

Coram : Manish Pitale, J

Date: 22/12/2023

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 477 OF 2016

1. Chandrashekar Balkrishna Kothari)
Adult Hindu Indian Inhabitant of)
Mumbai, residing at Flat No. B-703,)
Chitrakoot, Kulupwadi Road, Opp:)
Raheja Estate Borivali (East),)
Mumbai – 400 066)
 2. Nina *alias* Nilaben Bhupendra Mehta)
Adult Hindu Indian Inhabitant of)
Mumbai, residing at 13/402, Utsav)
Apartment, New MHADA Housing)
Complex, Oshiwara Lokhandwala)
Link Road, Andheri (West),)
Mumbai – 400 053)
presently residing at:)
Flat No. 37, 5th Floor, Ratan Abad CHS,)
Tukaram Javji Road, Grant Road (West),)
Mumbai – 400 007)
 3. Rita Prakash Parekh)
Adult Hindu Indian Inhabitant of)
Mumbai, residing at Flat No.21,)
2nd floor, Lavina Building, Near Podar)
School, Santacruz (West),)
Mumbai – 400 054)
- ... Plaintiffs

Versus

1. Rajan Balkrishna Kothari)
Adult Hindu Indian Inhabitant of)

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- Mumbai, residing at A- Wing, 3001)
 30th floor, Shreepati Jewels,)
 Taty Gharpure Marg, Pimpalwadi,)
 Girgaon, Mumbai – 400 004.)
2. Meena Kirit Mandani)
 Adult Hindu Indian Inhabitant of)
 Mumbai, residing at 602/604,)
 G-Wing, Modi Park, Prithvi Classic,)
 Irani Wadi No. 3, Kandivali (West),)
 Mumbai – 400 067.)
3. Nalini Ramchandra Kothari)
 Adult Hindu Indian Inhabitant of)
 Mumbai, residing at Flat No. A-13,)
 1st floor, Bansi Nagar, Kulupwadi,)
 Borivali (East), Mumbai – 400 066.)
4. Amit Ramchandra Kothari)
 Adult Hindu Indian Inhabitant of)
 Mumbai, residing at Flat No. A-13,)
 1st floor, Bansi Nagar, Kulupwadi,)
 Borivali (East), Mumbai – 400 066.)
5. Rina Rajan Kothari)
 Adult Hindu Indian Inhabitant of)
 Mumbai, residing at A- Wing, 3001)
 30th floor, Shreepati Jewels,)
 Taty Gharpure Marg, Pimpalwadi,)
 Girgaon, Mumbai – 400 004.)
- ... Defendants

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CONSENT TERMS BETWEEN PLAINTIFFS AND DEFENDANTS:

1. AGREED, DECLARED AND CONFIRMED that the Plaintiffs and Defendant Nos. 1, 2 and 5 have resolved and settled all their disputes and differences pertaining to the estate of their late parents viz. late Mr. Balkrishna Laxmidas Kothari and late Mrs. Ashaben Balkrishna Kothari, details whereof are more particularly mentioned in the Schedule Nos. I and II hereunder, respectively, in terms hereof.
2. The Defendant No. 1 agrees and undertakes to this Hon'ble Court, that in consideration of the settlement arrived at between the parties, the Defendant No. 1 shall pay a sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) to each of the Plaintiffs and to Defendant No. 2. The Advocate for Defendant No. 1 shall, simultaneously at the time of filing these Consent Terms and withdrawal of the Caveats mentioned hereinbelow in the aforesaid Testamentary Petitions in this Hon'ble Court, hand over the banker's cheques listed at Sr. Nos. 1, 2 and 3 below for the aforesaid sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) favouring each of the Plaintiffs, to the Advocate for the Plaintiffs, who shall hand them over to the Plaintiffs.

Sr. No.	Name	Name of the Issuing Bank	Banker's Cheque Details	Amount (in INR)
1.	Chandrashekhar Balkrishna Kothari	Bank of Baroda	117831 dated 18.10.2023	25,00,000.00

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2.	Nina Bhupendra Mehta	Bank of Baroda	117830 dated 18.10.2023	25,00,000.00
3.	Rita Prakash Parekh	Bank of Baroda	117829 dated 18.10.2023	25,00,000.00
4.	Meena Kirit Mandani	Bank of Baroda	117828 dated 18.10.2023	25,00,000.00

3. The Advocate for Defendant No. 1 shall, simultaneously at the time of filing these Consent Terms and withdrawal of the said Caveats in the aforesaid Testamentary Petitions in this Hon'ble Court, also hand over to Defendant No. 2, a banker's cheque for the sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) favouring Defendant No. 2, being the banker's cheque listed at Sr. No. 4 above.

4. The Defendant No. 1 states that the various bank / demat accounts and mutual fund holdings held in the name of Mr. Balkrishna Laxmidas Kothari and Mrs. Ashaben Balkrishna Kothari, individually and/or jointly with one another and/or jointly with the Defendant No. 1 and/or his family members stand frozen on account of letters addressed by the erstwhile Advocates for the Plaintiffs to such banks / mutual fund houses pursuant to Order dated 20th June 2016, passed in Notice of Motion No. 1519 of 2016 in the instant Suit No. 477 of 2016. To aid the de-freezing of all the accounts / mutual fund holdings, the Advocates for the Plaintiffs shall, simultaneously at the time of filing these Consent Terms and withdrawal of the said Caveats in the aforesaid Testamentary Petitions in this Hon'ble Court and

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against receipt of the banker's cheques for the aforesaid sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) favouring each of the Plaintiffs, cause letters to be issued by the erstwhile advocates of the Plaintiffs addressed to the said banks / mutual fund houses and handover the same to the Advocates for Defendant No. 1 to enable the Advocates for Defendant No. 1 to circulate copy of these Consent Terms alongwith the court orders passed in the instant suit in terms of these Consent Terms to all the Banks and Financial Institutions, etc., wherein the erstwhile Advocates for the Plaintiffs have addressed a letter of freezing the accounts / mutual funds so that the bank accounts / demat and mutual fund holdings can be un-frozen, and immediately the Defendant No. 1 shall be entitled to liquidate such holdings / funds / assets. In the event, it comes to the knowledge of the Defendant No. 1 that the Advocate and/or erstwhile Advocates of the Plaintiffs had addressed any letters to the Banks and Financial Institutions, etc. which are not withdrawn by them pursuant to these Consent Terms, then in that event the same shall be brought to the notice of Plaintiffs by the Defendant No. 1 and/or his Advocates and the Plaintiffs unconditionally undertake to immediately withdraw the same and, if necessary, cause their Advocate and/or erstwhile Advocates to withdraw the same.

