

Amberkar

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

TESTAMENTARY SUIT NO. 307 OF 2025
IN
TESTAMENTARY PETITION NO. 1600 OF 2025

Shankar Shripat Pawar .. Deceased

IN THE MATTER BETWEEN:-

Smita Kailash Pawar .. Plaintiff

Versus

Ujjwala Vishwas Pawar & Ors. .. Defendants

.....

- Mr. Aakash S. Mishra, Advocate for Plaintiff
- Ms. Deepali Deherkar, Advocate for Defendant

.....

CORAM : MILIND N. JADHAV, J.

DATE : FEBRUARY 11, 2026

P. C.:

1. Heard Mr. Mishra, learned Advocate for Plaintiff and Ms. Deherkar, learned Advocate for Defendant.

2. Parties have reconciled their dispute and filed Consent Terms dated 11.02.2026. Consent Terms are signed by Plaintiff, Defendants, their respective Advocates and consenting legal heirs. The Parties executing the Consent Terms are personally present before this Court and have been duly identified by the respective learned Advocates. They confirm execution of the Consent Terms. Consent Terms are running into 6 pages. For the purpose of reference and convenience, Consent Terms are scanned and reproduced below:-

CORAM : MILIND N JADHAV, J.

Date : 11-2-2025

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

SUIT NO. 307 OF 2025

Smita Kailash Pawar

...Plaintiff

V/s.

Ujjwala Vishwas Pawar & Ors.

...Defendants

CONSENT TERMS

1. The Plaintiff has filed a petition, being the Testamentary Petition No. 1600/2025 for the grant of Letter of Administration to the property and credits of the Shankar Shripat Pawar, the deceased.
2. The Defendants are the non-consenting heirs of the deceased who have filed caveat, being Caveat No. 370/2025 and accordingly, the referred testamentary petition got converted into above mentioned testamentary suit.
3. The Plaintiff and the Defendants have amicably settled their disputes in the captioned suit on the following terms:
 - I. The Defendants have agreed and do not dispute over the description of the surviving legal heirs and their respective shares as described in the petition. The description of the surviving legal heirs is as follows:

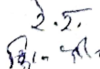
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Sr. No.	Name of the Legal Heirs	Relationship with the deceased	Share in the property and assets of the deceased
1.	Shubhangi Jayant Pawar, aged 72 years, residing at, B/601, Lalbaugcha Raja C.H.S, Dr. Ambedkar Road, Ganesh Nagar, Lalbaug, Chinchpokli, Mumbai-400 012.	Daughter-in-law.	1/5 th share of the property.
2.	Harshal Kailash Pawar, aged 38 years, residing at, Flat No. 10, Plot no. 39, Guruprasad C.H.S., RSC-19, Status Hotel Lane, Near Anand Bazar, Gorai 2, Borivali-(W), Mumbai-400 092.	Grandson.	1/2 nd part of 1/5 th of the property.
3.	Smita Kailash Pawar, aged 62 years, the Plaintiff, residing at, Flat No. 10, Plot no. 39, Guruprasad C.H.S., RSC-19, Status Hotel Lane, Near Anand Bazar, Gorai 2, Borivali-(W), Mumbai-400 092.	Daughter-in-law.	1/2 nd part of 1/5 th of the property.
4.	Ujjwala Vishwas Pawar, aged 66 years, the Defendant No.1, residing at, 610, 6 th Floor, Vighnaharta C.H.S., Mahadev	Daughter-in-law	1/4 th part of 1/5 th of the property.

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	Palav Marg, Curry Road-(E), Mumbai- 400 012.		
5.	Swati Vishwas Pawar, aged 45 years, the Defendant No. 2, residing at, 610, 6 th Floor, Vighnaharta C.H.S., Mahadev Palav Marg, Curry Road-(E), Mumbai- 400 012.	Grand-daughter	1/4 th part of 1/5 th of the property.
6.	Abhijit Vishwas Pawar, aged 43 years, the Defendant No. 3, residing at, 610, 6 th Floor, Vighnaharta C.H.S., Mahadev Palav Marg, Curry Road-(E), Mumbai- 400 012.	Grandson	1/4 th part of 1/5 th of the property.
7.	Priti Samir Mhaske, aged 39 years, the Defendant No. 4 last known address is 610, 6 th Floor, Vighnaharta C.H.S., Mahadev Palav Marg, Curry Road-(E), Mumbai- 400 012.	Grand-daughter.	1/4 th part of 1/5 th of the property.
8.	Reshma Ramesh Sawant, aged 74 years, residing at, A/7, Guru Tapasya, Shimpoli Road, Kastur Park, near Suvarna Hospital, Borivali-(w), Mumbai-400 092	Daughter.	1/5 th share of the property.
9.	Shilpa Shridhar Mavalankar, aged 72 years, residing at, Room No. 58, Trimurti Sadan,	Daughter.	1/5 th share of the property.


