

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 95 OF 2024

Manoj Bharat Kishore Gupta .. Plaintiff

V/s.

Shashibala Bharat Kishore Gupta .. Defendant

WITH  
INTERIM APPLICATION NO. 2255 OF 2025  
WITH  
INTERIM APPLICATION NO. 3678 OF 2024  
IN  
SUIT NO. 95 OF 2024

**Mr. Vivek Kantawala** a/w. Mr. Manav Kantawala, Mr. Vivek M. Sharma i/b. Mr. Vivek M. Sharma for Plaintiff/Caveator.

**Ms. Archana Kakade** (through V.C.) a/w. Ms. Komal Naik for Defendant no. 1.

**Ms. Nelly Mehta** i/b. NMA Legal for Defendant no. 2.

**Ms. Alka Gupta**, Constituted Attorney of Ms. Nidhi Bharat Gupta Williams (through V.C.) present.

**Ms. Ila Gupta** (through V.C.) present.

**Mr. Milan Gupta** (through V.C.) present.

CORAM : FARHAN P. DUBASH, J.

DATE : 5<sup>th</sup> MAY 2026

ORDER :

1. By an order dated 6<sup>th</sup> March 2025, this Court had appointed Justice S. J. Kathawalla, former Judge of this Court, as the Sole Mediator to endeavour to bring about a settlement between the parties to the dispute in the present suit.
2. Pursuant to the hearings held before the learned Mediator, Consent

Terms dated 1st May 2026 have been drawn up and executed by some of the said parties. For the sake of ready reference, a scanned copy of the said Consent Terms is reproduced hereunder :

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
TESTAMENTARY AND INTESTATE JURISDICTION  
INTERIM APPLICATION (L) NO.18245 OF 2024  
IN  
TESTAMENTARY PETITION NO.1120 OF 2024

|                    |        |                |
|--------------------|--------|----------------|
| Milan Bharat Gupta | Versus | ... Applicant  |
| Ila Bharat Gupta   |        | ... Respondent |

WITH  
SUIT NO.95 OF 2024  
WITH  
INTERIM APPLICATION NO.726 OF 2025  
WITH  
INTERIM APPLICATION NO.2255 OF 2025  
WITH  
INTERIM APPLICATION NO.3678 OF 2024  
IN  
SUIT NO.95 OF 2024  
WITH CAVEAT NO.168 OF 2024  
WITH  
CAVEAT NO.256 OF 2025  
IN  
TESTAMENTARY PETITION NO.1120 OF 2024

CONSENT TERMS

1. Bharat Kishore Begraj Gupta (deceased) passed away on 1<sup>st</sup> February, 2023 leaving his last Will and Testament dated 6<sup>th</sup> March 2014 (**Will**) and a Codicil of 16 March, 2018 (**Codicil**). At the time of the death of the deceased his legal heirs were Shashibala Bharat Kishore Gupta - wife (**Shashibala**) and four children Mr. Manoj Bharat Gupta - son (**Manoj**), Mr. Milan Bharat Gupta - son (**Milan**), Mrs. Nidhi Gupta Williams -



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married daughter (**Nidhi**) and Mrs. Ila Bharat Gupta - married daughter (**Ila**).

2. Under his Will (with Milan and Ila named as executors) read with the Codicil, the deceased, Bharat Kishore Begraj Gupta made the following bequests and gave directions as under:-

- (i) That upon his death, Manoj, Milan and Nidhi be paid Rs.40,00,000/- (Rupees Forty Lakhs) each, along with interest @ 6% accrued from date of Will i.e. 6<sup>th</sup> March 2014, provided the said amount or part thereof is not gifted by him during his lifetime to any child and in the event of them being gifted a part of the said sum of Rs.40,00,000/- during his lifetime, upon his death they should be provided only with the balance amount. The deceased in his Will made clear that since he has already given to Ila such sums as he wished during his lifetime, he has not bequeathed any amount to Ila.
- (ii) The deceased bequeathed a sum of Rs.1,00,00,000/- (Rupees One crore only) to his wife Shashibala by making it clear that upon his demise the said amount be paid to her on priority basis, before bequeathing the amounts bequeathed to Manoj, Milan and Nidhi.
- (iii) The deceased bequeathed the entire residue of his estate which included the ownership residential flat being Flat No. 2 in Block No. 6 (Brady Flats) of the Colaba Land Co-operative Housing



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Society Limited located on Sorabh Bharucha Marg, Colaba, Mumbai 400 005 to Shashibala (wife).

