



2026:DHC:3660



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 30th April, 2026

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CS(OS) 627/2025

MS. SAMAIRA KAPUR & ANR.

.....Plaintiffs

Through: Mr. Mahesh Jethmalani, Senior Advocate with Mr. Saurav Agrawal, Mr. Adhiraj Harish, Mr. Ravi Sharma, Mr. Akhil Sachar, Mr. Shantanu Agarwal, Ms. Madhulika Rai Sharma, Mr. Manas Arora, Mr. Syed Hamza Ghayor, Ms. Ananya Garg, Mr. Tapojit Sarker, Mr. Anjani Kumar, Ms. Prachi Dubey, Ms. Mehak Joshi, Ms. Samayra Adhlakha, Mr. Tushar Nair, Mr. Shivam Mishra, Ms. Sunanda Tulsian and Mr. Prafull Kumar, Advocates.

versus

MRS. PRIYA KAPUR & ORS.

.....Defendants

Through: Mr. Rajiv Nayar and Ms. Shyel Trehan, Senior Advocates with Ms. Meghna Mishra, Mr. Ankit Rajgarhia, Mr. Tarun Sharma, Mr. Rohit Kumar and Mr. Prabhat, Advocates for D1.

Mr. Akhil Sibal, Senior Advocate with Ms. Meghna Mishra, Mr. Ankit Rajgarhia, Mr. Tarun Sharma, Mr. Rohit Kumar, Mr. Krishnesh Bapat, Ms. Janhvi Sandhu and Mr. Aditya, Advocates for D2.

Mr. Vaibhav Gaggar, Senior Advocate with Ms. Smriti Churiwal, Mr. Jaiveer Kant, Ms. Vidisha Jain, Ms. Meher Thapar, Mr. Akash Kumar and Mr. Dhruv Dewan, Advocates for D3.

Ms. Anuradha Dutt, Ms. Divya Bhalla and Mr. Raghav Dutt, Advocates for D4.

CORAM:**HON'BLE MS. JUSTICE JYOTI SINGH**



JUDGEMENT

JYOTI SINGH, J.

I.A. 22292/2025 (u/O XXXIX Rules 1 and 2 r/w Section 151 CPC)

1. This judgment will dispose of an application filed by the Plaintiffs under Order XXXIX Rules 1 and 2 read with Section 151 CPC for grant of interim injunction.

2. Plaintiff No.1/Ms. Samaira Kapur ('Samaira') is the daughter of Late Shri Sunjay Kapur ('Sunjay') and Plaintiff No.2/Master Kiaan Raj Kapur ('Kiaan') is the minor son. Both Plaintiffs are born out of wedlock between Sunjay and Ms. Karisma Kapoor ('Karisma'), which marriage was dissolved by mutual consent in the year 2016. It is stated in the plaint that mother of the Plaintiffs has no interest adverse to the Plaintiffs. Defendant No.1/Ms. Priya Kapur ('Priya') married Sunjay after dissolution of his marriage with Karisma and Defendant No.2/Master Azarias S. Kapur ('Azarias') is the minor son born out of the said wedlock and is impleaded through Priya, his next friend and natural guardian. Defendant No.3/Ms. Rani S. Kapur ('Rani') is the mother of Sunjay and Defendant No.4/Shradha Suri Marwah ('Shradha') is the executor of the alleged Will dated 21.03.2025, propounded by Priya.

3. The case set out on behalf of Samaira and Kiaan in the plaint is that Sunjay is the son of Late Dr. Surinder Kapur ('Surinder') and Rani and has two sisters. Karisma and Sunjay got married on 29.09.2003 and Samaira and Kiaan were born from the said wedlock. Sunjay married Priya on 13.04.2017 and they were blessed with a son, namely, Azarias. Even after the divorce, Sunjay continued to have very good relations with Karisma and the children and both were co-parenting. Samaira and Kiaan were always in



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touch with Sunjay and travelled on holidays, celebrated festivals together and spoke to each other regularly on video and audio calls and were also connected as part of many WhatsApp groups. When they visited Delhi, Samaira and Kiaan often stayed with Sunjay at his Rajokri House, where they had designated rooms for themselves and this is a matter of common knowledge. Most festivals like Diwali as also weekends were spent by the children at Delhi, which is fortified by photographs, WhatsApp chats and videos. Sunjay often travelled to Mumbai and stayed with them at their residence and after Samaira went to the University in USA, Sunjay visited her in Boston and many times Samaira travelled to New York to meet her father.

4. It is stated in the plaint that Sunjay, Samaira and Kiaan also went together on many holiday trips, both in India and abroad, such as the trip to England in June-July, 2022; New York in July, 2022; Thailand in December-January, 2023; Spain in July-August, 2024; New York in November-December, 2024; and South Africa in December, 2024. On these trips, the entire family, including Karisma was together and Rani also accompanied them for holiday in Thailand. Sunjay also took Kiaan separately for holidays on many occasions, especially to England, where father and son shared special moments. In fact, just prior to Sunjay's untimely demise, Kiaan and Sunjay were in Goa for a holiday from 15.03.2025 to 17.03.2025. Prior thereto, in 2023, Kiaan visited Doon School, Dehradun, from where Sunjay had done his schooling and thereafter both proceeded for a holiday to Rishikesh. In July, 2024, Sunjay took Kiaan to see some parcels of land in United Kingdom, which he was proposing to buy. Both Samaira and Kiaan were always a part of most of the important events in Sunjay's life which included his 50th birthday in 2021; NSE and



BSE listings in Mumbai for M/s Sona BLW Precision Forging Limited ('Sona Comstar'); and celebration of completion of 25 years of Sona Comstar.

5. It is stated that Sunjay and Karisma were equally and fully involved in the day-to-day affairs and needs of Samaira and Kiaan related to their education, hobbies, courses and travel etc. Sunjay was constantly guiding the children about educational courses, possible career prospects and passions they could pursue and often discussed his businesses and assets, both personal and also those part of the Family Trust and re-assured that being beneficiaries of several assets, they had no reason to be financially insecure. Around April-May, 2025, Sunjay informed Karisma, Samaira and Kiaan that he had acquired assets in Europe and was in the process of applying for and obtaining Portuguese citizenship for the children as his dependents, owing to tax benefits on inheritance. In fact, Power of Attorneys were executed by Samaira and Kiaan for this purpose and copies were sent to Sunjay's representative on 07.06.2025 on WhatsApp, followed by the original.

6. It is stated that the unexpected turn of events on 12.06.2025 left Karisma, Samaira and Kiaan in a state of shock when they heard of the untimely demise of Sunjay. All the three reached England on 14.06.2025 and later left for India for Sunjay's last rites. While in England, Priya on her own informed Karisma, Samaira and Kiaan that Sunjay had not left any Will and all assets were part of the RK Family Trust ('Trust') as also that some regulatory forms were required to be filled in relation to the Trust, however, no document was shared by her. Karisma, Samaira and Kiaan attended the funeral and all other ceremonies and the final rites of Sunjay were performed by Kiaan, being his eldest son.



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7. It is stated that on 07.07.2025, Priya informed Karisma that Samaira and Kiaan were required to attend the Annual General Meeting (AGM) of Sona Comstar on 25.07.2025 and Form BEN-1 in respect of five companies was to be signed, since they were the beneficiaries of the Trust *albeit* at that time, they did not have a copy of the Trust Deed. Samaira and Kiaan were told that their accountant should contact one Mr. Dinesh Agarwal ('Dinesh') who was CFO and Director of a company called Aureus Investment Private Limited ('AIPL') for documentation, however, despite contacting Dinesh many times on 11.07.2025 and 12.07.2025, no documents were shared. Subsequently, Karisma was informed that there was no requirement to attend the AGM.

8. It is averred that in furtherance of the decision between the parties to have a joint meeting with legal advisors, Priya organised a meeting on 30.07.2025 at Taj Mansingh Hotel in Delhi to discuss matters relating to the Trust. The meeting was attended by Karisma, Samaira and Kiaan along with their legal advisors, Priya and her legal advisors as also Shradha, Dinesh and Mr. Nitin Sharma ('Nitin'). At the start of the meeting, Samaira and Kiaan were asked to sign a declaration of confidentiality, whereby they could share any information with prior permission of Priya, which they refused to sign. Thereafter, Shradha flashed a document in her hand, purportedly a Will executed by Sunjay on 21.03.2025, in which she was named as the Executor and declared that she had learnt of the Will on the previous day i.e., 29.07.2025 from Dinesh and Nitin, who were attesting witnesses in the document. She hurriedly read some parts of the document, which conveyed that the entire personal assets of Sunjay had been bequeathed entirely to Priya, to the exclusion of Samaira and Kiaan and even Rani. She refused to share the copy of the document and the meeting ended.



9. It is stated that on 22.08.2025, Karisma addressed an e-mail to Shradha asking her for copy of the alleged Will, in response to which on 26.08.2025, Shradha sent an e-mail stating that it was a confidential and private document and only inspection will be allowed subject to signing a Declaration of Confidentiality, which was objected to vide e-mail dated 08.09.2025, since being Class-I legal heirs children could not be denied access to the document. However, the purported Will was not shared and thereafter, present suit was filed.

10. By the present application, Plaintiffs seek interim injunction restraining Priya and all those acting on her behalf from creating any lien, charge, encumbrance, mortgage or third party interests in or otherwise dealing with, transferring or disposing of, in whole or in part, the estate (movable and immovable), left behind by Sunjay, pending the disposal of the present suit. Multiple contentions were canvassed on behalf of all parties, which are encapsulated in brief hereunder:-

CONTENTIONS ON BEHALF OF PLAINTIFFS

11. Samaira and Kiaan are Class-I heirs of Sunjay and have a vested right to their respective 1/5th share in his estate under the law of succession since Sunjay died intestate. Priya has propounded the alleged Will dated 21.03.2025, wherein she is the sole beneficiary, but the document is clearly forged, fabricated and unregistered and is propounded only to deprive Samaira and Kiaan of their legitimate shares in their father's estate and hence, till the Will is proved by Priya in accordance with law and pending disposal of this suit, assets of Sunjay, both movable and immovable, must be preserved. It is settled law that in exercise of powers under Order XXXIX Rules 1 and 2 CPC, Court can grant all interim reliefs and protections which are necessary to preserve the subject matter of the suit and prevent abuse of



process of law. Interim relief sought is preventive in nature and intended to maintain *status quo* on Sunjay's vast estate so that assets do not dissipate and *fait accompli* is not created and must be construed purposively and not pedantically. At this stage, if assets are alienated by Priya basis the forged Will and third party rights are created, irreparable damage and harm shall be caused to the Plaintiffs but if the assets are preserved, no prejudice will be caused to Priya. Balance of convenience also lies in favour of Samaira and Kiaan, being Class-I legal heirs.

12. It is trite that ordinarily, Will has to be proved like any other document and is required to be attested by two attesting witnesses of which one attesting witness must prove the execution, if alive and capable of giving evidence. The initial onus lies on the propounder to prove the genuineness of the Will and the onus is primarily discharged on proof of facts which are essential to the making of the Will. However, if suspicious circumstances surround the Will, then the case stands on an entirely different footing and this makes the onus heavier on the propounder, which he/she must discharge before the document can be accepted as last Will of the Testator. In the present case, the alleged Will is shrouded in suspicious circumstances and Priya will have to lead evidence at the stage of trial to remove all the legitimate suspicious circumstances and thus during the pendency of the suit, other Class-I legal heirs are entitled to seek preservation of Sunjay's assets. [Ref: *H. Venkatachala Iyengar v. B.N. Thimmajamma and Others, 1958 SCC OnLine SC 31; Kavita Kanwar v. Pamela Mehta and Others, (2021) 11 SCC 209; Shivakumar and Others v. Sharanbasappa and Others, (2021) 11 SCC 277; and Bharpur Singh and Others v. Shamsher Singh, (2009) 3 SCC 687*].

