

Amberkar

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION**

TESTAMENTARY PETITION NO. 120 OF 2025

Priya Vishnu Parab .. Deceased

Shilpa Tushar Shingte nee
Shilpa vishnu Parab .. Petitioner

Dipak Maruti Nilave .. Caveator

**WITH
TESTAMENTARY PETITION NO. 761 OF 2025**

Priya Vishnu Parab .. Deceased

Dipak Maruti Nilave .. Petitioner

-
- Mr. C.G. Bafna, Advocate for Petitioner

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

DATE : JANUARY 9, 2026

P. C.:

1. Heard Mr. Bafna, learned Advocate for Petitioner.
2. Parties have reconciled their dispute and filed Consent Terms dated 09.01.2026 in Court along with pursis dated 10.12.2025. Consent Terms are signed by respective parties whereas pursis signed by respective parties and Advocate for Caveator. Advocate for Petitioner in TP No. 761/2025 has not signed the pursis. Petitioner in that Petition is present in Court. His identification has been checked and he is identified by Mr. Bafna. He would inform the Court that

parties have reconciled their dispute and sought grant as per the Consent Terms. Consent Terms are running into 5 pages. They are taken on record and marked "X" for identification. For the purpose of reference and convenience, they are scanned and reproduced below:-

OPAM: MILIND N JADHAV, J.
D.O. 9/11/2026

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CONSENT TERMS

IN

TESTAMENTARY PETITION NO. 761 OF 2025

AND

TESTAMENTARY PETITION NO. 120 OF 2025

1. SHILPA TUSHAR SHINGTE]
(Maiden Name: SHILPA VISHNU PARAB)]
Aged:-50 years, Occupation :- Retired]
R/o. E-4, Sambhaji Marg, Opp. N.M Joshi Marg]
Municipal School, Delisle Road, Mumbai-400013.]
Being the real sister of the Deceased abovenamed]

2. NETRA SANJAY BHOGLA]
(Maiden Name: NETRA VISHNU PARAB)]
Residing at Room No. 1104, Building No. 21,]
Sardar Nagar No. 1, Sion Koliwada, Sion,]
Mumbai - 400022]

..APPLICANTS

/CAVETORS

Shingte BhoGLE

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1. VANDAL K. SHILKIN

IN THE MATTER OF-

Petition for Letters of Administration with the Will annexed to the property and credits of **Priya Vishnu Parab**, Indian Inhabitant of Mumbai, Divorcee, Occupation: Service, who was residing at the time of her death at Room No.19, Ram Bhuvan, Near Ganesh Galli, Dr. S.S. Rao Road, Lalbaug, Mumbai – 400 012.

...Deceased

DIPAK MARUTI NILAVE,]
Aged- 46 years, Indian Inhabitant of Mumbai,]
Occupation: Advocate, residing at Room No.2104,]
Building No. 1/D, New Vignaharta CHS Ltd.,]
Rambhau Bhogale Marg, New Hind Mill Mhada]
Girni Kamgar Vasahat, Ghodapdev,]
Mumbai- 400 033.]

..PETITIONER

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CONSENT TERMS

1] The parties hereby concede that the last Will and testament dated 28/01/2022 executed by deceased **Priya Vishnu Parab** is valid and genuine.

2] The parties hereby concede that Will dated 28/01/2022 executed by deceased **Priya Vishnu Parab** in favour of the Petitioner is only in respect of residential flat mentioned therein viz. Ratnasindhu CHS, Flat no.603, 6th Floor, admeasuring 325 sq. ft. of carpet area, Building No.3, B wing, Kalewadi, Dhobighat, G. D. Ambekar Marg, Kala Chowki, Mumbai – 400 033.

3] The Applicant no.1 and 2, who are the sisters of the deceased have **no objection** for grant of Letters of Administration with Will / Probate annexed to the extent of residential Only i.e. Ratnasindhu CHS, Flat no.603, 6th Floor, admeasuring 325 sq. ft. of carpet area, Building No.3, B wing, Kalewadi, Dhobighat, G. D. Ambekar Marg, Kala Chowki, Mumbai – 400 033 and shall sign and execute any paper, document, give consent and NOC required for valid transfer of aforesaid flat of deceased **Priya Vishnu Parab** in the name of Plaintiff, **Dipak Maruti Nilave**, as and when required in future .

4] The Plaintiff concedes that the remaining any movable or immovable property save and except above mentioned immoveable property mentioned in para no.3 hereinabove, including all benefits derived from corporate action such as issue of bonus shares, shares split, merger/ demerger or acquisition and any changes in share/s and

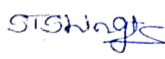
  

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mutual fund/s allotted in the same or new company in lieu of old shares/s or mutual fund/s of deceased Priya Vishnu Parab has devolved upon the Applicant no.1 and 2 as her only legal heirs as per Hindu Succession Act, 1956 by which the deceased was governed at the time of her death and the Plaintiff has **no objection** for grant of succession certificate to the Applicant no.1 and 2 in respect of the property of the deceased mentioned in the schedule of Testamentary Petition no. 120 of 2025 filed by the Applicant no.1 and 2 (The Petitioner in TP/120/2025).

5] The Petitioner **Dipak Maruti Nilave** have **No objection** for grant of **Succession Certificate** considering the Applicants / Ceavevotors as Successor in his L A Petition except in respect of Flat no.603, 6th Floor, admeasuring 325 sq. ft. of carpet area, Building No.3, B wing, Kalewadi, Dhobighat, G. D. Ambekar Marg, Kala Chowki, Mumbai – 400 033 and shall sign and execute any paper, document, give consent and NOC required for valid transfer of all moveable properties such as debts, securities, shares, mutual funds etc. of deceased **Priya Vishnu Parab** in the name of Applicant/s No.(1) **Shilpa Tushar Shingte** and (2) **Netra Sanjay Bhogle** as and when required in future.

6] The parties hereto have agreed upon signing and have signed the Consent Terms in Testamentary Petition No.120 of 2025 filed by Applicant no.1 and 2,Caveator herein and TP No.761/2025 filed by Petitioner herein.

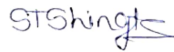
  

7] Both parties herein have agreed for above settlement terms and same shall be binding upon both the parties, their respective heirs, representative, successor, assignee, relative, later on none of them or their heir, representative, successor, assignee, relative shall raise any claim over each other properties as determined herein and shall abide by this agreed terms hereinafter.

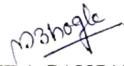


DIPAK MARUTI NILAVE

Petitioner in TP /761/2025



SHILPA TUSHAR SHINGTE



NETRA SANJAY BHOGLE

Applicant/s in Petition No TP/120/2025

Cavetors in Petition No. TP/761/2025

3. All rights and obligations mentioned in the Consent Terms *qua* the respective parties are taken as undertaking given to the Court and parties shall abide by the same.
4. Order in terms of the Consent Terms.
5. Department is directed to issue grant to the parties according to the Consent Terms by duly specifying therein the terms thereof.
6. Both the Petitions are disposed in terms of the Consent Terms.

Amberkar

[MILIND N. JADHAV, J.]

RAVINDRA
MOHAN
AMBERKAR
Digitally signed
by RAVINDRA
MOHAN
AMBERKAR
Date:
2026.01.12
19:46:09 +0530