

Amberkar

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

**TESTAMENTARY SUIT NO. 151 OF 2025
WITH
INTERIM APPLICATION NO. 258 OF 2026**

Marukh Rusi Katrak

.. Plaintiff

Versus

Fali Naval Davar

.. Defendant

**WITH
TESTAMENTARY PETITION NO. 516 OF 2025**

.....

- Mr. Jay Joshi a/w Mr. Manas Shah i/by M/s. I.R. Joshi & Co.,
Advocates for Plaintiff
- Mr. Agnel Carneiro a/w Mr. Tushar Cooper & Mr. Smith Barboz i/by
M/s. Mulla & Mulla & Craigie Blunt & Caroe, Advocates for
Defendant

.....

CORAM : MILIND N. JADHAV, J.

DATE : APRIL 9, 2026

P. C.:

1. Heard Mr. Joshi, learned Advocate for Plaintiff and Mr. Carneiro,
learned Advocate for Defendant.
2. Testamentary Petition No. 516 of 2025 is not on board today. It
is taken on board.
3. Draft amendment tendered by Mr. Joshi is taken on record and
marked "X" for identification. In view thereof, amendment is
permitted to be carried out in the Suit offline as also online within a
period of one week from today. Reverification stands dispensed with.

4. Dispute in the present Suit between the Plaintiff and Defendant has been settled. Plaintiff and Defendant has entered into Consent Terms dated 09.04.2026. Consent Terms are signed by Plaintiff Nos. 1 and 2, Defendant as also their respective Advocates. Parties executing the Consent Terms are present before this Court and have been identified by their respective Advocates. They confirm execution of the Consent Terms. Consent Terms are running into 9 pages. They are taken on record and marked "X-1" for identification. Parties shall be entitled for certified copy of the Consent Terms if they desire. For the purpose of reference and convenience, Consent Terms are scanned and reproduced below:-

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X-1 *my. 9/4/2026*

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 258 OF 2026
IN
TESTAMENTARY SUIT NO. 151 OF 2025

Maharukh Rusi Katrak)
Age 67 years, Occ: Housewife)
Religion Zoroastrian, Indian Inhabitant)
Of Mumbai , residing at Flat No. 15, 3rd floor)
15th Morbed Quarters, Godrej Baug)
Nepean Sea Road, August Kranti Marg,)
Mumbai 400036, being one of the)
Executrix named under the Last Will and)
Testament of the deceased Late Hormazed Davar.) ...Applicant
(Plaintiff)

IN THE MATTER BETWEEN:

Maharukh Rusi Katrak)
Age 67 years, Occ: Housewife)
Religion Zoroastrian, Indian Inhabitant)
Of Mumbai, residing at Flat No. 15, 3rd floor)
15th Morbed Quarters, Godrej Baug)
Nepean Sea Road, August Kranti Marg,)
Mumbai 400036, being one of the)
Executrix named under the Last Will and)
Testament of the deceased Late Hormazed Davar.) ...Plaintiff

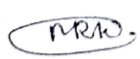
(NR) *(V)* *(R)*

Versus

Mr.Fali Naval Davar	)	
Age: years, Occ:	)	
Of Mumbai Indian Inhabitant of Mumbai	)	
Residing at Flat Nos. H1 and H2, 8 th floor	)	
Palacimo Silver Oak Estate,	)	
Bhulabhai Desai Road, Mumbai 400026	)	...Respondent
		(Defendant)

CONSENT TERMS

1. By consent of the Parties, Mr. Raizad Rusi Katrak is added as party Plaintiff No.2 to the present Suit. Amendment to the title of the Plaint be carried out during the course of the day.
2. The Plaintiffs and the Defendant hereto have settled their disputes and arrived at Consent Terms and agreed for distribution of the estate of the deceased late Hormazed Naval Davar on the terms and conditions mentioned in the present Consent Terms as follows: -
3. The Plaintiffs and the Defendant hereby withdraw all the allegations made by them against each other in their respective pleadings in the above matter and in the Interim Application

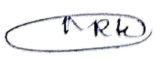
  



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No.258 of 2026 and also agree and undertake before this Hon'ble Court not to raise in future any claim of any nature whatsoever with regard to the distribution of the estate of the deceased late Hormazed Naval Davar, against each other, in future.

