

HARSHADA H. SAWANT
(P.A.)

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

TESTAMENTARY SUIT NO.65 OF 2026
IN
TESTAMENTARY PETITION NO.4860 OF 2024

Sarla Nari Kripalani .. Deceased

Deepak Nari Kripalani .. Plaintiff

Versus

Manjeet Nari Kriplani .. Defendant

-
- Mr. Nikhil M. Sansare, Advocate for Plaintiff.
 - Mr. Aaditya Miskita a/w. Ms. Aayshi Gohil, Advocates i/by M.T. Miskita & Co. for Defendant.
-

CORAM : MILIND N. JADHAV, J.

DATE : MARCH 30, 2026

P.C.:

- 1.** Mentioned out of turn.
- 2.** Heard Mr. Sansare, learned Advocate for Plaintiff and Mr. Miskita, learned Advocate for Defendant.
- 3.** This Petition seeks issuance of probate in respect of the properties and credits of deceased. in respect of the last Will and Testament of Sarla Nari Kripalani.
- 4.** Parties have amicably settled the dispute and filed Consent Terms dated 30.03.2026. They are taken on record and marked 'X' for identification.
- 5.** They are totally running into 18 pages and are executed by

Plaintiff, Defendant and their respective Advocates.

6. For reference and convenience, Consent Terms dated 30.03.2026 are scanned and reproduced below:-

CORAM : MILIND N JADHAV, J.
Date : 30-3-2026
File, rendered in court. *ADH* *X* *M. Jadhav* *30/3/2026*

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 65 OF 2026
[Previously Testamentary Petition No. 4860 of 2024]

Petition for Probate of last Will
dated 18th May, 016 of Sarla
Nari Kripalani, Hindu, widow,
Indian Inhabitant of Mumbai,
Occupation: Housewife, residing
at the time of her death Pallonji
Mansion, 43, Cuffe Parade, D-
Gr. Mumbai, Mumbai 400 005

...Deceased

Dr. Deepak Nari Kripalani,)
Hindu, Indian Inhabitant,)
Age 71 years, residing at,)
92, Saranga Tower)
Lokhandwala Complex (Rd 3))
Andheri (West), Mumbai 400 053,)
In capacity as the Sole Executor named)

DL *V*

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In the Will of the deceased abovenamed) ...Plaintiff

Versus

Manjeet Nari Kripalani)
 Hindu, adult Indian inhabitant, Age: 65 years,)
 Occupation: Scholar, residing at Pallonji)
 Mansion, D-Gr., 43, Cuffe Parade, Mumbai)
 400 005) ...Defendant

CONSENT TERMS

I. Parties:

1. The Plaintiff, that is, Dr. Deepak Nari Kripalani ("Plaintiff" or "Deepak") is an adult, Hindu, Indian Inhabitant, aged 71 years, Occupation: Doctor, presently residing at 92, Saranga Tower, Lokhandwala Complex (Rd 3), Andheri (West), Mumbai 400 053.

2. The Defendant, that is, Ms. Manjeet Nari Kirpalani ("Defendant" or "Manjeet"), is an adult Hindu, Indian inhabitant, aged 65 years, Occupation: Scholar, presently residing at Pallonji Mansion, D-Gr., 43, Cuffe Parade, Mumbai 400 005.

3. The Plaintiff and the Defendant are the son and daughter respectively of the deceased, Mrs. Sarla Nari Kripalani ("Deceased"), who passed away at Mumbai on 4th July 2022 and Dr. Nari Manghanmal Kripalani ("Dr. Nari"), who passed away at Mumbai on 15th March 2006. The Plaintiff and the Defendant are the only legal heirs and next of kin of the Deceased and Dr. Nari, under the provisions Hindu Succession Act, 1956, by which they were governed at the time of their death.

II. Background of the Disputes:

4. The Deceased left behind her two Last Wills and Testaments both dated 18th May 2016. True copies of the Concurrent Will 1 (defined hereinafter) and Concurrent Will 2 (defined hereinafter) of the Deceased are annexed hereto and marked as Annexure "1" and Annexure "2", respectively.

