

Ajay

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY & INTESTATE JURISDICTION**

MISCELLANEOUS PETITION NO.729 OF 2025

Ravindra Punaji Khandagale .. Deceased

IN THE MATTER BETWEEN

Asha Ravindra Khandagle and Ors. .. Petitioners

Lalita Ravindra Khandagle .. Respondents

.....

- Mr. Prakash Wagh, Advocate for Petitioners.
- Ms. Saswati Deb a/w. Ms. Pareshtar Parakh, Advocates for Respondent No.1.
- Ms. Sonali Humane a/w Mr. Suryakant Adhate, Advocates for Respondent No.2.

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CORAM : MILIND N. JADHAV, J.

DATE : APRIL 02, 2026.

P.C.:

1. Heard Mr. Wagh, learned Advocate for Petitioners; Ms. Deb, learned appointed Advocate for Respondent No.1 alongwith Ms. Pareshtar Parakh and Ms. Humane, learned Advocate for Respondent No.2. Ms. Deb is appointed by the Legal Aid Department to represent and espouse the cause of Respondent No.1.

2. The present Misc. Petition is filed seeking Revocation of Probate dated 06.05.2023 of the Last Will and Testament of the deceased, Mr. Ravindra Punaji Khandagale, who expired on 12.06.2018. Petitioner No.1 is the 2nd wife of the deceased and other two (2) Petitioners are

her children who are major. It is case of Petitioners that on 14.11.2022, Respondent No.1 (1st wife) being the Original Petitioner filed Testamentary Petition No.3353 of 2022 for grant of Probate of the Will executed by the deceased – husband dated 22.05.2208 wherein Respondent No.1 is shown as the Sole Executor of the Will. It is the case of Petitioners that present Petitioner Nos.2 and 3 being the step son and step daughter were served Notice by this Court on their last known address, however according to them they did not receive the Notice despite which Bailiff Report shows due service to them.

3. On 06.05.2023, Probate was granted in favour of Respondent No.1 / Original Petitioner by Testamentary Registrar. On 15.05.2023, Respondent No.1 collected and submitted the same with Respondent No.2 – MTNL (employer of deceased) in order to claim the Provident Fund, Gratuity and Pension of the deceased. It is the case of Petitioners that Petitioner No.1 being 2nd wife of the deceased is also entitled to the estate of the deceased. Hence, on 19.06.2023, Petitioners filed the present Misc. Petition for Revocation of Probate. Respondent No.1 denies that Petitioner No.1 is the 2nd wife of the deceased.

4. By order dated 10.07.2023, this Court directed Respondent No.1 (1st wife) to file Affidavit-in-Reply to the Revocation Petition which was complied with by filing Affidavit-in-Reply dated 20.10.2023

which is taken on record. Further, Respondent No.2 – Manager of MTNL (employer of deceased) also filed a detailed Affidavit-in-Reply dated 01.02.2024 which is taken on record.

5. Ms. Humane, learned Advocate for Respondent No.2 would draw my attention to Affidavit-in-Reply dated 01.02.2024 filed by Mr. Dipak P. Shinde, Authorized Signatory of Respondent No.2 – MTNL and would submit that Respondent No.2 is a Government of India undertaking and employer of the deceased – Ravindra Punaji Khandagale, who expired on 12.06.2018. She would submit that upon his demise, various terminal and pensionary benefits including Provident Fund, Gratuity, Pension and other dues are payable and withheld by Respondent No.2 – MTNL because of present dispute. She would submit that Respondent No.1 obtained Probate on 06.05.2023 in Testamentary Petition No.3353 of 2022 in respect of the Will dated 22.05.2008 and upon receipt of the said Probate, Petitioner filed the present Misc. Petitioner for Revocation of Probate. She would submit that as dispute arose amongst the legal heirs regarding entitlement to the said benefits and Respondent No.2 being the disbursing authority and having no adjudicatory powers withheld disbursement of these amounts to avoid conflicting claims and multiplicity of proceedings. According to her the Provident Fund amount, Gratuity and other benefits all total to approximately 24 to 25 lakhs which are withheld by Respondent No.2 – MTNL as agreed across the Bar.