4. The Parties hereby agree and declare that the Defendant is the sole surviving legal heir of the deceased late Hormazed Naval Davar and therefore entitled to the entire estate of the deceased late Hormazed Naval Davar. The Defendant has accordingly filed a Testamentary Petition No. 516 of 2025 in the Hon'ble Court of Bombay for obtaining Letters of Administration of the property and credits of late Hormazed Naval Davar and the same is allowed by the Hon'ble Bombay High Court by an Order dated 07th April 2025. However, in view of the pendency of the present Suit the Letters of Administration is not issued to the Defendant. The Plaintiffs in view of the Consent Terms arrived herein, have no objection for issuance of the grant of Letters of Administration in favour of the Defendant in respect of the estate of the deceased late Hormazed Naval Davar and will not challenge the same or any ground in future under any circumstances.
5. The Defendant hereby agrees and undertakes to the Hon'ble Court to transfer 100% ownership right, title and interest of the deceased in respect of residential Flat No.C-2 in building Versova Silver View Co-operative Housing Society Ltd situated at 35, Jay Prakash Road, Andheri West, Bombay 400061 in favour of the Plaintiffs within three (3) weeks of grant and issuance of Letters of Administration of the estate of the deceased late Hormazed

Naval Davar in favour of the Defendant. The Defendant hereby agree and undertake to execute and register the Deed of Transfer in respect of Flat No.C-2 in favour of the Plaintiffs and also undertakes to sign and execute required writings/ documents/ forms/ undertaking in favour of the Plaintiffs in respect of transfer of the said Flat No.C-2 situate at Versova as stated above in favour of the Plaintiffs within three weeks of grant and issuance of Letters of Administration of the estate of the deceased late Hormazed Naval Davar. The Defendant shall get Share Certificate of the society in respect of the said Flat No.C-2, duly transferred in the name of the Plaintiffs by submitting necessary writings/ document to the society and shall pay all out of pocket expenses including stamp duty and registration charges thereof.

6. The Plaintiffs have filed Testamentary Petition No.5747 of 2024, which is now converted into Testamentary Suit No.151 of 2025. The Plaintiffs have now accepted the Defendant to be the sole legal heir in respect of estate of the Deceased and has therefore agreed not to pursue the said Testamentary Suit No.151 of 2025. The Plaintiffs therefore hereby withdraws the Testamentary Petition No.5747 of 2024 filed by her for Probate for Will dated 26th February 2024. In lieu of the Plaintiffs agreeing to not pursue the Testamentary Petition No.5747 of 2024 and Testamentary Suit No.151 of 2025 and agreeing to withdraw the same, the Defendant has agreed to do the following:

7. The Defendant hereby agree and undertake to pay to the Plaintiff No.2 a total sum of Rs.1,60,00,000/- (Rupees One Crore Sixty



lakhs only) towards full and final settlement of the claim of the Plaintiffs against the estate of the deceased of late Hormazed Naval Davar in the following manner: -

- (i) Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs Only) be paid on execution of this Consent Terms vide Demand Draft dated 06/04/2026 bearing No.075960 drawn on Standard Chartered Bank in favour of Mr. Raizad Rusi Katrak;
- (ii) The balance of Rs.40,00,000/- (Rupees Forty Lakhs Only) shall be paid by the Defendant within 2 weeks of grant and issuance of Letters of Administration of the estate of the deceased Late Hormazed Naval Davar in favour of the Plaintiff No.2 Mr. Raizad Katrak.

8. Save and except the said Flat No.C-2 at Versova as agreed herein above, the Plaintiffs hereby forthwith release, relinquish and surrender all their right, title and interest of any property of the estate of the deceased late Hormazed Naval Davar, if any, in favour of the Defendant in perpetuity. The Plaintiffs hereby agree and undertake not to raise in future any claim of whatsoever nature against the Defendant and/ or his heirs, successors, executors, or Trustees in respect of estate of the deceased late Hormazed Naval Davar or any other claim of whatsoever nature.

9. In view of the aforesaid settlement, the Testamentary Petition No.5747 of 2024 and Testamentary Suit No.151 of 2025 stands



disposed-off as withdrawn. The Plaintiff agrees and undertakes not to raise any claim of whatsoever nature on the basis of the alleged Will dated 26th February 2024 of late Hormazed Naval Davar.

