IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

WRIT PETITION (C) NO.1261/2023

UMA GOPALDAS VED ...Petitioner(s)

VERSUS

UNION OF INDIA & ORS. ...Respondent(s)

O R D E R

This Writ Petition (C) No.1261/2023 has been filed by Smt. Uma Gopaldas Ved, sister of the deceased Late Mrs. Purnima Jaysinh Asher seeking the following prayers -

> "a. Issue an appropriate writ, order(s) or directions(s) under Article 32 of the Constitution of India declaring Section 15 of the Hindu Succession Act, 1956 as being unconstitutional and *ultra* vires the Constitution of India *inter* alia being in violation of Articles 14 and 15 of the Constitution of India; and/or
>
> b. Pass such other and further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and in the interest of justice."

2. During the pendency of this Writ Petition, vide order dated 24.09.2025, the parties were referred to the Supreme Court Mediation Centre in order to explore the possibility of a settlement of the dispute between the legal heirs of the father of the deceased and legal heirs of the husband of the deceased.

3. Learned counsel for the petitioner as well as learned counsel appearing for the respective respondents in unison submitted that the parties have arrived at a settlement of their disputes and the

Signature Not Verified
Digitally signed by NEETU SACHDEVA
Date: 2026.05.05 11:07:29 IST
Reason:

terms of the settlement are crystallized in a form of Memorandum of Understanding (MOU) dated 11.03.2026 which is filed as Annexure A to the affidavit filed on behalf of the petitioner herein. That the terms of the MOU, the assets of the deceased Smt. Purnima Jaysinh Asher have been categorized as Annexure 1 and Annexure 2 thereto. The said Assets are being divided between the legal heirs of the deceased maternal side/legal heirs of the father of the deceased and legal heirs of the husband of the deceased, who are her sisters-in-law. Annexure 1 to the MOU has listed the shares and other liquid assets of the deceased as well and Annexure 2 is a list containing the jewellery of the deceased. In simple terms, it was submitted that the maternal side of the deceased, namely, party A would be entitled to only 50% of the assets mentioned in Annexure 1 whereas each sister-in-law of the deceased would be entitled to 25% in Annexure 1 as well as 50% each of Annexure 2. It was further submitted that Shri Ravindra Kapadia, Chartered Accountant/son of respondent No.5 has been authorized to implement and execute this MOU.

4. Learned counsel for the respective parties submitted that the affidavit of the petitioner be taken on record along with the copy of the MOU and the Annexures appended thereto and this Writ Petition may be disposed of in terms of the MOU.

5. The parties are present before this Court through video conferencing facility. They have been identified by their respective counsel.

6. When we queried the parties about the settlement, they stated that they have indeed entered into the MOU with regard to the division of the Assets of the deceased Smt. Purnima Jaysinh Asher in order to bring about a quietus to all their disputes. In that regard, they stated that they would abide by the terms of the MOU; that they had entrusted the task of distributing the assets mentioned in the MOU to Shri Ravindra Kapadia, who is also present before this through video conferencing facility. He has stated that he would undertake his responsibility under MOU and accordingly distribute the asssets among the respective parties.

7. The parties further stated that they have arrived at this settlement on their own free volition without there being any coercion or undue influence from any side. They therefore, stated that the MOU and the annexures thereto may be taken on record and the writ petition may be disposed of accordingly.

8. In the above backdrop, we have taken on record the affidavit of the petitioner and the annexures thereto containing MOU dated 11.03.2026 as well as the annexures to the MOU. We have perused the same.

9. It is noted that distribution of the assets of the deceased Smt. Purnima Jaysinh Asher shall be in terms of the MOU.

10. The MOU along with Annexure 1 and 2 thereto is extracted as under, for ease of reference -

"MEMORANDUM OF UNDERSTANDING

"THIS MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as "MOU") is made BY AND

BETWEEN:

List of Parties (Surviving heirs of Purnima Jaysinh Asher, being her surviving brothers and sisters)

1. Mrs. Uma Gopaldas Ved, individual, aged 75 years, residing at c/o Parag Ved A201, A Wing, 20th floor, Kalpataru Tower, Akurli Road, Opp. ESIS Hospital, Kandivali(E), Mumbai 400101.