5. The Plaintiffs, jointly and severally, agree and undertake to this Hon'ble Court to withdraw the Caveats filed by them in the Testamentary Petition No. 2187 of 2015 and Testamentary Petition No. 1379 of 2016, simultaneously upon receipt of the aforesaid sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) by each of the Plaintiffs and to this end, upon receipt of the banker's cheque for a sum of Rs. 25,00,000/- (Rupees

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Twenty-Five Lakhs Only) by each of the Plaintiffs, the Plaintiffs shall simultaneously hand over their respective affirmed affidavits withdrawing their respective Caveats in the aforesaid Testamentary Petitions thereby giving their consent for granting Probate with respect to the last Will and Testament of their late parents viz. late Mr. Balkrishna Laxmidas Kothari and late Mrs. Ashaben Balkrishna Kothari as preferred by the Defendant No. 1 in Testamentary Petition No. 2187 of 2015 and Testamentary Petition No. 1379 of 2016, to the Advocates for Defendant No. 1.

6. AGREED, DECLARED AND CONFIRMED by the Plaintiffs and Defendant Nos. 1, 2 and 5 that these Consent Terms shall prevail over the last Will and Testament of their late parents viz. late Mr. Balkrishna Laxmidas Kothari and late Mrs. Ashaben Balkrishna Kothari as preferred by the Defendant No. 1 in Testamentary Petition No. 2187 of 2015 and Testamentary Petition No. 1379 of 2016, respectively, in respect of matters covered by these Consent Terms. These Consent Terms override and shall prevail over all prior agreements, arrangements and/or understandings, whether written or oral, express or implied, between the Parties hereto.

7. AGREED, DECLARED AND CONFIRMED by the Defendant Nos. 1, 3 and 4 that, on execution of these Consent Terms and on withdrawal of Caveats as envisaged herein, Plaintiff No. 1 shall become the lawful monthly tenant and in exclusive, use and possession of one Room being Room No. 29, together with existing mezzanine in the said Room No. 29, on the 5th Floor of Laxmikant Bhuvan building, standing on Cadastral Survey No. 2483/2484 of Bhuleshwar Division, situated at 3rd Bhoiwada,

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 [Signature]

Mumbai – 400 002 (hereinafter referred to as “the 1st Plaintiff’s said Room”).

8. The Plaintiff No. 1 agrees and undertakes to this Hon’ble Court to pay the monthly rent of Rs. 187/- (Rupees One Hundred and Eighty-Seven Only), in cash, inclusive of all taxes and repair cess in respect of the 1st Plaintiff’s said Room to the Defendant No. 1, for the month of November 2023. However, in case there is any increase in statutory charges in future then the same shall be borne and paid by the Plaintiff No. 1 without any objection. The Defendant No. 1 and Defendant Nos. 3 and 4, state that the rent/ arrears of rent until 31st October 2023, in respect of the 1st Plaintiff’s said Room have been waived off. Hence, the Defendant Nos. 1, 3 and 4 confirm that there are no arrears or claims against Plaintiff No. 1 in respect of the 1st Plaintiff’s said Room as on date. The Defendant Nos. 3 and 4 agree, declare and confirm that they do not have and will not claim any share in the said rent paid by the Plaintiff No. 1 to the Defendant No. 1, in respect of the 1st Plaintiff’s said Room. The Plaintiff Nos. 2 and 3 and Defendant No. 2 agree and undertake to this Hon’ble Court that they have no objection to Defendant Nos. 1, 3 and 4 transferring the 1st Plaintiff’s said Room in favour of Plaintiff No. 1. It is agreed between the Parties that the Plaintiff No. 1 will be transferring the tenancy in respect of the 1st Plaintiff’s said Room w.e.f. 1st December 2023 in favour of his son, Mr. Abhishek Chandrashekhar Kothari and the Plaintiff No. 1 has simultaneously issued an intimation letter to Defendant Nos. 1, 3 and 4 for the same which the said Defendants acknowledge. It is agreed between the Parties that Plaintiff No. 1 will apply for a separate Electricity Meter for the 1st Plaintiff’s said Room in the name of Plaintiff No. 1 / his son, Mr. Abhishek Chandrashekhar

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Kothari within 30 days of date of execution of these Consent Terms and shall arrange for separate electricity supply for the 1st Plaintiff's said Room within 60 days of date of such application and Defendant Nos. 1, 3 and 4 shall provide their written consent, if required, for obtaining such separate electric connection. It is further agreed between the Parties that Defendant No. 1 shall share the existing water connection for water supply to the 1st Plaintiff's said Room. It is further agreed between the Parties that the Plaintiff No. 1 shall be entitled to free use and access of only the common toilets on the 5th Floor and no other area in the said Laxmikant Bhuvan building, including but not limited to any of the terraces in the said building. However, it is clarified that in the event of there being any seepage / leakage in the 1st Plaintiff's said Room from the terrace above, the Plaintiff No. 1 / Abhishek Kothari shall be entitled to carry out necessary tenantable repairs to address the problems after seeking written permission from Defendant No. 1, which permission shall not be unreasonably withheld and a response shall be given no later than 90 days from date of receipt of such request. Nothing stated herein prevents the Plaintiff No. 1 from making use of common areas of the said Laxmikant Bhuvan building available to other tenants, including common passages, landing area and means of ingress and egress into and out of the 1st Plaintiff's said Room and the said Laxmikant Bhuvan Building.