6. She would submit that during his tenure the deceased had submitted Nomination Form and Declarations as per Service Rules, wherein Respondent No. 1 - 1st wife's name is reflected as spouse in the family records and further he has nominated his son Kishor Khandagale (since deceased) for benefits under the Central Government Employee Group Insurance Scheme, 1980 and relevant documents including Service Book Entries, Form-3, Form-7, Self-declaration and Nomination Forms and same are maintained in the official records and annexed as Exhibit "R1" in the Affidavit-in-Reply. She would submit that hence upon rival claims being made by parties, Respondent No.2 requested the parties to obtain appropriate Court Order or a Legal Heirship Certificate. She would submit that the deceased employee later on had also addressed letter dated 21.03.2006 to MTNL to give all retirement benefits to Petitioner No.1 (2nd wife) and Petitioner No.2 i.e. their son namely Vikas. The said letter is appended at page No.39 of the Petition.

7. She would therefore submit that Respondent No.2 – MTNL has withheld the payable dues and did not disburse the amounts towards Provident Fund, Gratuity, Pension and arrears of Pension. She would submit that Respondent No.2 has no personal interest in the said dispute and therefore has acted strictly in accordance with law and is ready to comply with the directions of the Court. She would therefore urge the Court to pass any appropriate order with regard to

dues and retiral benefits of the deceased.

8. Thereafter, the matter was mentioned by the Advocate for Respondent No.1 by praceipe dated 30.03.2026, citing grave and urgent circumstances namely the Respondent No.1 being a Stage IV cancer patient is undergoing critical treatment and is in dire need of funds for her medical treatment / expenses.

9. The matter was thereafter listed on board on 01.04.2026 wherein the Advocates for parties after making their submissions and arguing the case informed Court that parties were on the verge of amicable settlement and sought short adjournment. The matter was thereafter listed on board today i.e. 02.04.2026 at Sr. No.901. Today, both the parties have tendered Consent Terms dated 02.04.2026 and jointly requested the Court to take the Consent Terms on record and pass appropriate order in accordance with law. All parties are present in Court and confirm execution of the Consent Terms.

10. I have heard Mr. Wagh, learned Advocate for Petitioners, Ms. Deb, learned appointed Advocate for Respondent No.1 and Ms. Humane, learned Advocate for Respondent No.2 and perused the record of the case. Affidavit-in-Reply filed by Respondent Nos.1 and 2 and Consent Terms tendered by the parties have been taken on record. Submissions made by learned Advocates at the bar have received due consideration of the Court.

11. At the outset, it is seen that parties have on their own volition amicably settled all disputes arising out of the Misc. Petition filed under Section 263 of the Indian Succession Act, 1925. In view of the settlement, estate of the deceased is agreed to be distributed between Petitioners' and Respondent No.1 in the following manner:-

- (i) Petitioner Nos.2 and 3 shall be collectively entitled to 45% of the share i.e. 22.5% each alongwith future monthly pension amounts equally payable to Respondent Nos.2 and 3 i.e. 22.5% each; and
- (ii) Respondent No.1 shall be entitled to 55% of the share alongwith exclusive right to avail benefits under the Central Government Health Scheme facility, medical reimbursement or health related entitlement arising from the service of the deceased through Respondent No.2 – MTNL.

12. There can be absolutely no impediment in allowing the Consent Terms as agreed upon by parties.

13. Consent Terms dated 02.04.2026 are taken on record and marked as "X" for identification and are reproduced below for immediate reference:-

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
MISC PETITION IN T. AND L. J. NO. 729 OF 2025
IN
TESTAMENTARY PETITION 3353 OF 2022

(1)

CORAM : MILIND N JADHAV, J.
Date : 2-4-2026

"X"
M. Jadhav
2/4/2026

Asha Ravindra Khandagale
Adult, Occupation: Housewife,
Resident of Lal Dongar, Vishwagautam Nagar,
Sion Trombay Road, Chembur, Mumbai – 74. ... Petitioner No. 1

