
(2017) 02 DEL CK 0170

In the Delhi High Court

Case No : Test Case 115 of 2014 and IA 5674 of 2016 (under section 151 CPC)

Smt. Radhika Kapur

APPELLANT

Vs

State

RESPONDENT

Date of Decision : 17-02-2017

Acts Referred:

Succession Act, 1925 — Section 278, Section 372

Citation : (2017) 2 ADDelhi 713 : (2017) 238 DLT 441

Hon'ble Judges : Mr. R.K. Gauba, J.

Bench : Single Bench

Advocate : Ms. Radhika Arora, Advocate, for the Petitioner; None, for the Respondent

Final Decision : Allowed

Judgement

Mr. R.K. Gauba, J.—This petition invoking the provisions of Section 278 and 372 of the Indian Succession Act, 1925 prays for grant of letters of administration and / or succession certificate respecting Will dated 14.11.2013 of late Sh. Baijnath Kapur with regard to the estate left behind by him at the time of his death on 17.05.2014. Pertinent to mention at this stage itself that the petition has been instituted by Smt. Radhika Kapoor, daughter-in-law of the deceased testator, she being the wife of his son Anand Kapoor and the sole beneficiary under the Will which has been produced, in the course of inquiry, in original (Ex. PW1/1).

2. As per averments in the petition, the testator was a permanent resident of B-6/52, Safdarjung Enclave, New Delhi-110 029. From out of his wedlock with Smt. Pushpa Kapoor, two children statedly took birth, they including the aforementioned son Anand Kapoor and a daughter Veena Nagpal, each of whom has been impleaded as third and second respondents respectively in these proceedings. Smt. Pushpa Kapoor, wife of the testator statedly died on 23.12.2010 intestate, thus, pre-deceasing him.

3. It has been pleaded that both Smt. Pushpa Kapoor and Sh. Baijnath Kapur were owners of a number of assets including in the nature of fixed deposit receipts (FDRs), bank accounts, shares and debentures, held individually or jointly, the FDRs and bank accounts having been maintained on "either or survivor" basis. As per the petition, upon the death of Smt. Pushpa Kapoor, the testator, her husband, became the sole owner of all the said immovable assets.

4. It is further stated that the testator in possession of immovable property held on leasehold basis, it being property bearing no.B-6/52, Safdarjung Enclave, New Delhi-110 029, described as his self acquired property of which he was the absolute owner.

5. The estate of the testator has been described in detail in Schedule "A" (Ex. PW3/4) appended to the petition, the assets mentioned therein being as :-

"Schedule

A List of movable and immovable properties coming to the hands of the petitioner by virtue of the Will dated 14.11.2013 executed by the deceased Sh. Baij Nath Kapur.

1. List of immovable properties

S.No.

Particulars

Value

1

B-6/52, Safdarjung Enclave, New Delhi-29

Rs.4,00,00,000 (Four Crores Aprox.)

2. List of moveable properties

Fixed Deposits

S.No

Bank

Name

Account No.

Matured Amount

Date of Maturity

1.

Allahabad Bank

Pushpa Kapur & Baij Nath Kapur

50056269410

64,351.00

9.6.2012

2.

Allahabad Bank

-do-

50056270857

62,883.00

9.6.2012

3.

Allahabad Bank

-do-

50056269828

78,605.00

9.6.2012

4.

Allahabad Bank

-do-

50056270628

64,351.00

-do-

5.

Allahabad Bank

-do-

50061857870

1,25,502.00

29.07.2012

6.

Allahabad Bank

-do-

50061857858

37,061.00

-do-

7.

Allahabad Bank

-do-

50061857597

33,105.00

-do-

8.

Allahabad Bank

-do-

50061857803

9,080.00

-do-

9.

Syndicate Bank

Baij Nath Kapur

90484050027998/1

74,735.00

09.03.2014

10.

Syndicate Bank

Baij Nath Kapur

90674050026807/2

1,84,196.92

14.03.2014

11.

Syndicate Bank

-do-

90674050026826

9,134.14

14.03.2014

12.

Syndicate Bank

-do-

90434560000787/1

63,964.39

28.03.2013

13.

Syndicate Bank

-do-

90484050033296/1

64,448.00

28.08.2013

14.

Syndicate Bank

-do-

90674050027814/3

41288.63

09.03.2014

15.