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	Meghwadi near Hanuman Mandir, Majas Colony Road, Jogeshwari-(E), Mumbai-400 060.		
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Out of 9 surviving legal heirs of the Deceased, Mrs. Shubhangi Jayant Pawar, Mr. Harshal Kailash Pawar, Mrs. Reshma Ramesh Sawant and Mrs. Shilpa Shridhar Mavalankar gave their consent affidavit in favour of the Plaintiff and are being the consenting legal heirs.

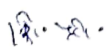
- II. The Defendants have agreed and do not dispute over the description of the property as set out in the Schedule No. I and the Schedule of debts as mentioned in the Schedule No. II as described in the petition.
- III. The Plaintiff and consenting legal heirs agreed that in future if the parties herein decide to sell the property mentioned in the Schedule-I, such decision will be taken by the mutual decisions/consents of all the legal heirs mentioned hereinabove.
- IV. The Plaintiff and consenting legal heirs agreed that if any of the legal heirs mentioned hereinabove wants to purchase the property then in such circumstances, he or she will be given priority over the third-party buyer to purchase the property at the prevailing market price of the property at the time of sell and all the heirs mentioned hereinabove shall be paid the consideration in proportion

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of their respective share as mentioned in the petition as well as hereinabove.

- V. It is agreed between all the parties including the consenting parties that all the parties shall be involved in the discussion and negotiations process for the sale of the property. None of the parties shall claim any deduction/adjustment in the consideration amount except as mentioned in the Schedule – II of the petition.
- VI. The Plaintiff, consenting legal heirs and the Defendants agreed that the administrative rights and/or powers shall be given to Plaintiff herein along with Mr. Abhijit Vishwas Pawar, the Defendant No. 3 and Letter of Administration may be granted to them i.e. the Plaintiff and the Defendant No. 3.
4. All the parties including the consenting legal heirs of the deceased agreed to the terms mentioned hereinabove and have signed the consent term without any pressure, coercion and misrepresentation etc.
5. All parties hereto undertake to abide by the present consent terms and thereby agree to undertake all the necessary action/s required to effectuate the purpose of the present terms.
6. These Consent Terms shall be binding upon the parties hereto and their respective administrators, successors, legal heirs and assignees.

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7. In view of the above, the parties hereto have settled the dispute amicably and thus parties have agreed that the suit be decreed in terms the Consent Terms with no orders to costs.

Dated this 11th day of February, 2026

Place: At Mumbai.

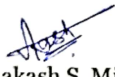

Smita Kailash Pawar
Plaintiff

S. J. Pawar
Shubhangi Jayant Pawar
Consenting heir


Harshal Kailash Pawar
Consenting heir

रेश्मा रमेश सावंत
Reshma Ramesh Sawant
Consenting heir

श्री. शिल्पा श्री. मवाळकर
Shilpa Shridhar Mavalankar
Consenting heir

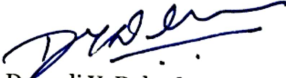

Aakash S. Mishra
Advocate for the Plaintiff

Pawar Ujjwala
Ujjwala Vishwas Pawar
Defendant No. 1

S. V. Pawar
Swati Vishwas Pawar
Defendant No. 2


Abhijit Vishwas Pawar
Defendant No. 3

P. V. Pawar
Priti Samir Mhaske
Defendant No. 4


Deepali Y. Deherkar
Advocate for the Defendants

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. Suit is decreed in in terms of the Consent Terms. No order as to costs. Suit is disposed. Caveat(s) is/are also disposed.
6. Refund of Court fees, if any, as per rules.

Amberkar

[MILIND N. JADHAV, J.]

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Digitally signed
by RAVINDRA
MOHAN
AMBERKAR
Date:
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