Vikas Ravindra Khandagale
Adult, Occupation: Housewife,
Resident of Lal Dongar, Vishwagautam Nagar,
Sion Trombay Road, Chembur, Mumbai – 74. ... Petitioner No. 2

Poonam Sandeep Raysoni
Adult, Occupation: Housemaid,
Residing at W/O Sandeep Raysoni, 39,
Dr. Ambedkar Chawl Camity, Samarth Nagar,
S. T. Road, Near Suman Nagar, Chembur,
Mumbai – 400071. ... Petitioner No. 3

~Versus~

Lalita Ravindra Khandagale
Hindu Adult, Indian Inhabitant of Mumbai,
Occupation: Housewife, Residing at:
Room No. B-126, Adarsh Ramai Nagar,
B.A.D. Road, Korba, Mithanagar, Wadala (E.)
Mumbai – 400037. ... Respondent No. 1

(2) (A)

The Manager,
Mahanagar Telephone Nigam Ltd.,
Mumbai, MTNL Exchange, Telephone
Exchange Building, CST Road,
G-Block, B.K.C., Kurla, Mumbai
Maharashtra – 400051.

.... Respondent No. 2

CONSENT TERMS

The Petitioners and Respondent No. 1 above named, through their respective Advocates, hereby state and submit as under:

1. SETTLEMENT

- 1.1. The parties state that they have amicably resolved all disputes arising out of the present Miscellaneous Petition filed under Section 263 of the Indian Succession Act, 1925; and the Probate dated 06.05.2023 granted in favour of Respondent No. 1.
- 1.2. The parties confirm that this settlement is arrived at voluntarily, without coercion, undue influence, or misrepresentation and without any future claims except to the extent as to what is stated herein these consent terms.

2. DISTRIBUTION OF ESTATE

- 2.1. The parties agree that the amounts receivable in respect of the estate of deceased Late Ravindra Punaji Khandagale (including but not limited to PF, Gratuity, Pension arrears, Leave Encashment, GSLI and all service/retiral benefits as per calculation) shall be distributed as follows:

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(A) Petitioners' Share

45% of the total estate amount to be divided equally between:

- (i) Petitioner No. 2 - **Vikas Ravindra Khandagale**
- (ii) Petitioner No. 3 - **Poonam Sandeep Raysoni**
(i.e., 22.5% each)

(B) Respondent No. 1's Share

55% of the total estate amount payable to:

Respondent No. 1 - **Lalita Ravindra Khandagale**

3. MODE OF PAYMENT

3.1. All payments shall be made directly into the respective bank accounts of the parties.

3.2. The bank account details of **Petitioner No. 2** are as follows:

Name: **Vikas Ravindra Khandagale**

Bank: **Axis Bank**

Account No.: **925010049051842**

IFSC: **UTIB0000776**

3.3. The bank account details of **Petitioner No. 3** are as follows:

Name: **Poonam Sandeep Raysoni**

Bank: **ICICI Bank**

Account No. **002001613839**

IFSC: **ICIC0001208**

3.4. The bank account details of **Respondent No. 1** are as follows:

Name: **Lalita Ravindra Khandagale**

Bank: **Bank of India, Wadala East Branch**

Account No.: **009912110001458**

IFSC: **BKID0000099**

4. IMPLEMENTATION

- 4.1. The parties agree that Respondent No. 1 shall coordinate with Respondent No. 2 (Employer – MTNL) for disbursement of all amounts in terms of these Consent Terms and/or as per the Orders of this Hon'ble Court.
- 4.2. Respondent No. 2 (Employer) may be directed by this Hon'ble Court to disburse amounts strictly in accordance with these Consent Terms and/or as per the Final Orders of the Hon'ble Court.