UCO Bank

Pushpa Kapoor & Baij Nath Kapur

CO750310053928

89,574.00

26.10.2016

16.

Canara Bank

-do-

2152404000582/2

52,073.00

06.11.2013

17.

SBI

-do-

30889057779

77,265.00

16.08.2013

18.

SBI

-do-

31573993947

87,207.00

02.10.2013

19.

SBI

-do-

33446299940

76,703.00

12.11.2014

20.

SBI

-do-

10786873476

50,210.00

02.02.2014

21.

BOI

Baij Nath Kapur

603645110007320

76,890.00

25.09.2014

22.

BOB

Pushpa Kapur& Baij Nath Kapur

602189278

39,760.00

24.04.2010

23.

BOI

Baij Nath Kapur

603646010000066

1,24,771.28

12.03.2018

24.

PNB

Pushpa Kapur& Baij Nath Kapur

061200DA00003081

68,149.00

02.03.2014

25.

Central Bank

-do-

3008563930

40,682.00

22.08.2010

26.

Canara Bank

-do-

GWKDSR08338

18,736.00

27.04.2010

27.

Canara Bank

-do-

GWKDSR08339

13,693.00

28.04.2010

28.

Dena Bank

-do-

056466026516

49,367.00

03.10.2013

29.

Dena Bank

-do-

056466026513

61,044.00

03.10.2013

30.

Dena Bank

-do-

056466026611

1,10,059.00

11.10.2013

31.

Dena Bank

-do-

056466026515

61,640.00

03.10.2013

Grand Total

20,02,546.73

B. List of Bank Balances in different Bank Accounts:

(The balances indicated are as per the pass book and information available with the petitioner. The exact amount of money lying in the account can be informed by the concerned banks only.)

1. A credit balance of Rs.12,183.50/- (Rupees Twelve Thousand One Hundred and Eighty Three and Fifty Paise Only) lying in the A/c no. 05860100006287 of Bank of Baroda, Sansad Marg, New Delhi in the name of Baij Nath Kapur.
2. A credit balance of Rs.14,853/- (Rupees Fourteen thousand eight hundred fifty three only) lying in the saving A/c. no. 20216181958 of Allahabad Bank, Green Park Extn., New Delhi as on 20.11.2013 in the name of Baij Nath Kapur.
3. A credit balance of Rs.6,374.11/- (Rupees Six thousand three hundred seventy four and paise eleven only) lying in the saving A/c. no. 12183 of UCO Bank, Dehradun as on 18.02.1997 in the name of Baij Nath Kapur.
4. A credit balance of Rs.2,925.00/- (Rupees Two Thousand Nine Hundred and Twenty Five only) lying in the saving A/c. no. 012706 of State Bank of India, Green Park Branch, New Delhi as on 13.01.2011 in the name of Baij Nath Kapur.
5. A credit balance of Rs.5,11,123/- (Rupees Five Lac Eleven Thousand One Hundred and Twenty Three only) lying in the saving A/c. no. 603610050005199 of Bank of India, Safdarjung Enclave, New Delhi, as on 31.05.2014 in the name of Baij Nath Kapur.
6. A credit balance of Rs.2,457.00/- (Rupees Two Thousand Four Hundred and Fifty Seven Only) lying in the saving A/c. no. 0612000103216053 of Punjab National Bank, Nairoji Nagar, New Delhi as on 03.03.2013 in the name of Baij Nath Kapur.
7. A credit balance of Rs.2,316.00/- (Rupees Two Thousand three Hundred and Sixteen Only) lying in the saving A/c. no. 1642979(5713) of State Bank India, Rajpur Road, Dehradun as on 12.11.2013 in the name of Baij Nath kapur.
8. Entire credit balance lying in the Savings Bank A/c. no. 5953058 and 5953059 of the Post Office, Green Park Branch in the name of Baij Nath Kapur and Pushpa Kapur.

