled. Consent Terms are drawn up. These are signed by the Plaintiffs and the Constituted Attorney of the Defendant, as also by their respective Advocates.
2. I have seen the Consent Terms. They are in order. They are not contrary to law and they appear to reflect the parties' true intention and have been drawn by the parties of their own volition. The Consent Terms are taken on record and marked "X" for identification. The undertakings in the Consent Terms, if any, are accepted as undertakings to the Court.

3. The Suit is disposed of in accordance with the Consent Terms. There will be no order as to costs.
4. The Petition is to proceed as an uncontested Petition for grant of probate. Probate is directed to be issued expeditiously. The Department is not to raise a requisition regarding service of citation on the heirs.
5. The drawn up order 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 order is to be strictly in accordance with these Consent Terms only.
6. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)