

Ajay

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY PETITION NO. 1713 OF 2024

Kishor Vaghji Ruparel alias
Kishore Vaghji Ruparel .. Deceased

Kamlesh Kishore Ruparel .. Petitioner

Versus

Mr. Alpesh Kishor Ruparel @
Alpesh Kishore Ruparel .. Caveator

And

Jyotsna Kishor Ruparel and Anr.

-
- Mr. Satyam R. Dube, Advocate for Petitioner.
 - Mr. D.R. Singh, Advocate i/by S.H. Singh for Caveator.
-

CORAM : MILIND N. JADHAV, J.

DATE : MARCH 13, 2026.

P.C.:

1. Heard Mr. Dube, learned Advocate for Petitioner and Mr. Singh, learned Advocate for Caveator.

2. Parties have reconciled their disputes and filed Consent Terms. Today Consent Terms dated 13.03.2026 executed between the parties are filed in Court and the same is taken on record and marked 'X' for identification. Consent Terms are duly signed by Petitioner, Caveator, Jyotsna Kishor Ruparel, Jyotsna Kishore Rupare, CA of Mr. Prashant Kishor Ruparel and their respective Advocates. They confirm execution of the Consent Terms.

3. Consent Terms are running into 31 pages. For the sake of reference and convenience, first 7 pages upto the execution clause of Consent Terms are scanned and reproduced below:-

CORAM : MILIND N JADHAV, J.
Date : 13/3/2026

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
PETITION NO. 1713 OF 2024

Petition for Letters of
Administration to the property and
credits of KISHOR VAGHJI
RUPAREL alias KISHORE VAGHJI
RUPAREL, married, Occupation:
Retired, Hindu, Indian Inhabitant of
Mumbai, residing at the time of his
death at- 803/804, Silver Avenue,
Devidayal Road, B.P.S. Plaza,
Mulund West, Mumbai,
Maharashtra-400080.

...DECEASED

KAMLESH KISHORE RUPAREL)
Age 44 years, Occupation- Business)
Hindu, Indian, Inhabitant of Mumbai,)
Residing at- 803/804, Silver Avenue,)
Devidayal Road, B.P.S. Plaza,)
Mulund West, Mumbai,)
Maharashtra-400080, being the)

J.K. Ruparel

Son of deceased above named

) ...PETITIONER

Versus

MR. ALPESH KISHOR RUPAREL)

@ ALPESH KISHORE RUPAREL)

Age 46 years, An adult, Indian inhabitant)

Occu- Doctor, Residing at- 803/804,)

Silver Avenue, Devidayal Road,)

B.P.S. Plaza Mulund West, Mumbai,)

Maharashtra-400080

).....CAVEATOR

AND

1. SMT. JYOTSNA KISHOR RUPAREL)

Age 69 year, Indian inhabitant,)

Occu- Housewife, Residing at- 803/804,)

Silver Avenue, Devidayal Road,)

B.P.S. Plaza, Mulund West,)

Mumbai -400080.)

2. MR. PRASHANT KISHOR RUPAREL)

@ MR. PRASHANT KISHORE RUPAREL)

Age 69-year, Indian inhabitant, Occ- Service,)

Res. at- Presently Residing at- 9239)

Charterhouse Road, Frederick, Maryland,)

21704, U.S.A.,)

And having Permanent Add. at- 803/804,)

Silver Avenue, Devidayal Road,)

B.P.S. Plaza, Mulund West, Mumbai,)

Kamlesh

Alpesh

J K Ruparel

③

Maharashtra-400080,)
 Through his Power of Attorney)
 SMT. JYOTSNA KISHOR RUPAREL.)