2. Ms. Dhiru Ananddas Kapadia, individual, aged 83 years, residing at 6th Floor Pragji Vrindavan Premises Co-op Society Ltd. 20-24 Dhirubhai Parikh Marg, Mumbai 400002.

3. Mr. Chandresh Ananddas Kapadia, individual, aged 77 years residing at Flat No. 2, 1st floor, Shree Ganesh Mandir, Shree Ganesh Mandir Road, Wadala West, Mumbai 400031.

4. Mr. Deepak Suryakumar Kapadia being the heir ofMr. Suryakumar Ananddas Kapadia who passed away on 16.12.2025, aged 73 years residing at Flat No.31, Ashirwad, G.D. Ambedkar Marg, Nr. Wadala Telephone Exchange, Naigaum, Dadar (East), Mumbai – 400014.

5. Mrs. Kalpana Ranjit Kapadia being the heir of Mr. Suryakumar Ananddas Kapadia who passed away on 16.12.2025, aged 68 years residing at Tilak Mandir, B Block, 2nd Floor, Congress House, V.P. Road, Girgaon, Mumbai 400004

(hereinafter jointly referred to as "Party A" and individually as Party A1, A2, A3, A4 and A5,which expression shall where the context so admits include its successors, administrators, representatives) of the One Part.

AND

List of Parties (Surviving heirs of Jaysinh Haridas Asher, being his surviving sisters)

Mrs. Usha Uday Kapadia, individual, aged 77 years, residing at Govind Building, First Floor, 140, Princess Street, Mumbai 400002 hereinafter referred to as "Party B" which expression shall where the context so admits include its successors, administrators, representatives of the Second Part.

AND

Mrs. Chandrakala Hamir Merchant, individual, aged 78 years, residing at 12, Badrikeshwar, 82, Marine Drive, 3rd Floor, Mumbai 400002hereinafter referred to as "Party C" which expression shall where the context so admits include its successors, administrators, representatives)of the Third Part.

AND

Mr. Ravindra Uday Kapadia, a.k.a Mr. Ravi Uday Kapadia, individual, aged 53 years, residing at Govind Building, First Floor, 140, Princess Street, Mumbai 400002 who is the nephew of the deceased parties and a nominee in various bank accounts, mutual fund folios etc., hereinafter referred to as "Party D" which expression shall where the context so admits include his successors, administrators, representatives) Party of the Fourth Part.

(Hereinafter Party A, Party B, Party C and Party D are also collectively referred to as "Parties" and individually as "Party").

WHEREAS:

A. The late Mr. Jaysinh Haridas Asher (hereinafter referred to as "JHA") passed away on 16thJuly, 2019leaving behind his wife, Mrs. Purnima Jaysinh Asher (hereinafter referred to as "PJA") as his only heir. The executors of JHA's last will and testament dated 23rd November 1988 and Codicil dated 6th December 2007could not give effect to his wishes up until the breakout of the Covid 19 pandemic.

B. The late Mrs. Purnima Jaysinh Asher passed away on 8th May, 2021. By her last will and testament dated 23rd November 1988 and Codicil dated 6th December 2007, PJA had bequeathed all her properties, both, self-acquired and inherited, to her husband, JHA (who unfortunately predeceased her). The executors of PJA's Will had not taken out any testamentary proceedings for obtaining probate of the said last will and testament dated 23rd November 1988 and Codicil dated 6th December 2007.

C. Owing to the above, Party A filed a testamentary petition in the Hon'ble Bombay High Court viz. Testamentary Petition (L) No. 27387

of 2021 seeking grant of Letters of Administration to administer the estate of PJA.

Party B has filed its caveat therein being Caveat (L) No. 21061 of 2023 whereas, Party C has also filed a caveat therein being Caveat (L) No. 7427 of 2022.

D. Party B has also filed a petition in the Hon'ble Bombay High Court seeking Letters of Administration in respect of estate of JHA being Testamentary Petition No. 5116 of 2022. Party A had filed a caveat therein being Caveat (L) No. 7522 of 2022.

E. Party B has also filed a petition in the Hon'ble Bombay High Court seeking Letters of Administration in respect of PJA being Testamentary Petition (L) No. 5204 of 2022. Party C had filed a caveat therein.

F. Under JHA's last will and testament dated 23rd November 1988 and Codicil dated 6th December 2007, his entire estate comprising all his movable and immovable properties, both self-acquired and inherited, was bequeathed solely and entirely to his wife, PJA. JHA predeceased PJA, having passed away on 16thJuly 2019.