13. Gravamen of the case of Samaira and Kiaan is that the alleged Will is



fabricated and surrounded by grave and suspicious circumstances and once the Will is questioned, no reliance can be placed on the document by Priya, until the same is probated. There are several circumstances which are pointers to the truth of assertions made by the Plaintiffs that Sunjay did not execute the document purported to be his testamentary disposition. In the first interaction with Priya in England soon after the demise of Sunjay, she categorically told Karisma that Sunjay had not left behind any Will and Samaira and Kiaan will be required to sign some documents being the beneficiaries under the Trust. However, later in the meeting held on 30.07.2025 at the Taj Mansingh Hotel, there was a shocking revelation of the alleged Will, which was hurriedly read out by Shradha, but copy was not shared. Shradha specifically stated that she was made aware of the Will only a day before i.e., 29.07.2025 by Dinesh and Nitin and this factual statement made by Karisma in her e-mail dated 22.08.2025 to Shradha was not disputed by her in reply e-mail dated 26.08.2025.

14. In the first purported e-mail by Dinesh to Shradha sent on 14.06.2025, he attached copy of the Trust Deed and not the Will. Shradha responded vide e-mail dated 15.06.2025 and sought the original Will as an executor and also enquired the name of the lawyer who had drafted. Shradha is stated to be a close friend of Sunjay for over two decades as also an executor, yet she did not know about the existence of the Will until 29.07.2025 and/or its draftsman. As per material on record, Dinesh never responded to this e-mail. It was only during one of the hearings in Court that a position was taken that Will was drafted by Nitin and not a lawyer, an assertion not found anywhere in the pleadings in the first instance. In *Smt Jaswant Kaur v. Smt Amrit Kaur and Others, (1977) 1 SCC 369*, the Supreme Court held that lack of evidence on who drafted the Will and who typed it, is a suspicious



circumstance. It was also observed that normally executors are not appointed without their consent or at least without prior consultation. Both these anomalies assume greater significance in this case since Sunjay was a highly educated and well read person with a legal team and there was no reason for him to ask Nitin to draft his Will as also not inform or consult Shradha before alleged execution when she is stated to be an old friend. Moreover, Nitin has not stated in his affidavit dated 13.10.2025 that he drafted and prepared the Will. Clause 3 of the Will ordained Shradha to probate the Will and if the Will was genuine, she ought to have acted accordingly, which she has not done till date, despite it being challenged.

15. Shradha purportedly sent an e-mail to Priya on 24.06.2025 informing her of the receipt of the original Will as also seeking information if the Will was registered and/or probated. The e-mail is conspicuously silent on who delivered the original document to her as also the time and place of delivery. Additionally, if Shradha had custody of the original Will, she would have known from paragraph 3 thereof that the Will was not registered/probated and as an executor she was authorised to collect all assets and defray therefrom various expenses for administration including for obtaining a probate of the Will such as Court fees, Attorney fees etc.

16. The chain of custody of the purported original Will casts a further cloud on the document propounded. Priya's case is that the Will was created on a device controlled by Nitin on 10.02.2025 and was later modified on the same device on 17.03.2025 and finally executed on 21.03.2025 in front of two witnesses, Dinesh and Nitin in the office of AIPL, Gurgaon *albeit* in the affidavits, the two witnesses have not disclosed the place where the Will was executed. After the execution, Will was purportedly scanned by Nitin and a PDF file was created on 24.03.2025 and on the same day he sent an



e-mail to Dinesh, attaching copy of the Will. There is not a whisper in the pleading as to who delivered the hard copy of the original Will to Dinesh. Nitin's attesting affidavit is silent on when and how Dinesh got the original Will. There is also a glaring contradiction on how the original came into the custody of Shradha. Shradha has stated in her written statement that original Will was handed over to her on 24.06.2025 by Dinesh but in her e-mail dated 26.08.2025, which was in response to Karisma's e-mail dated 22.08.2025, she did not contest the assertion that in the meeting held on 30.07.2025, Shradha had informed all presents therein that she had received the Will only on 29.07.2025 from Dinesh. Priya, on the other hand, asserts in paragraph 15(c) of her written statement that original Will was handed over to Shradha by Priya herself on 24.06.2025. Affidavit of Dinesh is silent in this regard and date of 24.06.2025 is itself suspect, given that this was a date of *Rasam Pagdi* of Kiaan on the occasion of *Tervi* ceremony of Sunjay at Rajokri House in Delhi. If this plea is to be accepted, it would also imply that during the *Tervi* ceremony when family and friends were mourning the tragic death of Sunjay, handing over of Will was taking place, wherein even Kiaan was disinherited. There is an unexplained vital gap in the chain of custody of the original Will.

17. The computer device, of which screenshot has been filed and on which the Will is claimed to have been prepared, belongs to Nitin. The draft of the Will prepared on 10.02.2025 is stated to have been modified on 17.03.2025 at 11:14:54. *Albeit* the reason for modification was not disclosed in the pleadings and it was only revealed during the course of hearing that the draft was modified to include the name of Ms. Safira Chatwal ('Safira') Priya's daughter from her first marriage as also the name of the executor, the date of 17.03.2025 itself reveals the falsity of Priya's stand inasmuch as on



the said day, Sunjay was in Goa on a holiday trip with Kiaan and travelled to Delhi later in the day after he learnt that Rani had fallen and hurt herself. In these circumstances, it is inconceivable that Sunjay was suggesting modifications to a Will on 17.03.2025, wherein he had disinherited both the persons whom he loved so much and cared for. Most importantly, there is no sign of any response from Sunjay in the entire trail of preparation, modification and/or execution of the final document either through e-mail or a message in the WhatsApp group of Sunjay, Priya and Dinesh, where he allegedly approved the final draft.

18. The stated theory of modification in the Will is also false and fabricated and this is clearly evident from the glaring errors in the Will, which are on very fundamental aspects. Illustratively, name of Sunjay's son is misspelt as 'Master Azrias' instead of 'Master Azarias' and the declaration clause refers to the male Testator as 'Testatrix' and 'her'. The document mentions incorrect residential address of Samaira and Kiaan, where Sunjay stayed several times when he visited Mumbai. There is a reference in the Will to a schedule of artworks but there is no such schedule appended to the Will and the Will refers to three bank accounts while listing six bank accounts. The document also incorrectly identifies Safira as Sunjay's daughter. With Sunjay's known educational and family background, fluency in English, business experience etc., there was no way that he would have made such fundamental errors in the first place and then overlooked the same while suggesting modifications, if Priya is to be believed. Sunjay was very meticulous in documentation and was handling and managing a large empire and business and could never have signed on a document with such blatant errors, especially, when it was his own testamentary disposition.



19. The disposition is completely unnatural, considering that all Class-I heirs, except Priya have been excluded and that too in the backdrop of the facts and circumstances of this case. Sunjay was with Samaira in Boston shortly before 10.02.2025 and was with Kiaan on 17.03.2025, on which day he rushed to Delhi on learning of Rani's fall, cutting short his trip. On 21.03.2025, Karisma, Samaira and Kiaan were in constant touch with Sunjay on calls, as pleaded in paragraph 40 of the plaint and corroborated by texts of WhatsApp messages as also timing of the calls and call durations. It would be wholly unnatural for Sunjay to execute a Will excluding the Plaintiffs as beneficiaries/legatees to his personal estate, while he was engaging with them with such fondness, affection and concern. Priya has not denied the calls in her written statement knowing that the original devices i.e., mobile phones will substantiate this position. In fact, Priya is in possession of Sunjay's mobile phones and can verify these calls and the messages exchanged, unless messages been deliberately deleted. Equally unbelievable is the exclusion of Rani, looking to the unconditional love and respect Sunjay had for his mother and knew that his estate was largely built from her husband's assets.

20. The alleged execution of the Will is itself surrounded by suspicious circumstances. Priya has asserted in the written statement that the Will was executed on 21.03.2025 by Sunjay in presence of Dinesh and Nitin at the office of AIPL, Gurgaon and she was also present at the time. Neither of the attesting witnesses have stated in their attestation affidavits that the Will was executed in Gurgaon, much less at AIPL's office. In fact, neither Sunjay nor Priya were present in Gurgaon on 21.03.2025 and this will be eventually proved during trial. As of now it is sufficient to note that even the attesting



witnesses have not stated in their affidavits that Sunjay had signed the Will in their presence.

21. Other suspicious circumstances shrouding the Will are: (a) Priya, who has played a prominent role in the making of the Will, is the propounder, custodian and sole beneficiary of the Will; (b) there is complete silence on what transpired between 10.02.2025, when the Will was allegedly created and 17.03.2025, the date of alleged modification; (c) signatures of Sunjay do not match with his actual signatures and the forgery is evident from a bare look at the document with a naked eye; (e) a document purporting to dispose of a substantial estate of a well-educated and well-read person such as Sunjay is unregistered; (f) the document is neither executed on non-judicial stamp paper nor notarized; (g) a very crucial fact is missing in the pleadings as to who drafted the alleged Will; and (n) document is purportedly created on 10.02.2025 on Nitin's computer and screenshot shows it was imported from some other device but the source is not disclosed.

22. Both the attesting witnesses Dinesh and Nitin are interested persons. Dinesh is a Director while Nitin is the Additional Director in AIPL, a holding company of Sona Comstar. Dinesh facilitated and played an active role in appointment of Priya as Managing Director (MD) of this company on 20.06.2025 with a lucrative salary of Rs. 1 crore per month, perquisites upto Rs. 50 lakhs per annum and performance bonus, apart from other facilities such as vehicles, house etc. This appointment was a step towards gaining unlawful control over substantial assets of the Trust and needless to state for mutual benefit of both. Dinesh and Nitin also aided in misappropriating Sunjay's assets from the time of his death, starting from the monies lying in the banks and Demat Account. Form MGT-14, downloaded from MCA's website and filed as Document No.8 with the plaint, evidences that notice



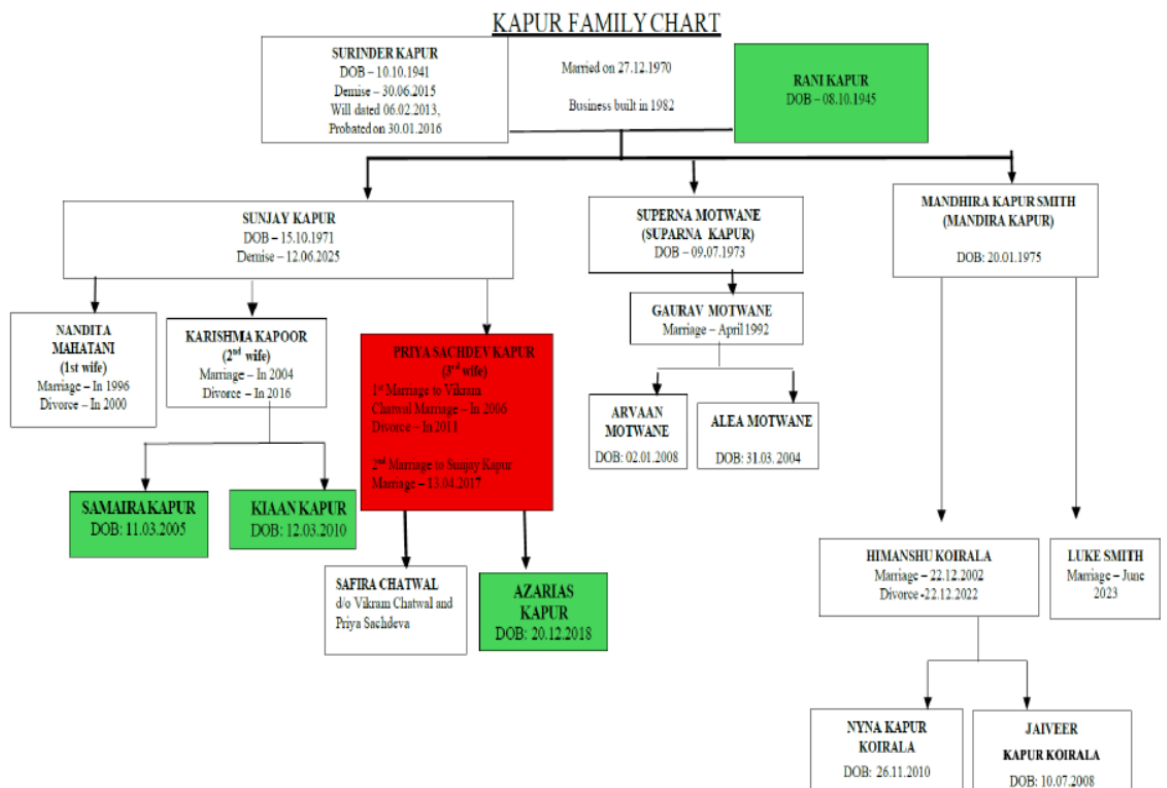
was issued on 18.06.2025, one day before Sunjay's cremation, calling for Board meeting of AIPL on 20.06.2025 under Section 196 of the Companies Act, 2013, for appointment of MD and Priya was appointed. Strangely, while the Minutes of Shareholders' Meeting purportedly called on 18.07.2025 at 12:30 PM, which are part of MCA records and in which there is a reference to Minutes of Meeting of Board of Directors of AIPL held on 20.06.2025, reflect that appointment of Priya was as a Director in AIPL against a Casual Vacancy owing to death of Sunjay, but the actual Minutes of 20.06.2025 show that Priya was appointed as a MD with financial pay out and not as a Director in a Casual Vacancy under Section 161(4) of the Companies Act, 2013. Pertinently, neither notice of the meeting of shareholders was given to Samaira and Kiaan nor the identity of the shareholders was disclosed and for an obvious reason that these meetings were never convened and Priya's appointment was an outcome of a well planned and orchestrated conspiracy between her, Dinesh and Nitin and to cover up the misdeeds, a paper trail was created. Nitin was also given a lucrative appointment as Additional Director in AIPL on 02.08.2025, just two days after the meeting on 30.07.2025 at a hotel, where Samaira and Kiaan were present but were not informed of the intended appointment.

