

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

TESTAMENTARY SUIT NO. 141 OF 2015
IN
TESTAMENTARY PETITION NO. 42 OF 2015
ALONGWITH
NOTICE OF MOTION NO. 130 OF 2017
IN
TESTAMENTARY SUIT NO. 141 OF 2015

1. Rajesh Bhaichand Parekh (Deceased)
1 (a) Rekha Rajesh Parekh & Ors.Plaintiffs

V/s.

Urmila Jayantilal Chawan & Ors.Defendants

Mr. Prayag Joshi i/b Bipin Joshi for Plaintiffs.
Mr. Udayan Shah for Defendant Nos. 1 and 2.
Mr. Uttam S. Rane a/w Mr. Vikram Ahirwar for Defendant No. 3.

CORAM : K.R.SHRIRAM, J.
DATED : 15th JULY 2021

P.C. :

1. Mr. Joshi states that Plaintiff No.2 expired on 05/04/2020 and defendants are the legal heirs of Plaintiff No.2. Mr. Shah confirms the same. Therefore, leave to amend the plaint to delete Plaintiff No.2 is permitted.

2. Parties have entered into the Consent Terms dated 14th July, 2021. The Consent Terms signed by Plaintiff No.1(a), 1(b), Defendant

Nos.1, 2 and 3 and their respective advocates is taken on record and marked "X" for identification. Learned counsel states that signatory to the Consent Terms of plaintiff and defendant are present on line and were identified by them.

3. For ease of reference, the Consent Terms is scanned and reproduced herein below :-

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 141 OF 2015
(TESTAMENTARY PETITION NO. 42 OF 2015)

1. RAJESH BHARUCHAND PAREKH)
(since deceased))
1(a). **RIKHA RAJESH PAREKH**)
Age 51 years, occupation housewife.)
1(b). **PRIAL RATESHI PAREKH**)
Age 28 years, occupation service)
Both adults, Indian inhabitants of Mumbai)
Residing at A-302, Karanjia Conj. Vellachy Bldg.)
Luna, Kurla (West), Mumbai - 400 072)
2. **CHANDRANANT BHARUCHAND PAREKH**)
(since deceased))
Plaintiffs

Versus

1. **SMT. URMILA JAYANTILAL CHAUDHAN**)
an adult, aged about 60 years, Hindu,)
Indian Inhabitant of Mumbai, residing at)
C/113, Raghavam Apartment, Near Vallabh)
Road, Ashokvihar, Dahisar (East),)
Mumbai - 400 068,)
2. **SMT. CHHAYA DIPESH MODI**)
an adult, aged about 52 years, Hindu,)
Indian Inhabitant of Mumbai, residing at)
B/2-22, Kana Matra, Behind Ashwarya Hotel,)
Kopar Road, Dahisar (West), Thane)
3. **HANSA HARI ALISHA NYA**)
Adult, aged about 67 years, Hindu,)
Indian Inhabitant of Mumbai,)
Residing at C/o Pratima Deepak Mahavara,)
Satgauri Co-op Society, Flat No. 208,)
Room No. 304, Sector 19A, Karjan Dev,)
Mumbai, Near Ganesha Varjan Temple,)
Suparkhairate 400 700 Near Mumbai)
Defendants

CONSENT TERMS:
The dispute between the parties herein has been mutually and amicably settled upon the following terms and conditions:

R. R. Parekh
C. W. Modi
P. M. S.

1. The parties hereto agree and declare that the only asset of the deceased, Smt. Triveniben Bhaichand Parekh was a flat bearing flat No. 4, Jagdish Niwas, Tilak Road, Ghatkopar (East), Mumbai - 400 077 and presently redeveloped and granted on ownership basis a flat by way of Permanent Alternate Accommodation being flat No. 101, Viki Heights, Tilak Road, Ghatkopar (East), Mumbai - 400 077.
2. The parties hereto agree and declare that the said flat No. 4 will be mutually sold out to prospective purchasers and proceedings thereof will be divided in the following ratio:

(a) Plaintiffs Nos. 1(a), 1(b)	- 43.75 %
(b) Defendant No. 1	- 18.75 %
(c) Defendant No. 2	- 18.75 %
(d) Defendant No. 3	- 18.75 %
3. The parties hereto shall take appropriate steps for obtaining the aforesaid Permanent alternate accommodation from the Developers, DIVIJ DEVELOPERS and also take appropriate steps for recovery of arrears of compensation and the same shall also be divided in the proportion mentioned hereinabove.
4. The parties hereby withdraw all the allegations made against each other.
5. The parties hereto agree and undertake to co-operate each other in implementing the terms and conditions of the Consent Terms.
6. All costs, charges, expenses for disposal of the aforesaid flat and for completing the formalities for perfecting the title as well as for the recovery of compensation, the same shall be borne and paid by the parties hereto in the aforesaid proportion.
7. No order as to costs.

Bombay, dated 14th day of ^{July} March 2021.

उत्तराधिकारी

[Signature]

[Fingerprint]

RHT

R. R. Purohit
C.A. Modi

Advocate for Plaintiffs
(Rishi D. Joshi)

R. R. Joshi
(Rishi D. Joshi) Plaintiff No. 1(a)

(Rishi D. Joshi) Plaintiff No. 1(b)

Advocate for Defendants Nos. 1 and 2
(Urmila Jayantilal Shah)

Urmila Jayantilal Shah
(Urmila Jayantilal Shah) Defendant No. 1

(Urmila Jayantilal Shah) Defendant No. 2

Advocate for Defendant No. 3
(Rishi D. Joshi)

(Rishi D. Joshi) Defendant No. 3

INTERESTED to in Gujarat
to Plaintiff Nos. 1(a) and 1(b)
and Defendant Nos. 1, 2 and 3 only.

Bali
Sd/-
14/7/2021

FIS 5
NO. 245
14/7/2021

4. Order in terms of the Consent Terms.
5. All statements and undertakings in the Consent Terms are accepted.
6. No order as to costs.
7. Suit accordingly stands disposed.
8. Refund of court fee, if any, be paid in accordance with rules.
9. All interim applications stand disposed.
10. All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)