5. One of the Last Will and Testaments dated 18th May 2016 of the Deceased ("Concurrent Will 1"), was witnessed by one Mrs. N.C. Sadrangani and one Dr. M.M. Lalwani. Under Concurrent Will 1, the Deceased appointed the Plaintiff as the sole executor thereof and the

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beneficiary of the bequests / legacies made therein. A few of the relevant clauses of the said Concurrent Will 1 are as under:

a. Under Clause No. 3 thereof, the Deceased bequeathed 50 shares of Prakash Tubes Limited ("**Prakash Tubes Shares**") and 100 shares of Surya Roshni Limited ("**Surya Roshini Shares**") to the Plaintiff; and

b. Under Clause No. 4 thereof, the Deceased bequeathed all her undivided share, right, title and interest in and to five (5) fully paid-up shares of Pleasant Park Co-operative Housing Society Limited, each having a face value of 50/- (Rupees Fifty Only), bearing distinctive nos. 501 to 505 (both inclusive), represented by the Share Certificate No. G1 dated 1st June, 1962, together with the right of possession, use and occupation of commercial premises, on the ground floor being Doctors Consulting Room No. 4, admeasuring approximately 478 Sq Feet Carpet Area in the building known as '*Pleasant Park*', belonging to the Pleasant Park Co-operative Housing Society Limited, situate, lying, being and situate at Plot No. 65, Dr. Gopalrao Deshmukh Marg (formerly Peddar Road), Mumbai 400 026 including all deposits lying to the credit of the Shares and the Unit in the books of the Society,

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including its sinking fund and other funds (as applicable) to the Plaintiff absolutely ("**Pleasant Park Property**").

6. The other Last Will and Testaments also dated 18th May 2016 of the Deceased ("**Concurrent Will 2**") was witnessed by one Mr. Darius B. Moos and one Dr. Jehangir Sorabjee, whereunder, the Deceased appointed the Defendant as the sole executrix and the beneficiary of all the bequests / legacies made therein including the entire residuary estate of the Deceased. A few of the relevant clauses of the said Concurrent Will 2 are as under:

- a. Under Clause no. 3 thereof, the Deceased bequeathed all shares, stocks, bank accounts, locker units, debentures, bonds, government bonds, government schemes or funds, fixed deposits, mutual funds and other monies to the Defendant absolutely;
- b. Under Clause nos. 4 and 5 thereof, the Deceased bequeathed her (i). one-half undivided share, right, title and interest in and to five (5) fully paid-up shares of Pallonji Mansion Co-operative Housing Society Limited, each having a face value of 50/- (Rupees Fifty Only), bearing distinctive nos. 56 to 60 (both inclusive), represented by the Share Certificate No. 12 dated 31st March 1972, together with the right of possession, use and occupation of



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residential flat no. D-Gr., admeasuring approximately 247.50 square meters, that is, 2,664 square feet carpet area, on the ground floor, in the building known as '*Pallonji Mansion*', belonging to the Pallonji Mansion Co-operative Housing Society Limited, situate, lying, being and situate at 43, Cuffe Parade Road, Colaba, Mumbai 400 005 along with the capital/property of the Pallonji Mansion Co-operative Housing Society Limited in respect thereof ("**Pallonji Mansion Property**"); and (ii). one-half undivided share, right, title and interest in and to five (5) fully paid-up shares of Jaldarshan Co-operative Housing Society Limited, each having a face value of 50/- (Rupees Fifty Only), bearing distinctive nos. 516 to 520 (both inclusive), represented by the Share Certificate No. 104 dated 1st December, 1972, together with the right of possession, use and occupation of residential flat no. 55-A, admeasuring approximately 53.41 square meters, that is, 575 square feet carpet area, on the fifth floor, in the building known as '*Jaldarshan*', belonging to the Jaldarshan Co-operative Housing Society Limited, situate, lying, being and situate at 51, Nepean Sea Road, opp. Priyadarshini Park, Mumbai 400 036 along with the capital/property of the Jaldarshan Co-operative Housing Society Limited in respect thereof to the Defendant absolutely ("**Jaldarshan Property**");

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c. Under Clause no. 6 thereof, the Deceased recorded that during her lifetime, she has gifted to the Defendant all jewelleries; and

d. Under Clause no. 7 thereof, the Deceased bequeathed her entire rest and residuary estate ("**Residuary Estate**") to the Defendant absolutely.