23. Even the monies were withdrawn by Priya in connivance with the attesting witnesses. Documents No. 62 and 63 filed by Priya make it evident that Dinesh filled the forms for withdrawal of money from the accounts in Kotak Mahindra Bank and curiously though the forms were filled in August, 2025, the amounts were appropriated by Priya as a nominee and not as a legatee under the Will, which was allegedly signed and witnessed earlier on 21.03.2025.



CONTENTIONS ON BEHALF OF DEFENDANT NO.3/RANI

24. Present suit and interlocutory application have been filed by Samaira and Kiaan owing to sudden demise of their father on 12.06.2025 and compelled by the unlawful and unexpected actions taken by Priya to take exclusive control of the business and assets of Sunjay, basis a purported Will dated 21.03.2025, whereby all other Class-I heirs have been divested from their shares in Sunjay’s estate. Under the applicable provisions of Hindu Succession Act, 1956 (‘1956 Act’), Rani, Samaira, Kiaan, Priya and Azarias are all Class-I legal heirs of Sunjay. The Kapur Family Chart is as follows:-



25. Rani being one of the natural Class-I heir of Sunjay has a legal right to succeed to his personal estate since he died intestate. All assets forming part of the estate of Kapur Family including the assets of Sunjay including in the alleged Will were created, acquired and/or developed entirely out of the



wealth, funds, resources and estate belonging to Surinder, who began his entrepreneurial journey in 1980s in the automative industry, incorporating various companies that today form the renowned Sona Group. In 2006, Sunjay was inducted into the already flourishing business and appointed as Director in AIPL. Unfortunately, on 30.06.2015 Surinder died but by a Will dated 06.02.2013 he bequeathed all movable and immovable assets, held exclusively by him, in favour of Rani and hence, she is the true owner of all properties, investments and holdings forming part of the entire estate, since she never divested herself of any asset by way of Trust or otherwise. After the demise of Surinder, Rani was appointed as Chairperson of AIPL and Sona Comstar, however, due to her old age she entrusted Sunjay with the responsibility to manage the day-to-day affairs of Sona Group.

26. Surinder never approved of Sunjay's relationship with Priya till he was alive *albeit* he had not met her. While Sunjay was married to Karisma, he developed a relationship with Priya but Surinder was not in a favour of the two getting married since Sachdev Family did not enjoy a good reputation and also that he was deeply disapproving of Priya's conduct and demeanour. Consequently, till he was alive they did not marry and it was post his demise that the marriage was solemnized on 13.04.2017. The marriage was however not successful as Priya and Sunjay had repeated fights over every other issue and from 2023 onwards things worsened. Priya projected to the public as if she played a pivotal role in forming a harmonious blended family but the fact was that she constantly complained to Rani regarding visits of Karisma to their house as also her accompanying them on vacations. In these circumstances, it is improbable that Sunjay would have made Priya the sole beneficiary of his entire personal estate, to the exclusion of Samaira and Kiaan as also Rani.



27. The circumstances in which Sunjay died on 12.06.2025 remain suspect till date. When Sunjay passed away suddenly while playing a Polo match in UK, only Priya was present with him and it is her narrative that a bee sting had caused a cardiac arrest. Priya did not even attempt to seek proper investigation into the true cause of death, which was so sudden and untimely. Strangely, instead of mourning Sunjay's death, she got busy in securing Board positions and appointments in various entities associated with Sunjay in connivance with Dinesh and Nitin. Even the post-mortem report was not shared by Priya with Rani. She hurriedly manoeuvred to get herself appointed as Director of AIPL on 13.06.2025 itself, which is the very next day of Sunjay's death. She was appointed as MD of AIPL on 20.06.2025 i.e., within 7 days of the death and next day of the funeral and soon thereafter, as Additional Director of Sona Comstar on 23.06.2025, when the entire family was mourning and was in deep shock and grief due to untimely demise of Sunjay. In fact, taking undue and unconscionable advantage of Rani's grief, vulnerability and diminished capacity, Priya coerced and defrauded Rani to execute several documents, the contents and implications of which were neither explained to her nor understood by her.

28. The alleged Will was forged and fabricated by Priya in connivance with Dinesh and Nitin and the unnatural disposition excluding and disinheriting Samaira, Kiaan and Rani and depriving them of their legitimate inheritance, is suspicious considering the bond of love between them. The purported signatures of Sunjay on the Will are forged, a fact which will come true after evidence is led by the parties. Will is unregistered and neither notarized nor stamped. Sunjay was highly educated and extremely meticulous with documentation in the ordinary course of things. He was advised by a legal team comprising of competent professionals, on both



personal and business matters and it is most unexpected of him to have executed and signed on a Will with glaring spelling mistakes and other blatant errors as fundamental as errors in the spellings of his son's name or reference to Safira as his daughter or 'Testatrix' and 'her' instead of 'Testator' and 'him'. The fact that Nitin was awarded by appointing him as a Director in AIPL on 02.08.2025 speaks volumes of the collusion between Priya, Dinesh and Nitin to usurp all assets of Sunjay and deprive the other heirs of their legitimate rights.

29. The list of personal assets owned by Sunjay on the date of his demise filed by Priya is incomplete, inaccurate and misleading. Sunjay owned substantial assets, both in India and abroad and the assets disclosed are not even close to what he actually owned and possessed such as several luxury watches of Omega and Rolex brands, more than 20 fine arts in the house, horses, illustratively. The crypto accounts disclosed by Priya are unbelievably valued at approximately Rs.1.29 crores and the bank accounts show meagre deposits of Rs.1.72 crores only. These assets can be only a miniscule percentage of assets of a person whose yearly income was Rs.60 crores from AIPL alone for financial year 2024-2025, in addition to income/salary from other companies and dividends from Sona Comstar. It is unfathomable that a man of Sunjay's stature and high net worth will have no life insurance policies, Key Mans Insurance Policy, mutual funds, investments in stock markets etc. and in any event, his investments in various startups and rental incomes were publicly known. The list also does not include several immovable properties, which amounts to concealment. It is also learnt that family members and friends of Priya have started siphoning off the assets and Sachdev Family is actively engaged in acquiring assets in India and abroad using funds of Kapur Family.



30. The alleged Will was purportedly executed in Gurgaon on 21.03.2025 with the sole beneficiary being Priya. There is a wide gap in the pleadings on the chain of custody inasmuch as it is unknown how the signed Will was handed over to Nitin and then to Dinesh and thereafter to Priya. In fact, Sunjay was travelling abroad on the same day as the date of execution of the Will. Dinesh hurriedly sent an e-mail to Shradha on 14.06.2025 sharing copy of the alleged Will and requesting her to execute the same at a time when the rest of the family was in UK and even post-mortem had not taken place. There is no explanation for the haste shown and no plausible reason for attaching a Trust Deed with the e-mail instead of the alleged Will in the first instance. E-mail fails to disclose how Dinesh got the coordinates of Shradha and/or who authorized him to correspond with her *sans* any instruction from the family members. Dinesh in his e-mail to Rani sent on 17.06.2025 stated that he was not working with or associated with Kapur Family until 2022, which contradicts the stand taken by Priya that Dinesh was closely associated with the family since 1998. Will was disclosed to Samaira and Kiaan on 30.07.2025 but shockingly not to a mother.

31. Priya's repeated stand that Samaira and Kiaan are beneficiaries under the Trust and have received shares worth Rs. 1900 crores, which explains and justifies their disinheritance from Sunjay's estate, is wholly misconceived and factually false. Admittedly, Rani is the Settler of the Trust and therefore, neither Priya nor Sunjay can have any role in granting those shares to the children *albeit* as a matter of fact, they have never received the said amount.

32. Priya's argument to justify the exclusion of Rani from the Will that it is family tradition, is preposterous to say the least. The comparison between Surinder's Will with the alleged Will of Sunjay is wholly inapt. Rani and



Surinder were happily married for 45 years and she was his only wife, in comparison to Priya, who was married for 7 years and has the history of broken marriages and moreover, Priya and Sunjay had an unhappy marriage since 2023 and were consulting marriage counsellors.

33. The Will is alleged to be executed at Gurgaon in presence of two attesting witnesses at the office of AIPL. However, affidavits of both attesting witnesses do not specify the place of execution and there is no material on record which substantiates presence of Priya in the office at the time of execution of the alleged Will. Strangely, the Will states that it is in supersession of earlier Wills and testaments, however, in e-mail dated 26.06.2025 sent by Priya to Shradha, she confirms that the alleged Will is the only and last Will of Sunjay.

34. It is trite that burden to prove a Will lies squarely on the propounder, who must establish its due execution, the testamentary capacity of the Testator and be compliant with provisions of Section 63 of the Indian Succession Act, 1925 ('1925 Act') and Section 68 of Indian Evidence Act, 1872 ('1872 Act'). In *Niranjan Umeshchandra Joshi v. Mrudula Jyoti Rao and Others, (2006) 13 SCC 433*, the Supreme Court held that where suspicious circumstances attend the execution of the Will, such as exclusion of natural heirs, unnatural dispositions, secrecy, active involvement of beneficiary etc., the burden on the propounder becomes substantially heavier and mere proof of signature or attestation is insufficient. In such a case, propounder must dispel all legitimate suspicious circumstances by clear, cogent and satisfactory evidence so as to satisfy the conscience of the Court that the will represents the free and voluntary act of the Testator, before the document is accepted as a will.

35. Priya has taken an objection to the jurisdiction of this Court to deal



with foreign assets of Sunjay, but the same is devoid of merit. Section 16 CPC deals with jurisdiction of Courts pertaining to various suits, including partition of immovable property and provides that suits for partition shall be instituted in the Court within the local limits of whose jurisdiction the property is situate. Proviso to the Section is an exception and stipulates that the suit can be instituted even where the property is not situated, if the relief can be entirely obtained through personal obedience of the Defendant and since in the instant case, admittedly Priya resides in Delhi, the relief can be obtained through her personal obedience. The Supreme Court in ***Harshad Chiman Lal Modi v. DLF Universal Ltd. and Another, (2005) 7 SCC 791***, held that Proviso to Section 16 will be applicable, where the relief sought can be entirely obtained through personal obedience of the Defendant and is based on the maxim '*equity acts in personam*' which in turn is based on the principle that Courts can grant relief in respect of immovable property situate abroad by enforcing their judgments by process in personam i.e., by arrest of the Defendant or by attachment of his/her property. To the same effect are the observations of the Supreme Court in ***Rohit Kochhar v. Vipul Infrastructure Developers Ltd. and Others, 2024 SCC OnLine SC 3584***.