5. CGHS / MEDICAL BENEFITS

- 5.1. The parties agree and confirm that all medical benefits, including but not limited to CGHS (Central Government Health Scheme) facilities and any medical reimbursement or health-related entitlements arising from the service of the deceased Late Ravindra Punaji Khandagale through MTNL, shall exclusively vest with Respondent No. 1 (Lalita Ravindra Khandagale).
- 5.2. The Petitioners hereby give their full, free, and irrevocable consent and raise no objection whatsoever, present or future to Respondent No. 1 availing CGHS benefits, continuing or obtaining CGHS card/facilities and/or claiming any medical reimbursement.
- 5.3. It is clarified that CGHS/medical benefits are personal in nature and are not part of the divisible estate, and therefore shall not be subject to the 45%-55% distribution agreed herein.
- 5.4. The Petitioners further undertake that they shall not make any claim, application, or representation before MTNL, CGHS authorities, or any other authority; nor shall they create any obstruction in Respondent No. 1 availing such benefits.
- 5.5. Respondent No. 2 (MTNL), if directed by this Hon'ble Court, shall recognize Respondent No. 1 as the sole person entitled to CGHS/medical benefits of the deceased employee.

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6. WITHDRAWAL OF PROCEEDINGS

- 6.1. In view of this settlement the Petitioners withdraw the present Miscellaneous Petition and shall be barred from litigating further against the Respondent No. 1 and/or her legal heirs, representatives, agents, etc.
- 6.2. The Petitioners do not press for revocation of probate and probate dated 06.05.2023 shall continue to remain valid subject to these consent terms.

7. FULL AND FINAL SETTLEMENT

- 7.1. The parties agree that this settlement is full, final, and binding settlement of all claims and there shall be no future claims raised by any party from the time of the execution of this consent terms except the claim by the Petitioners for all future monthly pension amounts payable by Respondent No. 2 (Employer – MTNL) as per the discretion of this Hon'ble Court directly into the Bank Accounts of Petitioner Nos. 2 and 3 according to the distributed share as prescribed in Clause 2. of the Consent Terms.
- 7.2. The Petitioners hereby declare that they have no further right, title, interest or claim in respect of the estate of the deceased beyond the agreed **45% share** of the entire estate of the Deceased except for all future monthly pension amounts payable by Respondent No. 2 (Employer – MTNL) as per the discretion of this Hon'ble Court directly into the Bank Accounts of Petitioner Nos. 2 and 3 according to the distributed share as prescribed in Clause 2. of the Consent Terms.
- 7.3. Respondent No. 1 similarly confirms that she shall not raise any objection to Petitioners receiving their agreed share and future pension as divided according to the share provided in Clause 2. of the Consent Terms.

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8. WAIVER OF RIGHTS

- 8.1. The parties hereby expressly waive all past, present, and future claims; all rights arising out of the alleged marriage disputes and Wills (2008 / 2016 or otherwise) as well as their respective Succession rights.
- 8.2. The parties agree that no fresh litigation shall be initiated in respect of the subject matter.

9. UNDERTAKING

- 9.1. All parties undertake to cooperate for smooth implementation and execute any further documents if required.

10. BREACH CLAUSE

- 10.1. In the event of breach, the aggrieved party shall be entitled to seek enforcement of these Consent Terms and initiate appropriate legal proceedings.

11. BINDING EFFECT

- 11.1. These Consent Terms shall be binding on parties, binding on their heirs, legal representatives, attorneys, and assigns.

12. NO OBJECTION TO COURT ORDER

- 12.1. Parties consent that this Hon^{ble} Court may pass an order in terms of these Consent Terms

13. COSTS

13.1. Each party shall bear its own costs.

VERIFICATION

The parties state that the contents of the above Consent Terms are true and correct to their knowledge and belief.

Mumbai

Date: 2nd April, 2026.

BANK DETAILS:-

SBI, SWASTIK PARK, CHEMBUR (MUMBAI)

A/C No - 33827732022

IFSC : SBIN0007192

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... Petitioner No.1Asha Ravindra
Khandagle

Vikas Ravindra Khandagale

... Petitioner No. 2

Poonam Sandeep Raysoni

... Petitioner No. 3

L.H.T.
Lalita Ravindra Khandagale

... Respondent No. 1

(Prakash Wagh)
Advocate for Petitioners
(Saswati Deb)
Advocate for Respondent No. 1

14. All parties shall abide by the Consent Terms. Rights and obligations stated in the Consent Terms are taken as undertaking given to the Court.