CONSENT TERMS

THIS CONSENT TERMS is entered into Mumbai on 13th day of March 2026 between

1. KAMLESH KISHORE RUPAREL, Age 44 years, Residing at- 803/804, Silver Avenue, Devidayal Road, B.P.S. Plaza, Mulund West, Mumbai, Maharashtra-400080, SON of Deceased above name (Petitioner/ Legal heir of Deceased) (hereinafter referred to as "KAMLESH").
2. MR. ALPESH KISHOR RUPAREL @ ALPESH KISHORE RUPAREL, Age 46 years, An adult, Residing at- 803/804, Silver Avenue, Devidayal Road, B.P.S. Plaza Mulund West, Mumbai, Maharashtra-400080, Son of Deceased above name (CAVEATOR/ Legal heir of Deceased) (hereinafter referred to as "ALPESH").
3. SMT. JYOTSNA KISHOR RUPAREL, age about 72 year residing at- 803/804, Silver Avenue, Devidayal Road, B.P.S. Plaza, Mulund West, Mumbai, Maharashtra-400080., Wife of Deceased above name (Legal heir of Deceased) (hereinafter referred to as "JYOTSNA").
4. MR. PRASHANT KISHOR RUPAREL @ MR. PRASHANT KISHORE RUPAREL, age about 48 years, Res. at- Presently Residing at- 9239 Charterhouse Road,

Kamlesh

Alpesh

J.K. Ruparel

④

Frederick, Maryland, 21704, U.S.A., And having Permanent Address At- 803/804, Silver Avenue, Devidayal Road, B.P.S. Plaza, Mulund West, Mumbai, Maharashtra-400080, Through his Power of Attorney SMT. JYOTSNA KISHOR RUPAREL., Son of Deceased above name(Legal heir of Deceased) (hereinafter referred to as "PRASHANT").

WHEREAS The Petitioner, Caveator, and the other legal heirs of the Deceased, after considering the time, cost, and efforts involved in contesting the above Petition, have arrived at a mutual settlement with respect to the properties left by the Deceased, as mentioned in the **Schedule of Assets** annexed to the Petition.

The parties have amicably settled all disputes and differences and have agreed to divide the said properties to their mutual satisfaction. Accordingly, the parties have decided to place these Consent Terms on record in full and final settlement of all claims arising out of the present Petition.

TERMS OF SETTLEMENT

- a) The Petitioner, **Jyotsna**, and **Prashant** hereby release, relinquish, and give up all their respective rights, title, interest, and claims in respect of the following property in favour of the Caveator **Alpesh**, who shall hereinafter be the sole and absolute owner thereof:

Property No.1. Shop No. 1, admeasuring approximately 300.00 sq. ft., Ground Floor plus First Floor, Kalicharan Chawl, Pratap Nagar, P.N. Road, Bhandup (West), Mumbai – 400078.

Kamlesh

Alpesh

J.K. Ruparel

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The Petitioner, Jyotsna, and Prashant shall have no right, title, or interest whatsoever in the said property henceforth.

- b) The Petitioner **Kamlesh**, the Caveator **Alpesh**, and **Prashant** hereby release, relinquish, and give up all their respective rights, title, interest, and claims in respect of the Deceased's 50% share in the following property in favour of **Jyotsna**, who shall hereinafter be the sole and absolute owner thereof:

Property No.2, Flat No. 803, 8th Floor, "Silver Avenue Co-operative Housing Society Ltd.", B.P.S. Estate, Devidayal Road, Mulund (West), Mumbai – 400080, Survey No. 1000, CTS Nos. 1111 (Pt.) and 1113 (Pt.), admeasuring approximately 365 sq. ft. (Carpet Area).

The Petitioner, Caveator, and Prashant shall have no right, title, or interest in the said property henceforth.

- c) The Caveator **Alpesh**, **Jyotsna**, and **Prashant** hereby release, relinquish, and give up all their respective rights, title, interest, and claims in respect of the following property in favour of the Petitioner **Kamlesh**, who shall hereinafter be the sole and absolute owner thereof:

Property No. 3, Flat No. 1, admeasuring approximately 550 sq. ft., First Floor, Rajendra Prakash Building, situated at the junction of Dr. Rajendra Prasad Road and Sewaram Lalwani Road, Mulund (West), Mumbai – 400080.