36. Priya has made all efforts to exclude Rani from the affairs of Sona Comstar and to siphon off and misappropriate monies/assets left behind by Sunjay. Even the post-mortem report dated 28.06.2025 was not shared with Rani, who is the mother of the deceased. The report was purportedly sent on WhatsApp on 01.08.2025, which stand assuming to be correct, is rather strange as the gap between the date of the report and sending the same to the mother is over a month. In fact, Priya falsely informed employees of Sona Group that e-mail ID of Rani had been hacked and compromised and this was to ensure that all information and documents pertaining to business and



Kapur family were withheld from Rani. Multiple e-mails were sent by Rani to Priya, Dinesh and Nitin asking for copy of the alleged Will and other financial information but the same was denied on the pretext that the e-mail had been compromised and hence, it was not secure to share documents and any information. Out of the five bank accounts of the deceased disclosed in the List of Assets, two of them were closed by Priya and all monies from remaining three banks were transferred to herself at an extraordinary speed and after having done so, the alleged Will was disclosed. In light of all these suspicious circumstances in which the alleged Will is shrouded, an interlocutory injunction needs to be granted to preserve the assets of Sunjay pending the partition suit, filed at the instance of Class-I legal heirs of the deceased seeking share in their father's estate.

CONTENTIONS ON BEHALF OF DEFENDANTS NO.1 AND 2

37. Without prejudice and without entering into the merits of the case, Priya has taken a stand in her written submissions that she has no intention to create third party interests in the Indian assets forming part of the estate of Sunjay viz. (a) shares in three Indian companies; (b) employees provident fund amounting to Rs.5,22,53,980/-; (c) various personal effects, including watches and jewellery; and (d) various artworks and will not sell or alienate or create third party rights in these assets, without the leave of the Court. As regards money lying deposited in the accounts of the two Indian Banks, cumulatively amounting to Rs. 1,73,52,930.39/-, Priya will only withdraw money to the extent of discharging the liabilities relating to: (i) balance repayment of loans amounting to Rs. 18,63,41,085.97/- cumulatively as on 12.06.2025; (ii) expenses on higher education of Samaira and Kiaan, whether in India or overseas including expenses for boarding, lodging and travel and payments towards 50% of their marriage expenses, which Sunjay



was required to do under the divorce decree between Karisma and Sunjay; and (iii) expenses towards administration of the Will including expenses incurred in obtaining probate, Court fees, Attorney fees etc. Hence, no interim relief is warranted in these circumstances.

38. Insofar as, foreign assets of Sunjay, as brought forth in the pleadings and the List of Assets are concerned, this Court lacks jurisdiction to pass any order, much less interlocutory order. Samaira and Kiaan have invoked territorial jurisdiction of this Court *inter alia* on the grounds that one of the assets of Sunjay is the shares of a company with registered office at Delhi, Defendants reside in Delhi and Sunjay was domiciled in Delhi as also that the meeting in which they learnt of the alleged Will was held at Delhi on 30.07.2025. This stand is, however, misconceived in light of Section 16(b) CPC which provides that suits for partition of immovable property are required to be instituted in the Court within the local limits of whose jurisdiction the property is situate. Proviso to Section 16 stipulates that a suit to obtain relief in respect of or compensation for wrong to immovable property held by or on behalf of the Defendant, where relief can be entirely obtained through personal obedience of the Defendant, may be instituted either in the Court in whose jurisdiction the property is situate or where Defendant resides or carries on business or personally works for gain. However, Explanation to Section 16 expressly provides that 'property' as referred to in the Section '*means property situate in India*' and therefore, it is clear that immovable property referred to in Section 16(b) as also the Proviso, is property situate in India and not immovable property outside India. Under well settled principles of Private International Law, questions of title, partition etc., in respect of immovable property can only be determined by Courts in whose jurisdiction the property is situate and as per



applicable laws of that country. [Ref.: *R. Viswanathan and Others v. Rukn-ul-Mulk Syed Abdul Wajid Since Deceased and Others*, 1962 SCC OnLine SC 112; *M.Y.A.A. Nachiappa Chettiar v. M.Y.A.A. Muthukaruppan Chettiar and Five Others*, 1945 SCC OnLine Mad 310; and *Abdullahoy Esoofally Chas and others v. Akberally Samsuddin Raja and others*, 1943 SCC OnLine Bom 39]. Therefore, this Court cannot direct partition *qua* immovable assets of Sunjay situated in a foreign jurisdiction and thus no interlocutory injunction can be granted in aid thereof.

39. It is equally settled that interlocutory orders can only be granted in aid of final orders. In the plaint, Samaira and Kiaan have sought relief of declaration of title *inter alia* in relation to foreign estate of Sunjay, which declaration is beyond the jurisdiction of this Court and consequently, the preliminary and final decrees of partition will also be beyond the jurisdiction. Relief of permanent injunction sought in paragraph 56(e) of the plaint is consequential to the aforesaid prayers and cannot survive independently and hence, temporary injunction cannot be granted. Moreover, Sunjay, Priya and Azarias as also Samaira and Kiaan are all American citizens and thus personally subject to jurisdiction of the US Courts and Senior Counsel for Samaira and Kiaan conceded to this position of law in the hearing on 09.12.2025. The interlocutory prayer is beyond the reliefs sought in the plaint and hence, what cannot be granted directly cannot be granted indirectly. If Court grants any relief with respect to immovable assets in the foreign jurisdiction, the impact will be to restrain Priya from relying on the Will in legal proceedings in foreign jurisdictions including in probate proceedings *qua* foreign assets of Sunjay and would amount to anti-suit injunction, contrary to the principle of comity of Courts. Reliance on Proviso to Section 16 by Rani is misplaced inasmuch as Courts have



consistently held that Section 16 bars the jurisdiction of the Court to entertain a suit in respect of immovable property, which is situate outside its jurisdiction and the only amendment to the Section so far is the substitution of the words '*British India*' to '*India*' in 1951.

40. In any event, there is no prayer in the suit to declare the Will dated 21.03.2025 null and void and the question whether Samaira and Kiaan are entitled to share in Sunjay's estate is yet to be adjudicated. *Albeit* it is admitted in the plaint that Plaintiffs were aware of the existence of the Will before the filing of this suit and Will was disclosed during the first hearing itself, till date no application has been filed for amendment of the plaint. Relief of injunction at this stage in favour of Samaira and Kiaan will require the Court to render a *prima facie* finding that they are entitled to a share in the estate of Sunjay and the Will is *prima facie* invalid, which cannot be done at this stage and is a matter of trial. Moreover, shares of Indian companies already stand transferred to Priya being the nominee designated by Sunjay and any interim order with respect to the shares, will amount to passing an order *status quo ante*, which is impermissible.

41. Will dated 21.03.2025 is the last and final testament of Sunjay, whereby he has bequeathed his entire personal estate in favour of Priya as his sole beneficiary. Priya is Sunjay's widow and disposition of properties in her favour is only natural, more particularly, looking at the family tradition where Surinder had willed his estate in favour of Rani. There are no suspicious circumstances surrounding the Will. Will was duly executed by Sunjay in sound state of mind and he had the testamentary capacity to do so. Will is attested by two attesting witnesses, both of whom have filed affidavits in this regard. Therefore, Priya has discharged the onus of proving



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the Will in consonance with the requirements of Section 63 of 1925 Act and Section 68 of 1872 Act.

42. The sequence of events and documents on record clearly indicate and substantiate the steps taken by Sunjay in executing the Will as also the chain of custody of the original Will dated 21.03.2025 and are sufficient at this stage to prove its genuineness. On 10.02.2025, draft of the Will was prepared as word document and screenshot of the properties section of the word document fortifies that the draft was prepared at 15:10:16 IST on Nitin's device. On 17.03.2025 certain modifications were carried out in the Will to include the names of Safira and the executor and this is also demonstrated from the screenshot of the word document which evidences modification on Nitin's device at 11:14:54 IST. Will was executed by Sunjay on 21.03.2025 at AIPL's office in presence of two attesting witnesses Nitin and Dinesh, where Priya was also present. PDF version of scanned copy of the Will was created on 24.03.2025 at 10:06 AM, which can be seen from the screenshot of the properties section of the PDF document. On the same day at 10:10 AM, Nitin shared executed copy of the Will with Dinesh through an e-mail. Screenshots show that the document attached to this e-mail is the same as the Will filed before the Court. Dinesh shared the executed Will on WhatsApp group named '*Family Office IC*' including Sunjay, Dinesh and Priya on 24.03.2025 at 10:15 AM. Video showing opening of the document circulated on the WhatsApp group has been filed on record. Sunjay saw the WhatsApp message on the group on 24.03.2025 at 05:01 PM and in his message sent on the same day, Dinesh stated '*Sir, Above is signed will for both. I will hand over the original documents to you in our next meeting*'. On 01.04.2025, Dinesh met Sunjay and Priya at Rajokri Farms and handed over the original Will to Sunjay,



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whereafter it was kept in safe custody by them at their house. On 14.06.2025 at 07:44 PM, Dinesh sent an e-mail to Shradha, after the sudden demise of Sunjay on 12.06.2025 and while replying to the e-mail at 21:49 PM, Shradha flagged that the document attached in the e-mail was not a Will. Immediately at 22:00 hours, Dinesh through another e-mail on the same thread correcting the inadvertent mistake and attaching copy of the Will. On 24.06.2025, Shradha visited Priya at her house and the original Will was handed over to her by Priya. On the same day at 06:54 PM, Shradha sent an e-mail to Priya acknowledging the receipt of the original Will. Sunjay had constituted the WhatsApp group, where IC stands for 'Investment Committee' on 03.04.2022 and he was the admin of the group. Limited composition of the group clearly reflects his trust and confidence in Priya and more importantly in Dinesh, who is also a witness to his Will, to manage and take investment decisions for the family. The mobile number used by Sunjay in this group is the same number through which Samaira and Kiaan communicated with him throughout. The group was totally active and Sunjay consistently participated by responding to requests, forwarding newspaper articles and engaging in discussions including shortly after execution of the Will and even on the day of his demise. Will is duly accompanied by affidavits of both the attesting witnesses *albeit* in terms of Section 281 of 1925 Act, only a probate petition is required to be accompanied by an affidavit of at least one attesting witness. The entire electronic record in support of the affidavits filed by Priya and two witnesses under Section 63(4)(c) of Bhartiya Sakshya Adhinyam ('BSA') has been filed, wherein witnesses have supported and affirmed the aforesaid electronic chain of events including the e-mails and WhatsApp communications.



43. Plaintiffs' contention that the bequest by Sunjay is unnatural inasmuch as he could never have excluded Samaira, Kiaan and Rani, is misconceived. On Sunjay's demise, Samaira and Kiaan admittedly became beneficiaries of substantial assets under the Trust, valued at several times over and above the value of entire personal estate of Sunjay. Under the Trust, they and Azarias are named as beneficiaries of income of the Trust to the extent of 13.33% each, while Priya is named as beneficiary of 60%. This shows that even under the Trust settled by Rani during the lifetime of Sunjay, through which he exercised control over family companies and Sona Comstar, distribution was not equal. Even otherwise, bequest of a Testator in favour of his spouse is *per se* not unnatural. Additionally, under the divorce decree dated 13.06.2016, as part of the settlement between Karisma and Sunjay, financial liability *albeit* limited, for education and marriages of Samaira and Kiaan is to be met from the estate of Sunjay. In any event, both were not entirely excluded from the estate inasmuch as it was provided in the Will that in the event Priya pre-deceased Sunjay, the children would be the beneficiaries under the Will.

44. When the suit was filed, no question was raised on the authenticity/genuineness of the Will but as the case proceeded, Samaira and Kiaan changed their case entirely to argue that the Will was shrouded in suspicious circumstances. It is trite that no new case can be set up at the stage of filing of replication, if it has no foundation in the plaint.