G. Similarly, in PJA's last will and testament dated 23rd November 1988 and Codicil dated 6th December 2007, she had bequeathed her entire estate, whether self-acquired or inherited, to her husband, JHA. PJA passed away on 8th May 2021.

Based on the abovementioned proceedings being filed before the Hon'ble Bombay High Court, the matter was converted into a Testamentary Suit.

H. In the circumstances, the estate of PJA, which comprises of both, her self-acquired properties and those, inherited by her, together referred to as her absolute properties, are now being distributed/administered between Party A, Party B and Party C in the manner as provided hereunder.

I. After the demise of JHA, the demat accounts that were previously held jointly by (i) JHA and PJA (viz. Demat Account No. 16347575 with Kotak Securities, Fort Branch, Mumbai) and (ii) PJA and JHA (viz. Demat Account No. 16347542 with Kotak Securities, Fort Branch, Mumbai were consolidated into a single demat account in PJA's name, with Party B named as the nominee thereof (viz. Demat Account No. 26227893 with

Kotak Securities, Fort Branch, Mumbai) during the prevalence of the Covid-19 pandemic.

J. Upon PJA's demise, the securities in the said demat account were transmitted to a separate demat account in the name of Party B (viz. Demat Account No. 41473602 with Kotak Securities, Fort Branch, Mumbai). The dividend, interest and other proceeds from these securities is credited into a separate savings bank account bearing No. 0746062744 that was opened in the name of Party B in Kotak Bank, Hughes Road Branch, Mumbai that was opened only for this purpose and linked to this demat account. At the same time, another savings bank account was also opened by Mr. Ravindra Kapadia (the son of Party B) jointly with Party B in Kotak Bank, Hughes Road Branch, Mumbai bearing account No. 0745188872 to collect the amounts of fixed deposits (that stood in the name of PJA on the date of her demise) that have matured since the demise of PJA wherein he was nominated or joint holder.

K. All the items of jewellery belonging to PJA at the time of her demise, except for minor pieces gifted by her to her sisters or nieces during her lifetime, are in the custody of Party B and Mr. Ravindra Kapadia.

L. The Parties have expressed their readiness and willingness to co-operate with each other and enter into this MOU so as to administer the estates of JHA and PJA, on the terms and conditions hereinafter appearing.

NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. In consideration of these presents and subject to the terms of this MOU, the Parties have now arrived at a mutual understanding wherein Party A, Party B and Party C will divide the total estate, including all moveable properties (except the items of jewellery that are separately dealt with hereunder) namely shares, stocks, debentures, mutual fund units, balances held in bank accounts (which were in the name of JHA, PJA and / or jointly with Party B or her son Ravindra Kapadia), PPF accounts, Senior Citizen Deposits(as set out in Annexure 1 hereto) in the proportionate ratio of 50:25:25 respectively with Party A being entitled to 50% and the remaining Party

B and Party C being entitled to 25% each. The parties A1, A2 and A3 shall be shall be entitled to an equal share of 12.5% each, whereas parties A4 and A5 shall be entitled to a share of 6.25% each, totalling to 12.5% which their late father Mr. Suryakumar Ananddas Kapadia was to receive, as agreed by and between the parties herein, and the same shall be deposited into their respective bank accounts.

The party of part D, Mr. Ravindra Uday Kapadia, who is the nominee in various accounts or other assets which are, were and could be found in the name of the deceased parties, and who has also been involved in managing the financial affairs of the deceased parties, is hereby authorised to claim monies belonging to the deceased parties, wherever they are to be found and will ensure that all the cash and cash equivalents forming a part of Annexure 1 shall be liquidated/redeemed and converted to cash as soon as practicable. He is authorised to interact with the Chartered Accountant and file the income tax returns as a Legal Representative and pay the necessary dues and taxes. The cash i.e. dividend, interest, redemption amounts, proceeds from liquidation of Fixed Deposits, received in the joint accounts of Party B and Mr. Ravindra Kapadia in Kotak Bank shall be deemed to be the share of Party B, received by her already and the same shall be deducted from the total share/entitlement of Party B from the estate. The shares, which form the balance of the estate, which are held in the account of Party B, in her capacity as a nominee of PJA, shall be divided in specie amongst and transmitted / transferred into the respective demat accounts of the Parties A, B and C.