15. In view of the Consent Terms, Petitioners have agreed not to press for present Misc. Petition No.729 of 2025 for Revocation of Probate and Probate dated 06.05.2023 shall constitute to remain valid subject to this order. Hence, in view of the above, Misc. Petition No.729 of 2025 is disposed by giving the following directions in addition to the terms arrived at in the Consent Terms. Further directions are absolutely necessary since the Court does not want the parties to suffer any further and be at the mercy of Respondent No.2 - MTNL.

16. With regard to pending dues i.e. Provident Fund, Gratuity, Pension Arrears, Leave Encashment and all other retiral benefits, Respondent No.2 – MTNL is directed to disburse the total pending dues of the deceased strictly in accordance with the agreed share of 55% and 45% specifically stated in Clause 2 (A) and (B) of the Consent Terms and immediately transfer the respective amounts / shares of Provident Fund, Gratuity and all other retirement benefits due and payable to the legal heirs of the deceased which have been withheld directly into the Bank Accounts of the parties within a period of three (3) weeks from today. Bank Account Details of the parties are mentioned in Clause 3 of the Consent Terms.

17. Though in the Consent Terms Petitioners' share of 45% is claimed by Petitioner Nos.2 and 3, that share will be exclusively

relegated to the retirement benefit amount of the deceased withheld by the MTNL, *inter alia*, pertaining to Provident Fund, Gratuity, Leave Encashment and all other retiral benefits excluding Central Government Health Scheme facility, medical reimbursement and health related entitlement and pension payable (including arrears of pension). To that extent this Court directs that Consent Terms shall stand appropriately varied by consent of parties which the parties have given. This is so because pension amount is entitlement of the wives of the deceased and not the children who are major.

18. Parties are present before the Court and their respective Advocates have made them understand this aspect and issue which is in accordance with law, therefore the retirement amount withheld by Respondent No.2 – MTNL shall be immediately disbursed in the proportion of 55% to Respondent No.1 and 45% i.e. 22.5% each to Petitioner Nos.2 and 3 whose Bank Account details are given in the Consent Terms except the pension amount and arrears and medical benefits.

19. The General Manager of MTNL / In-charge of pay and account Department of MTNL whether in Mumbai or Delhi is directed to process payment of aforesaid amount in aforesaid proportion immediately. The General Manager of MTNL / In-charge of pay and account Department of MTNL is directed to act on a server copy of this

Order downloaded from the website of the Bombay High Court. It is pertinent to note that the usual delay that occurs in making such payments shall be avoided by the Mumbai and Delhi MTNL offices as I am informed that approval / sanction will have to be taken. This is to bring to the notice of Respondent No.2 that Respondent No.1 requires money for her treatment / medical expenses, she being a Stage IV cancer patient as the share of Respondent No.1 which in turn is withheld by MTNL due to this dispute. It is clear from the record that these are legitimate dues which cannot be continued to be withheld and consequentially be deprived to Respondent No.1 in the circumstances of the present case because of her terminal illness. The said amount needs to be given to her as expeditiously as possible for her treatment. Hence, in that view of the matter, it is clarified that if the aforementioned amount is not deposited in the Bank Account of Respondent No.1 or Petitioner Nos.2 and 3 as directed within aforesaid timeline of three (3) weeks from today then in that case General Manager, Chairman and Managing Director of MTNL shall be held personally liable for wilful disobedience of this order and will be liable for contempt action. It is therefore requested to MTNL that this direction given above be followed forthwith by them without any delay of any nature.

20. Registrar of this Court is directed to write to MTNL to abide by above directions forthwith, in view of Respondent No.1's terminal

illness. Equally, Secretary of District Legal Services Authorities, who has appointed Advocate Ms. Deb to represent and espouse the cause of Respondent No.1 shall also convey the directions given in this order for compliance by MTNL forthwith. The aforesaid directions take care of the deceased's pension amounts.