45. The Will is genuine and not surrounded by any suspicious circumstances, as alleged. It is undisputed that Sunjay was of sound mind and body when he died and no material has been placed on record, which even suggests that his signatures are forged. Clear electronic evidence on record establishes the creation and execution of the Will and though not



required, affidavits of both the attesting witnesses have been filed. Trial is yet to take place and at that stage the witnesses would depose and will be cross-examined on this aspect. At the stage of interlocutory application, no *prima facie* view can be taken by the Court on the alleged suspicious circumstances, which will be a matter of trial and onus is on Samaira and Kiaan to prove the allegations by leading cogent evidence.

46. The fact that the Will surfaced only on 30.07.2025 in a meeting held at a hotel in Delhi, where Karisma, Priya, Shradha and respective legal representatives were present, is hardly a suspicious circumstance. Admittedly, during the said meeting Shradha read out the contents of the Will in everybody's presence and in fact, Priya was in constant touch with Karisma for planning the meeting. Will did not surface on 30.07.2025 for the first time since it was sent as an e-mail attachment by Dinesh to Shradha vide e-mail dated 14.06.2025, which was soon after the sudden demise of Sunjay. The screenshot preview of the Will as an attachment filed by Priya, appears right from the inception of the e-mail of Nitin dated 24.03.2025, whereby he sent scanned copy of the Will to Dinesh and was received in the inbox of Dinesh till the attachment was uploaded on the Family Office IC WhatsApp group by Dinesh and thereafter, sent on e-mail dated 14.06.2025 to the executor. This dispels any unsubstantiated insinuation of Samaira and Kiaan or Rani that Will dated 21.03.2025 is different from the one read out on 30.07.2025 or that it is shrouded in suspicious circumstances.

47. Much has been highlighted on behalf of Samaira and Kiaan that there are glaring mistakes in the Will which cast a cloud, but these allegations are baseless and irrelevant. Spelling mistakes of the nature flagged in the Will are not unprecedented in wills and in fact, even in the Will dated 19.03.2024 executed by Rani, name of Azarias is misspelt as Azrias. Sunjay's Will was



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made as a template of Rani's Will and consequently, mistakes have inadvertently crept in. It is a settled law that typographical errors in the Will do not undermine the credibility of the Will. [*Ref.: Sanjay Kalra v. State, 2025 SCC OnLine Del 3820 and Priya Jain v. State and Others, 2025 SCC OnLine Del 5520*].

48. The chain of custody of the Will dated 21.03.2025 is over emphasized by Samaira and Kiaan to falsely urge that the Will is forged and fabricated. Will was executed on 21.03.2025 but was scanned on 24.03.2025 for the simple reason that 21st was a Friday and scanning was done on the following Monday i.e. the next working day. Plaintiffs also seek to doubt the authenticity of the Will, owing to its custody with Priya since 01.04.2025. This can have no bearing on the genuineness of the document and it is clear from the documents that Dinesh had messaged in the WhatsApp group on 24.03.2025 that he will hand over the original in the next meeting, which was on 01.04.2025 and where the original was handed over to Sunjay and Priya. The initial stand taken by Shradha that original Will was handed over to her by Dinesh is merely an error for which an application has been filed under Order VI Rule 17 CPC for amendment. The correct position is that original Will was handed over to Shradha by Priya on 24.06.2025 when Shradha visited her house and this stands acknowledged in the e-mail dated 24.06.2025 sent by Shradha to Dinesh and Priya.

49. It is wrong to level allegations against the attesting witnesses. Both witnesses were employed in AIPL during the lifetime of Sunjay and in particular, association of Dinesh in companies owned by Kapur Family dates back to 1998 and he was also a trusted employee of Surinder. Dinesh's position in AIPL has been of Chief Financial Officer and Director since April, 2022. He is a renowned Chartered Accountant with experience of



more than 29 years and has been a witness to various key family documents. Nitin joined Raghuvanshi Investment Private Limited ('RIPL') in May, 2022 during lifetime of Sunjay as a Company Secretary with designation of General Manager, Legal and CS. He was later promoted as Assistant Vice President, Legal in RIPL during lifetime of Sunjay. In fact, Nitin was appointed as Additional Director of AIPL on 02.08.2025, without any remuneration and does not receive sitting fees as Director. Pertinently, Nitin has been a Director in other companies under the Trust since 2022, which are BRS Finance Investment Private Limited, Pune Heat Treat Private Limited and Osborne Sports and Nutrition Private Limited. All these positions of directorship were offered to him during lifetime of Sunjay. It is relevant that first witness of the Will of Surinder was the then Company Secretary and even Sunjay has chosen a Company Secretary as a witness. There is nothing on record to substantiate that any unnatural benefits have been bestowed on the witnesses, so as to cast a cloud on the Will on this basis.

50. It is wrong to contend that affidavits filed by Priya and witnesses are non-compliant with Section 63(4)(c) of BSA. The affidavits contain a clear deposition that digital record has been taken from device/digital record source i.e., laptop. Notably, affidavits filed by Samaira and Kiaan along with the plaint in support of WhatsApp chats are identical inasmuch as they also only refer to a laptop/computer operated by Karisma *albeit* several chats of Samaira and Kiaan have also been filed. In any event, at this stage of proceedings, defects in the affidavits, if any, are curable.

51. There is nothing unnatural in excluding Rani from the Will inasmuch as Sunjay would never have anticipated pre-deceasing his 79 year old mother and even otherwise, Rani was well taken care of by both Sunjay and



Priya as also her two daughters. The allegation that assets have been concealed by Priya is unfounded and merely speculative, not supported by any documentary evidence. Rani has failed to place on record a single document evidencing ownership of undisclosed personal assets of Sunjay. Mere photographs showing watches or paintings in the background do not establish Sunjay's personal ownership, more so, when such items may have belonged to the corporate entities and present proceedings concern only personal estate of Sunjay and not corporate assets. The claim by Rani that Sunjay was receiving Rs. 60 crores as a salary, is misleading. He received Rs.10 crores as Director remuneration and a one-time bonus of Rs.50 crores, which is duly supported by Board Resolution. After statutory deductions, Rs. 36.5 crores remained of which Rs. 28.5 crores was utilized during his lifetime for acquisition of disclosed immovable assets in UK. The personal spendings/earnings of Sunjay during his lifetime have no bearing on this case and cannot be questioned. Much was argued on the Rolex watches and its concealment in the List of Assets. The allegation is based on screenshots from a fake Instagram account that does not belong to Sunjay and this fact is well known to Rani. All bank accounts and fund position, post-demise of Sunjay, have been fully disclosed by Priya in a sealed cover in the List of Assets. Funds from two bank accounts were lawfully transmitted to Priya being a nominee and no one can claim a right over transactions carried out by Sunjay during his lifetime. The two bank accounts referred to by Rani had zero balance since their inception, which is evidenced by the banking records.

52. The assertion by Rani that Sunjay held 6.5% shareholding in Sona Comstar is factually incorrect since he held 6.5% in AIPL, which translated to approximately 2.18% indirect shareholding in Sona Comstar and these



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shares have lawfully devolved on Priya. The claim that Priya was removed as Director due to marital discord is demonstrably false. She voluntarily resigned from AIPL and was simultaneously appointed President of the operations of RIPL, which is another group company. Parallel corporate restructuring involving both spouses occurred in 2023, negating any suggestion of marital discord, which is further disproved by public records, travel history and social media posts. Nomination of Priya as the sole nominee of all bank accounts and the DEMAT account are in line with the bequest made in the Will. Had there been any marital discord, Priya would not have remained the sole nominee of Sunjay's accounts during his lifetime. Sunjay applied for Portugal residency for the entire family including Priya's daughter from the earlier marriage and this was only a step towards tax planning since family members were American citizens and Samaira and Kiaan stood to receive substantial benefits under the Trust. In fact, at the behest of Karisma, Sunjay also initiated a conversation on her proposed citizenship application.

53. Priya has placed on record electronic proof of the executed copy of the Will being circulated to Sunjay along with electronic record of his having seen the executed copy. The WhatsApp group on which the copy was circulated, was created by Sunjay as administrator and he was active on the group after such circulation until his demise and the alleged suspicious circumstances are thus only a figment of imagination of Samaira, Kiaan and Rani. Rani continues to receive the same financial support which she did prior to Sunjay's demise, including monthly payment of Rs. 21.5 lakhs. It appears that she has no personal grievance and is under influence of third parties to contest Sunjay's Will and/or every legal action taken by him during his lifetime.



CONTENTIONS ON BEHALF OF DEFENDANT NO.4

54. Shradha is an entrepreneur and runs an automobile company. She has been an independent Director in one of the companies in Sunjay's group of companies. She was appointed as the Executor of Will dated 21.03.2025 left behind by Sunjay and is neither the beneficiary under the Will nor has personal or pecuniary interest in the estate of Sunjay. Her role is limited to acting as an Executor in accordance with law and directions of this Court. Shradha has at all time confined herself to her duties as Executor, ensuring due administration of the estate as per law and is a neutral party, who has acted with complete fairness. Shradha facilitated reading of the Will in the meeting held on 30.07.2025 in presence of Samaira, Kiaan and Karisma and their legal representatives as also Senior Counsels and did not withhold or conceal any fact.

55. The suit as framed is not maintainable. Having knowledge of the Will, Samaira and Kiaan have not sought a declaration regarding invalidity of the Will and it is wrong for them to contend that no declaration is required. Reliance on the judgment in *Venigalla Koteswaramma v. Malampati Suryamba and Others, (2021) 4 SCC 246*, in this context is also misplaced since in the facts of that case, Plaintiff was unaware of the Will, which was propounded for the first time in the written statement. This is more so when the entire argument of suspicious circumstances allegedly surrounding the Will are predicated around the invalidity of the Will. The glaring fallacy of the argument of Samaira and Kiaan is that they emphasize on the suspicious circumstances in the conduct of the Executor, whereas suspicious circumstances that have to be substantiated are in the making and execution of the Will and not the conduct of the Executor, after receiving the Will. **[Ref.: Kavita Kanwar (supra)].** It is a misconceived submission that conduct



of Shradha in reading the Will or exchanging e-mails with Priya or the attesting witnesses casts a shadow of doubt on the genuineness of the Will. The judgments relied upon by Samaira and Kiaan are wholly inapplicable to the instant case. In the said cases, evidence was concluded when the decisions were rendered and more importantly, there was total exclusion of a close relative from the entire inheritance of the deceased. In the present case, Sunjay has given a beneficial interest to Samaira and Kiaan in the Trust, which controls entire group of companies. Samaira and Kiaan have a significant share in the Trust and it is thus not correct to argue that they are totally excluded from inheritance. Even in the Will, it was envisaged that if Priya pre-deceased Sunjay then, personal estate of Sunjay would vest in all children, including Samaira and Kiaan, however, if Sunjay pre-deceased then his personal estate in the Will, will devolve on Priya and moreover, it is not unnatural for a husband to leave his personal wealth to his wife, particularly, when in this case, Samaira and Kiaan are taken care of through the Trust.

56. Samaira and Kiaan have relied on the judgment in *Jaswant Kaur (supra)* for the proposition that normally Executors are not appointed without consent or at least without prior consultation and/or knowledge of the Will being executed. In the said case, the Supreme Court found that the allegation that the first wife had strained relation was not correct and the fact that witnesses were strangers was a suspicious circumstance. Paragraph 20 of the judgment has to be read in this context where the Supreme Court observes that normally the Executor is informed and the word 'normally' cannot be construed to mean that in all cases, Executor must be informed. In any case, one of the Executors in the said case was the father-in-law of the sole beneficiary and none of the Executors entered the witness box, which



was found to be a suspicious circumstance. Sections 229 to 231 of 1925 Act clearly establish the power of the Executor to renounce after the Will is disclosed and this statutory scheme also shows that Executor may not be aware of his/her appointment as an Executor before the Will is disclosed, after the death of the deceased. The observation in *Jaswant Kaur (supra)* has to be read in the context of the facts of the case and does not retract from the statutory framework of 1925 Act. Samaira and Kiaan have failed not only to show *prima facie* case but also failed to establish the balance of convenience and irreparable injury, the trinity test for grant of interlocutory injunction and this is more so when they have a stake in the Trust, which is worth Rs. 2,465 crores.

