

Ajay

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

TESTAMENTARY SUIT NO. 92 OF 2025
IN
TESTAMENTARY PETITION NO. 1735 OF 2024

Dipika Kishorkant Shah .. Plaintiff

Jayeshkumar Kishorkant Shah and Ors. .. Defendants

-
- Ms. Kavita A. Shah, Advocate i/by Haridas & Co. for Plaintiff.
 - Mr. Ajay Paniker a/w. Ms. Lavanya Panicker, Advocates i/by Ajay Law Associates for Defendants No.1
 - Ms. Pushpa Thapa, Advocate for Defendant Nos.2 and 3.

.....
CORAM : MILIND N. JADHAV, J.

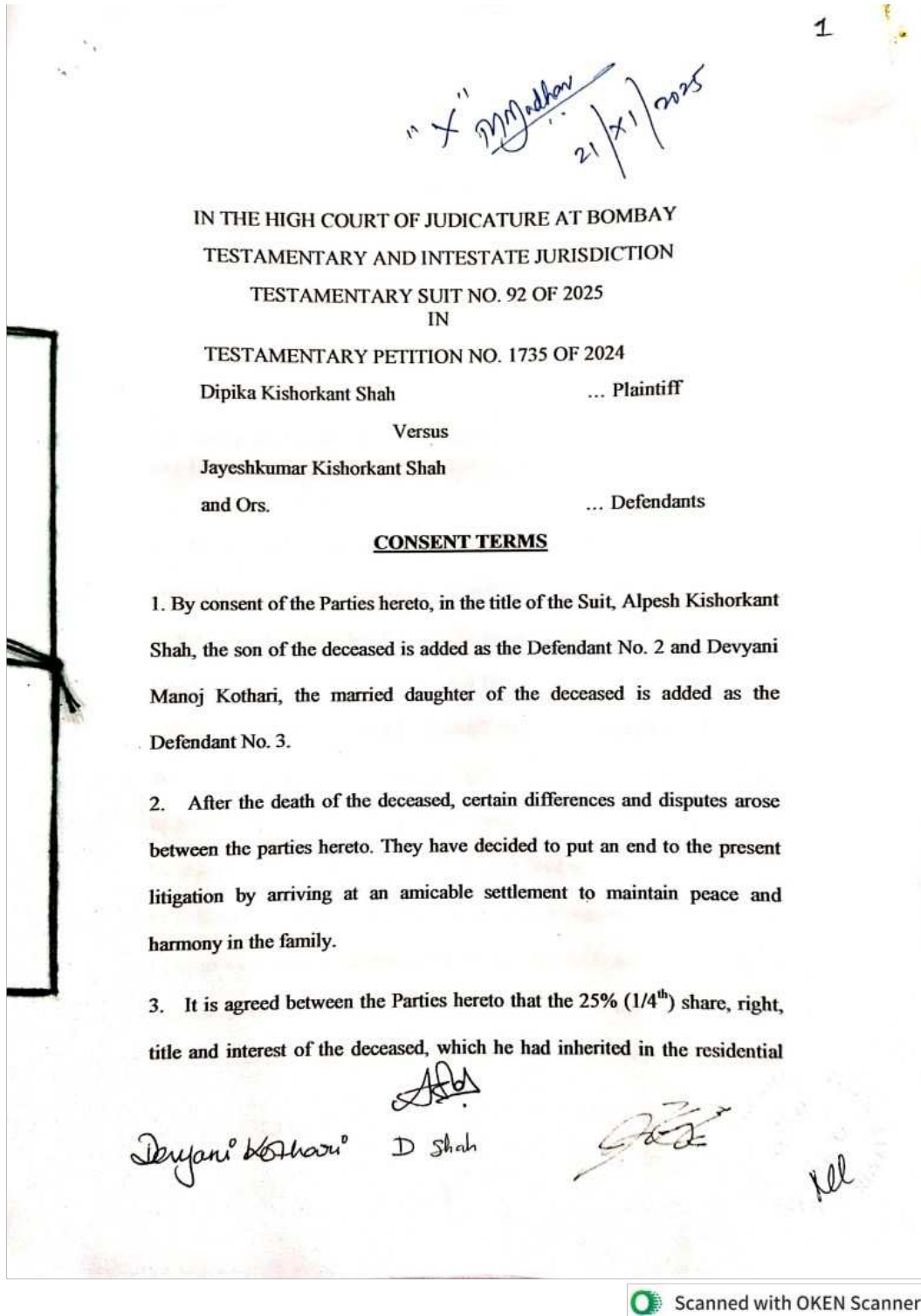
DATE : NOVEMBER 21, 2025.

P.C.:

1. Heard Ms. Shah, learned Advocate for Plaintiff; Mr. Paniker, learned Advocate for Defendant No.1 and Ms. Thapa, learned Advocate for Defendant Nos.2 and 3.

2. Parties have reconciled their disputes and filed Consent Terms. Today, Consent Terms dated 5.11.2025 executed between the Plaintiff and Defendants are filed in Court and the same is taken on record and marked 'X' for identification. Consent Terms are duly signed by Plaintiff and Defendants. All the parties i.e. Plaintiff and Defendant Nos.1 to 3 attended through VC, all of them being at UK and are identified by the learned Advocates appearing for the respective parties. They confirm execution of the Consent Terms.