9. AGREED, DECLARED AND CONFIRMED by the Defendant No. 1 and Defendant Nos. 3 and 4 that the tenancy of the Plaintiff No. 1 and that of Mr. Abhishek Chandrashekhar Kothari on and from 1st December 2023, in respect of the 1st Plaintiff's said Room, shall be non-terminable, irrevocable, transferable,

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assignable, bequeathable and heritable, notwithstanding fetters imposed by and/or the protection given to tenants being withdrawn under the Maharashtra Rent Control Act, 1999 or any modification or any re-enactment thereof. The Defendant No. 1 and Defendant Nos. 3 and 4 shall not be entitled to and agree not to terminate the tenancy rights of the Plaintiff No. 1 and subsequently of Mr. Abhishek Chandrashekhar Kothari, including on the ground of personal and bona fide requirement of the Defendant No. 1 and Defendant Nos. 3 and/or 4. The Defendant No. 1 and Defendant Nos. 3 and 4 further agree, declare and confirm that the Plaintiff No. 1 and subsequently Mr. Abhishek Chandrashekhar Kothari shall be entitled to sub-let, transfer or assign his tenancy rights in respect of the 1st Plaintiff's said Room to any person or persons, as the Plaintiff No. 1 may deem fit and proper, without requiring to take consent from the Defendant No. 1 and Defendant Nos. 3 and/or 4 for the same. These Consent Terms shall operate as deemed consent of the Defendant No. 1 and Defendant Nos. 3 and 4 to such sub-letting, sale, transfer or assignment of the Plaintiff No. 1's rights and/or of Abhishek Chandrashekhar Kothari's rights in the 1st Plaintiff's said Room and no consideration / premium shall be payable for according such consent to Plaintiff No. 1 and/or to Abhishek Chandrashekhar Kothari, however, Plaintiff No. 1 / Abhishek Chandrashekhar Kothari, as the case may be, shall intimate in writing about such sub-letting, sale, transfer or assignment at least 30 days in advance before such sub-letting, sale, transfer or assignment of the Plaintiff No. 1's rights in the 1st Plaintiff's said Room to the Defendant No. 1 and Defendant Nos. 3 and/or 4. The Plaintiff No. 1 agrees and undertakes to this Hon'ble Court that in case the Plaintiff No. 1 sub-lets the 1st Plaintiff's said Room in favour of any third party then in that

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event the Plaintiff No. 1 shall intimate the name of the sub-lessee / licensee, in writing, to the Defendant No. 1 and Defendant Nos. 3 and/or 4. The Plaintiff No. 1 further agrees and undertakes to this Hon'ble Court that in case the Plaintiff No. 1 sells or assigns his rights in the 1st Plaintiff's said Room in favour of any third party (other than Mr. Abhishek Chandrashekhar Kothari) then he shall cause to enter into an Agreement with such Purchaser of the 1st Plaintiff's said Room wherein Defendant No. 1 and Defendant Nos. 3 and/or 4 shall be made Confirming Parties to the said Agreement and cause to register the same with the Sub-Registrar of Assurances and provide a copy of the said registered Agreement to Defendant No. 1 and Defendant Nos. 3 and/or 4. The Defendant No. 1 and Defendant Nos. 3 and/or 4 agree and undertake to be available for executing and registering the said Agreement as envisaged hereinabove at a mutually convenient date, however, the Plaintiff No. 1 shall give not less than 72 hours prior written notice of such intended registration to the Defendant No. 1 and Defendant Nos. 3 and/or 4. The Plaintiff No. 1 agrees and undertakes to this Hon'ble Court that he will not sub-let, transfer, assign or bequeath his tenancy rights in respect of the 1st Plaintiff's said Room to any Non-Hindu person or persons. The Plaintiff No. 1 further agrees and undertakes to this Hon'ble Court that the Plaintiff No. 1 and / or his family members and / or any third party who shall be inducted by the Plaintiff No. 1, shall not create any nuisance in the said Laxmikant Bhuvan building whereby the peace in the building is disturbed and the rights of the Defendant No. 1 and Defendant Nos. 3 and/or 4 are prejudiced in any manner whatsoever.

10. AGREED, DECLARED AND CONFIRMED by the Defendant No. 1 and Defendant Nos. 3 and 4 that, on execution of these

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Consent Terms and on withdrawal of Caveats as envisaged herein, the Rent Receipt for the month of November 2023, shall be issued by the Defendant No. 1 and Defendant Nos. 3 and 4 in favour of Plaintiff No. 1 in respect of the 1st Plaintiff's said Room, as and when the rent receipts for all the tenants of Laxmikant Bhuvan shall be issued, and the Tenancy in respect of the 1st Plaintiff's said Room shall stand transferred in favour of Mr. Abhishek Chandrashekhar Kothari i.e. son of Plaintiff No. 1, Mr. Chandrashekhar Balkrishna Kothari with effect from 1st December 2023, without requiring the Plaintiff No. 1 and/or his said son, Mr. Abhishek Kothari to pay any consideration / premium to Defendant No. 1 and Defendant Nos. 3 and/or 4 for such transfer/ consent to transfer, with effect from 1st December 2023, pursuant to the intimation letter of instant date from Mr. Chandrashekhar Kothari and the rent receipt for Room No. 29 shall thereafter be issued in the name of Mr. Abhishek Chandrashekhar Kothari, as and when the rent receipts for all the tenants of Laxmikant Bhuvan shall be issued, and all the benefits, rights, advantages, liberties accruing to Plaintiff No. 1 and the duties and obligations cast upon Plaintiff No. 1 as set out in these Consent Terms, especially in paragraph Nos. 7, 8 and 9 hereinabove in respect of the 1st Plaintiff's said Room i.e. the said Room No. 29 shall enure to the benefit of / be cast upon Mr. Abhishek Chandrashekhar Kothari. It is agreed that rent shall be paid by Mr. Abhishek Chandrashekhar Kothari, in cash, with effect from 1st December 2023 and payment of rent for the preceding quarter shall be made on or before the 5th day of the first month of every succeeding quarter without any demand, delay or deduction of whatsoever nature to Defendant No. 1. However, in case there is any increase in statutory charges in future then the same shall be borne and paid by Mr. Abhishek

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Chandrashekhar Kothari without any objection. It is clarified that rent shall be payable monthly (and not quarterly) in respect of the 1st Plaintiff's said Room by any prospective transferee / assignee thereof (other than Mr. Abhishek Chandrashekhar Kothari).

11. AGREED, DECLARED AND CONFIRMED by the Parties that upon transfer / assignment of the 1st Plaintiff's said Room by the Plaintiff No. 1 and / or Mr. Abhishek Chandrashekhar Kothari to a third party, such transferee / assignee of the Plaintiff No. 1 and / or Mr. Abhishek Chandrashekhar Kothari in respect of the 1st Plaintiff's said Room shall become the tenant of the Defendant No. 1 and Defendant Nos. 3 and/or 4 and shall be bound to observe and perform all the terms and conditions of tenancy and fulfil and discharge all the obligations in respect of the 1st Plaintiff's said Room and shall be bound by the provisions of Transfer of Property Act, Maharashtra Rent Control Act, Mumbai Municipal Corporation Act and any other provisions of the law for the time being in force.
12. Simultaneously upon the receipt of the aforesaid sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only), the Plaintiffs shall cause the erstwhile advocates of the Plaintiffs to issue letters addressed to Shreepati Jewels Ruby Co-op. Housing Society Limited (hereinafter referred to as "**Shreepati Jewels**") withdrawing their objections to the transfer of Flat No. 3001 standing in the joint names of late Mr. Balkrishna Laxmidas Kothari, Defendant Nos. 1 and 5 and to Pancham Building No. 1 Co-op. Housing Society Limited (hereinafter referred to as "**Pancham Apartment**") withdrawing their objections to the transfer of Flat No. 502 standing in the name of Defendant No.