9. A credit balance of Rs.1,238.00/- (Rupees One Thousand Two Hundred and Thirty Eight Only) lying in the saving A/c no. 3594 of Central bank, Green Park, New Delhi as on 07.10.2008 in the name of Pushpa Kapur and Baij Nath Kapur.
10. A credit balance of Rs.10,932/- (Rupees Ten Thousand Nine Hundred and Thirty Two Only) lying in the saving A/c. no. 9968 of UCO Bank Dehradun.
11. Articles lying in the bank locker situated at Central Bank of India, Green Park, New Delhi (particulars not Known) (As per the information mentioned in CS (OS) No. 2301/2014 filed by daughter of deceased).
12. The amount of FDRs which were removed by Smt. Veena Nagpal and encashed by Smt. Veena Nagpal being nominee of the deceased.
13. Other movable assets including FDRs cash and gold jewellery which were taken away by Smt. Veena Nagpal, daughter of the deceased and details of which are to be disclosed by Smt. Veena Nagpal.

C. Shares and Debentures

- I. One Hundred shares of Reliance Petroleum Limited in the name of Sh. Baij Nath Kapur allotted at Rs.20/- per share having Warrant No. 000115311 carrying distinctive no(s). 011531001 to 011531100.
- II. One hundred shares of Reliance Petroleum Limited in the name of Sh. Baij Nath Kapur allotted at Rs.20/- per share having Warrant No. 000115312 carrying distinctive no(s). 011531101 to 011531200.
- III. Ten shares of Reliance Industries Limited in the name of Sh. Baij Nath Kapur allotted at Rs.10/- per share having Certificate No. 53287532 carrying distinctive no(s). 001247493115-001247493124.
- IV. Thirty shares of Reliance Industries Limited in the name of Sh. Baij Nath Kapur allotted at Rs.10/- per share having Certificate No. 53287533 carrying distinctive no(s). 001247493125-001247493154.
- V. Fifty shares of Larsen and Tourbo Limited in the name of Sh. Baij Nath Kapur and Smt. Pushpa Kapur allotted at Rs.2.00/- per share having Certificate No. 00457174 carrying distinctive no(s). 619714148-619714197.
- VI. Twenty Five shares of Larsen and Tourbo Limited in the name of Sh. Baij Nath Kapur and Smt. Pushpa Kapur allotted at Rs.2.00/- per share having Certificate No. 00244867 carrying distinctive no(s). 142843839-142843863.
- VII. Fifty shares of Larsen and Tourbo Limited in the name of Sh. Baij Nath Kapur and Smt. Pushpa Kapur allotted at Rs. 2.00/- per share having Certificate No. 00363364 carrying distinctive no(s). 578332367-578332416.
- VIII. Twenty shares of Larsen and Tourbo Limited in the name of Sh. Baij Nath Kapur and Smt. Pushpa Kapur allotted at Rs. 10.00/- per share having Certificate No. 6019626 carrying distinctive no(s). 200363160-200363179.
- IX. Ten Debentures of Larsen and Tourbo Limited in the name of Sh. Baij Nath

Kapur and Smt. Pushpa Kapur allotted at Rs.

75.00/- per debenture having Certificate No. 06491623 carrying distinctive no(s). 27877733-27877742.

X. Twenty shares of Larsen and Turbo Limited in the name of Sh. Baij Nath Kapur and Smt. Pushpa Kapur allotted at Rs. 10.00/- per share having Certificate No. 2768077 carrying distinctive no(s). 098129519-038129538.

XI. Ten shares of Larsen and Turbo Limited in the name of Sh. Baij Nath Kapur and Smt. Pushpa Kapur allotted at Rs. 10.00/- per share having Certificate No. 4090497 carrying distinctive no(s). 139736898-139736907.

XII. Ten Debentures of Grasim Industries Limited in the name of Sh. Baij Nath Kapur and Smt. Pushpa Kapur allotted at Rs. 60/- per debenture having Certificate No. 182495 carrying distinctive no(s). 9635797-9635806.

XIII. Ten Debentures and ten shares of Grasim Industries Limited in the name of Sh. Baij Nath Kapur and Smt. Pushpa Kapur allotted at Rs.60/- per debenture and Rs.10/- per share having Certificate No. 1573495 carrying distinctive no(s). 9635797-9635806 for debentures and 58096868-58096877 for shares.

XIV. Twenty Five Debentures and Twenty Five shares of Grasim Industries Limited in the name of Sh. Baij Nath Kapur and Smt. Pushpa Kapur allotted at Rs.35/- per debenture and Rs. 10/- per share having Certificate No. 1097905 carrying distinctive no(s). 1436796-1436820 for debentures and 39219296-39219320 for shares.