3. Consent Terms are running into 13 pages. For the sake of reference, Consent Terms are scanned and reproduced below:-



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Flat No.34 situate at Meghdoot, 6th Floor, Marine Drive, Mumbai- 400 002 admeasuring about 1,684 sq. ft. carpet area (hereinafter referred to as "the said Flat") stands divided between the Plaintiff, Defendant No.1, Defendant No.2 and Defendant No.3 herein, in the following proportion:

(i) Dipika Kishorkant Shah- Plaintiff	22% (5.5%)
(ii) Jayeshkumar Kishorkant Shah- Defendant No.1	34% (8.5%)
(iii) Alpesh Kishorkant Shah-Defendant No.2	22% (5.5%)
(iv) Devyani Manoj Kothari- Defendant No.3	22% (5.5%)

4. It is agreed between the Parties hereto that the 22% (5.5%) share, right, title and interest of the Plaintiff in the said 25% (1/4th) share of the deceased in the said Flat shall devolve equally amongst her two children, Alpesh Kishorkant Shah (Defendant No.2) and Devyani Manoj Kothari (Defendant No.3), i.e., 11% or 2.75% each. Plaintiff may, at her discretion, effect such devolution of her 22% (5.5%) share, rights, title and interest in the said Flat in favour of Defendant No.2 and Defendant No.3 either during her lifetime by way of a registered Release deed or Gift deed or if the said Flat is sold then distribute her share of consideration received equally amongst her two children i.e Alpesh Kishorkant Shah (Defendant No.2) and Devyani Manoj Kothari (Defendant No.3) or bequeath by way of her Last Will and Testament to take effect after her demise. Defendant No.1 hereby declares,

Devyani Kothari

D Shah

undertakes and confirms that he has no right, title, claim and interest of any nature whatsoever in the 22% (5.5%) share, right, title and interest of the Plaintiff in the said 25% (1/4th) share of the deceased in the said Flat and shall not claim and/or demand any share or interest of any nature whatsoever therefrom in future.

5. The Parties hereto agree to contribute proportionate share of all the future costs relating to the said Flat, including the maintenance charges, property taxes and car parking fees and all the other expenses incurred towards the maintenance of the said Flat to the extent of 25% (1/4th) share therein.

6. Defendant No.1 agrees that he will co-operate with the Plaintiff and Defendant Nos.2 and 3 for the purpose of effectively completing the procedure required to be adopted by the Society for the purpose of incorporating their names in the Share Certificate in respect of the said Flat and in the Society records.

7. In view of the amicable settlement of disputes in respect of the said Flat the Parties hereto unconditionally withdraw all allegations made against each other.

Arjani Kohari


D Shah

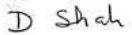
 

8. The Parties hereto hereby declare that the present Consent Terms is signed by them voluntarily after reading and understanding the contents and without any pressure or undue influence and further agree that the Consent Terms are binding upon all and each of them in present and future and includes their respective heirs, successors, assignors, executors and administrators.

9. All parties undertake to act upon these Consent Terms as a decree of this Hon'ble Court and the present Suit stands disposed of in terms of the present Consent Terms.

Dated this 5th day of ^{November} ~~October~~ 2025. J.K. D Shah AS

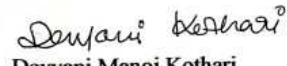

Jayeshkumar Kishorkant Shah
Defendant No.1


Dipika Kishorkant Shah
Plaintiff


Alpesh Kishorkant Shah
Defendant No.2

Before me
Public Notary




Devyani Manoj Kothari
Defendant No.3

MADHUBALA COLWILL
NOTARY PUBLIC
24 HILLBURY AVENUE
HARROW, MIDDLESEX HA3 8EW
TEL 020 8907 2699

Identified by
Witness:

Name :
Notary Regn. No. :
Issuing Authority :





DRIVING LICENCE

1. SHAH
2. JAYESHKUMAR

3. 13.02.1964 UGANDA
4a. 29.02.2018 4c. DVLA
5b. 28.02.2020
6. SHAH9602134J98PS 25

7. 

8. BERSFORD, OAKSIDE WAY, SHINFIELD,
READING, RG2 9BJ

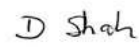
9. AM/A/B/I/C/I/D/I/E/C/I/E/H/K/n/n/p/q







[Signature]



I hereby certify this to be a true copy of the original
M. Colin 5/11/2025
 Mrs M Colwill Solicitor / Notary Public
 24 Hillbury Avenue
 Harrow Middx HA3 8EW

D Shah

M. O. Levin 5/11/2025
Madhubala Colwill, Solicitor / Notary Public
24 Hillbury Avenue, Harrow, Middx HA3 8EW
Tel: 0208 907 2699

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M L Clin 5/11/2025
Madhubala Colwill, Solicitor / Notary Public
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Tel: 0208 907 2699

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CAUTION

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From / पुरवठा अधिकारी से नाम / Name of Father / Legal Guardian
KISHORE KHIRCHAND SHAH

माता से नाम / Name of Mother
DIPIKABEN SHAH

पता / Address
**3 BIRCHEN GROVE
KINGSBURY**

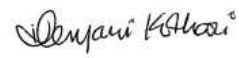
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523429741 30/05/2014 UK

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- 4.** The obligations and undertakings given in the Consent Terms are accepted as undertakings given to this Court.
- 5.** Order in terms of Consent Terms is passed in Testamentary Suit.
- 6.** Suit is decreed in terms of Consent Terms dated 05.11.2025.
In view thereof, Testamentary Suit is disposed.
- 7.** Refund of Court fees as per Rules.

[MILIND N. JADHAV, J.]

Ajay