7. The Plaintiff filed the captioned Testamentary Petition No. 4860 of 2024 ("**Petition**") seeking, *inter alia*, probate of the Concurrent Will 1. Pursuant to the filing of the said Petition, Defendant filed Caveat no. 70 of 2026 on 10th December, 2025 along with an Affidavit in Support thereof, before this Hon'ble Court in the Petition, *inter alia*, pointing out and bringing on record the existence of the Concurrent Will 2.

8. Pursuant to the above, the said Testamentary Petition No. 4860 of 2024 came to be converted and was re-numbered as the present Testamentary Suit No. 65 of 2026.

9. The Plaintiff also filed Testamentary Petition No. 5528 of 2024 seeking, *inter alia*, Letters of Administration with a photocopy of the Last Will and Testament dated 24th February 1998 read with the Codicil dated 6th June 2001 of the Late Dr. Nari before this Hon'ble Court which is



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pending as on date. Under the said Last Will and Testament dated 24th February 1998 read with codicil dated 6th June 2001, Dr. Nari had appointed the Deceased and the Defendant as the executrix in respect thereof.

10. The Plaintiff and the Defendant (hereinafter collectively referred to as the "**Parties**") have now mutually agreed to amicably settle all their disputes and differences on the terms more particularly provided hereinbelow.

III. Terms of the Settlement between the Parties:

11. The Parties hereby expressly and irrevocably declare, admit, confirm and acknowledge:

- a. the existence, execution and the validity of the said Concurrent Will 1 and the said Concurrent Will 2, respectively;
- b. Plaintiff/Deepak shall only be absolutely entitled to the Prakash Tubes Shares, Surya Roshni Shares and the Doctors Consulting Room No. 4 at Pleasant Park Property, if forming

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part of the estate of the Deceased in accordance with Concurrent Will 1;

c. that the Defendant/Manjeet shall be absolutely entitled to all other shares and / stocks and the other assets forming part of estate of the Deceased, including Pallonji Mansion Property and the Jaldharshan Property and Residuary Estate in accordance with Concurrent Will 2;

d. Defendant shall be entitled to grant of Letters of Administration in the said Testamentary Petition No. 5528 of 2024 filed in respect of the estate of the Late Dr. Nari;

e. that they have amicably resolved and settled all their disputes, differences and / or claims in relation to and / or in respect of the estate of the Deceased and the said Late Dr. Nari, respectively, and shall have no future / further claim, of whatsoever nature against each other in relation to the same;

f. not to raise any disputes or differences or challenge the existence, validity and execution of the Concurrent Will 1 and Concurrent Will 2 by the Deceased and Last Will and Testament



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dated 24th February 1998 read with codicil dated 6th June 2001, executed by Dr. Nari and the respective bequest made thereunder by the Deceased and Dr. Nari.

g. that both Plaintiff and Defendant shall extend all reasonable assistance and co-operation, and shall undertake all necessary acts, deeds, matters and things, to give effect to the present Consent Terms;

h. that the present Consent Terms and the rights and obligations as set out hereinabove shall be valid and binding on the Parties individually as also on their respective representatives, assigns, heirs and successors-in-title; and

i. that they have signed and executed the present Consent Terms absolutely of their own volition, free consent and own free will without any coercion, pressure, undue influence and / or any other influence upon them.

12. In light of the above, the Parties hereby expressly and irrevocably agree, declare, confirm and acknowledge that the present Consent Terms be taken on record and the present Testamentary Suit may be disposed of



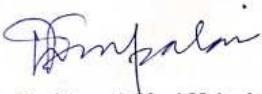
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and decreed in terms of the present Consent Terms, without any order as to costs. Further, the Parties hereby expressly agree, declare, confirm and acknowledge that the said Concurrent Will 2 be taken on record, and probate be granted to the Parties of Concurrent Will 1 and Concurrent Will 2, respectively.

13. No order as to costs.

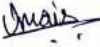
14. Liberty to apply.

 ^{30th}
Dated this ~~27th~~ day of March, 2026 


Dr. Deepak Nari Kripalani
Plaintiff


Mr. Nikhil Milind Sansare
Advocate for the Plaintiff


Ms. Manjeet Nari Kripalani
Defendant

For M.T. Miskita & Co.