57. Contentions of Samaira and Kiaan that: (a) on 14.06.2025, Will was e-mailed to Shradha but with Trust Deed as an attachment and not the Will; (b) Shradha did not ask for the Will and Dinesh rectified the error after about one and a half hour by e-mailing the scanned Will; and (c) in e-mail dated 22.08.2025, Karisma took a stand that Shradha was informed of the Will only one day prior to 30.07.2025 and there was no denial to this in reply dated 26.08.2025, are unfounded. On 14.06.2025, Dinesh e-mailed to Shradha intimating that he was enclosing Sunjay's Will and informed her of her appointment as Executor. Shradha immediately pointed out the error and requested for certified copy of the Will, whereafter Dinesh e-mailed a scanned copy on the same day. On 15.06.2025, Shradha sought the original Will, which she received on 24.06.2025 from Priya, who had custody of the original. In e-mail dated 22.08.2025, Karisma wrongly stated that the Will was disclosed on 30.07.2025 and Shradha learnt of it one day prior. This e-mail was sent 22 days after the meeting on 30.07.2025 and was an afterthought. On 26.08.2025, Shradha sent a reply stating that she was the



Executor and copy of the Will could not be provided to non-beneficiaries *albeit* inspection was permissible upon execution of an NDA. E-mail correspondences are not pleadings and cannot be construed as admissions or confessions. Shradha has filed contemporaneous e-mail on record to establish that she had knowledge of the Will from 14.06.2026.

58. The allegations that Shradha's conduct is such that she is acting in collusion with Priya are sought to be substantiated by Samaira and Kiaan through documents such as e-mail dated 15.06.2025, whereby Shradha asked Dinesh for contact details of lawyer who drafted the Will, using inverted commas, allegedly suggesting the Will was fabricated and e-mail dated 24.06.2025, whereby Shradha sought confirmation if Priya had any knowledge of any other Will or instrument executed by Sunjay modifying or superseding the Will. Some of the e-mails exchanged between Shradha and Priya were sent before any formal legal advice was sought by Shradha and e-mails exchanged between non-legal persons cannot be construed to suggest sinister design. In Delhi, probate is not mandatory as can be seen from Section 57 of 1925 Act and thus no steps were taken to seek probate of the Will. [*Ref.: Mahalakshmi Pavani v. UCO Bank and Another, 2023 SCC OnLine Del 7741 and Clarence Pais and Others v. Union of India, (2001) 4 SCC 325*]. In fact, by e-mail dated 15.06.2025, Shradha sought copy of the Will, certified to be true copy by a witness and registered by a Notary, as the same would be required before acting as an Executor and/or to seek legal assistance from the lawyer who drafted the Will. The original Will was given to Shradha on 24.06.2025 by Priya on which date, the former confirmed its receipt and sought information if this was the last Will. Priya confirmed by e-mail dated 25.06.2025 that Will dated 21.03.2025 was the only and last Will of Sunjay, duly witnessed and stated that the same could



be probated. On 08.07.2025, Priya informed Shradha of the funeral related payments and sought advice on the next steps as she was the nominee in the Banks' and DEMAT accounts. Post this, a meeting was held on 30.07.2025 in which the Will was disclosed to all.

59. Shradha permitted Priya to proceed with transferring the Geojit Financial Services Ltd. account as she was the sole nominee and beneficiary under the Will and hence, the transfer was in consonance with the wishes of the deceased. Similarly, even for the Kotak Mahindra Bank account, Priya was the sole nominee and beneficiary under the Will and entitled to deal with the account in the manner she desired. Under law, a nominee is entitled to effect transfer of assets subject to rights of legal heirs. Samaira and Kiaan raised no objection till 22.08.2025, thereby making Shradha believe that there was no challenge to the Will and transfers were valid.

60. The allegations of Samaira and Kiaan that Will was not disclosed to Karisma, Samaira and Kiaan immediately after Sunjay's death and surfaced a month later or that she read out the contents of the Will in a haste and did not provide a copy etc., are baseless. The allegations are even otherwise of no consequence as all these actions are post execution of the Will, *albeit* vehemently denied. Non-furnishing of copy of the Will or seeking execution of NDA cannot be a suspicious circumstance. Shradha has acted *bona fide* and believes the Will to be genuine, particularly, since no party has disputed the signatures appearing on the Will. There is no bar in law that a close friend of a deceased cannot be an Executor of the Will. There is no substance in the argument that being a close friend, Shradha ought to have had prior knowledge of her proposed appointment as an Executor. If prior knowledge was mandatory, Sections 229 to 231 of 1925 Act would not have contemplated a situation where a named Executor refuses to act and the



provision relating to renunciation by an Executor would be redundant. [*Ref.: Rabinder Singh & Others v. State, 2007 SCC OnLine Del 1395*].

61. Heard learned Senior Counsels and counsels for the respective parties and examined their rival submissions.

62. This suit is instituted by Samaira and Kiaan *inter alia* seeking partition of the estate of Sunjay as his Class-I legal heirs on the ground that Sunjay passed away intestate and on his demise being the daughter and son, respectively, they are entitled to 1/5th share each, in the estate of Sunjay. Priya has propounded an unregistered Will dated 21.03.2025 wherein Priya is the sole beneficiary of the personal assets of Sunjay. In law, the onus to prove that the Will was validly executed by Sunjay and is a genuine document, is on Priya. As held in *Niranjan Umeshchandra (supra)*, it is the propounder, who is required to prove that the Testator has signed the Will and had put his signatures out of his own free will with sound disposition of mind and understood the nature and effect thereof. If sufficient evidence in this regard is brought on record the onus of the propounder may be discharged. However, where suspicious circumstances attend the execution of the will, the burden on the propounder becomes substantially heavier and mere proof of signature or attestation is insufficient. In such cases, the propounder must dispel all legitimate suspicions by clear, cogent and satisfactory evidence so as to satisfy the conscience of the Court that the will represents the free and voluntary act of the Testator. In the instant case, Samaira, Kiaan and Rani have questioned the very execution of the Will and flagged circumstances, which according to them are suspicious and hence, the onus on Priya to prove the validity of the Will becomes substantially heavier. In this context, it would be useful to allude to the exposition of law by the Supreme Court in *H. Venkatachala (supra)*, as follows:-



“19. However, there is one important feature which distinguishes wills from other documents. Unlike other documents the will speaks from the death of the testator, and so, when it is propounded or produced before a court, the testator who has already departed the world cannot say whether it is his will or not; and this aspect naturally introduces an element of solemnity in the decision of the question as to whether the document propounded is proved to be the last will and testament of the departed testator. Even so, in dealing with the proof of wills the court will start on the same enquiry as in the case of the proof of documents. The propounder would be called upon to show by satisfactory evidence that the will was signed by the testator, that the testator at the relevant time was in a sound and disposing state of mind, that he understood the nature and effect of the dispositions and put his signature to the document of his own free will. Ordinarily when the evidence adduced in support of the will is disinterested, satisfactory and sufficient to prove the sound and disposing state of the testator's mind and his signature as required by law, courts would be justified in making a finding in favour of the propounder. In other words, the onus on the propounder can be taken to be discharged on proof of the essential facts just indicated.

20. There may, however, be cases in which the execution of the will may be surrounded by suspicious circumstances. The alleged signature of the testator may be very shaky and doubtful and evidence in support of the propounder's case that the signature, in question is the signature of the testator may not remove the doubt created by the appearance of the signature; the condition of the testator's mind may appear to be very feeble and debilitated; and evidence adduced may not succeed in removing the legitimate doubt as to the mental capacity of the testator; the dispositions made in the will may appear to be unnatural, improbable or unfair in the light of relevant circumstances; or, the will may otherwise indicate that the said dispositions may not be the result of the testator's free will and mind. In such cases the court would naturally expect that all legitimate suspicions should be completely removed before the document is accepted as the last will of the testator. The presence of such suspicious circumstances naturally tends to make the initial onus very heavy; and, unless it is satisfactorily discharged, courts would be reluctant to treat the document as the last will of the testator. It is true that, if a caveat is filed alleging the exercise of undue influence, fraud or coercion in respect of the execution of the will propounded, such pleas may have to be proved by the caveators; but, even without such pleas circumstances may raise a doubt as to whether the testator was acting of his own free will in executing the will, and in such circumstances, it would be a part of the initial onus to remove any such legitimate doubts in the matter.

21. Apart from the suspicious circumstances to which we have just referred, in some cases the wills propounded disclose another infirmity. Propounders themselves take a prominent part in the execution of the wills which confer on them substantial benefits. If it is shown that the



propounder has taken a prominent part in the execution of the will and has received substantial benefit under it, that itself is generally treated as a suspicious circumstance attending the execution of the will and the propounder is required to remove the said suspicion by clear and satisfactory evidence. It is in connection with wills that present such suspicious circumstances that decisions of English courts often mention the test of the satisfaction of judicial conscience. It may be that the reference to judicial conscience in this connection is a heritage from similar observations made by ecclesiastical courts in England when they exercised jurisdiction with reference to wills; but any objection to the use of the word “conscience” in this context would, in our opinion, be purely technical and academic, if not pedantic. The test merely emphasizes that, in determining the question as to whether an instrument produced before the court is the last will of the testator, the court is deciding a solemn question and it must be fully satisfied that it had been validly executed by the testator who is no longer alive.

*22. It is obvious that for deciding material questions of fact which arise in applications for probate or in actions on wills, no hard and fast or inflexible rules can be laid down for the appreciation of the evidence. It may, however, be stated generally that a propounder of the will has to prove the due and valid execution of the will and that if there are any suspicious circumstances surrounding the execution of the will the propounder must remove the said suspicions from the mind of the court by cogent and satisfactory evidence. It is hardly necessary to add that the result of the application of these two general and broad principles would always depend upon the facts and circumstances of each case and on the nature and quality of the evidence adduced by the parties. It is quite true that, as observed by Lord Du Parcq in *Harmes v. Hinkson*¹ “where a will is charged with suspicion, the rules enjoin a reasonable scepticism, not an obdurate persistence in disbelief. They do not demand from the Judge, even in circumstances of grave suspicion, a resolute and impenetrable incredulity. He is never required to close his mind to the truth”. It would sound platitudinous to say so, but it is nevertheless true that in discovering truth even in such cases the judicial mind must always be open though vigilant, cautious and circumspect.”*

63. In one of the earliest judgment of the Supreme Court in ***Smt. Jaswant Kaur (supra)***, pertaining to suspicious circumstances, the Supreme Court held as follows:-

“9. In cases where the execution of a will is shrouded in suspicion, its proof ceases to be a simple lis between the plaintiff and the defendant. What, generally, is an adversary proceeding becomes in such cases a matter of the court's conscience and then the true question which arises for consideration is whether the evidence led by the propounder of the will



is such as to satisfy the conscience of the court that the will was duly executed by the testator. It is impossible to reach such satisfaction unless the party which sets up the will offers a cogent and convincing explanation of the suspicious circumstances surrounding the making of the will.”

64. In ***Shivakumar (supra)***, the Supreme Court affirmed that the initial onus to prove the Will lies on the propounder but can be taken to be finally discharged on proof of essential facts that go into the making of the Will and cases in which suspicious circumstances are pleaded by the objector to the Will, stand on different footing and make the onus heavier on the propounder and in which case the propounder must remove all legitimate suspicions before the document can be accepted as the last will of the Testator and it is at this stage that the test of satisfaction of the judicial conscious comes into operation. Court is then required to address itself to the solemn questions as to whether the Testator had signed the Will, being aware of its contents etc. It was also held that a circumstance is ‘suspicious’ when it is not normal or is not normally expected in a normal situation or is not expected of a normal person. In other words, the suspicious features must be real, germane and valid and not merely fantasy of the doubting mind.

65. It is trite that whether any particular circumstance qualifies as suspicious would depend on facts and circumstances of each case and illustratively, some of the judicially recognised suspicious circumstances are: shaky or doubtful signature of the deceased; unnatural and unfair disposition of property; unjust exclusion of legal heirs, particularly, the dependents; active or leading part played in the making of the will by the beneficiary; manner of writing and execution of the will, using words which were doubtful or not expected from the deceased; attesting witnesses are unreliable; the will is unregistered and comes from the custody of the



person, who is the major beneficiary under the will etc.

