

Shailaja

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
INTERIM APPLICATION [L] NO.1244 OF 2022
IN
TESTAMENTARY SUIT NO.46 OF 1996
IN
TESTAMENTARY PETITION NO.234 OF 1996**

Surekha Suresh Juvekar		Deceased
Suresh Balkrishna Juvekar		Applicant
Vs.		
Shubhada Purshottam Juvekar and others		Respondents

a/w
**INTERIM APPLICATION NO.1387 OF 2024
IN
TESTAMENTARY SUIT NO.46 OF 1996
a/w
INTERIM APPLICATION [L] NO.22513 OF 2023
IN
TESTAMENTARY SUIT NO.46 OF 1996**

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Mr. Abhay Khandeparkar, Senior Advocate a/w Mr. Sameer Tendulkar
a/w Mr. Uttam Rane, for Applicant.
Ms. Sayali Apte i/b Mr. P.G. Lad, for Defendants No.1 and 3.
Mr. Shekhar Prabhavalkar, for Respondent No.2A.
Mr. Suresh Juvekar Applicant present.
Ms. Deepa Juvekar, Respondent No.2-A present.

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CORAM : ARIF S. DOCTOR, J.

DATE : 2nd MAY, 2025.

P.C.

1. Learned Counsel for the parties have today tendered two sets of consent terms. One is entered into between the plaintiff and defendant No.2A and the other has been entered into between the plaintiff and defendant No.4A. Both the consent terms have been duly verified by the Associate/Affirming Officer of this Court and are supported by a report appended to the consent terms.

2. The consent terms entered into between the plaintiff and defendant No.2A essentially records that defendant No.2A has surrendered all her rights, title and interest in the estate of the deceased against payment by the plaintiff to defendant No.2A of an amount of Rs.2,90,00,000/, as more particularly, set out in the consent terms.

3. In so far as the consent terms that have been executed between the plaintiff and defendant No.4A, the plaintiff has undertaken to bear all the medical expenses pertaining to the care and welfare of defendant No.4A, as more particularly, set out in the consent terms.

4. It is to be noted that this Court had vide an order dated 18th October, 2024 appointed Mrs. C.J. Bhatt as a Guardian *ad litem* of

defendant No.4A who is admitted to Chaitanya Institute for Mental Health, Pune where she is receiving treatment, as more particularly, set out in the consent terms. The plaintiff has in the consent terms undertaken to bear the expenses for the care and treatment of defendant No.4A for rest of her life. The consent terms also record that approximate annual expenditure for the care and treatment of defendant No.4A is approximately Rs.4,20,000/- per annum which works out Rs.84,00,000/- for the next twenty years. The plaintiff has in the consent terms given express undertaking to this Court that this amount shall be borne by the plaintiff as also all other expenses as may be required for the care and treatment of defendant No.4A over and above this amount would also be borne by the plaintiff.

5. The consent terms have been executed on behalf of defendant No.4A by Mrs. Bhatt. It is basis on the above expressed undertakings that I am accepting the consent terms. The consent terms entered into between the plaintiff and defendant No.2A are thus marked "X-1" for identification and the consent terms entered into between the plaintiff and defendant No.4A are marked "X-2" for identification and taken on record.

6. A copy of this order shall also be served upon the Dean and Superintendent of Chaitanya Institute for Mental Health at Pune. The Dean and Superintendent of Chaitanya Institute for Mental Health at Pune shall in the event of any breach on the part of the plaintiff to make payment of any amount that is required for care and welfare of the defendant No.4A immediately bring such breach to the notice of the Testamentary Registrar of this Court. Details are as follows;

“Testamentary Registrar,
2nd Floor, P.W.D Building,
Bombay High Court, Fort,
Mumbai, Maharashtra 400032
E Mail Address Cr-bhc@nic.in

7. Learned Counsel for the plaintiff also undertakes that if today any balance amount is required to pay to Chaitanya Institute for Mental Health at Pune in connection with care and treatment of defendant No.4A, the same will be discharged within a period of four weeks from today. Statement is accepted.

8. Since the consent terms are taken on record as noted above, Interim Application No.1387 of 2024 and Interim Application [L] No.22513 of 2023 are allowed by consent.

9. It is made clear that in view of allowing of these Interim Applications, Mrs. C.J. Bhatt is discharged.

10. Learned Counsel appearing on behalf of the defendants No.1 and 3 submits that they shall be filing affidavit in support of grant of probate in the Registry. Liberty to do so.

11. A soft copy of the Consent Terms will be uploaded as the second order in the matter. The Registry to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

[ARIF S. DOCTOR J.]