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1 and handover such letters to the Advocates for Defendant No. 1.

13. The Defendant No. 2 agrees and undertakes to this Hon'ble Court to give her No Objection in the aforesaid Testamentary Petitions, for grant of Probate of the said Testamentary Petitions, simultaneously upon receipt of the aforesaid sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) by Defendant No. 2. Defendant No. 2 agrees and undertakes to this Hon'ble Court that she shall make herself available to remain present in the Court whenever the aforesaid Suit and Testamentary Petitions are listed on board of this Hon'ble Court. The Defendant No. 2 shall, simultaneously upon receipt of banker's cheque for the aforesaid sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) favouring the Defendant No. 2, hand over the original Affidavit of No Objection in the aforesaid Testamentary Petitions viz. Testamentary Petition No. 2187 of 2015 and Testamentary Petition No. 1379 of 2016 to the Advocate for the Defendant No. 1.
14. The property at Kunkavav being all that piece or parcel of land bearing New Survey No. 667, admeasuring 88.65 Sq. Mtrs. and New Survey No. 668 admeasuring 8,041.05 Sq. Mtrs., situate at Village Kunkavav, District Amreli, Gujarat, stands in the name of a registered public trust viz. Seth Laxmidas Jethabhai Dharamshala Kunkavav wherein late Mr. Balkrishna Laxmidas Kothari was one of the 2 Trustees, with the other Trustee being late Mr. Ramchandra Laxmidas Kothari. AGREED, DECLARED AND CONFIRMED by the Parties that, on execution of these Consent Terms and on withdrawal of Caveats as envisaged herein, the Plaintiffs and the Defendants shall take all necessary steps to get the names of Plaintiffs and Defendant

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Nos. 1 and 2, and/or their respective nominees, added as Co-Trustees in the Property Register Card as well as in all relevant records and registers, including before the Charity Commissioner in place and stead of late Mr. Balkrishna Laxmidas Kothari and thereby they shall become joint Trustees alongwith the heirs / nominees of late Mr. Ramchandra Kothari of the aforesaid Trust. The parties agree and nominate the names of the following persons to be added as Trustee of the aforesaid Trust in place and stead of Plaintiffs and Defendant Nos. 1 and 2:

- (i) Plaintiff No. 1 hereby nominates the name of his son, Mr. Abhishek Chandrashekhar Kothari;
- (ii) Plaintiff No. 2 hereby nominates the name of her daughter and son, Mrs. Manisha Gaurang Shroff and Mr. Neerav Bhupendra Mehta, respectively, jointly;
- (iii) Plaintiff No. 3 hereby nominates the name of her son, Mr. Ajay Prakash Parekh;
- (iv) Defendant No. 1 hereby jointly nominates the name of his sons, Mr. Ravi Rajan Kothari and Mr. Sagar Rajan Kothari, jointly;
- (v) Defendant No. 2 hereby nominates the name of her daughters, Ms. Ami Kirit Mandani and Ms. Shivani Kirit Mandani, jointly.

15. It is further agreed between the parties hereto that all the cost and expenses to bring the names of the Plaintiffs and Defendant Nos. 1 and 2, and/or their respective nominees, on the Property Register Card as Trustees shall be shared equally between the Plaintiffs and Defendant Nos. 1 and 2. It is further agreed that the Plaintiffs and Defendant Nos. 1 and 2 shall sign and execute undertaking and / or forms as per procedure required to bring all

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their names in place and stead of late Mr. Balkrishna Laxmidas Kothari in all revenue and land records and registries. It is further agreed that in the event of demise of any of the Plaintiffs and/or Defendant Nos. 1 and/or 2 prior to the aforesaid process being concluded, the names of their nominees appointed by them shall be added in their place and stead in respect of the Kunkavav Property. All parties agree and undertake to withdraw all or any Affidavit / Applications contrary to the understanding herein contained that may have been submitted to any Charity Commissioner heretofore with respect to Kunkavav Property.

16. The Plaintiffs and Defendant No. 2 agree and undertake to this Hon'ble Court that upon receipt of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) as set out herein, they do not have and shall not claim any share, right, title, interest and / or gains of any nature whatsoever in any moveable or immoveable properties left by late Mrs. Ashaben Balkrishna Kothari and late Mr. Balkrishna Laxmidas Kothari, including the properties and assets mentioned in the Schedule Nos. I and II hereunder and Schedule of Properties annexed to the Testamentary Petition No. 1379 of 2016 and Testamentary Petition No. 2187 of 2015, save and except Kunkavav Property. It is further agreed that the Plaintiffs and Defendants shall jointly take all necessary steps for the dissolution of the aforesaid Trust and sale/transfer of the Kunkavav Property.
17. The Plaintiffs and Defendant No. 2, state and declare that by execution of these Consent Terms and upon receipt of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) from the Defendant No. 1, they have agreed to their withdrawal from Civil Revision Application bearing Civil Revision Application No. 212 of 2013 filed in the Hon'ble High Court of Judicature at

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Bombay in respect of Room No. 19 on 2nd floor, Laxmikant Bhuvan in High Court. The Plaintiffs and Defendant No. 2 and have executed the requisite withdrawal affidavits simultaneously and handed over the same to the Advocates for Defendant No. 1. The Plaintiffs and Defendant No. 2 hereby authorise Defendant No. 1 to approach Advocate Mr. Bharat Joshi and/or any other Advocate to file appropriate application and get the matter listed on board for withdrawing the names of Plaintiffs and Defendant No. 2 from the said Civil Revision Application. The Plaintiffs and Defendant No. 2 shall remain physically present in the Hon'ble High Court, if required, for the purpose of such withdrawal on a date notified by Defendant No. 1 with 2 days' prior written intimation. Further, the Plaintiffs and Defendant No. 2 shall not be entitled to claim any share towards the proceeds and / or possession received from the said Room No. 19 nor shall they be liable for any costs, expenses, claims, fees, penalties arising from any litigation in respect of the said Room No. 19 and the Landlords of Laxmikant Bhuvan shall be liable for any costs, expenses, claims, fees (including advocate's fees), penalties against the Plaintiffs and Defendant No. 2 and Landlords indemnify the Plaintiffs and Defendant No. 2 in this regard.