2. It is further clarified that in cases where there is no valid nomination made, Mr. Ravindra Kapadia is authorised to present the consent order and other documents to the relevant authority and claim the said amounts, which shall be distributed soon thereafter in the proportion mentioned hereinabove.

3. This MOU wishes to record that authorities / financial institutions such as the Public Provident Fund, Banks, Mutual Funds, Depository Participants and the likes be given specific directions vide the consent order / decree to act upon this authorization granted to Mr. Ravindra Kapadia without demur or distribute directly to the beneficiaries in the proportion stated hereinabove.

4. It is further clarified that the total estate for

the purposes of distribution shall be the cash received by Mr. Ravindra Kapadia from Mutual Funds and Fixed Deposits, net of all dues, expenses and taxes paid, and the value of securities in the demat account in the name of Party B in her capacity as a nominee of PJA. In the final distribution as described hereinabove, the net cash already received by Party B and Mr. Ravindra Kapadia shall be deducted from the 25% share of Party B. Likewise, the proceeds from the Provident Fund accounts or any such assets as mentioned above, if it is not permitted to be divided between Parties A, B and C in the proportion mentioned hereinabove, and the same would be collected by Mr. Ravindra Kapadia and distributed or adjusted as agreed upon by Parties A, B and C as and when received. It is agreed upon by Parties A, B and C that till that time the shares will not be distributed / will be held in escrow to the extent / value of PPF and similar accounts mentioned above and till the proceeds of the same are not received, Party B will hold the same in the existing DP account. The same will be received and divided in the decided proportion agreed by Parties A, B and C. All the parties also agree to indemnify and keep indemnified Mr. Ravindra Kapadia towards all liabilities, expenses, dues, taxes and payables under any name that he incurs or will incur in the future.

5. Party A hereby confirms that they have returned all the jewellery to Party B and her son, Mr Ravindra Kapadia and have not withheld any other jewellery except for some small pieces of the jewellery which PJA had gifted to them and their family members during her lifetime. Party B and Party C shall divide all the items of jewellery which is in the custody of Party B and her son, Mr Ravindra Kapadia equally in the ratio of 50:50 respectively. Party B shall co-operate with Party C to conduct an independent valuation of the jewellery by a jeweller recognized and approved by the government and provide a comprehensive jewellery valuation certificate/report. The details of the items of jewellery to be divided between Party B and Party C are annexed hereto as Annexure 2. Party B and Party C shall thereafter divide the said jewellery upon obtaining valuation certification at or before the execution of this MOU.

6. Party B and Party C are the only legal heirs entitled to inherit the tenancy rights of flat of their father, Late Mr. Haridas Ranchhoddas Asher admeasuring about 871.33 sq. ft. carpet area on the 3rd Floor, A-Wing, of the building known as 'Labh

Niwas' at Khetwadi 4th lane, Nanubhai Desai Road, Mumbai 400 004 (hereinafter referred as 'the said Premises').

7. Parties agree that a copy of this MOU will be filed by them in all the three testamentary proceedings shall be forthwith withdrawn by the party filing such proceeding, in terms of the arrangement/agreement arrived at and recorded in this MOU. Parties agree and undertake to provide all necessary cooperation in this regard. This shall be done at the earliest and in any manner not later than two (2) weeks from the date of execution of this MOU. This MOU shall be submitted to the Hon'ble Supreme Court or a Mediator appointed by the Supreme Court Mediation Centre, with a request to give appropriate directions, if any, in this regard and to give a final seal of approval and effectuate / enforce this MOU.

8. The Parties hereby confirm that the estate described in this MOU and as more particularly listed in Annexure 1 and 2 is the only property and estate to be divided between the Parties and to the best of their knowledge, no other assets, estates, or holdings exist beyond those herein disclosed. Each Party further affirms that there are no undisclosed interests, claims, or liabilities associated with any other property or assets, and no information has been omitted or concealed regarding the estate. In case any asset is inadvertently missed out, it shall be brought and distributed as mentioned hereinabove.

9. The Parties herein shall make a formal request to the Hon'ble Supreme Court that the consent decree in terms of this MOU be granted with explicit instructions to the Banks, Financial institutions as more stated in paragraph 3 above.

10. The Parties agree to abide by this understanding not just in letter, but also in its spirit to achieve an equitable solution.