- (iv) The deceased Bharat Kishore Begraj Gupta also provided in his Will how his estate should be distributed in the event of his wife Shashibala passing away during his lifetime.
  - (v) In the Codicil dated 16<sup>th</sup> March, 2018 the deceased clarified that during his lifetime he has advanced a loan amounting to Rs.15,00,000/- to Manoj and that the same should be deducted from the amount of Rs. 40,00,000/- (Rupees Forty Lakhs only) bequeathed to Manoj under his Will.
- 3. Ila in her capacity as an Executor filed Testamentary Petition NO.1120 of 2024 on 30 August 2023 before the Hon'ble Bombay High Court seeking grant of probate of the last Will and Testament dated 6<sup>th</sup> March, 2024 and Codicil dated 16<sup>th</sup> March 2018 of the deceased.
  - 4. In the said Petition, Manoj and Nidhi filed caveats, because of which Testamentary Petition No. 1120 of 2024 was converted into Suit No. 149 of 2024.
  - 5. Milan filed a Suit being No.1709 of 2023 before the City Civil Court Bombay against Ila and Mr. Rustom Davar alias Rusi Davar who was the Chartered Accountant of the deceased and against the Banks wherein Shashibala had accounts with the deceased, inter alia seeking disclosure



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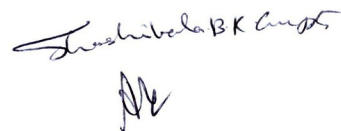
of the bank accounts as well as the assets of the deceased, Bharat Kishore Begraj Gupta. Shashibala filed an Intervention Application in Suit No. 1709 of 2023 under Order 7 Rule X1 of the Civil Procedure Code 1908 which was allowed and the Plaint in the said Suit was dismissed on 6 November 2023. Milan being aggrieved filed a First Appeal No.226 of 2024 before the Learned Single Judge of the Bombay High Court which was later withdrawn on 1<sup>st</sup> December, 2025. Suit No. 1709 of 2023 therefore admittedly does not survive as on date.

6. Manoj filed Suit No.95 of 2024 on 3<sup>rd</sup> February 2024 before the Hon'ble Bombay High Court against Shashibala, Ila, Milan and Nidhi seeking partition of the estate of the deceased.
7. By an Order dated 6th March, 2025 passed by His Lordship Mr. Justice Arif S. Doctor, the undersigned was appointed as the Sole Mediator to make an attempt to resolve the disputes between the parties including Suit No.95 of 2024 filed by Manoj and also Testamentary Petition No.1 120 of 2024 (converted in Suit No. 149 of 2024) filed by Ila. Paragraph 8 of the said Order dated 6<sup>th</sup> March 2025 is relevant and reproduced hereunder:

*"8. Learned Counsel appearing on behalf of Defendant No.1 also submits that Defendant No.1 is 83 years of age and would have some difficulty in appearing before the Mediator. However, in my view, the presence of Defendant No.1 would be necessary and needless to state that it is up to the Learned Mediator how to best*



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*ensure the participation of Defendant No.1 given her advanced age."*

8. The undersigned had joint meetings with Shashibala and her children at his office. The undersigned also had virtual/ physical meeting on one on one basis with Manoj, Milan, Nidhi and Ila. The undersigned has had about five meetings with Shashibala at her residence. In one such meeting Ms. Rashna Khan, erstwhile Advocate for Shashibala was present and in another meeting Advocate Khan was contacted over the phone by the Mediator and informed that Shashibala wishes to settle the matter through equal distribution of everything belonging to her equally amongst her four children, which fact was confirmed by Shashibala over the phone.
9. Shashibala has informed the Mediator that she has executed a Will dated 23<sup>rd</sup> January 2026 with the assistance of the legal department of Axis Bank which will has been registered vide No. MBE4-1627-2026. She has also executed and registered a Power of Attorney No. MBE1-6480-2026 dated 10<sup>th</sup> April 2026 and the consent terms should be prepared keeping in mind the contents of the Will dated 23<sup>rd</sup> January 2026. She has further informed the Mediator that she wants to revoke all her earlier Wills and Powers of Attorney and in case of any conflict between the contents of the Will dated 23<sup>rd</sup> January 2026 and the contents of these Consent Terms, what is provided in the Consent Terms shall prevail. She has further informed the Mediator that if any of her children or any other individual or entity produces any other Will purportedly executed by her before or after execution of these Consent Terms, no one including the courts of