66. It is equally settled that if the propounder succeeds in removing the suspicious circumstances, Court must give effect to the will even if the will might be unnatural in the sense that it has deprived natural heirs from the benefit of the estate since a will is executed to alter the ordinary mode of succession and by the very nature of things, it is bound to result in either reducing or depriving the share of natural heirs. If a person intends his property to pass to his natural heirs, there is no necessity to execute the will.

[Ref.: *Uma Devi Nambiar and Others v. T.C. Sidhan (Dead)*, (2004) 2 SCC 321 and *P.P.K. Gopalan Nambiar v. P.P.K. Balakrishnan Nambiar and Others*, 1995 Supp (2) SCC 664]. In given facts and circumstances of a case, Courts have accepted wills even though they were unregistered and therefore, to this effect proposition of law propounded on behalf of Priya cannot be debated. **[Ref.: *Ishwardeo Narain Singh v. Kamta Devi and Others*, (1953) 1 SCC 295].** It bears repetition to state that Courts have recognised circumstances such as the will being unregistered and the beneficiary taking substantial part in the will as also unnatural and unfair disposition of the assets, more particularly, where most legal heirs are excluded, as suspicious circumstances, which of course are triable issues. When a cloud is cast on the will, test of judicial conscious comes in and Supreme Court has cautioned that since the will speaks from the death of the Testator, who has departed from the world and is unavailable to state whether he had executed the will or not, Courts must tread cautiously while dealing with the document.

67. Coming to the instant case, suspicious circumstances have been raised by Samaira, Kiaan and Rani in respect of the alleged Will. Therefore, as a propounder of the Will, Priya will have to dispel and remove all legitimate



suspicious circumstances by clear, cogent and satisfactory evidence and satisfy the conscience of the Court that the Will represents the free and voluntary act of Sunjay, before the document is accepted as a will. The suspicious circumstances set up by Samaira, Kiaan and Rani are under three broad heads: (a) unnatural disposition; (b) circumstances obtaining at the pre-execution and execution stage of the alleged Will; and (c) chain of custody of the original Will.

68. Under the first head, succinctly put, it is urged that Sunjay was very close to Samaira, Kiaan and Rani and yet all the three Class-I legal heirs have been completely divested from the estate of Sunjay, which is an unnatural disposition given the bond of love and affection between them. Sunjay had profound and unwavering love and affection for the two children and was actively involved in their education and other co-curricular and development activities. Several vacations were spent together and Sunjay often visited Mumbai and stayed with the children, where all three spent quality time and the WhatsApp chats and photographs placed on record, bear testimony to this fact. Sunjay was also in the process of applying for and obtaining Portuguese citizenship for the family including the Plaintiffs as his dependents for the benefit of seeking tax exemption at the time of inheritance. Sunjay shared a very special bond of love and affection with Rani also and held her in high esteem, revered her deeply and constantly supported her in every way, including emotionally. In fact, on 17.03.2025, when the Will was allegedly modified on the instructions of Sunjay, he was with Kiaan in Goa on a holiday trip and cut short his trip to come back to Rani, who had suffered a fall. It is improbable that Sunjay would disinherit the three, despite sharing a close and enduring bond of love and deep affection.



69. Under the other two heads *inter alia* Samaira, Kiaan and Rani have formulated the following circumstances, which according to them dent Priya's claim that Sunjay desired to deviate from the path of natural succession and has left behind a Will, making her the sole beneficiary:-

- (a) Will was not disclosed till the meeting at Taj Mansingh Hotel on 30.07.2025 and even during the meeting, copy of the Will was not shared;
- (b) Shradha informed everyone present in the meeting that she was made aware of the Will only on 29.07.2025 by Dinesh and Nitin and does not deny this fact in her e-mail dated 26.08.2025 sent in response to Karisma's e-mail dated 22.08.2025;
- (c) Dinesh attaches a Trust Deed with his purported e-mail dated 14.06.2025 instead of copy of the alleged Will for unexplained reason;
- (d) Being the alleged Executor of the Will, Shradha is unaware of the identity of the person who drafted the Will and seeks information on 15.06.2025 from Dinesh, to which there is no response and even after receiving the original Will, does not execute the same;
- (e) It is strange and improbable that Sunjay did not even inform Shradha of the Will executed by him, leave alone consulting her, more so, when she was a close friend of Sunjay for the last 20 years, as urged by Priya;
- (f) Shradha informs Priya vide e-mail dated 24.06.2025 that she was in receipt of the original Will and yet seeks confirmation from Priya whether the Will was registered or probated, especially in



light of paragraph 3 of the alleged Will, wherein Shradha was authorized to pay the expenses that she may incur on execution of the Will and the e-mail is conspicuously silent on who gave the original Will to her and when and where, considering that original Will cannot be sent as an attachment to an e-mail;

- (g) There is glaring contradiction on how the original Will came into custody of Shradha inasmuch as Priya claims that it was she, who handed over the original Will to Shradha at Priya's residence while Shradha claims that the Will was handed over by Dinesh on 24.06.2025, *albeit* she later tries to cover up this stand by filing an amendment application. The initial draft of the Will is stated to have been created on Nitin's device on 10.02.2026 and modified on the same device on 17.03.2025 but Nitin is completely silent in his attesting affidavit as to how the original Will came into Dinesh's possession;
- (h) Will is stated to have been executed and signed by Sunjay on 21.03.2025 at the office of AIPL, Gurgaon in the presence of Dinesh and Nitin, whereafter hard copy was scanned by Nitin and pdf was created on 24.03.2025. At best, Nitin could have attached the copy of the Will for forwarding to Dinesh but there is no material or explanation as to how the hard copy of the original Will came to Dinesh. Dinesh's affidavit is silent on the date and the mode of receiving the original Will as also the identity of the person from whom it was received;
- (i) Neither Sunjay nor Priya were in Gurgaon on the date of execution of the alleged Will and the omission to so state by the attesting



witnesses in their affidavits speaks volumes of forgery committed by Priya in collusion with the alleged witnesses. No material is placed on record to show the presence of Priya and Sunjay in Gurgaon on 21.03.2025;

- (j) Will was allegedly modified on 17.03.2025 at 11:14:54 AM on Nitin's computer device. Admittedly, on the said day Sunjay was in Goa holidaying with Kiaan and came back to Delhi by a 03:00 PM flight on learning that Rani had suffered a fall. It is improbable that on 17.03.2025, Sunjay would suggest modification to a Will which disinherits both Kiaan and Rani, given his love and concern for them as also given the fact that a few days before 17.03.2025, Sunjay was with Samaira in Boston;
- (k) If the story of modification of the Will at the instance of Sunjay is to be believed, it implies that Sunjay had thoroughly read the draft before suggesting changes. Given Sunjay's educational qualifications, his business acumen, command over English language and known reputation for being meticulous in handling documentation, it is hardly open to debate that he would have overlooked glaring errors in the Will, especially those relating to spellings of his son's name Azarias, incorrect identification of Safira as his daughter, wrong address of Samaira and Kiaan's residence, reference to him as 'Testatrix' and 'her' instead of 'Testator' and 'him', missing artwork in the schedule as also incomplete disclosure of his personal assets and also keeping in view that Sunjay had a team of legal advisors and consultants etc., which are clear pointers to the Will being forged;



- (l) Propounder, custodian and sole beneficiary of the Will is Priya and the Will is unregistered and has come from her custody after a significant time gap from the date of its alleged execution;
- (m) Signatures of Sunjay on the Will do not match with his actual signatures even on a bare perusal by naked eye;
- (n) Both the attesting witnesses are interested witnesses and were offered high posts in the concerned firms of Sunjay, soon after his demise; and
- (o) There is no digital footprint of Sunjay in the digital record relied upon by Priya. The early digital trail is based on the screenshots of computer device belonging to Nitin, where initial preparation and modification of the Will is stated to have taken place but there is no input from Sunjay. The digital trail was then shifted to Dinesh's device and finally to prove involvement of Sunjay, reference was made to a WhatsApp group '*Family Group IC*' of which Sunjay, Priya and Dinesh were members. The shift in stand also does not aid Priya as even on this group there is no message from Sunjay and hence, reliance on the 'Blue Ticks' is of no consequence. Strangely, there is no input from Sunjay in connection with the Will, either through e-mail or WhatsApp message and this is evidence of the collusion between Priya, Dinesh and Nitin, whereby they have prepared a document allegedly a Will of Sunjay and forged his signatures on it.

70. Priya has refuted the stand of Samaira, Kiaan and Rani and has taken a position that the Will is a genuine document and expresses the true and the last wish and desire of Sunjay, whereby he has made her the sole beneficiary



of his entire personal estate and emphasized that there is nothing unusual in a husband willing his estate to his wife and historically, this has been the tradition of the family since Sunjay's father had also executed a Will making Rani as the sole beneficiary. All parties have canvassed extensive arguments and counter arguments.

71. The question that arises for consideration in this application is whether the estate of Sunjay requires to be preserved during the pendency of the suit. In my considered view, the answer to the question is in the affirmative. This is a suit for partition of Sunjay's estate filed by two of his Class-I heirs and Rani, who is also a Class-I heir, supports the Plaintiffs. Priya and Azarias are also Class-I heirs and Priya has propounded the alleged Will, wherein she is the sole beneficiary and Samaira, Kiaan and Rani question the Will and have pleaded multiple suspicious circumstances, which as per them shroud the Will. In the ordinary course, if a will is set up and the propounder discharges the onus by proving its due execution, the document can be enforced, however, if objections are raised to the execution of the will and suspicious circumstances are pleaded, the propounder cannot escape the legal obligation of removing the legitimate suspicious circumstances and in such a case, Court must also satisfy its judicial conscious that the will is a genuine document and represents the desire and last wish of the Testator, who is not available to speak the truth. Genuineness of the Will propounded by Priya is now a matter of trial, in light of the plea of suspicious circumstances set forth by Samaira, Kiaan and Rani. Trial will take time and in the meantime, assets of Sunjay should not dissipate. It is therefore, imperative that the assets of Sunjay are preserved, pending disposal of the suit. It needs no reiteration that if the assets are not preserved and Priya fails to prove the validity and genuineness of the alleged



Will at the end of trial, Samaira, Kiaan and Rani would be deprived of their legitimate shares as Class-I heirs.

72. The only other question that needs consideration is whether this Court can exercise jurisdiction over the foreign assets of Sunjay's estate in light of the objections raised by Priya under Section 16 CPC. Rani has strenuously contested this objection relating to the jurisdiction of this Court.

73. Section 16 CPC provides that subject to pecuniary or other limitations prescribed by any law, suits *inter alia* for partition of immovable property shall be instituted in the Court within the local limits of whose jurisdiction the property is situate. Proviso thereto provides that suit relating to immovable property may be instituted either in the Court within the local limits of whose jurisdiction the property is situate or in the Court within the local limits of whose jurisdiction the Defendant actually and voluntarily resides or carries on business or personally works for gain, where the relief sought can be entirely obtained through his personal obedience. There is, however, an Explanation to the Section which provides that 'property' means property situate in India. This issue came up for consideration before the Madras High Court in *M.Y.A.A. Nachiappa Chettiar (supra)*. Court observed that treating the suit as one for partition of immovable property, it would fall directly within Section 16(b) CPC, according to which a suit for partition of immovable property should be instituted in Court within the local limits of whose jurisdiction the property is situate, but the Explanation is important which states that 'property' is property situate in British India (now India). It was further observed that the suit for partition of immovable property outside British India would not be covered by this provision and therefore, to determine the jurisdiction of a Court to entertain a suit for partition of immovable properties outside British India, one must go to well



established rule of private international law.