11. This MOU shall be executed in three counterparts with each Party retaining at least one counterpart. Each of such counterparts shall be deemed to be an original and all of which together shall be deemed to be one single instrument.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands on this day of March 2026."

"ANNEXURE-1

a. Latest Demat Account / Holding Statement in the

name of Nominee Mrs. Usha Uday Kapadia

b. Latest Bank Account statement held in Kotak Bank in the joint names of Mrs. Usha Uday Kapadia and Mr. Ravindra Uday Kapadia

c. Latest available Mutual Fund Holing statement of JHA

d. Latest available Mutual Fund Holing statement of PJA

e. Copy of PPF passbook of JHA

f. Copy of PPF passbook of PJA

g. Copy of Senior Citizen passbook of JHA & PJA

h. Copy of Post office passbook of JHA & PJA

i. Copy of Union bank passbook of JHA

j. Copy of Union bank passbook of PJA

k. Copy of Saraswat Bank passbook of JHA

l. Copy of Saraswat Bank passbook of PJA

m. Copy of Bank of India passbook of JHA (pending adjustment of locker rent)

n. Unclaimed deposit intimation of JHA

o. Unclaimed deposit intimation of JHA

p. Latest Bank Account statement of PJA held in HDFC Bank"

"ANNEXURE- 2

List of jewellery to be distributed between Party B & Party C

a. **4 Diamond bangles**

b. **Pair of gold bangles with diamond, leaf design with circles / triangles**

c. **Set of 4 thin gold bangles**

d. **Pair of gold bangles with red and green flower design base**

e. **Gold Necklace with gold mesh balls (2) and pendant with flower design on white base**

f. **Gold chain with pan shaped design with red, green and white stones**

g. **Red-Orange Necklace**

h. **Gold chain with big and small swastik pendants**

i. **Pearl necklace with 7 rows**

j. **Gold chain small**

k. **Pearl necklace with gold star pendant**

l. **Gold necklace with hanging pendant**

m. **Pearl necklace with gold pendant with lac**

n. **A Pair of earring strands & 2 pair of earrings**

o. **4 nose rings**

p. **Pair of gold rings with 8 stones each**

q. **1 gold ring with 6 small stones and large central stone**

r. **Gold ring with pink base & centre stone**

s. **Gold ring with black base and centre stone**

t. **Gold ring with pan shape, 6 white stones in centre, one pink stone on top and green stones in base**

u. **Pearl necklace 1 row**

v. **Pearl necklace 1 row**

w. **Pearl necklace with circular pendant having red stone border**

x. **Pearl necklace with green and white heart shaped pendant.**

y. **Pearl necklace (4 strands)with green and white pendant**

z. **2 pair of pearl bangles with 2 white stones in each**

aa. Pair of pearl bangles with tripetal stones in red outline.

ab. Pearl bangles (1pair) with green circular lock and centre white stone

ac. A pair of pearl bangles with red circular lock and centre white stone

ad. A pair of pearl bangles having green stones at intervals

ae. A pair of pearl bangles having central circular design with straight borders.

af. A pair of pearl bangles having circular design with single pearl on lock

ag. Gold ring with 6 stones

ah. A pair of pearl bangles having flower shape with red & white stones.

ai. Gold ring with 6 gold bulbs.

aj. Gold ring with 7 pearls.

ak. Pair of gold bangle brackets without pearls with green centre stone.

al. Gold kadas (1 pair) filled with lac having floral design of red white and green stones.

am. 3 pairs Gold bangles (Patlis)

an. 2 pairs Gold Bangles mesh/spike design

ao. 1 pair of gold bangles with head carving with green and red stones.

ap. 4 gold bangles (patlis) with pearls and red stones.

aq. 1 pair of gold bangles (patlis)with design

ar. 2 pair of gold bangles, 1 jali type and 1 with leaf design

as. Tiger claw gold pendant

at. Gold Chain with half-moon shaped pendant in green and red stones

au. Gold chain with coin

av. Gold bangle with coin

aw. Pair of thin gold (kadas)

ax. Gold chain with heart shapedpendant

ay. Gold Chain

az. Set of gold chain with gold pendant, earrings, bangles

and ring

ba. Gold chain with large pendant

bb. Diamond Necklace with rearing

bc. Pair of gold earrings with 9 small, 1 big centre stone

bd. 1 gold ring with 10 small Stones

be. Pearl interwoven chain with star locket

bf. Silver Utensils etc. 1.525 kgs."