Partner
Advocates for the Defendant

Annexure 1A

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Exhibit B

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NA
20/4/23LAST WILL AND TESTAMENT

I, SARLA NARI KRIPALANI, aged 85 years, of Mumbai Hindu Indian Inhabitant, presently residing at Flat No. 55-A, 5th Floor, "Jaldarshan", C-51, Nepean Sea Road, Mumbai 400-036 DO HEREBY revoke all Wills, Codicils and other Testamentary Dispositions heretofore made by me and **DECLARE THIS** to be my last Will and Testament, which I make for the purpose **ONLY** of disposing of my property hereinafter mentioned **AND TO THE INTENT** that the same shall take effect concurrently with and independently of any other Will, which I have made, relating to the rest of my estate, effects and property and not in any way affecting the property hereby disposed of.

1. I **APPOINT** my son, Dr. Deepak Nari Kripalani ("Deepak") to be sole executor of this my Will. He and/or the persons or person for the time being representing my estate are hereinafter for brevity's sake referred to as "my Executor".

2. I **DECLARE**, that all the bequests in this my Will, have been made in accordance with the wishes of my late husband, Dr. Nari Manghanmal Kripalani.

3. I **GIVE AND BEQUEATH** the following shares to Deepak, absolutely :

- (a) 50 Shares in Prakash Tubes; and,
- (b) 100 Shares in Surya Roshni.

4. I **DECLARE** that I am a member of The Pleasant Park Co-operative Housing Society Ltd., bearing Regd. No. BOM/HSG/806 of 1964, and, as such, own and hold 5 (Five) shares in the said Society of the face value of Rs. 50/- (Rupees Fifty Only) each, fully paid up, bearing distinctive Nos. 501 to 505 (inclusive), and represented by Share Certificate No. G1, dated 1st June, 1992, Member's Register No. G/1, AND am entitled to the possession, use and occupation of a Consulting Room, on the ground floor of the said Society's property in the

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building known as "Pleasant Park", situate at Plot No. 65, Dr. Gopalrao Deshmukh Marg (formerly Pedder Road), Mumbai 400-026, AND the funds (including the Sinking Fund) and properties of the said Society to the extent applicable thereto (hereinafter called "my said Consulting Room"). I DECLARE that the said Share Certificate stands in my sole name as the holder thereof and belongs to me absolutely, and that I have executed and filed with the said Society a nomination thereof in favour of Deepak with the intention of conferring the entire (100%) beneficial interest of my said Consulting Room on him.

5. I GIVE, DEVISE AND BEQUEATH my said Consulting Room to Deepak, absolutely.

Sarla Nari Kripalani
IN WITNESS WHEREOF, I, the said SARLA NARI KRIPALANI, have to each sheet of this my Will set and subscribed my hand at Mumbai this 18th day of May 2016.

SIGNED AND DECLARED by the)
withinnamed Testatrix SARLA NARI)
KRIPALANI as her last Will and)
Testament in the presence of us both)
being present at the same time and who)
at her request and in her presence and in)
the presence of each other have)
hereunto subscribed our names as)
attesting witnesses)

S. Kripalani
18th May 2016

WITNESSES:

1. *N. G. Deshpande*
19.5.2016

2. *M. M. Lalwani*
A-2532
19th May 2016

M. M. LALWANI
35, White Hall,
Next To, Shalimar Hotel,
Canton Corner, BOMBAY-400 004
REGD. NO. A-2532

Adv. for Reliance

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DATED THIS 18th DAY OF
May 2016
Smy
NAG
18/5/16.

LAST WILL AND TESTAMENT

OF

SARLA NARI KRIPALANI

MANEKSHA & SETHNA
ADVOCATES, SOLICITORS & NOTARY
8, HAMAM STREET
FORT, MUMBAI 400-023

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Annexure 02

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LAST WILL AND TESTAMENT

DBM JDMK

I, SARLA NARI KRIPALANI, aged 85 years, of Mumbai Hindu Indian Inhabitant, presently residing at Flat No. 55-A, 5th Floor, "Jaldarshan", C-51, Nepean Sea Road, Mumbai 400-036, DO HEREBY revoke all Wills, Codicils and other Testamentary Dispositions heretofore made by me and DECLARE THIS to be my last Will and Testament, which I make for the purpose ONLY of disposing of my property hereinafter mentioned AND TO THE INTENT that the same shall take effect concurrently with and independently of my other Will (of instant date) which I have made, relating to my Consulting Room (situated at Pleasant Park, Ground Floor, Plot No. 65, Dr. Gopalrao Deshmukh Marg (formerly Pedder Road), Mumbai 400-026) and not in any way affecting the property hereby disposed of.