The Caveator, Jyotsna, and Prashant shall have no right, title, or interest in the said property henceforth

Kamlesh

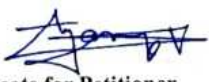
Alpesh

J. K. Prashant

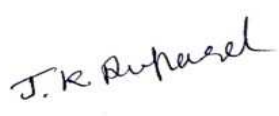
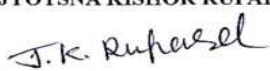
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- d) That as per this consent terms each party shall be the sole and absolute owner of the respective properties allotted to them hereinabove and shall enjoy all ownership rights therein. **Mr. Prashant** has voluntarily and without any force, coercion, or undue influence relinquished his rights in the properties allotted to the other legal heirs.
 - e) That the parties to this consent terms undertake to execute all the necessary documents in favor of other parties for complete transfer of above-mentioned properties in the name of respective parties as per the above mentioned divisions.
 - f) These Consent Terms shall be binding upon all the parties hereto and their respective legal heirs, successors, and assigns. These Consent Terms shall constitute a full and final settlement, and no party shall raise any further claim or dispute in respect of the properties mentioned herein.
 - g) The present Petition may be disposed of in terms of these Consent Terms by issuing **Letters of Administration** in respect of the properties and credits of the Deceased.

IN WITNESS whereof we have set and subscribed out our hands to this writing.

Dated this 13th day of March, 2026


Advocate for Petitioner


KAMLESH KISHORE RUPAREL
Petitioner

 F- Advocate for Caveator	 MR. ALPESH KISHOR RUPAREL) @ ALPESH KISHORE RUPAREL) Caveator
 F- Advocate of other legal Heirs of the Deceased	 1. JYOTSNA KISHOR RUPAREL  2. JYOTSNA KISHOR RUPAREL C. A OF MR. PRASHANT KISHOR RUPAREL

4. The obligations and undertakings given by the parties in the Consent Terms are recorded and accepted as undertakings given to this Court.

5. Parties are directed to abide by the same.
6. Department is directed to issue the grant within a period of two weeks from today.
7. Order in terms of Consent Terms.
8. Refund of Court fee as per Rules.
9. The Registry shall issue the refund certificate within a period of two weeks from today on the basis of a server copy of this order. The refund certificate shall be submitted by Petitioner to the Collector of Stamp Duty, First Floor, Old Customs House, Mumbai which is the concerned office. Copy of this order shall also be served on the Collector of Stamps, First Floor, Old Customs House, Mumbai.
10. I am informed by several Petitioners who seek such refund that an extraordinary long period of time is taken for refund of the Court fees from the Collector's Office and thereafter from the Pay and Accounts Office. Collector of Stamps shall personally look into this and ensure that the Plaintiff is refunded the Court fees on presentation of a server copy of this order and the refund certificate / letter is issued within a period of four weeks thereafter at the highest. Petitioner shall give all other details to the Collector of Stamps and the aforesaid order shall be complied with strictly.

11. I am informed that refund of Court fees is then actually issued by the Pay and Accounts Department situated at Bandra. Copy of this order shall also be placed before the Collector of Stamps, Mumbai City and Collector of Stamps, Mumbai MSD and the In-charge of Pay and Accounts Department, Bandra.

12. I am informed that after refund certificate is filed, Collector of Stamps Office has to issue letter / some order to the Pay and Accounts Department for generating the refund and the refund is thereafter received from the Pay and Accounts Department of the State of Maharashtra situated in Bandra. In-charge of the Pay and Accounts situated at Bandra is directed to ensure that whenever letter regarding for refund of Court fees is received from the Office of the Collector of Stamps, the same shall be complied with by its Office within a period of four weeks from the date of receipt of such request and there shall be no delay in this compliance and refund whatsoever.

13. This order is issued by Court because this Court in the present roster while handling Testamentary Petitions has received several complaints that even after orders for refund are issued by the Registry of this Court, *inter alia*, relating to refund of Court fees the same takes an invariably long period of time to realise the Court fees and sometimes more than a year.

14. Copy of this order shall be placed before the Registrar General of this Court and he is directed to inform the aforementioned Authorities to ensure that the concerned Government Officers shall comply with the above directions and timeline in the interest of the litigants.

15. Collector of Stamps, Mumbai City and Collector of Stamp, MSD are also directed to take cognizance of this order and ensure that compliance of timelines given in this order are duly complied with in all cases of refund of Court fees which are granted by this Court.

16. Testamentary Petition is disposed.

[MILIND N. JADHAV, J.]

Ajay

Digitally signed
by AJAY
TRAMBAK
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Date: 2026.03.13
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