11. We have heard learned counsel for the respective parties.

12. The parties stated before this Court that they would abide by the terms of the MOU. Shri Ravindra Kapadia also stated that he would undertake the responsibility of implementing the terms of the MOU insofar as distribution of the assets delineated in Annexure 1 and 2 in accordance with what is stated in the MOU.

13. We have perused the terms of the MOU. Having perused the same, we find that they are lawful and there is no legal impediment in accepting the said terms. Consequently, we accept the terms of the

MOU.

14. It is observed that the terms of MOU shall be executed in accordance with the aforesaid order. This order shall be the basis for the distribution of the assets between the parties as we have accepted the terms of the MOU.

15. In view of the above, the Writ Petition is disposed of in terms of the MOU and in the aforesaid terms.

16. Pending application(s) shall stand disposed of.

17. We place on record our sincere appreciation of the learned counsel for bringing about a settlement in the matter.

……, J
(B.V. NAGARATHNA)

……, J
(UJJAL BHUYAN)

NEW DELHI
APRIL 30, 2026

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL WRIT JURISDICTION

WRIT PETITION (CIVIL) NO.550 OF 2024

Ms. Savita Singhal (dead) ...Petitioner

Versus

Union of India & Ors. ...Respondents

O R D E R

This Writ Petition has been preferred by Ms. Savita Singhal the mother of Smt. Vineeta, who died on 31.05.2021 seeking the following reliefs:

> **"i. Issue appropriate Writ/Directions/Order in the name of mandamus to the respondents striking down Section 15 of the Hindu Succession Act, 1956 as unconstitutional being unjust, illegal and arbitrary and violative of fundamental rights guaranteed under Articles 14, 15 and 21 of the Constitution of India and;**
>
> **ii. Issue appropriate Writ/Directions/Order in the name of Mandamus to the respondents declaring that the scheme of devolution of property when woman dies intestate under Section 15 read with Section 16 of the Hindu Succession Act, 1956 is unconstitutional being in disparity comparing devolution of property when man dies intestate under Section 6 read with Sections 9 & 10 of the Hindu Succession Act, 1956 and;**
>
> **iii. Grant the petitioner's stare as a heir of the self-acquired & separate property of her daughter Ms.Veeneta, who died intestate under Article 142 of the Constitution of India.**

iv. Pass such other orders and further orders as may be deemed necessary on the facts and circumstances of the case."

2. During the pendency of this Writ Petition, the petitioner Ms. Savita Singhal, has passed away. Assuming that the Writ Petitioner was successful in this Writ Petition, it is only she who would have succeeded to the assets of her daughter as the mother. But since she has died during the pendency of this Writ Petition, we do not find any reason to consider this Writ Petition any further. On that sole ground, we dismiss this Writ Petition.

3. Needless to observe that insofar as brothers of the deceased Smt. Vineeta, whose estate is the subject matter of controversy, we are informed that there are other matters pending before this Court as well as the High Court.

4. The parties are at liberty to explore the possibility of a mediated settlement in those cases.

All pending application(s), including applications seeking impleadment and substitution, shall stand disposed of.

……, J
(B.V. NAGARATHNA)

……, J
(UJJAL BHUYAN)

NEW DELHI
APRIL 30, 2026

ITEM NO.37 COURT NO.4 SECTION IV-B

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Transfer Petition(s)(Civil) No(s). 457/2022

MANJU NARAYAN NATHAN **Petitioner(s)**

VERSUS

UNION OF INDIA & ANR. **Respondent(s)**

[ONLY WP(C)1261/2023 AND WP(C)550/2024 ARE LISTED UNDER THIS ITEM]

WITH
W.P.(C) No. 1261/2023 (X)
Mediation
FOR impleading party ON IA 46548/2026
FOR INTERVENTION/IMPLEADMENT ON IA 46548/2026
IA No. 46548/2026 - INTERVENTION/IMPLEADMENT

W.P.(C) No. 550/2024 (X)
Mediation report received.
IA No. 109841/2026 - APPLICATION FOR SUBSTITUTION
IA No. 13401/2025 - INTERVENTION/IMPLEADMENT
IA No. 104698/2026 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES
IA No. 143972/2025 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES

Date : 30-04-2026 This petition was called on for hearing today.

