



2026:DHC:1140



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Judgment Delivered on: 05.02.2026+ **TEST.CAS. 47/2024**

ANUPAM KAPUR

.....Petitioner

Through: Mr. Dhairya Gupta, Adv.

versus

STATE OF NCT OF DELHI

.....Respondent

Through: Ms. Pavitra Kaur and Ms. Shreya
Mishra, Advs. for State.**CORAM:****HON'BLE MR. JUSTICE VIKAS MAHAJAN****JUDGMENT****VIKAS MAHAJAN, J (ORAL)****I.A. 3188/2026 (under Section 151 CPC seeking clarification regarding the mode of furnishing deficient surety amount)**

1. The present application has been filed under Section 151 CPC by the petitioner seeking clarity with respect to the mode through which the deficient amount of surety required for the grant of Letter of Administration may be provided by the petitioner.

2. Mr. Dhairya Gupta, learned counsel for the petitioner submits that *vide* judgment dated 26.03.2025, the Letter of Administration was directed to be issued in favour of the petitioner, subject to petitioner's furnishing the bond, as well as, payment of the applicable court fee.

3. He submits that the Court Fee has been filed by the petitioner. The petitioner also furnished an administration bond dated 06.06.2025 in terms



of Section 291 of the India Succession Act, 2025 (hereinafter, 'the Act'). Surety bond was furnished by surety namely, Sh. Alok Lal giving property bearing Plot no. 243, Sector 17, Urban Estate Gurgaon, Residential, 1 Kanal Measuring 480.00 sq mtrs as surety. Subsequently, *vide* order dated 21.07.2025 the learned Joint Registrar called upon the Sub-Registrar and the SDM to submit a valuation report of the said property, which was valued by the SDM at Rs. 3,96,77,539 /-. Accordingly, there was deficit of Rs 1,36,54,841/- in the surety amount. Hence, the present application has been filed.

4. Mr. Gupta submits that though the prayer has been made to seek clarification as to the mode of furnishing the deficient amount of surety but since the petition was never contested and there is no other legal heir or any relative of the deceased except the petitioner, the petitioner/applicant may be exempted from furnishing surety for the deficit amount being the sole beneficiary of the estate.

5. The attention of the Court has been invited to Section 291 of the Act, as well as, the decision of this Court in *Sanjay Suri vs. State and Ors., 2003 SCC OnLine Del 966*.

6. Section 291 of the Act provides that the District Judge may demand from the person to whom the Letter of Administration has been granted, a bond with one or more sureties. This Court in *Sanjay Suri* (supra) observed that Section 291 of the Act has to be interpreted, so as not being applicable to a case of sole beneficiary and legal heir. The relevant extract from the said decision reads thus:

“28. *Considering the nature of the Testamentary and Intestate*



succession, the object and purpose sought to be achieved by Section 291 and thus applying the aforesaid principles of interpretation of statutes, it would be seen that Section 291 of the Act is not intended to cover within its ambit the cases of a sole beneficiary and legal heir under a Will being required to furnish administration/surety bond. One cannot administer the estate or his own estate against himself, for which he be required to give an indemnity or administration bond. Besides, none of the purposes and objectives of Section 291 of the Act are covered or fulfilled by the execution of an administration/surety bond by the sole inheritor or beneficiary under the Will duly proved. Such an exercise would be an exercise in futility. In the instant case if the petitioner's grand son was to mismanage or maladminister, he would be, doing so only against his own and personal interests. A right that clearly vests in him by virtue of the bequest. Hence insistence of furnishing the administration bond in the present case would not only be meaningless and without any purpose, but inconsistent with succession. Section 291 in the light of the foregoing principles of interpretation, as noticed, has to be interpreted so as not being applicable to a case of a sole beneficiary and legal heir, under a duly proved Will insofar as requirement of furnishing an administration bond is concerned.”

7. Likewise, in **Arvind Nanda vs. State** (2020:DHC:1457) the Court had considered the decision of Id. Divisional Bench of this Court in **Rajesh Kumar Sharma and Ors. vs. Estate of late Raj Pal Sharma & Ors., [W.P.(C) 9108/2011, decided on 02.01.2012]** where it was held that the imposition of a condition for furnishing surety is in the discretion of the Court and the same is not mandatory. Para 10 of **Arvind Nanda (supra)** reads as under:

“10. The settled case law, therefore, clearly lays down the following principles:-

(1) The imposition of a condition for furnishing an



indemnity/security is at the discretion of the Court.

(2) Whenever the Court is of the opinion that a condition is required to be imposed due to any debts and the fact that there is a possibility of other claimants raising claims, the condition may be imposed.

(3) In every case involving the grant of a succession certificate, a mechanical approach of imposing a condition for furnishing the surety/security and insisting on the indemnity bond is not required.

(4) When an exemption from filing any surety is sought, the Court has to consider the entire conspectus and exercise its discretion depending on the facts of each case, in accordance with law.

*(5) As held by the ld. Division Bench of this Court in **Rajesh Kumar Sharma (supra)**, the imposition of a condition is not mandatory.”*

8. In this regard reference may also be had to the decision of a coordinate bench of this Court in **Richa Pardeshi v. State, 2012 (131) DRJ 92**, wherein it was observed that enunciation of law dispensing with furnishing of administration/surety bond in the case of a sole beneficiary under a Will is equally applicable to the case of a sole beneficiary upon whom the estate of the deceased devolves by intestate succession. The relevant extract from the said decision is as under:

“13. Learned counsel for the petitioner submits, and I think rightly so, that there is no reason why the enunciation of the law relating to aforesaid case dispensing with furnishing of administration/surety bond in the case of a sole beneficiary under a Will should not be made applicable to the case of a sole beneficiary upon whom the estate of the deceased devolves by intestate succession. The object of the law of Succession, be it testamentary or intestate in nature, is to enable the Court, to lend its seal of approval to the succession of the estate of the deceased. It is trite that the judgment given in the exercise of



both testamentary and intestate succession is a judgment “in rem”.

14. Indubitably, a greater degree of care is required in the case of intestate succession while appointing an administrator to take care of the estate of the deceased, but in all other respects the exercise of testamentary and intestate succession is predicated on the duty cast upon the Court to ensure that the estate of the deceased devolves in a proper manner upon the heirs of the deceased and is not frittered away. It is with this intentment that Section 291 of the Act requires furnishing of an administration bond both in the case of intestate succession and testamentary succession. As a matter of fact, the opening words of said Section are significant, which state “Every person to whom any grant of letters of administration, other than a grant under Section 241, is committed, shall give a bond to the District Judge with one or more surety or sureties, engaging for the due collection, getting in, and administering the estate of the deceased, which bond shall be in such form as the Judge may, by general or special order, direct.”

15. In view of the aforesaid, it is crystal clear that to hold that Section 291 envisages the furnishing of an administration bond by a sole beneficiary or a sole legatee would lead to absurd consequences, for, the said sole beneficiary/sole legatee would then be standing surety for the estate of the deceased, which has exclusively devolved upon him, and it would be paradoxical to hold that a person can stand surety for himself.”

[emphasis supplied]

9. The judgment dated 26.03.2025 records that the except the petitioner there is no one else who claims right or interest over the property in question. It also remains undisputed that the petitioner is sole surviving legal heir of the deceased. In that view of the matter, as well as in view of the law expounded in the decisions noted hereinabove, the prayer of the petitioner is allowed and the requirement of furnishing of surety for the deficit amount is



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dispensed with.

10. The learned Joint Registrar may, therefore proceed accordingly.
11. The application stands disposed of.

FEBRUARY 5, 2026/dss

VIKAS MAHAJAN, J