

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO.40 OF 2006**

Shailesh Umakant Shukla

... Plaintiff

Vs.

Indradeo Harihar Shukla, Since deceased
through his LRs 1a) Vinay Indradeo Shukla
& Anr.

... Defendants

Mr. D. R. Mishra for the Plaintiff.

Mr. Ashutosh Shukla for the Defendants.

CORAM : ARIF S. DOCTOR, J.

DATE : 22ND DECEMBER 2022

P.C. :

1. Today, the parties have tendered the consent terms, by which the disputes and differences in Testamentary Suit No.40 of 2006 have been resolved.

2. The consent terms have been duly executed by the respective advocates for the parties. The parties are present in the Court and are identified by their respective advocates. They have also produced xerox copies of their respective Aadhar Card, as copy of the proof.

3. The consent terms are taken on record and marked 'X' for identification. For ease of reference, said consent terms are scanned and reproduced as under :-

Coram :- Arif S. Doctor, J.
Date :- 22/12/22

X

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
SUIT NO. 40 OF 2006
IN
IN PETITION NO. 824 OF 2000**

X
22/12/22

Petition for probate of the Last Will and Testament of
HARDAS DEVRAJ SHUKLA,
Hindu inhabitant of Mumbai,
residing at 2E/13, Dr. Lohia
Nagar, L.B.S. Marg, Kurla,
Mumbai - 400 088.

.....DECEASED
SHAHFESH LMAKANT SHUKLA,)
Hindu inhabitant of Mumbai, having address at)
Shukla Flour Mill, Gangawadi, L.B.S. Road.)
Ghatkopar (W), Mumbai - 400 086., being the)
sole executor under the last Will and)
Testament of the Deceased abovenamed.)PLAINTIFF

VERSUS

1) **VINAY INDRADEO SHUKLA,**)
Hindu Indian inhabitant of Mumbai, Residing at)
B-1104, Goodwill Paradise, Sector No. 15, Plot)
No. 24, Kharghur, Navi Mumbai - 410 210.)

2) **RANJANA VIKASH SHUKLA,**)
Hindu Indian Inhabitant of Mumbai Residing)
at 7203, Five Star Apartment, Marpnda Road,)
Star Colony, Dombivoli Kalyan Municipal)
Corporation, District Thane.).....DEFENDANTS.

CONSENT TERMS BETWEEN THE PLAINTIFF AND DEFENDANTS:

The plaintiff and defendants hereinabove mutually and amicably settled the dispute of testamentary petition and they have agreed to record the terms of settlement as under:

1. It is agreed and declared that the plaintiff hereby withdraw the above mentioned Petition No. 824 of 2000, which is connected in Testamentary Suit No. 40 of 2006.
2. It is agreed and declared that the parties i.e. plaintiff and defendants will withdraw all cases, allegation against each other before the court of law and /or any authorities, and further both the parties will not file any case against each other in respect of the properties mentioned under the will.
3. The plaintiff agreed and declared that the probate issued by Hon'ble High Court Bombay on 26/04/2000 of the will dated 10/05/1999 in the Petition No. 51 of 2000 remain intact and operative, the plaintiff shall accept said probate dated 26/04/2000.
4. The plaintiff and defendants agreed and declared that the property standing in the name of deceased Mr. Haridas Shukla, i.e. a) at Gol Building, 85-B, Belgrami Road, Kurla (W), Mumbai – 400 070. b) at Shop Premises at Shop No. 27, Building No. 3, Dr. Ram Manohar Lohia Nagar, Kurla (W), Mumbai – 400 070, and c) Flour Mill at Bhattwadi, Jeevdaya G. Lane, New Pipe Line, Ghatkopar (W), Mumbai – 400 084, d) Shop premises at Bailbazar, survey No. 114 and Flat No. 2E/13, Dr. Rammanohar Lohia Nagar, L.B. S. Road, Kurla (W) will be transferred in the name of defendants. The plaintiff and his legal heirs have no objection, if the said property transferred in the name of defendants.

5. The Plaintiff and defendants agreed and declared that the properties (Agricultural Land) standing in the name of deceased at Village- Husepur, Naharpur and Sugulpur, Dist.- Jaunpur, State - Uttar Pradesh, will be transferred in the name of plaintiff. The defendants and their legal heirs have no objection for the same.
6. In view of said consent terms, the probate suit, petition be disposed off.
7. That the probate court fees be refunded to the plaintiff as per law.

Mumbai. Dated this 22nd day of December, 2022.


Advocate for the plaintiff


Shailesh Umakant Shukla
(Plaintiff)


Advocate for the Defendants

- 1) 
Vinay Shukla
- 2) 
Ranjana Shukla
(Defendants)

4. Testamentary Suit No.40 of 2006 is thus disposed of in terms of the consent terms.

5. The Court fees, if any, shall be refunded as per Rules.

(ARIF S. DOCTOR, J.)