XV. Seven shares of Ultra Tech CemCo Limited in the name of Sh. Baij Nath kapur and Smt. Pushpa Kapur allotted at Rs.10/- per share having Certificate No. 00206552 carrying distinctive no(s). 033427782-033427788."

6. The petition stated that Sh. Baijnath Kapur (a Hindu) during his lifetime had executed Will dated 14.11.2013 bequeathing his entire estate in favour of the petitioner, she being the sole and exclusive beneficiary thereunder, the Will, however, having been kept in possession and control of Sh. Rupinder Singh (PW-1), he being one of the attesting witnesses thereto, the other attesting witness being his wife Smt. Gita Bhasin (PW-2), the said Rupinder Singh (PW-1) having shared a copy thereof with the petitioner.

7. It is further stated that at the time of death of Sh. Baijnath Kapur, conclusion of sale transaction respecting one property, it being Shop No.30(old)/33(new), New Market Ghanta Ghar, Dehradun, Uttarakhand was pending in terms of agreement to sell that had been entered upon by the testator and, therefore, on the strength of the bequest under the Will, the petitioner, upon the insistence of Sh. Brij Mohan Kapur, the co-owner of the said property, had joined him in executing the sale deed at Dehradun and having received Rs.6.90 Lakhs approximately as the balance sale consideration falling to the share of the deceased testator.

8. It was stated in the petition that the second respondent, daughter of the deceased testator had not been happy with the bequest under the Will and, thus, after the last rites had been performed she paid a visit to the house of the petitioner and took away all such FDRs of the deceased and his wife in which respect she (second respondent) had been shown as a nominee and further that she instituted a partition suit in this court, it being CS(OS) No. 2301/2014 mentioning, inter alia, certain bank locker and FDRs.

9. During the course of these proceedings, it was brought to light that the third respondent, that is to say the husband of the petitioner and son of the testator, having met with an accident in 1999 had suffered severe damages to the brain severally affecting his functional, physical or mental abilities rendering him incapable of securing his affairs. Pertinent to note that Will (Ex. PW1/1) also refers to such state of ill health of the third respondent and also the fact that the petitioner looks after the affairs of the house and members of the family due to inability of the third respondent to recover. Against this backdrop, the application (IA 6124/2016 (u/O. 32 Rule 3 CPC) of the petitioner was allowed by order dated 12.07.2016 and the petitioner was appointed as the guardian ad litem of the third respondent so as to protect his interest in this litigation.

10. By order dated 15.12.2014, while issuing notices on the petition, direction was given to the State and Chief Revenue Controlling Officer for filing of valuation report respecting the immovable property. The valuation report dated 10.02.2015 (at pages 17 to 19) has since been received under the signatures of SDM, Vasant vihar, New Delhi, indicating the value to be Rs.5,64,69,600/- (Rupees Five Crore Sixty Four Lakh Sixty Nine Thousand and Six Hundred only).

11. The second respondent (i.e. the daughter of the testator), one of the two legal heirs in the ordinary course, appeared on 13.02.2015 through counsel in response to the notice. Upon the request of the parties, with their consent, they were referred to Delhi High Court Mediation and Conciliation Centre by proceedings recorded on 14.05.2015. The process of mediation proved fruitful as the parties decided to resolve the dispute amicably and executed settlement agreement dated 22.05.2015, which was submitted to the court by the mediator and has come on record in original. Pertinent to add here that, in the said agreement, the petitioner is described as the first party, second respondent herein being described as third party and the third respondent (husband of the petitioner) as the second party. The terms of settlement, as per the said settlement agreement, read as under :-

"1. That the first party shall pay a total sum of Rs. 1.25 crore (Rupees One Crore and Twenty Five Lacs Only) to the third party towards all her rights and claims in the estate including movable and immovable assets left behind by Late Smt. Pushpa Kapur and late Sh. Baij Nath Kapur.

2. That upon the receipt of entire aforementioned sum of Rs.1.25 crores (Rupees one Crore and Twenty Five Lacs only), the third party shall execute

Relinquishment Deed thereby relinquishing all her rights and claims upon all the movable and immovable assets of her parents namely late Smt. Pushpa Kapur and late Sh. Baij Nath Kapur including house No. B-6/52 Safdarjung Enclave, New Delhi ? 110029, FDRs, Bank Accounts, Lockers etc.