21. In so far as pension arrears and future monthly pension amount every month are concerned, it is clarified that Petitioner Nos.2 and 3 will not be entitled to any pension amount at all as they are major and disentitled to the same and to that extent the Consent Terms are varied. It is further clarified that the pension arrears and future monthly pension amount shall be divided into two parts and shall be disbursed between Respondent No.1 (1st wife) entitled to 55% and Petitioner No.1 (2nd wife) entitled to 45% as per this direction of the Court. Bank Account details of both the wives are given in the Consent Terms. Hence, without prejudice to rights and contentions of the parties and in view of the agreement (Consent Terms) arrived at by the parties which is informed to the Court this direction is with regard to disbursement of pension amount to both the wives of the deceased.

22. In view of the above, attention is invited to the decision of this Court in the case of *Jayashree Gangadhar Hiremath Vs. Nirmala Gangadhar Hiremath*¹ wherein this Court has considered the decisions of the Supreme Court in the case of (i) *Vidhyadhari and Others Vs.*

¹ Civil Revision Application No.326 of 2023, decided on 03.10.2024.

*Sukhrana Bai and Others.*² and (ii) *Tulsa Devi Nirola and Others Vs. Radha Nirola and Others.*³ and gave directions accordingly by splitting the retirement benefits between two wives of the deceased.

23. In that view of the matter, Respondent No.2 – MTNL shall process pension papers of deceased and pay accumulated arrears of pension till today in the aforesaid proportion to Respondent No.1 (1st wife) entitled to 55% and Petitioner No.1 (2nd wife). Accordingly, from the present month onwards monthly pension amount due and payable shall be divided into two parts i.e. Respondent No.1 (1st wife) entitled to 55% and Petitioner No.1 (2nd wife) entitled to 45% , without prejudice to rights and contentions of the parties and as agreed by them.

24. In furtherance to the above directions, MTNL is directed to ensure that a procedure of payment of future monthly pension amount is set up for Respondent No.1 and Petitioner No.1 as agreed regularly on monthly basis in their bank accounts.

25. It is further clarified that this Order is passed on the basis of agreement (Consent Terms) executed between the parties before the Court, including consent given by Petitioner Nos.2 and 3. It is further clarified that Advocate for Respondent No.2 is also present in Court. This arrangement is only with regard to agreement between the parties

² (2008) 2 SCC 238
³ 2020 SCC OnLine SC 283

without deciding the legality or issue or *lis* between the parties which shall be noted by the parties. Petitioners and Respondent No.1 have voluntarily consented to this arrangement.

26. In so far as Central Government Health Scheme facility, medical reimbursement and health related entitlement arising from the service of the deceased through Respondent No.2 - MTNL are concerned, Respondent No.1 shall be exclusively entitled to the same. It is further agreed upon by Petitioners that they shall have no right, claim or interest in the medical benefits stated in the Consent Terms and Respondent No.2 is directed to recognize Respondent No.1 has the sole beneficiary entitled to these Central Government Health Scheme facility, medical reimbursement and health related entitlement benefits.

27. Respondent No.2 is hereby directed to issue necessary work orders, internal sanctions and administrative directions to its concerned Departments / Accounts and Pay Section for giving effect to this Order and Consent Terms and to insure timely processing and disbursement of all dues payable to the parties.

28. Respondent No.2 – MTNL is hereby directed to act on a server copy of this Order downloaded from the website of the Bombay High Court and shall not insist on any further No Objection or documentation from the parties, save and except such formalities as

may be required under applicable Service Rules. Respondent No.2 – MTNL is further directed to issue work orders or any consequential administrative steps which are to be taken within a period of 2 (two) weeks from today.

29. Parties are hereby directed to act in accordance with the order and aid in implementation of the Consent Terms.

30. This Court appreciates the efforts of Ms. Saswati Deb, learned Advocate appointed through Legal Aid to espouse the cause of Respondent No.1 (1st wife – stage IV cancer patient). Her fees shall be released by the Legal Aid Department in accordance with law. Equally the efforts of Mr. Wagh, Advocate for Petitioners is also appreciated by the Court to reconcile this dispute.

31. Liberty to apply, in case of any difficulty.

32. In view of the above, Misc. Petition No.729 of 2025 is disposed of in view of the above terms / directions and Consent Terms executed between the parties.

33. Misc. Petition is disposed.

[MILIND N. JADHAV, J.]

Ajay

Digitally signed
by AJAY
TRAMBAK
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