10. The aforesaid statements and undertakings given hereunder are accepted by this Hon'ble Court. The above Petition stands disposed-off.
11. The Parties hereto and Learned Prothonotary and Senior Master, High Court, Bombay to act on authenticated copies of Minutes of the Order and Consent Terms and issue grant of Letters of Administration in favour of the Defendant.
12. Certified copy of the Order is expedited.

Dated this 09th day of April 2026.

Maharukh R. Katrak.

(Maharukh Rusi Katrak)
Plaintiff No.1

R. R. Katrak

(Raizad Rusi Katrak)
Plaintiff No.2

Fali Naval Davar

(Mr. Fali Naval Davar)
Defendant

I. R. Joshi & Co.

I. R. Joshi
Advocate for Plaintiffs

Mulla & Mulla & Craigie Blunt & Caroe

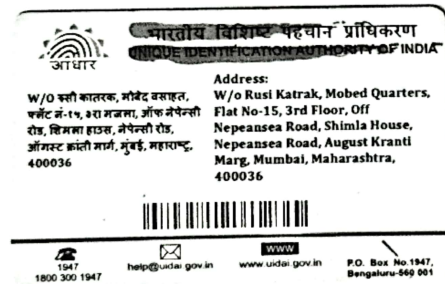
Mulla
Partner
Advocates for the Defendant



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Maharukh R. Katrak.



True copy
for 10/5 J.K. Joshi & Co.

	
भारतीय विगिष्ट ओळख प्राधिकरण भारत सरकार Ministry Identification Authority of India Government of India	
नॉन रिप्लाय क्रमांक / Enrollment No 1190/10468/01647	
04/04/2012	To, रजिस्टर्ड रुसि कात्रक Raizad Rusi Katrak S/O Rusi Katrak Mbed Quarters, Flat No-15, 3rd Floor Off Nepeansea Road Shimla House Nepeansea Road August Kranti Marg Mumbai Maharashtra 400036 9920529656
Ref: 935 / 28G / 66286 / 66849 / P	
 UE673324352IN	
	
आपला आधार क्रमांक / Your Aadhaar No. :	
5843 0107 5846	
आधार — सामान्य माणसाचा अधिकार	
 भारत सरकार GOVERNMENT OF INDIA	रजिस्टर्ड रुसि कात्रक Raizad Rusi Katrak जन्म वर्ष / Year of Birth : 1977 लिंग / Male
	
5843 0107 5846	
आधार — सामान्य माणसाचा अधिकार	

R. R. Katrak

True Copy
 I.R. Joshi S.O.

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भारतीय विशिष्ट ओळख प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1218/61176/20780
 To,
 फाजी नवल दावर
 Faji Naval Davar
 H-1, Palacomo, 8th Floor Silver Oaks Estate
 Bhulabhai Desai Road
 Next To Renzer Departmental Store
 Cumballa Hill
 Cumballa Hill Mumbai Mumbai
 Maharashtra 400026
 29/01/2013

Ref: 261 / 178 / 412236 / 412978 / P

 SH198792940DF

आपला आधार क्रमांक / Your Aadhaar No. :
2181 9511 3420

आधार — सामान्य माणसाचा अधिकार


भारत सरकार

फाजी नवल दावर
 Faji Naval Davar
 जन्म वर्ष / Year of Birth : 1954
 लिंग / Male



2181 9511 3420

आधार — सामान्य माणसाचा अधिकार



5. 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.
6. All contentions of parties are kept open.
7. Suit is disposed in terms of the Consent Terms. Pending Interim Application is disposed. Testamentary Petition No. 516 of 2025 is also disposed.
8. As agreed between the parties in paragraph No. 11 of the Consent Terms, grant shall be issued in favour of Defendant within a period of two weeks from today which is as agreed in Testamentary Petition No 516 of 2025.
9. Liberty to apply.
10. All parties to act on a server copy of this order downloaded from Bombay High Court website.

Amberkar

[MILIND N. JADHAV, J.]

RAVINDRA
MOHAN
AMBERKAR
Digitally signed
by RAVINDRA
MOHAN
AMBERKAR
Date:
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+0530