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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY & INTESTATE JURISDICTION

TESTAMENTARY SUIT NO.154 OF 2015
IN
TESTAMENTARY PETITION NO.499 OF 2015

Sanjiv P. Anavkar

...Plaintiff
...Petitioner

V/s.

Rajiv P. Anavkar

...Respondent
...Caveator

WITH
TESTAMENTARY SUIT NO.211 OF 2016
IN
TESTAMENTARY PETITION NO.2070 OF 2015

Purshottam B. Jambavdekar

...Plaintiff
...Petitioner

V/s.

Sanjiv P. Anavkar

...Respondent
...Caveator

Mr.Sanjeev Sawant for the Plaintiff.

Mr.B.G. Saraf for the Defendant.

Mr.R.P. Anavkar – Defendant is present.

CORAM : R.D. DHANUKA, J.
DATE : 5TH MARCH, 2019.

P.C. :-

1. Learned counsel appearing for the parties have tendered the consent terms dated 5th March, 2019 duly signed by the plaintiff,

the defendant and the executor in Testamentary Petition No.2070 of 2015 and their respective advocates. The consent terms have been explained in Marathi by the learned counsel for the plaintiff to the plaintiff. The defendant, who is present in Court, states that he has understood the consent terms and was explained the consent terms by his counsel. The consent terms are taken on record and marked "X" for identification. The undertakings recorded in the consent terms are accepted. The signatures of the parties are identified by their respective advocates. The Testamentary Suit Nos.154 of 2015 and 211 of 2016 are disposed of in terms of the consent terms.

2. Refund of Court fees, if any, as per rules in favour of Mr.Sanjiv P. Anavkar, the plaintiff in Testamentary Suit No.499 of 2015. Since the probate is directed to be granted in favour of the plaintiff in the Testamentary Suit No.211 of 2016, no refund of the Court fees would be issued to the said plaintiff.

3. Both the parties through their respective advocates also agree that the stamp duty, if payable on transfer of the properties mentioned in the consent terms shall be borne by their respective clients. The statements are accepted.

(R.D. DHANUKA, J.)