

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 11 OF 2007
IN
TESTAMENTARY PETITION NO. 622 OF 2006**

Anandkumar A Singh ...Plaintiff
Versus
Arbindkumar A Singh ...Defendant

Mr Ashutosh Shukla, *i/b Ajay Upadhyay, for the Plaintiff.*
Mr MA Singh, *Defendant in person.*

CORAM: G.S. PATEL, J
DATED: 13th July 2018

PC:-

1. Consent Terms are drawn up. These are signed by the Petitioner as also by the Caveators and other parties as also by their Advocates. The Petition itself is for Probate. The Consent Terms record that Caveats are being withdrawn. Probate is therefore required to be issued. However in the Consent Terms the parties have arrived at what is effectively a family settlement or arrangement or a distribution of the estate following the grant of Probate. This is entirely permissible and within the frame of Order XXIII of the Code of Civil Procedure 1908 (“**CPC**”).

2. I am satisfied that the Consent Terms are not only in order and not contrary to law and that they reflect the true intention of the parties and that they have been drawn by the parties of their own volition. The Consent Terms are taken on record and marked 'X' for identification with today's date.

3. The Testamentary Suit and the Testamentary Petition are disposed of in accordance with the Consent Terms. The undertakings in the Consent Terms are accepted as undertakings to the Court. The Probate will be granted in the routine course. Drawn up order dispensed with. The requirement of the executor filing an Affidavit regarding administration of the estate and accounts is dispensed with.

4. The Testamentary Suit is disposed in these terms. The Testamentary Petition will also be shown as disposed of in these terms.

5. A soft copy of the Consent Terms is to be uploaded as the second order in the order.

6. The Caveator is personally present in Court. He states that his Advocate is unavailable as he is sitting for law examination.

(G. S. PATEL, J)