74. Reference was made by the Madras High Court to Halsbury's Laws of England (Hailsham Edition, Vol. VI page 218), which states that "*The English Courts have, in general, no jurisdiction to determine directly the title to a foreign immovable, nor can they entertain any action which substantially involves the determination of such title.*". Reference was also made to the observations in ***Deschamps v. Miller, [1908] 1 Ch. 856***: "*In my opinion, the general rule is that the Court will not adjudicate on questions relating to the title to or the right to the possession of immovable property out of the jurisdiction.*". Having noted so, the Madras High Court observed that this rule is founded on the general principle that Courts of a country have no jurisdiction over i.e. have no right to adjudicate upon any matter, with regard to which they cannot give an effective judgment. No Nation can execute its judgment against immovable property in the country of another. Moreover, if the Sovereign of a country has, in fact, the power to transfer the ownership or possession of property in that country, it could only be the judgment of his Courts in regard to such property which would be decisive as to the right to such property. Relevant paragraphs of the judgment are as follows:-

"Treating the suit as one for partition of immovable property, it would fall directly within section 16(b) of the Code of Civil Procedure, according to which a suit for the partition of immovable property should be instituted in the Court within the local limits of whose jurisdiction the property is situate. But the explanation is important. It says that in this section "property" means "property situate in British India". The result is that a suit for partition of immovable property outside British India would not be covered by this provision. To determine, therefore, whether the Court of the Subordinate Judge of Devakottah has jurisdiction to entertain this suit in so far as it is, or as it must be deemed to be, for partition of immovable properties in Ceylon, that is, outside British India, one must go to the well-established rules of private international law.

The basic rule appears to us to be undisputed. It is stated thus by Dicey



(Conflict of Laws, Fifth Edition, page 203):

“Subject to the exception hereinafter mentioned, the Court has no jurisdiction to entertain an action for (i) the determination of the title to, any immovable situate out of England (foreign land); or (ii) recovery of damages for trespass to such immovable; or (iii) the administration of a foreign charity under the supervision of the Court or the settlement of a scheme for such a charity.”

In Halsbury's Laws of England (Hailsham Edition, Vol. VI page 218) the rule is stated in the following terms:—

“The English Courts have, in general, no jurisdiction to determine directly the title to a foreign immovable, nor can they entertain any action which substantially involves the determination of such title.”

Parker, J. in Deschamps v. Miller states the rule in similar terms:

“In my opinion, the general rule is that the Court will not adjudicate on questions relating to the title to or the right to the possession of immovable property out of the jurisdiction:”

*This rule is founded on the general principle that the Courts of any country have no jurisdiction over, that is, have no right to adjudicate upon, any matter with regard to which they cannot give an effective judgment. No nation can execute its judgment against immovable property in the country of another. Moreover, if the Sovereign of a country has, in fact, the power to transfer the ownership or possession of property in that country, it could only be the judgment of his Courts in regard to such property which would be decisive as to the right to such property. This rule has been uniformly applied both in England and in India. In *British South Africa Company v. Companhia De Mocambique* it was held by the House of Lords that the Supreme Court of Judicature had no jurisdiction to entertain an action to recover damages for a trespass to land situate abroad even in a case when there was no competent Court in the country in which it was situate. In *re Hawthorne Graham v. Massey* the title to certain, immovable property in Saxony was in dispute between A and B. A sold the property in Saxony, received part of the purchase money and took a mortgage for the balance. Both A and B being in England, an action was brought by B to make A account for the purchase money, but the suit was dismissed for want of jurisdiction. In *Deschamps v. Miller* it was held that the English Court will not adjudicate on a question of title to immovable property situate in Madras. In that case the plaintiff sought to impeach a settlement made by his father of immovable property in Madras.*

*The Judicial Committee in *Nilkanth Balwant v. Vidya Narasinh* held that a Court in the Bombay-Presidency had no jurisdiction to try a suit on a mortgage so far as it related to properties in Kolhapur State, which is outside British India. At page 502 their Lordships say:*



“Inasmuch as the properties in Kolhapur are not within the jurisdiction of any Court in British India, the learned Subordinate Judge of Satara had no jurisdiction to try this suit so far as it related to the mortgaged properties situate in Kolhapur.”

Courts have refused to entertain applications to file an award, which dealt with immovable properties outside British India; vide Krishna Iyer v. Subbarama Iyer and Upendranath Basu v. Het Lal.

Cases of partition are more apposite. The rule in England is stated in Halsbury's Laws of England, First Edition, Vol. XXI, at page 838 thus:

“The Chancery Division has no jurisdiction to order partition of immovable property outside the jurisdiction.”

The early case of Cartwright v. Pettus is considered authority for this rule. In that case the Lord Chancellor refused to direct a partition of lands in Ireland, though the parties were in England. Cheshire in his Private International Law, Second Edition, at page 539, refers to this case as exemplifying the general principle that no action raising the question of the title to foreign immovables can be entertained by an English Court. In Keshav v. Vinayak the plaintiffs filed a suit for a declaration of their title to a third share in what they alleged was joint family property, viz., certain annual allowances from the Government of the Nizam charged on two villages, and to recover their share from the defendants to whom the allowances had been paid. While the plaintiffs alleged that the allowances were joint ancestral property, the defendants contended that they were the exclusive property of their grandfather, to which the plaintiffs' branch had no right. It was held by Parsons and Ranade, JJ. that the District Court of Nasik in which the suit was filed had no jurisdiction to try the suit, because the allowances were in the nature of immovable property and there was a bona fide dispute as to the title to them and that the plaintiffs could not claim a declaration of title, or ask for the refund of the allowances in a British Court, merely because the defendants happened to be residents in British territory. In Krishnaswami v. Venugopala one K filed in 1932 a suit in the Court of the Subordinate Judge of Trichinopoly for recovery of possession of certain properties movable and immovable, or in the alternative for partition of those properties. A large part of the immovable properties was situated in Burma, the others being within the jurisdiction of the Court of the Subordinate Judge of Trichinopoly. On 1st April 1937, when the Government of India Act, 1935, came into operation, Burma ceased to be part of India and a question was raised that the Court of Trichinopoly ceased to have jurisdiction thereafter in respect of the properties situated in Burma, and it was held by Mockett and Kunhiraman, JJ. that the Subordinate Judge of Trichinopoly could continue to pass a decree affecting the properties situated in Burma also, because the right to continue a suit properly filed in a British Indian Court before 1st April 1937 had not been, taken away by the Government of India Act, 1935. But it is clear from the judgment that the decision



would have been just the other way if the suit had been commenced after 1st April 1937, i.e., after Burma had ceased to be part of British India. At page 381 Mockett, J. says:

“It is a basic principle of private international law that no British Court will entertain a suit affecting immovable property in a foreign country, nor will a foreign judgment adjudicating on the title to immovable property within British jurisdiction receive recognition in a British Court.....The decisions of the highest Courts are unanimous.”

Confronted with what certainly appears to be an insuperable obstacle in his way, the learned Counsel for the appellant had to concede that the appellant could not pray for the relief of partition in specie of the immovable properties in Ceylon. He also conceded that the Court could not adjudicate on the title to the immovable properties, or direct delivery of possession of such properties situate in Ceylon.....”

75. The same view was taken earlier by the Bombay High Court in ***Abdullahoy Esoofally Chas (supra)***, where the question that arose before the Court was whether the Bombay High Court could order administration and partition of the properties situated out of India, namely, partly at Sidhpur within the territory of Baroda State and partly in Siam. It was held by the Bombay High Court, after referring to several judicial precedents cited by counsel for Defendant No.1 therein, that Bombay High Court had no jurisdiction to administer immovable property out of British India. Therefore in my *prima facie* view, if part of the properties of the estate of the deceased is outside India, in a suit for partition this Court can exercise jurisdiction only in respect of properties in India and not with respect to those situated outside India.

76. Senior Counsel for Defendant No.3 contested this objection and placed reliance on two judgments as above noted, however, none of these judgments are of any aid. In ***Harshad Chiman (supra)***, the suit was for specific performance of an agreement relating to immovable property by directing Defendant No.1 to execute a Sale Deed in favour of the Plaintiff



and deliver possession. The Supreme Court held that the proviso to Section 16 is based on a well-known maxim '*equity acts in personam*' which means that Courts can grant relief in suits respecting immovable property situate abroad by enforcing their judgment by process in personam i.e., by arrest of the Defendant or by attachment of his property and is an exception to the main part of Section 16. The Supreme Court observed that proviso cannot be interpreted to enlarge the scope of principle provision and since the suit related to specific performance of an agreement of immovable property situated outside Delhi and its possession, it was rightly held by the Trial Court that it had no jurisdiction. It is not understood, how this judgment is relevant to this case and aids Rani.

77. The judgment in *Rohit Kochhar (supra)* is also of no help. The pivotal question before the Supreme Court was whether the relief sought by the Plaintiff in the suit for permanent injunction and specific performance of the contract in connection with commercial property situated in Gurgaon could be entirely obtained through personal obedience of the Defendants. Referring to the judgment in *Harshad Chiman (supra)*, the Supreme Court reiterated that actions against *res* or property should be brought in the forum where the *res* is situate. It was observed that proviso to Section 16 will be applicable to a case where relief sought by the Plaintiff could be obtained through personal obedience of the Defendant, which means that Defendant has not to go out of the jurisdiction of the Court for purpose of grant of relief. Since the property was in Gurgaon, Defendants would require to go out of Delhi to execute the Sale Deed and hence, the proviso will be inapplicable. This judgment nowhere suggests or holds that in a partition suit, Court will have jurisdiction over immovable property situate outside



India and this *prima facie* also emerges from a plain reading of the Explanation to Section 16, which categorically stipulates ‘property’ means property situate in India. Accordingly, the objection raised by Priya is *prima facie* tenable and no injunction can be granted qua the immovable properties, which are part of Sunjay’s estate, situated outside India. It is left open to Samaira, Kiaan and Rani Samaira to take recourse to appropriate remedies in this regard, in accordance with law. However, I am of a *prima facie* view that the bar under Section 16 cannot extend to moveable properties, from a plain reading of the provision itself.

78. Having heard and on examination of the material on record, I am of the considered view that the suspicious circumstances raised by the Plaintiffs cannot be overlooked and Priya will have to completely dispel and remove all legitimate suspicious circumstances and satisfy the judicial conscious of the Court that the document propounded by her is the last Will of Sunjay. Plaintiffs have thus made out a *prima facie* case that the assets which are subject matter of the suit need to be protected from dissipation and preserved, pending disposal of the suit. Balance of convenience also lies in favour of the Plaintiffs and in case the assets in question are not preserved and Priya is not restrained from alienating/transferring/parting with the assets in question, irreparable harm and injury shall be caused to the Plaintiffs. Be it reiterated that in her written submissions, Priya has given some concessions with respect to alienation of some Indian assets and this has been captured in the earlier part of this judgement.

79. Accordingly, this application is partially allowed granting injunction in favour of the Plaintiffs pending disposal of the suit. To balance the



equities and preserve the corpus of the estate the following directions are issued:-

- (a) Priya is restrained from alienating, transferring, pledging, liquidating and/or in any manner, changing the equity shareholdings in the three Indian companies, namely, AIPL, BRS Finance and Investment Company Private Limited and JTEKT India Limited;
- (b) Priya is restrained from withdrawing any money from Employees' Provident Fund, which on the date of filing of the List of Assets had a deposit of Rs.5,22,53,980/-;
- (c) Priya is restrained from alienating, selling, transferring or pledging personal effects of Sunjay enumerated in the List of Assets/Will including watches, jewellery and artworks;
- (d) Priya is restrained from withdrawing and/or transferring or encumbering the money lying in the three bank accounts in the two Indian banks, namely, HDFC Bank and Kotak Mahindra Bank, save and except, to the extent of discharging liabilities towards Samaira and Kiaan under the decree of divorce between Sunjay and Karisma and for which quarterly accounts statement shall be filed on an affidavit in this Court;
- (e) Priya is restrained from withdrawing, transferring or in any manner encumbering the money in the foreign bank accounts, namely, JP Morgan Chase Bank and HSBC UK, as detailed in the List of Assets, without leave of the Court; and
- (f) Priya is restrained from selling and transferring and/or in any manner dealing with the cryptocurrency disclosed in the List of Assets, including moving it to another wallet.



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80. Application stands disposed of in the aforesaid terms with a usual caveat that the observations and findings in the present judgment are only *prima facie* and will not effect the adjudication of the case on merits.

JYOTI SINGH, J.

APRIL 30, 2026/YA