18. The Plaintiffs and Defendant No. 2 agree and undertake to this Hon'ble Court that, upon receipt of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) each and upon grant of Probate of the aforesaid Testamentary Petitions, if any other forms and / or undertakings are required from the Plaintiffs and / or Defendant No. 2 for effectively transferring all the movable and immoveable properties listed in Schedule Nos. I and II hereunder, including but not limited to Laxmikant Bhuvan /

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 [Signature]

Shreepati Jewels / Pancham Apartment in the name of the Defendant No. 1 then in that event they shall sign and execute such forms / applications immediately and without any delay. It is further agreed between the parties hereto that in the event physical presence of either or all of the parties is required for effectively transferring any of the movable and immoveable properties, including but not limited to Laxmikant Bhuvan / Shreepati Jewels / Pancham Apartment, in favour of Defendant No. 1 then in that event the Plaintiffs and Defendant No. 2 and / or their respective legal heirs shall make themselves available on a mutually agreed date.

19. The Plaintiffs and the Defendant No. 2 agree and undertake to this Hon'ble Court that the Plaintiffs and the Defendant No. 2 and / or their respective heirs and / or legal representatives shall not file any other proceedings and / or complaint in any Court and / or Forum with respect to the property and assets of late Mr. Balkrishna Laxmidas Kothari and late Mrs. Ashaben Balkrishna Kothari as more particularly mentioned in Schedule Nos. I and II hereunder.
20. All Parties unconditionally withdraw all allegations made against each other.
21. These Consent Terms have been explained to the parties in Gujarati and they undertake that they have understood the contents hereof.
22. Parties are at liberty to approach this Hon'ble Court in case of any difficulty.
23. Suit to stand decreed and disposed of in terms of this Consent Terms. Refund of Court Fees to be allowed as per Rules.

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[Signatures]

24. No order as to costs.

SCHEDULE – I

<u>LIST OF PROPERTIES OF LATE MR. BALKRISHNA LAXMIDAS KOTHARI:</u>	
<u>IN THE STATE OF MAHARASHTRA:</u>	
<u>A. MOVABLE PROPERTIES:</u>	
1.	Cash in Hand
2.	Amount lying at foot of Saving Account No. 317402010022230 with Union Bank of India, Kalbadevi Branch, Mumbai.
3.	Amount lying at foot of Saving Account No. 021010007918 with Dena Bank, Gulalwadi Branch, Mumbai. <u>Note:</u> Dena Bank has merged with Bank of Baroda and bearing new Savings Account No. 70130100023220, with Bank of Baroda, Zaveri Bazar (Venilal Estate) Branch.
4.	Amount lying at foot of Saving Account No. 464902010010380 with Union Bank of India Kandivali (West) Branch, Mumbai.
5.	Amount lying at foot of Saving Account No. 04191570001778 with HDFC Bank, Kandivali (West) Branch, Mumbai. <u>Note:</u> The branch has changed from Kandivali (West) Branch to Charni Road Branch.
6.	Amount lying at foot of Saving Account No.0266053000101979 with South India Bank, Girgaum Branch, Mumbai.
7.	Fixed Deposit Receipt with HDFC Ltd., Mumbai Office Branch, Mumbai – 400 020, bearing Receipt No. BM10654253 dated 15 th February 2011.
8.	Fixed Deposit Receipt with HDFC Ltd., Mumbai Office Branch, Mumbai – 400 020, bearing Receipt No. BM13176848 dated 29 th July 2013.

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9.	Fixed Deposit Receipt with HDFC Ltd., Borivali Office Branch, Mumbai – 400 092, bearing Receipt No. BM14511260 dated 26 th August 2014, or any other updated Receipt No. associated with the mentioned Account.
10.	Fixed Deposit Receipt with HDFC Ltd., Borivali Office Branch, Mumbai – 400 092, bearing Receipt No. BM15052928 dated 10 th January 2015, or any other updated Receipt No. associated with the mentioned Account.
11.	Fixed Deposit Receipt with HDFC Ltd., Mumbai Office Branch, Mumbai – 400 020, bearing Receipt No. BM15636232 dated 30 th May 2015, or any other updated Receipt No. associated with the mentioned Account.
12.	Fixed Deposit Receipt with HDFC Ltd., Mumbai Office Branch, Mumbai – 400 020, bearing Receipt No. BM15807702 dated 22 nd July 2015, or any other updated Receipt No. associated with the mentioned Account.
13.	Fixed Deposit Receipt with HDFC Bank Ltd., Charni Road Branch, Mumbai – 400 020, bearing Receipt No. 50300078158313 dated 28 th January 2015.
14.	Fixed Deposit Receipt with Godrej Boyce, MFG Co. Ltd., Vikhroli, Mumbai – 400 079, bearing Receipt No. 300410 dated 23 rd June 2015.
15.	Fixed Deposit Receipt with Mahindra & Mahindra Ltd, Mumbai – 400 018, bearing Receipt No. 372596 dated 14 th February 2013
16.	Fixed Deposit Receipt with ICICI Home Finance Company Ltd., BKC, Mumbai – 400 051, bearing Receipt No. 3400070219 dated 21 st October 2014.
17.	Fixed Deposit Receipt with Union Bank of India, Kandivali Branch, Mumbai – 400 067, bearing Receipt No. 200309989 373475 dated 22 nd May 2014.