CORAM :
HON'BLE MRS. JUSTICE B.V. NAGARATHNA
HON'BLE MR. JUSTICE UJJAL BHUYAN

For Petitioner(s) :Mr. Sumeer Sodhi, AOR
Ms. Sandali Sharma, Adv.

Ms. Sanjana Saddy, Adv.
Mr. Chirag M. Shah, Adv.
Mr. Sanyat Lodha, AOR
Ms. Shivani Mehta, Adv.

Mr. Praveen Suri, Adv.
Mr. Neeraj Kumar Gupta, AOR
Mr. Shivang Shrivasatva, Adv.
Mr. Deval N Modi, Adv.
Mr. Ranjeet Kumar Singh, Adv.

For Respondent(s) :Mr. Tushar Mehta Ld Sg, Solicitor General

Mrs. Archana Pathak Dave, A.S.G.
Mr.Pranay Ranjan, Adv.
Dr. N. Visakamurthy, AOR

Sansriti Pathak, Adv.
Kanu Agrawal, Adv.
Mr. Pranay Ranjan, Adv.
Vanshaja Shukla, Adv.
Mr. Mayank Pandey, Adv.
Mr. Rajat Nair, Adv.
Indira Bhakar, Adv.
Mr. G.S.makker(aor), Adv.

Mr. Sudhir Naagar, AOR

Mr. P.V.Dinesh, Sr. Adv.
Mr. Rajesh Kumar Chaurasia, AOR
Mr. Rohit Rattu, Adv.
Mr. Jaideep Singh Sethi, Adv.
Mr. Gaurav Gupta, Adv.
Mr. Anurag Jain, Adv.
Ms. Anna Oommen, Adv.
Mr. Sujeet Kumar, Adv.
Mr. Nitin Kumar Gupta, Adv.

Mr. Ashutosh Ghade, AOR
Ms. Saloni Meshram, Adv.

Mr. Sanyat Lodha, AOR

M/S. K J John And Co, AOR
Mr. Amarjit Singh Bedi, Adv.
Ms. Surekha Raman, Adv.
Mr. Sidharth Nair, Adv.
Mr. Harshit Singh, Adv.
Mr. Yashwant Sanjenbam, Adv.

Mr. Aditya Wadhwa, Adv.
Mr. Vipul Kumar, Adv.
Mr. Shivendra Singh, AOR
Ms. Prakriti Rastogi, Adv.
Ms. Aryama Singh Rajput, Adv.

UPON hearing the counsel the Court made the following

O R D E R

Transfer Petition(Civil) No.457/2022

Learned counsel for the petitioner submitted that the mediation is underway. Hence, the matter may be adjourned.

List on 15.07.2026.

W.P.(C) No. 1261/2023

I.A No.132672/2026

Ms. Sanjana Saddy, learned counsel for the petitioner submitted that an application has been filed seeking substitution of the deceased respondent no.4 by his legal heirs, namely, (1) Deepak Suryakumar Kapadia and (2) Kalpana Ranjit Kapadia.

Issue notice to the proposed legal heirs of deceased respondent no.4.

They have appeared through video conferencing and accepted notice. They have no objection for being arrayed as respondents in this writ petition. Accordingly, the application for substitution is allowed.

Learned counsel for the petitioner has also filed amended memo of parties. The same is taken on record.

I.A No.46548/2026

Learned counsel for the petitioner submitted that in view of the aforesaid order, this application may be permitted to the withdrawn. Her submission is placed on record.

I.A No.46548/2026 is dismissed as withdrawn.

Learned counsel for the petitioner also submitted that in view of the developments in the case, the presence of respondent no.1/Union of India would be unnecessary and hence, respondent no.1/Union of India may be deleted from the array of parties. Her submission is placed on record.

Respondent no.1/Union of India is deleted from the array of the parties. Cause Title be amended accordingly.

The writ petition is disposed of in terms of the signed order

Pending application(s) shall stand disposed of.

W.P.(C) No. 550/2024

The writ petition is dismissed in terms of the signed order

All pending application(s), including applications seeking impleadment and substitution, shall stand disposed of.

(NEETU SACHDEVA)
DEPUTY REGISTRAR

(DIVYA BABBAR)
COURT MASTER (NSH)

(Two signed orders are placed on the file)