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law should take cognizance of the same. In view of this clarification, paragraphs 22 of her Will dated 23<sup>rd</sup> January, 2026 should be ignored and should not be taken cognizance of.

10. With this background and clarifications, the following Consent Terms are prepared which takes care of the interest of Shashibala during her lifetime as well as the interest of all her children after her demise. The parties have now agreed to resolve their disputes in the following terms : -
- i. Shashibala revokes all her earlier wills and testament save and except the Will dated 23<sup>rd</sup> January 2026 (except paragraph 22 thereof) and also revokes all her writings, declaration/s, codicil/s, powers of attorney executed before 23<sup>rd</sup> January, 2026 in favour of any of her children or any other individual/ entity.
  - ii. The instructions / directions given by Shashibala in her Will dated 23<sup>rd</sup> January, 2026 be treated as final and binding on all her children during her lifetime and even thereafter. In the event there being any contradiction with what is provided in her Will dated 23<sup>rd</sup> January, 2026 and these Consent Terms, what is provided in the Consent Terms will prevail.
  - iii. It is agreed that upon the demise of Shashibala her assets will be distributed as follows : -
    - a) The ownership Flat being Flat No. 2 in Block No.6 of Brady's Flat, of Colaba Land Co-operative Housing Society, Sorab Bharucha Road, Mumbai-400005 shall stand bequeathed in favour of Manoj, Nidhi, Ila and Milan in equal proportion



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- /shares along with all the moveable in the flat including its furniture, fixture, paintings, artifacts, etc.
- b) Upon demise of Shashibala the said flat along with furniture, fixture, paintings, artifacts, etc. will be sold to the highest bidder/proposed buyer (including either of her children), and the net consideration shall be divided amongst the four children equally.
- c) Shashibala has 25022 shares in Agarwal Metal Works Pvt. Ltd. Shashibala wishes that her Constituted Attorney Manoj shall divide these shares in 4 portfolios held by Shashibala as first holder and each of her child as second holder. Shashibala shall continue enjoying benefits of the said portfolios exclusively during her life time and upon her demise the second holder of the said portfolio shall get the respective shares. Thus, all her four children will be entitled to 6255 shares each and the 2 remaining shares shall be transferred to Manoj and Milan 1 each.
- d) All the amounts lying in all the bank accounts, fixed deposits, shares, mutual funds, bank lockers, any moveable and/or immovable assets in India and outside India etc. standing in the name/s of the deceased Bharat Kishore Begraj Gupta /Shashibala which are not listed in her Will or in the present Consent Terms shall be distributed equally among Manoj, Milan, Nidhi and Ila, after the demise of Shashibala. None of her children will claim exclusive or any right over the same on



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the ground of there being joint holders in respect of such bank accounts, fixed deposits, bank lockers etc., as their names if joined or included are only for convenience are not entitled to the same otherwise.

- e) The residue of the estate of Shashibala of whatsoever kind and wheresoever situated which is left out in these Consent Terms or acquired in future to which Shashibala is entitled to will be distributed equally among her four children Manoj, Milan, Nidhi and Ila.
- f) In the event of the passing away of any of the four children of Shashibala prior to her demise or simultaneously with her demise, then all the assets which he/she would be entitled to receive under the Consent Terms shall be handed over to his/her child/children absolutely or individual heir or heirs of the deceased child (as per the Hindu Succession Act) in equal proportion absolutely.
- g) Any nomination and/or any joint holding of any of the assets (including both movable and immoveable assets), if made, shall be understood to be made only for the purpose of convenience and facilitating easy transfer of assets, upon the demise of Shashibala and the same shall be distributed equally amongst the four children of Shashibala.
- h) Shashibala shall continue to pay her own amounts for medicine, doctors' bills, hospital bills if any and her day to day



