

Coram : Manish Pitale, J

Date: 29/1/2024

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

TESTAMENTARY AND INTESTATE JURISDICTION

TESTAMENTARY Suit No. 123 OF 2019

IN

TESTAMENTARY PETITION NO. 1313 OF 2016



KISHOR HARISHCHANDRA PATRE

..... Plaintiff

V/S

1) MRS. TEJA RAMESH DAHANUKAR

2) MR. RAVINDRA HARISHCHANDRA PATRE

..... Defendants/CAVEATORS

**CONSENT TERMS BY AND BETWEEN PLAINTIFF AND
DEFENDANT NO. 1 & 2**

1. The Plaintiff and the Defendant No. 1 & 2 have settled the matter amicably on the terms and conditions as under:
2. Both the parties agreed to put an end to the entire dispute in respect of both the suit premises i.e.
 - a) Flat No. 7, situated at 2nd floor, Dahisar Bhushan Co-operative

Housing Society Ltd., Plot No. B, Kaleskar Parab Road, Mhatre
Dahisar (West), Mumbai – 400 068.

b) Tenanted premises known as "Patre Tailoring Shop situated
Tawdewadi, L.T.Road, Dahisar (West), Mumbai – 400068.

3. Defendant No. 1 and 2 agreed to withdraw the abovementioned Caveat
CTS No. 155 of 2019 & 156 of 2019 respectively and also
TESTAMENTARY Suit No. 123 OF 2019 against the Plaintiff
unconditionally.
4. Plaintiff herein agreed to pay a sum of total Rs. 3,50,000/- (Rupees Three
lakhs fifty thousand only) to the Defendant No. 2 towards full and final
settlement in respect of the abovementioned both the premises .
5. Plaintiff herein agreed to pay an advance for a sum of Rs. 2,00,000/-
(Rupees Two lakhs only) to the Defendant No. 2 towards withdrawal of
Caveat and Testamentary suit in respect of the abovementioned both the
premises .
6. The Defendant No. 2 agreed to accept a sum of Rs. 2,00,000/- (Rupees
Two lakhs only) from Plaintiff.

7. Both the Defendants agreed that they will not claim their share, title and interest in respect of following properties from the Plaintiff in future i.e.,

a) Flat No. 7, situated at 2nd floor, Dahisar Bhushan Co-operative

Housing Society Ltd., Plot No. B, Kaleskar Parab Road, Mhatre wadi, Dahisar (West), Mumbai – 400 068.

b) Tenanted premises known as “Patre Tailoring Shop situated at Tawdewadi, L.T.Road, Dahisar (West), Mumbai – 400068.

8. That both the Defendants agreed that Plaintiff will be sole owner of Flat No. 7, situated at 2nd floor, Dahisar Bhushan Co-operative Housing Society Ltd., Plot No. B, Kaleskar Parab Road, Mhatre wadi, Dahisar (West), Mumbai – 400 068.

9. Both the Defendants agreed that Plaintiff will be sole occupier and tenant of Tenanted premises known as “Patre Tailoring Shop situated at Tawdewadi, L.T.Road, Dahisar (West), Mumbai – 400068.

10. The Defendant agreed that Agreement for Permanent Accommodation executed by and between M/s Haritara Construction company with Plaintiff is valid and subsisting.

11. It is agreed by both the parties that the Plaintiff will pay Rs. 2,00,000 (Rupees Two lakhs only) to the Defendant No. 2 by way of Pay order the date of withdrawal of CTS No. 155 of 2019 and CTS No. 156 of 2019 in Petition No. 1313 of 2016 before the Hon'ble Bombay High Court towards compensation.

12. It is agreed by the Defendant No.1 that she has no objection if the payment of Rs.2,00,000/- will be paid by the Plaintiff in the name of Defendant No.2.

13. It is agreed and decided by both the parties that CTS No. 155 of 2019 and CTS/156/2019, TS/123 of 2019 stands withdrawn.

14. It is agreed by both the parties that after withdrawing TS/123/2019 and CTS/155/2019 and CTS No. 156 of 2019, the suit will be converted into

the Testamentary Petition and will be proceeded uncontested. The Plaintiff will proceed to comply objections in Petition No. 1313 of 2016.

15. It is agreed by all the parties that the SUIT NO. 1184 OF 2016 pending at Dindoshi Court will be withdrawn by the Defendants immediately within 15 days from the date of withdrawal of Caveat and Testamentary suit in High court .
16. It is agreed by both the parties that the Plaintiff will pay balance amount of Rs. 1,50,000/- (Rupees One lakh fifty thousand only) to the Defendant No. 2 by way of Pay order on day of withdrawal of the suit No. 1184 of 2016 of Dindoshi Court towards compensation.
17. Both the parties and undertake to withdraw all allegations, complaints, claim of whatsoever nature, against each other and further agree that they shall not make the same in future.
18. All the parties agreed that the Consent terms are binding on both the parties and their assignees, heirs and administrators.

That the parties hereto have signed this consent terms out of their respective own free will without any force and coercion. And there is no collusion and connivance between them.

19. That all the parties, in future for ever shall not raise any disputes or file any civil or criminal litigation including the complaint of defamation or malicious prosecution or of any other nature inter-se against themselves.
20. Both the parties have read over the Consent terms and they have understood the contents mentioned therein.

At Mumbai : On this th 29 day of, January 2024.

Teja Ramesh Dahanukar

TEJA RAMESH DAHANUKAR

Ravindra

(RAVINDRA HARISHCHANDRA PATRE)
DEFENDANTS

Kishor

KISHOR HARISHCHANDRA PATRE

(PLAINTIFF)

V. N. Bhende

Advocate for Plaintiff

Advocate
Advocate for Defendants

Advocate
Advocate for Defendants

RECEIPT

I, RAVINDRA HARISHCHANDRA PATRE, Defendant No.1 herein have received a sum of Rs. 2,00,000/- (Rupees Two lakhs only) from KISHOR HARISHCHANDRA PATRE, Plaintiff herein towards settlement of Testamentary Suit No. 123 of 2019, by way of Demand Draft No. 202312 dated 23/01/2024 drawn on Saraswat Bank, Dahisar bank (60). I have no complaint of whatsoever nature.

Dated : January, 2024

Place : Mumbai

I received

Patre

RAVINDRA HARISHCHANDRA PATRE