



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

TESTAMENTARY PETITION NO. 127 OF 1994

Adeline Rodrigues, Administrator

... Petitioner

V/s.

Girish Nautmal Jani and Anr.

... Respondents

WITH
INTERIM APPLICATION (L) NO. 8575 OF 2023
IN
TESTAMENTARY PETITION NO. 127 OF 1994
WITH
INTERIM APPLICATION NO. 7459 OF 2025
IN
TESTAMENTARY PETITION NO. 127 OF 1994

WITH
ADMINISTRATORS REPORT NO. 5
ADMINISTRATORS REPORT NO. 6
ADMINISTRATORS REPORT NO. 8

Mr. Sharan Jagtiani, Senior Advocate for Ms. Adeline Rodrigues - Administrator

Mr. Annuj Narula a/w. Mr. Sayeed Mulani i/b. Mulani & Co. for Executrix of Girish Jani (Noticee no.2)

Mr. Mahernosh Humranwala a/w. Ms. Kirtida Chandarana a/w. Mr. Naozad Golwalla and Mr. Aayush Barat for Executors of late Mr. Dorab Seervai, heir and legal representative of Rusi Seervai

Ms. Sonal a/w. Mr. Ronak Shah, Ms. Charu Budhadev, Mr. Vaibhav Singh and **Ms. Anushka Parab** i/b. Dhru & Co. for Respondent no.1

Mr. Tushad Kakalia i/b. Ms. Pushpa Thapa for Respondent no.2 – Katie/Zoru Bhathena



CORAM : FARHAN P. DUBASH, J.

DATE : 23rd APRIL 2026

P.C. :

ADMINISTRATOR'S REPORT NO. 5

1. Mr. Jagtiani, learned Senior Advocate appears on behalf of the Administrator. He submits that save and except prayer clause (B), all the other reliefs sought in this Administrator's Report have been granted on an earlier occasion/s.

2. Prayer clause (B) of the said report reads as follows :-

“(B) In the event, if some of the Beneficiaries mentioned at Serial Nos.5-18 in “Annexure B” are dead, the Administrator may be directed to pay the amounts to the Heirs of the Beneficiaries on their furnishing an Affidavit-cum-Declaration and Indemnity Bond in favour of the Administrator and distribute the amounts proportionately if there are more than one Heirs of the Beneficiaries.”

3. Considering the relief sought in prayer clause (B) which merely seeks administration of the estate to the extent set out in Annexure -B, this Court does not see any reason as to why the same should be postponed. Accordingly, the Administrator's report is disposed of in terms of prayer clause (B).

4. It is made clear that if the beneficiaries/heirs of any of the beneficiaries do not come forward or do not comply with the said



requirements and accept the legacy request, within the prescribed period, the Administrator shall deposit the said amount towards that request before the Prothonotary and Senior Master of this Court, specifically identifying the beneficiaries and the amount.

5. Let the entire exercise of distribution of the estate as set out in Annexure-B be carried out and completed no later than 31st July 2026.

6. Needless to state that the Administrator shall forthwith contact all the said beneficiaries and call upon them to comply with and furnish the Affidavit-cum-Declaration and/or Indemnity Bond. Such communication shall be sent by the Administrator no later than 30th May 2026.

7. Administrator's Report No. 5 is accordingly disposed of.

ADMINISTRATOR'S REPORT NO. 6

8. Prayer clauses (F) and (G) of this Report read as follows :-

(F) A sum of Rs.50,000/- (Rupees Fifty Thousand Only) per month for the months of January and February 2020 be fixed as fees or such other sum as your Lordship may deem fit in the matter and permit the amount so fixed by the Hon'ble Court to be withdrawn from the Savings Bank Account opened in the name of the deceased.

(G) To permit the Administrator to withdraw a sum of Rs. 5,850/- (Rupees Five Thousand Eight Hundred and Fifty only) borne out of her pocket towards the expenses as shown in the table above from the Savings Bank Account opened in the name of the deceased.

9 By consent of parties, the aforesaid prayers are allowed.



ADMINISTRATOR'S REPORT NO. 8

10. Prayer clauses (B) and (C) of this Report read as follows :-

(B) A sum of Rs.1,50,000/- Rupees One Lakh Fifty Thousand only (Rs.50,000/- each) for the months of March 2021, April 2022 and July 2022 be fixed as fees or sch other sum as Your Lordship may deem fit in the matter and permit the amount so fixed by the Hon'ble Court to be allowed to be withdrawn from the Savings Bank Account opened in the name of the deceased.

(C) To permit the Administrator to withdraw a sum of Rs.3,000/- (Rupees Three Thousand Only) borne out of her pocket towards Conveyance, Printing, Postage & Stationary from the Savings Bank Account opened in the name of the deceased."

11. By consent of parties, the aforesaid prayers are allowed.

12. Place the Testamentary Petition together with all pending Interim Applications on **18th June 2026**.

(FARHAN P DUBASH, J.)

Jyoti Pawar

JYOTI
PRAKASH
PAWAR

Digitally signed
by JYOTI
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PAWAR
Date: 2026.05.06
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