3. That upon the receipt of entire aforementioned sum of Rs. 1.25 crores (Rupees One crore and Twenty Five Lacs Only), the third party shall also execute all such documents, petitions, affidavits, indemnity bond, no objection certificate as may be required and shall have no objection to grant of Probate/Letter of Administration along with the Will attached with regard to the estate of Late Sh. Baij Nath Kapur and also grant of succession certificate/letter of administration with regard to estate of Smt. Pushpa Kapur in favour of the first party.

4. That as agreed and understood between the parties, upon execution of present document and upon the receipt of entire aforementioned sum of Rs. 1.25 Crores (Rupees One Crore and Twenty Five Lacs Only), the first party shall become the sole and absolute owner of all estate, movable and immovable assets left behind by Late Smt. Pushpa Kapur and Late Sh. Baij Nath Kapur.

5. That at the time of execution of present Deed of Settlement, the first party, shall pay a sum of Rs. 20,00,000/- (Rupees Twenty Lacs only) to the third party. For this purpose the first party has got made a pay order dated 18.5.2015 in favour of third party for a sum of Rs. 20,00,000/- bearing No. 004600 drawn on Axis Bank Ltd. Safdarjung Enclave, New Delhi Branch. The draft shall be handed over to the third party by the first party in the Court.

6. That the balance sum of Rs. 1,05,00,000/- (Rupees One Crore Five Lacs only) shall be paid by first party to third party within a period of ten months from the date of execution of present Date of Settlement.

7. That the first party shall be entitled to arrange the aforesaid balance sum of Rs. 1,05,00,000 (Rupees One Crore Five Lacs Only) payable to the third party after realizing/dispensing off/encashing the movable assets including the FDRs, shares, lockers etc. Left behind by late Smt. Pushpa Kapur and/or by late Sh. Baij Nath Kapur. The third party shall fully cooperate and shall execute all such documents as may be required by the first party to get the movable assets left behind by Smt. Pushpa Kapur and Sh. Baij Nath Kapur including FDRs, Bank Accounts, Shares, Lockers, etc. transferred/encashed/realized in favour of the First Party. However until the complete payment of Rs.1.25 Crores is made by the first party to the third party, the third party shall not give any consent in favour of the first party with regard to the immovable asset.

8. That after the receipt of the payment of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lacs Only) all the parties shall make a request to the Hon''ble High Court of Delhi at New Delhi where cases bearing No. CS(OS) No. 2301/2014 is pending thereby requesting for withdrawal of suit for partition by the third party in view of the settlement arrived at. Similarly, a prayer shall be made to the Hon''ble High Court of Delhi for grant of decree/probate/letter of administration

in favour of first party in testamentary case No. 115/2014 titled as "Radhika Kapur v. State and Ors." in terms of the Will of late Sh. Baij Nath Kapur. The second and third parties shall also cooperate to the first party, if required by the first party, to enable her to transfer the estate of Smt. Pushpa Kapur in her favour.

9. That the second party has suffered an accident in the year 1999 because of which he had suffered serious damage to his mental faculties and he has not recovered since. As such the first party has been looking after and taking care of second party in all possible manners. The third party will have no objection in case the first party decides to get legal appointment as "next friend" of the second party.

10. That upon the receipt of entire aforementioned sum of Rs. 1.25 Crores, the third party shall have no right title or claim left upon the estate of Smt. Pushpa Kapur and Sh. Baij Nath Kapur including their movable and immovable assets including house No. B-6/52 Safdarjung Enclave, New Delhi ? 11 0029, FDRs, Bank Accounts, Shares, Lockers etc.

11. That present settlement deed has been executed by all the parties out of their own free will without any force of coercion.

12. That all the parties have read over and have gone through the present Deed of Settlement and they confirm that the contents thereof are in accordance to the terms and conditions agreed between them.

13. By signing this agreement parties hereto states that they will not file any case, complaint, or petition, civil or criminal, against each other or legal representatives in future in respect of estate of Late Smt. Pushpa Kapur and Late Sh. Baij Nath Kapur except to the extent of giving affect to the present settlement.

14. That the parties undertake before the Hon"ble Court that they are bound by this settlement agreement and to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future."

12. Upon the settlement agreement dated 22.05.2015, coming on record, having heard the parties, the court by proceedings dated 29.05.2015 noted the handover by the petitioner to the second respondent cheque bearing no.004600 dated 18th May, 2015 drawn on Axis Bank, Safdarjung Enclave, New Delhi for a sum of Rs.20 Lakhs.