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personal expenses, upkeep and all necessary and incidental expenses for her well-being from her own personal account for which she will have access to the same without any interruption from her children till her demise. Shashibala has executed Power of Attorney dated 10<sup>th</sup> April 2026 vide No.MBE1-6480-2026 appointing Manoj as her constituted Attorney who shall manage the movable and immovable assets of Shashibala on her behalf with prior information and approval from Shashibala and also keep Nidhi, Ila and Milan informed about the same from time to time as per the condition mentioned under the said Power of Attorney and confirmed hereby by Shashibala. Any operation by Manoj as constituted Attorney shall be done purely for the needs of Shashibala.

- i) The Deceased, Mr. Bharat Kishore Begraj Gupta, held certain shares and investments either in his sole name and/or jointly with Mrs. Shashibala/ Manoj/ Ila. The Parties agree that the complete and accurate particulars of all such shareholdings as on the date shall be ascertained and verified from the records of the erstwhile auditor and Chartered Accountant, Mr. Rusi Davar (India) and Mr. Michael Heyman, Chartered Accountant (USA) of deceased Bharat Kishore Begraj Gupta and Shashibala, along with all supporting documentation. Upon getting the details of all such domestic and international investments and assets the same shall be transferred in the name of Shashibala for her benefits and upon her demise as per her wish the residual shall

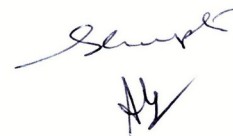


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be equally distributed amongst the four children of Mrs. Shashibala.

- j) All physical shares shall be dematerialised and/or sold, as may be necessary. For administrative convenience only, Mr. Manoj, acting in his capacity as Constituted Attorney, shall be entitled to open and operate a separate bank account and/or demat account in the name of 'Estate of Bharat Kishore Begraj Gupta' for the limited purpose of facilitating such dematerialisation and/or sale. It is clarified that Mr. Manoj shall hold such amounts in a fiduciary capacity and shall not acquire any beneficial interest therein. Upon completion of the sale of the said shares, and after deductions i.e. reimbursement of all reasonable costs, charges, and expenses incurred towards dematerialisation and sale, the net proceeds thereof shall be transferred to the account of Mrs. Shashibala. The said proceeds shall form part of the residual estate of Mrs. Shashibala and shall, upon her demise, be distributed equally amongst her four children.
- k) Manoj, Ila, Milan and Nidhi agree and undertake that they will jointly and severally look after Shashibala and look after all her needs and desires and shall ensure that at least one of them will come and stay regularly with Shashibala. The expenses for their travel will not be debited to Shashibala's account.



- l) The present terms are for the purpose of bringing a quietus to the entire litigation and bring peace and harmony amongst the family members.
- m) All allegations made by any party in any of the proceedings otherwise stands unconditionally withdrawn.
- n) All communication between the parties will be strictly by email, details of which are mentioned below:  
Manoj Bharat Kishore Gupta:- emgupta@gmail.com  
Ila Bharat Gupta:- ila.gupta@mindspring.com  
Milan Bharat Gupta milanguptal@gmail.com  
Nidhi Gupta Williams ~ nidhi.williams@gmail.com
- o) The parties agree and declare to mutually attempt to resolve difficulties/ issues, if any arising under the terms, failing which the parties shall approach the Ld. Mediator Justice S.J. Kathawalla (Retd.) for a resolution thereof.
- p) Suit No. 95 of 2024 stand disposed of. All Interim Applications in Suit no. 95 of 2024 stand disposed of. Testamentary Suit No. 149 of 2024 stands disposed of. All Interim Applications in Testamentary Suit No. 149 of 2024 stands disposed of.



q) Parties to bear their own cost.