1. I APPOINT my daughter, Manjeet Nari Kripalani ("Manjeet") to be sole executrix of this my Will. She and/or the persons or person for the time being representing my estate are hereinafter for brevity's sake referred to as "my Executor".
2. I DIRECT my Executor to spend such amount as she thinks fit on my funeral and obsequial ceremonies. No account whatsoever shall be demanded from my Executor in respect to such expenses made by her.
3. I GIVE AND BEQUEATH all shares, stocks, securities, bank accounts, lockers, units, debentures, bonds, government bonds, government schemes or funds, fixed deposits, mutual funds and any other monies whatsoever, which shall stand at the date of my death in the joint names of either myself and Manjeet, my name standing first in respect thereof, to Manjeet, absolutely.

4. I DECLARE that I had gifted the following to Manjeet during my lifetime :

Darius B. Moss
 3 *[Signature]*

1 *[Signature]*

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(a) all my jewellery;

(b) my undivided half share of Flat No. 55-A, 5th Floor, "Jaldarshan", C-51, Nepean Sea Road, Mumbai 400-036; and,

(c) my undivided half share of Flat No. D, Ground Floor, "Pallonji Mansion", 43, Cuffe Parade Road, Colaba, Mumbai 400-005.

5. I DIRECT my Executor to spend such sum(s) of money, on such charities or charitable institutions, in such proportions and manner, as my Executor shall, in her absolute and uncontrolled discretion, think fit.

6. I GIVE AND BEQUEATH such sum(s) of money, as my Executor shall, in her absolute and uncontrolled discretion, think fit, to :

(a) Hansa Sakpal (my faithful maid for several years); and

(b) Reena Sakpal (daughter of the said Hansa).

7. I GIVE, DEVISE AND BEQUEATH the rest and residue of my estate and effects, of whatsoever nature or sort and wheresoever situate, subject to and after payment of my funeral and testamentary expenses, my debts (if any), all rates, taxes and duties payable at or upon my death and the legacies bequeathed by this my Will and any Codicil thereto UNTO Manjeet absolutely.

IN WITNESS WHEREOF, I, the said SARLA NARI KRIPALANI, have to each sheet of this my Will set and subscribed my hand at Mumbai this 18th day of May 2016.

BKM

Sakpal

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SIGNED AND DECLARED by the)
 within named Testatrix SARLA NARI)
 KRIPALANI as her last Will and)
 Testament in the presence of us both)
 being present at the same time and who)
 at her request and in her presence and in)
 the presence of each other have)
 hereunto subscribed our names as)
 attesting witnesses)