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18.	Fixed Deposit Receipt with Union Bank of India, Kandivali Branch, Mumbai – 400 067, bearing Receipt No. 373563 dated 16 th February 2015.
19.	Fixed Deposit Receipt with Union Bank of India, Kandivali Branch, Mumbai – 400 067, bearing Receipt No. 373453 dated 28 th March 2014.
20.	Fixed Deposit Receipt with Union Bank of India, Kandivali Branch, Mumbai – 400 067, bearing Receipt No. 373278 dated 9 th February 2013.
21.	Fixed Deposit Receipt with Union Bank of India, Kandivali Branch, Mumbai – 400 067, bearing Receipt No. 373177 dated 9 th December 2012
22.	Fixed Deposit Receipt with Union Bank of India, Kandivali Branch, Mumbai – 400 067, bearing Receipt No. 0793569 dated 21 st June 2005.
23.	Fixed Deposit Receipt with Union Bank of India, Kandivali Branch, Mumbai – 400 067, bearing Receipt No. 934167 dated 27 th June 2006 .
24.	Fixed Deposit Receipt with Union Bank of India, Kandivali Branch, Mumbai - 400 067, bearing Receipt No. 246117 dated 24 th November 2012.
25.	Fixed Deposit Receipt with Union Bank of India, Kalbadevi Branch, Mumbai - 400 002, bearing Receipt No.748928 dated 12 th April 2012.
26.	Fixed Deposit Receipt with Union Bank of India, Kalbadevi Branch, Mumbai - 400 002, bearing Receipt No. 748827 dated 27 th January 2012.
27.	Fixed Deposit Receipt with Union Bank of India, Kalbadevi Branch, Mumbai - 400 002, bearing Receipt No. 748863 dated 24 th February 2012.

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28.	Fixed Deposit Receipt with Dena Bank, Gulalwadi Branch, Mumbai - 400 004, bearing Receipt No. 814012 dated 19 th June 2014, or any other updated Receipt No. associated with the mentioned Account.
29.	Fixed Deposit Receipt with Dena Bank, Gulalwadi Branch, Mumbai - 400 004, bearing Receipt No. 9889850 dated 16 th May 2013.
30.	Fixed Deposit Receipt with South India Bank Ltd. Girgaum Branch, Mumbai - 400 004, bearing Receipt No. 0266100000002919 dated 16 th August 2006.
31.	Fixed Deposit Receipt with South India Bank Ltd., Girgaum Branch, Mumbai - 400004, bearing Receipt No. 0266100000004714 dated 20 th May 2011.
32.	Fixed Deposit Receipt with South India Bank Ltd., Girgaum Branch, Mumbai - 400004, bearing Receipt No. 0266100000003106 dated 12 th April 2007.
33.	Fixed Deposit Receipt with South India Bank Ltd., Girgaum Branch Mumbai - 400 004, bearing Receipt No. 0266100000002828 dated 10 th August 2011.
34.	Fixed Deposit Receipt with South India Bank Ltd., Girgaum Branch, Mumbai - 400 004, bearing Receipt No. 0266100000003365 dated 26 th February 2008.
35.	Senior Citizen Savings Scheme with State Bank of India, Mumbai Main Branch, Mumbai - 400001, bearing Receipt No. 31664142655 dated 10 th March 2011.
36.	Senior Citizen Savings Scheme with State Bank of India, Mumbai Main Branch, Mumbai - 400 001, bearing Receipt No. 33049346223 dated 18 th June 2013.

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37.	Senior Citizen Savings Scheme with State Bank of India, Mumbai Main Branch, Mumbai - 400 001, bearing Receipt No. 33598702708 dated 27 th January 2014.
38.	Senior Citizen Savings Scheme with Union Bank of India, Mumbai Samachar Marg Branch, Mumbai - 400 001, bearing Receipt No. 2367 dated 5 th April 2011.
39.	Life Insurance Police bearing Policy No. 904478413 with the Life Insurance Corporation of India dated 22 nd January 2002.
40.	Life Insurance policy bearing Policy No. 892523872 with the Life Insurances Corporation of India dated 12 th September 2003.
41.	Mutual Funds investments with UTI Leadership Equity Fund bearing old Account No. 50246573113, and now bearing new Account No. 502295001582, or any other scheme changed by UTI associated with the mentioned Account.
42.	Mutual Funds investments with UTI Mastershare Unit Scheme bearing old Account No. 51416940999, and now bearing new Account No. 502295003646, or any other scheme changed by UTI associated with the mentioned Account.
43.	Mutual Funds investments with UTI Midcap Fund bearing old Account No. 1021058811, and now bearing new Account No. 502295070274, or any other scheme changed by UTI associated with the mentioned Account.
44.	Mutual Funds investments with L&T Equity Fund (now HSBC Mutual Funds) bearing old Account No. 1243281/01 and now bearing new Account No. 2676341/55, or any other scheme changed by L&T and/or HSBC associated with the mentioned Account.
45.	Mutual Funds investments with L&T Equity Fund (now HSBC Mutual Funds) bearing old Account No. 510712/76 and now bearing new Account No. 2676342/52, or any other scheme

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	changed by L&T and/or HSBC associated with the mentioned Account.
46.	Mutual Funds investments with Franklin (I) Bluechip bearing Account No. 0060007865973, or any other scheme changed by Franklin associated with the mentioned Account.
47.	Mutual Funds investments with DSP BlackRock (now DSP) Dual Advantage bearing old Account No. 3000813/34 and now bearing new Account No. 3222707/63, or any other scheme changed by DSP associated with the mentioned Account.
48.	Mutual Funds investments with DSP (now DSP) BlackRock Money Manager bearing old Account No. 2940480/31 and now bearing new Account No. 3222678/53, or any other scheme changed by DSP associated with the mentioned Account.
49.	Mutual Funds investments with Birla Sun Life (now Aditya Birla Sun Life) Midcap Fund bearing old Folio No. 1020110993 and now bearing new Folio No. 1017401319, or any other scheme changed by Aditya Birla Sun Life associated with the mentioned Folio.
50.	Mutual Funds investments with Birla Sun Life (now Aditya Birla Sun Life) Midcap Fund bearing old Folio No. 1013054763 and now bearing new Folio No. 1017353419, or any other scheme changed by Aditya Birla Sun Life associated with the mentioned Folio.
51.	Mutual Funds investments with Birla Sun Life (now Aditya Birla Sun Life) Midcap Fund bearing old Folio No. 1020110994 and now bearing new Folio No. 1017401320, or any other scheme changed by Aditya Birla Sun Life associated with the mentioned Folio.
52.	Mutual Funds investments with Birla Sun Life (now Aditya Birla Sun Life) Equity Fund bearing old Folio No. 1020051735 and