Dated this 1<sup>st</sup> day of May 2026

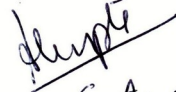
  
Shashibala Bharat Kishore Gupta

  
Adv. Aschana D. Kakade  
Adv for Shashibala Bharat Kishore Gupta

  
Manoj Bharat Gupta

  
Advocate for Manoj Bharat Gupta

Milan Bharat Gupta

  
C.A. of Nidhi Gupta Williams  
Nidhi Gupta Williams

Advocate for Milan Bharat Gupta

  
Advocate for Nidhi Gupta Williams

Ila Bharat Gupta

  
Advocate for Ila Bharat Gupta



3. A perusal of the Consent Terms reveal that it has been executed by Ms. Shashibala Bharat Kishore Gupta and her Advocate, Mr. Manoj Bharat Gupta and his Advocate and Ms. Nidhi Gupta Williams through her constituted Attorney since Ms. Nidhi Gupta Williams is presently in the USA. The Advocate of Ms. Nidhi Gupta Williams has also signed the Consent Terms. However, the Consent Terms have not been signed by Milan Bharat Gupta and Ila Bharat Gupta.
4. All four children of Ms. Sashibala Bharat Kishore Gupta namely Mr. Manoj Kumar Gupta, Mr. Milan Bharat Gupta, Ms. Nidhi Gupta Williams and Ms. Ila Bharat Gupta are present through video conferencing today and this order has been dictated in their presence.
5. Mr. Milan Bharat Gupta reiterates that he is in full agreement with the terms recorded in the Consent Terms and submits that the only reason why he has not affixed his signature thereto is because he is presently in the USA. He however confirms that he has gone through the Consent Terms and he is agreeable with each and every clause that is set out therein. The same is noted and accepted by the Court and he shall henceforth be treated to have executed the Consent Terms and be bound by its contents. He makes this statement before this Court today on video conferencing and the same is noted and accepted. A similar assurance was given by him to the learned Mediator also who has recorded this in the Mediation Report.

6. After some discussions with the parties, it is agreed that the agreement that is contained in the Consent Terms shall stand modified albeit to the following limited extent :

- (i) Parties agree that the property in New York, USA which is presently in the name of Ms. Ila Bharat Gupta and her husband, belongs to them exclusively and does not form part of the estate of the deceased Bharat Kishore Gupta.
- (ii) Parties further agree that, notwithstanding the bequests that are contained both in the Will and also in the codicil of the deceased, all the amounts that are mentioned therein shall belong exclusively to their mother viz. Shashibala Bharat Kishore Gupta.
- (iii) Parties agree that Ms. Ila Bharat Gupta, in her capacity as the executor of the last Will and Testament of the deceased dated 6<sup>th</sup> March 2014 stands discharged without the need to submit any accounts.
- (iv) In clause 10(iii)(k) of the Consent Terms, which provides that all four siblings agree and undertake to jointly and severally look after their mother, viz. Shashibala, and all her needs and desires, and to ensure that at least one of them comes and stays with her regularly and which further records their agreement that the expenses for

such travel shall not be debited to Shashibala's account, shall stand modified to the extent that Ms. Ila Bharat Gupta will try her level best to comply with the same to the extent possible by her.

7. Subject to these modifications, Ms. Ila Bharat Gupta, who is present on video conferencing today, also agrees to and confirms the arrangement recorded in the said Consent Terms and undertakes to be bound by the same. The same is noted and accepted by this Court and she shall henceforth be treated to have executed the Consent Terms and be bound by its contents. In furtherance thereof, the Consent Terms are signed just now by her Advocate Ms. Nelly Mehta on her behalf. The Scanned Consent Terms reproduced above, thus bears the signature of the Advocate of Ms. Nelly Mehta on 5<sup>th</sup> May 2026.
8. Considering this, Suit no. 95 of 2024 shall stand disposed of in terms of these Consent Terms as modified by this order.
9. All pending Interim Applications taken out in the present Suit, if any, also stand disposed of in terms of the above order, and all interim orders passed, therein also stand vacated.
10. Parties also agree that in light of this order, Testamentary Suit no. 149 of 2024 may also be disposed of and they undertake to make the necessary application in that regard before the relevant Bench hearing the said assignment. This shall be done as expeditiously as possible.

**11.** Refund of Court fees, if any, as per Rule.

**( FARHAN P. DUBASH, J. )**

*Ajay Jadhav*