J. Wipalany.
 18th May 2016.

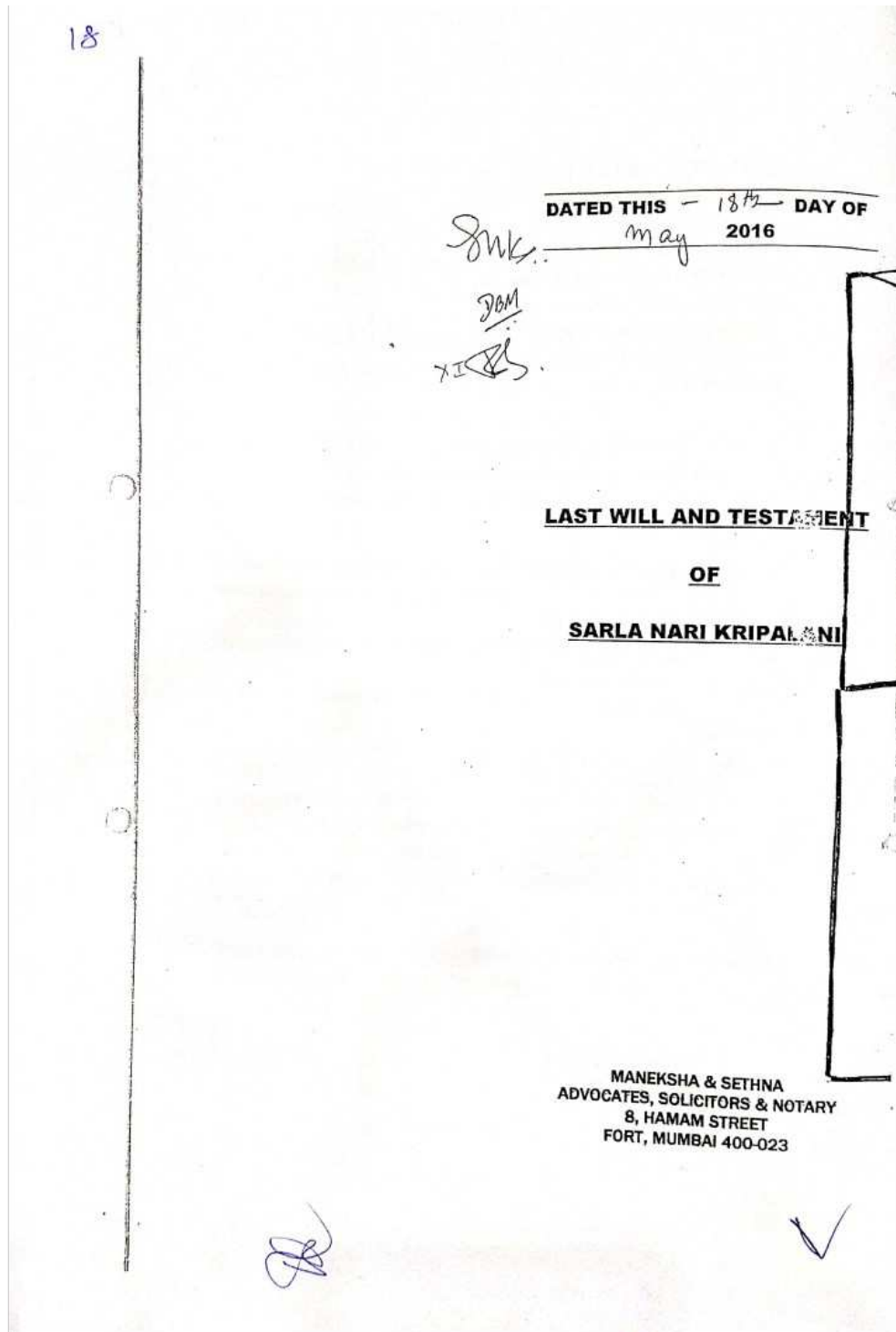
WITNESSES :

1. Danish B. Mees
 18-5-2016
 SOLICITOR
 HIGH COURT
 MUMBAI

2. Dr. Jyotsna Sorabjee Reg No 49412
 18-5-2016
 Dr. Jyotsna Sorabjee
 MD, FRCS, DTMB
 Head, Head Dept. of Medicine
 Postgraduate Institute of Medical Sciences

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7. Parties who have executed Consent Terms are present before the Court. They are identified by their respective Advocates. They confirm execution of the Consent Terms to the Court.

8. Rights and obligations stated in the Consent Terms qua parties to the Consent Terms are taken as an undertaking given to this Court. All parties shall abide by the same.

9. Order in terms of Consent Terms for disposal of Testamentary Petition.

10. The parties have prayed to take on record the Concurrent Will 2 which is annexed with the Consent Terms at Annexure 2 and Probate was prayed to be granted to the parties of Concurrent Will 1 and 2 respectively, i.e. Probate of Concurrent Will 1 to the Plaintiff being the Executor therein and Probate of concurrent Will 2 to the Defendant being the Executor therein.

11. For the averments mentioned in the Petition and the above Consent Terms, Testamentary Suit No.65 of 2026 is allowed in terms of the relief prayed. Testamentary Petition No.4860 of 2024 is disposed.

12. Testamentary Department is directed to issue grant / Probate having effect throughout the State of Maharashtra subject to all other compliances and strictly in accordance with law within a period of three weeks from today positively.

H. H. SAWANT

[MILIND N. JADHAV, J.]

Digitally signed
by AJAY
TRAMBAK
UGALMUGALE
Date: 2026.04.18
19:34:48 +0530