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	now bearing new Folio No. 1017353426, or any other scheme changed by Aditya Birla Sun Life associated with the mentioned Folio.
53.	Mutual Funds investments with Birla Sun Life (now Aditya Birla Sun Life) Advantage Fund bearing old Folio No. 1015149471 and now bearing new Folio No. 1017353437, or any other scheme changed by Aditya Birla Sun Life associated with the mentioned Folio.
54.	Mutual Funds investments with DSP BlackRock India (now DSP) T.I.G.E.R. Fund bearing old Folio No. 900413/17 and now bearing new Folio No. 3221052/81, or any other scheme changed by DSP associated with the mentioned Folio.
55.	Mutual Funds investments with DSP BlackRock (now DSP) FMP bearing old Folio No. 900413/17 and now bearing new Folio No. 3221052/81, or any other scheme changed by DSP associated with the mentioned Folio.
56.	Mutual Funds investments with DSP BlackRock (now DSP) Equity Fund bearing old Folio No. 472084/45 and now bearing new Folio No. 3222798/81, or any other scheme changed by DSP associated with the mentioned Folio.
57.	Mutual Funds investments with Franklin India Flexi Cap Fund bearing Folio No. 15248471, or any other scheme changed by Franklin India associated with the mentioned Folio.
58.	Mutual Funds investments with Franklin India Flexi Cap Fund bearing Folio No. 14015950, or any other scheme changed by Franklin India associated with the mentioned Folio.
59.	Mutual Funds investments with Franklin India Prima Plus bearing Folio No. 16378839, or any other scheme changed by Franklin India associated with the mentioned Folio.

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60.	Mutual Funds investments with HDFC Equity Fund bearing old Folio No. 2825633/28 and now bearing new Folio No. 10360445/84 , or any other scheme changed by HDFC associated with the mentioned Folio.
61.	Mutual Funds investments with HDFC FMP bearing old Folio No. 2825633/28 and now bearing new Folio No. 10360445/84, or any other scheme changed by HDFC associated with the mentioned Folio.
62.	Mutual Funds investments with HDFC High Interest Plan Dynamic Plan bearing old Folio No. 8982144/71 and now bearing new Folio No. 10369740/38, or any other scheme changed by HDFC associated with the mentioned Folio.
63.	Mutual Funds investments with HDFC Liquid Fund bearing old Folio No. 8959432/16 and now bearing new Folio No. 10360449/72, or any other scheme changed by HDFC associated with the mentioned Folio.
64.	Mutual Funds investments with HDFC FMP bearing old Folio No. 8959432/16 and now bearing new Folio No. 10360449/72, or any other scheme changed by HDFC associated with the mentioned Folio.
65.	Mutual Funds investments with HDFC CPO bearing old Folio No. 8959432/16 and now bearing new Folio No. 10360449/72, or any other scheme changed by HDFC associated with the mentioned Folio.
66.	Mutual Funds investments with HDFC FMP bearing old Folio No. 8930927/74 and now bearing new Folio No. 10369741/35, or any other scheme changed by HDFC associated with the mentioned Folio.
67.	Mutual Funds investments with HDFC Liquid Fund old bearing Folio No. 9191921/76 and now bearing new Folio No.

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	10360447/78, or any other scheme changed by HDFC associated with the mentioned Folio.
68.	Mutual Funds investments with HDFC FMP bearing old Folio No. 9191921/76 and now bearing new Folio No. 10360447/78, or any other scheme changed by HDFC associated with the mentioned Folio.
69.	Mutual Funds investments with HDFC Equity Fund bearing old Folio No. 5062580792/32 and now bearing new Folio No. 10360446/81, or any other scheme changed by HDFC associated with the mentioned Folio.
70.	Mutual Funds investments with HDFC CPO bearing old Folio No. 8991116/24 and now bearing new Folio No. 10360448/75, or any other scheme changed by HDFC associated with the mentioned Folio.
71.	Mutual Funds investments with HDFC FMP bearing old Folio No. 8991116/24 and now bearing new Folio No. 10360448/75, or any other scheme changed by HDFC associated with the mentioned Folio.
72.	Mutual Funds investments with SBI Magnum Equity Fund bearing old Folio No. 70203703 and now bearing new Folio No. 15100204, or any other scheme changed by SBI associated with the mentioned Folio.
73.	Mutual Funds investments with Reliance (now Nippon India Mutual Fund) Equity Opportunities Fund bearing old Folio No. 40462758653/0 and now bearing new Folio No. 404152954404, or any other scheme changed by Nippon associated with the mentioned Folio.
74.	Mutual Funds investments with Reliance (now Nippon India Mutual Fund) Growth Fund bearing old Folio No. 40432166084/0 and now bearing new Folio No. 404152954746,

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	or any other scheme changed by Nippon associated with the mentioned Folio.
75.	Mutual Funds investments with Reliance (now Nippon India Mutual Fund) Vision Fund bearing old Folio No. 40427044135/0 and now bearing new Folio No. 404152954426, or any other scheme changed by Nippon associated with the mentioned Folio.
76.	DEMAT Account with South India Bank, Girgaum Branch, Mumbai – 400 004, bearing Account No. 1302790000104526.
77.	DEMAT Account. with South India Bank, Girgaum Branch, Mumbai – 400 004, bearing Account No. 1302790000152401.
78.	300 shares with Sand Plast (I) Ltd. bearing Distinctive Nos. 003167357 – 003167656.
79.	200 Shares with Mother Care (I) Ltd. bearing Distinctive Nos. 3068793 – 3068892, 1360407 – 1360456 and 3070753 – 3070802.
80.	34 Shares with Zenith Ltd. bearing Distinctive No. 01402598 – 01402631.
81.	150 Shares with Arihant Cotsyn Ltd. bearing Distinctive Nos. 12896061 – 12896110 and 20423221 – 20423320.
82.	100 Shares with Movilex Plastics Ltd. bearing Distinctive Nos. 2573451 – 2573550.
83.	200 Shares with Titan Alloys Ltd. bearing Distinctive Nos. 03951601 – 03951800.
84.	300 Shares with Rohini Strips Ltd. bearing Distinctive Nos. 02763401 – 02763500 for 100 Shares and bearing Distinctive Nos. 07431501 – 07431700 for the remaining 200 Shares.
85.	1 Share with Farm Enterprises Ltd. bearing Distinctive No. 66757.
86.	20 Shares with Gulf Oil Corporation bearing Distinctive Nos. 74347181 – 74347200.