13. The petitioner was called upon to prove the Will in accordance with law. Thus, she led evidence by examining the two attesting witnesses Rupinder Singh (PW-1), Smt. Geeta Bhasin (PW-2 and herself (PW-3) on the strength of their affidavits (Ex.PW1/A, PW2/A and PW3/A respectively).

14. Pursuant to the directions in the order dated 14.12.2016, the petitioner filed an additional affidavit dated 20.12.2016 clarifying the position with regard to the

status of CS (OS) 2301/2014 titled "Veena Nagpal v. Anand Kapur & Anr.", the locker and FDRs mentioned in para 18 of the petition and the payment made to respondent No.2 Veena Nagpal pursuant to and in terms of Settlement Agreement dated 22nd May, 2015.

15. The oral submissions of the learned counsel for the petitioner have been heard. After the settlement was reached through mediation, the second respondent has lost interest and has not been regularly appearing. Noticeably, no objections were filed by her at any stage.

16. By their affidavits (Ex.PW-1/A and Ex.PW-2/A respectively), witnesses Rupinder Singh (PW-1) and Geeta Bhasin (PW-2) have proved the execution of the Will (Ex.PW-1/1) by Shri Baij Nath Kapur on 14.11.2013 in their presence in sound state of health ? mental and physical, the attesting witnesses having affirmed that they had signed on the said Will as attesting witnesses at the same time as the testator, each in the presence of others. By her evidence, on the strength of affidavit Ex.PW-3/A, the petitioner (PW-3) has, inter alia, proved that Smt. Pushpa Kapur, wife of the testator had pre-deceased him on 23.12.2010, her death having been registered in the municipal records as per death certificate (Ex.PW-3/2) and further that the testator Mr. Baij Nath Kapur died in New Delhi on 17.5.2014, this event having been taken note of by the municipal authority per death certificate Ex.PW-3/1).

17. As per the uncontroverted evidence of three witnesses examined by the petitioner, including herself, the second and third respondents herein are only class one legal heirs left behind by the testator at the time of his death, they being the daughter and son respectively. Given the present state of health of the third respondent, as proved on record, he being in no position to take over his own affairs, the petitioner was appointed as guardian ad litem for his purposes by the Court. The only other class one legal heir, namely the second respondent, has not filed any formal objections. Instead, having been divested of any inheritance by the Will (Ex.PW-1/A) by the testator and having raised some issues in such regard, inter alia, by civil Suit No. CS (OS) 2301/2014, she entered into the process of mediation with the petitioner and resolved the matter with her by Settlement Agreement dated 22.5.2015 which has been taken note of earlier.

18. As proved, without contest from any quarter, by the petitioner through her additional affidavit dated 20.12.2016, the second respondent in the wake of above mentioned Settlement Agreement dated 22.5.2015 received a total amount of Rs. 1,25,00,000/- from the latter and thereafter withdrew the civil suit which was accordingly disposed of by order dated 12.12.2016. After withdrawing the suit filed by her, the second respondent totally abandoned contest in the matter at hand and, thus, neither filed any objections nor has chosen to come up with any submissions against the grant of letters of administration/succession certificate on the Will (Ex.PW-1/A) in favour of the petitioner.

19. In the facts and circumstances, there are no impediments against the relief of grant of probate claimed in the petition. The petitioner being the sole beneficiary under the Will (Ex.PW-1/A) which is proved to have been executed validly by the testator Sh. Baij Nath Kapur, in absence of proof to the contrary, the said Will (Ex.PW-1/A) dated 14.11.2013 being his last Will in testament.

20. Accordingly, the petition is allowed, letters of administration, with Will (Ex.PW-1/A) dated 14.11.2013 of late Sh. Baij Nath Kapur annexed, are granted in favour of the petitioner in respect of the estate left behind by him as mentioned in detail above, subject to the requisite court fees/stamp duty being furnished in accord with the valuation report and upon submission of administration bond and surety, in accordance with law, to the satisfaction of the Registrar General of this Court.

21. The petition stands disposed of in above terms.

22. The matter shall be listed before the Registrar General for payment of requisite court fees in respect of the above mentioned estate of the deceased and for acceptance of the administration bond and surety bond on 10th April, 2017.