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87.	200 Shares with Haryana Petrochemicals Ltd. bearing Distinctive Nos. 15017449 – 15017548 and 3260651 – 3260750.
88.	5 Shares with KEC International Ltd. bearing Distinctive Nos. 10244516 – 10244520.
89.	20 Shares with RPG Cables Ltd. bearing Distinctive No. 13760627 – 13760646.
90.	31 Shares with Mipco Seamless Rings Ltd. bearing Distinctive Nos. 2707503 – 2707508 and 1126951 – 1126975
91.	1700 Shares with Texel Industries Ltd. bearing Distinctive Nos. 2503699 – 2505398.
92.	20 Shares with The Colaba Land and Mill Co. Ltd. bearing Distinctive Nos. 01284 – 01288 and 53729 – 53743.
93.	Bonds bearing Account No. 1510 with ICICI Bank Limited.
94.	Bonds bearing Account No. 1511 with ICICI Bank Limited.
B. <u>IMMOVABLE PROPERTIES:</u>	
95.	1/3 rd (One-Third) undivided share, right, title and interest in one residential premises being Flat No. 3001, admeasuring 85.68 Sq. Mtrs., on the 30 th Floor, in 'A' Wing, of the building known as "Shreepati Jewels", Girgaon Division, Mumbai – 400 004, together with 10 Fully Paid Up Shares of ₹.50/- each, bearing Distinctive Nos. 1501 to 1510 (both inclusive), under the Share Certificate No. 147 issued by Shreepati Jewels Ruby Co-operative Housing Society Ltd.
96.	50% undivided share, right, title and interest in all that piece or parcel of land bearing New Survey No. 577 and Cadastral Survey No. 2483 admeasuring 176.36 Sq. Yards and Cadastral Survey No. 2484, admeasuring 115 Sq. Yards, situate at 3 rd Bhoiwada, Mumbai – 400 002, together with a Building known as Laxmikant Bhuvan (hereinafter referred to as the " Laxmikant Bhuvan ") standing thereon.

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97.	Room No. 26, on the 4 th floor, admeasuring 285 Sq. Ft. (carpet area), together with attached terrace, in the building "Laxmikant Bhuvan", situate at 3 rd Bhoiwada, Mumbai – 400 002.
98.	Room No. 26A, on the 4 th floor, admeasuring 312 Sq. Ft. (carpet area), in the building "Laxmikant Bhuvan", situate at 3 rd Bhoiwada, Mumbai – 400 002.
99.	Room No. 28, on the 5 th floor, admeasuring 55 Sq. Ft. (carpet area), together with attached terrace in the building "Laxmikant Bhuvan", situate at 3 rd Bhoiwada, Mumbai – 400 002.
100.	50% undivided share, right, title and interest in one residential premises, in new Tenants Rehabilitation building in lieu of Room No. 13B, on the ground floor, admeasuring 60 Sq. Ft. (carpet area), in the building known as "Manek Building", standing on all that piece or parcel of Pension and Tax land or ground bearing C. S. No. 588 of Girgaum Division in the Registration District and Sub-District of Mumbai City, admeasuring 307.69 Sq. Mtrs. or thereabouts and situate at Vithalbhai Patel Road, Mumbai – 400 004, and as more particularly mentioned in Agreement to Provide Permanent Alternate Accommodation dated 25 th March 2011 and registered with the Sub-Registrar of Assurances of Mumbai City under Sr. No. BBE-2/2455/2011.
101.	Shops Nos. 1 and 1A (aggregately admeasuring about 263.07 Sq. Feet), and Room No. 10 (admeasuring about 110 Sq. Feet), in the building known as "Manek Building", standing on all that piece or parcel of Pension and Tax land or ground bearing C. S. No. 588 of Girgaum Division in the Registration District and Sub-District of Mumbai City, admeasuring 307.69 Sq. Mtrs. or thereabouts and situate at Vithalbhai Patel Road, Mumbai – 400 004, in lieu whereof Permanent Alternate Accommodation /

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	Premises is allotted and/or yet to be allotted in the new redeveloped building.
<u>OUTSIDE THE STATE OF MAHARASHTRA:</u>	
C. <u>MOVABLE PROPERTIES:</u>	
102.	Fixed Deposit Receipt with Mahindra Finance Services Ltd, Chennai – 600 017, bearing Receipt No. N12126308H dated 26 th December 2012.

SCHEDULE – II:

<u>LIST OF PROPERTIES OF LATE MRS. ASHABEN BALKRISHNA KOTHARI:</u>	
<u>IN THE STATE OF MAHARASHTRA:</u>	
A. <u>IMMOVABLE PROPERTIES:</u>	
1.	50% undivided share, right, title and interest in one residential premises admeasuring 59.66 Sq. Mtrs. built-up area equivalent to 642 Sq. Ft. built-up area, in 'A' wing, of building known as "Pancham Apartment No. 1", standing on all that piece or parcel of land bearing Survey No. 82, Hissa No. 7, corresponding C.T.S. No. 155, admeasuring about 5051.4 Sq. Mtrs., of Village Kandivali, Taluka Borivali and situate lying and being at Iraniwadi, Kandivali (West), Mumbai – 400 067, together with 5 Fully Paid Up Shares of ₹.50/- each, bearing Distinctive Nos. 46 to 50 (both inclusive), under the Share Certificate No. 10 issued by Pancham Building No. 1 Co-operative Housing Society Ltd.

Dated this 23rd day of October 2023


Chandrashekhar Balkrishna Kothari
Plaintiff No. 1

N.B. Mehta

Nina *alias* Nilaben Bhupendra Mehta
Plaintiff No. 2

R. P. Pareek

Rita Prakash Parekh
Plaintiff No. 3

Rajbharani

Rajan Balkrishna Kothari
Defendant No. 1

R. R. Kothari

Rina Rajan Kothari
Defendant No. 5

M K Mandani

Meena Kirit Mandani
Defendant No. 2

नलिनी रामचंद्र कोथारी

Nalini Ramchandra Kothari
Defendant No. 3

Amit Ramchandra Kothari

Amit Ramchandra Kothari
Defendant No. 4

R. U. Kapasi

Rachana U. Kapasi
Advocate for Plaintiffs

for M/s. MV Law Partners

P. R. Kothari

(Partner)
Advocates for Defendant
Nos. 1 and 5

Identified by me
Rina H. Pujara

Rina H. Pujara

Rina H. Pujara
Advocate for Defendant
Nos. 3 and 4

IN THE HIGH COURT OF JUDICATURE
AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 477 OF 2016

**CHANDRASHEKHAR BALKRISHNA KOTHARI &
OTHERS** ... Plaintiffs

RAJAN BALKRISHNA KOTHARI & OTHERS ... Defendants

CONSENT TERMS

Dated this 23rd day of October, 2023

M/S. MV LAW PARTNERS

Advocates for the Defendant Nos. 1 and 5
314-315, Hari Chambers, 3rd Floor,
58/64, Shahid Bhagat Singh Road, Fort,
Mumbai – 400 001