

R.H.
26/11/98

R1
(Shankar Singh)

PLA. No. 58 of 1999

NO. OF 1998

IN THE HIGH COURT AT CALCUTTA
TESTAMENTARY AND INTTESTATE
JURISDICTION

IN THE GOODS OF:

Mr. Justice SISIR KUMAR SEN. Lately
residing at No.B-104, Block-"F", New
Alipore, Calcutta-700 53, outside the
jurisdiction of this Hon'ble court, a Hindu
inhabitant, deceased.

Victor Massey
30/11/98

As per Court's order Maximum
Court fees to be paid Rs. 10,000/-
(Rupees Ten thousand) only.

Sd/-
4.2.99

I

AFFIDAVIT OF ASSETS of Bijan Kumar Sen
and Asok Dasgupta affirmed this 26th day of November
1998

H
4.2.99

Filed on the 8th day of March, 1999

MISS. SUDESHINA BAGCHI Registrar
ADVOCATE
6, OLD POST OFFICE STREET
CALCUTTA - 700 001.

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5000 Rs.



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P.L.A. No. 58 of 1999
-17 $\frac{4}{99}$ In the High Court at Calcutta.
Testamentary and Intestate Jurisdiction.

Probate to the Executors.

Hereby MAKETS known that on the twelfth day of March in the year one thousand nine hundred ninety nine the last will of Mr. Justice Sirin Kumar Sen, lately residing at P-104, Block-"F", New Alipore, Calcutta-700053, ~~outside~~ the jurisdiction of ~~the Honble Court~~ ^{of Orissa} a Hindu inhabitant deceased who as appears from the petition filed herein died at P-104, Block-"F", New Alipore, Calcutta-700053 aforesaid on the twenty seventh day of December in the year one thousand nine hundred ninety six (copy of which will is hereto annexed) was proved and registered before this Court and that administration of the property and creditors of the said deceased and in any way concerning his said will was granted to Bijan Kumar Sen, and Anoo Kumar Das Gupta both residing at P-104, Block-"F", New Alipore, Calcutta-700053 aforesaid the executors

in...

5000 Rs.



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in the said will named with effect throughout the whole of the Union of India they having undertaken to administer the said property and credits and to make a full and true inventory thereof and exhibit the same in his court within six months from the date of issue of his grant or within such further time as the court may from time to time appoint and also to render to his court a true account of the said property and credits within one year from the same date or within such further time as the court may from time to time appoint

Dated at Calcutta aforesaid this *Sembudhi* day of April in the year one thousand nine hundred and ninety nine.

Mrs Sudekha Bagchi, Advocate.

B. L. 17. 4. 99
Registrar
Registrar High Court
1, Colinal Side Calcutta

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PLA NO. 58 OF 1999
IN THE HIGH COURT AT CALCUTTA
TESTAMENTARY AND INTESTATE JURISDICTION

IN THE GOODS OF :
SISIR KUMAR SEN, son of Late Dr. J.K.
Sen of 49, Hanuman Road, New Delhi,
residing at my dwelling house at
P-104, Block 'F', New Alipore, Calcutta.
a Hindu inhabitant, deceased.

P R O B A T E in favour of Bijan
Kumar Sen and Asok Dasgupta issued
on 17th April, 1999.

Miss Sudeshna Bagchi,
Advocate,
6, Old Post Office Street,
Calcutta-700 001.



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5-17 ⁴/₉₉

I, Sisir Kumar Sen, son of late Sr. J. K. Sen of 48, Namam Road, New Delhi, residing at my dwelling house at P. 104B, Block J, New Alipore, Calcutta, in sound mind, made a will on 24.9.94 prescribing the mode of division of my assets on my death. In March 1995 I had a blackout: in the morning, I found myself lying on the floor as I became conscious. In view of my doctor's opinion that this was due to irregular pulse which was stopping occasionally, I thought that it would be better to give away some of my money to my heirs in expectation of death, as I was already suffering from some old age diseases. So I gave away 30 (thirty) lakh rupees to my heirs and family members - sons, sons wives, daughters and grandchildren, 15 in all. I am making this fresh will in respect of my remaining assets and changed circumstances.

My wife died in February 1984; my direct heirs now are my three sons Bijan Kumar, Ranjan Kumar and Satendra Kumar, and my two daughters Manjari married to Sumit Ray and Indrani married to Anok Das Gupta. Sumit Ray died suddenly on 4th September 1996. I appoint my son Bijan Kumar Sen and my son-in-law Anok Das Gupta as Executors of my will. On my death they will take charge of my assets and divide them as directed in the will, and keep an account of the assets given to each heir and legatee; they will allow all heirs to inspect the accounts.

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In case of difference of opinion among the executives, they shall refer the point to my direct heirs whose majority or unanimous decision shall be final.

1) Shares & Securities

1) Reserve Bank Relief Bonds of five lakhs Rupees each carrying tax free interest at 9 per cent shall be given to each heir, as follows:-

Bijam	-	CAO - 01286
Ranjan	-	CAO - 01361
Satyendra	-	CAO - 01362
Manjarni	-	CAO - 01363
Indrani	-	CAO - 01364

2) U.T.I. Cumulative monthly scheme MIP-96 and M.T.P-96 (I.I) for 5000 (five thousand) units each, shall be given as follows:-

Bijam - M.I.P-96 bond dated 27.2.96
Other direct heirs - M.T.P-96 (I.I) bonds dated 27.5.96.

3) U.S. 64 units each of five direct heirs shall have 5000 (five thousand) units as follows:-

Bijam = 1000 units, Certificate dated 24.11.94
1500 units, Certificate dated 4.7.95
2500 units, Certificate dated 8.7.96

Other heirs each: 2500 units, Certificate dated 4.7.95
2500 units, Certificate dated 8.7.96.

4) (Monthly Income Schemes, face value Rs 12000 each, maturing on differing dates, when the holder will receive the capital value with bonus, if any -

Bijam - State Bank of India, Magnum Scheme, MMS 77-91.

Ranjan - U.T.I. Scheme MJS 91 (02)

Manjarni - U.T.I. Scheme MJS 90 (17)

Indrani - U.T.I. Scheme S.H.I.S (B) 92.

Satendra - U.T.I. Scheme MJP (94) (17)

5) Equity Shares

	<u>Dalmia Cement</u>	<u>Onisco Cement</u>	<u>Dunlop India</u>	<u>Nataraj Cements</u>	<u>United Credit</u>
Bijam	400	100	73	NIL	100
Ranjan	400	100	70	NIL	100
Manjarni	360	75	61	NIL	100
Indrani	360	75	60	NIL	100
Satendra	373	51	NIL	96	100

Difference in price of the total shares allotted to each heir should be worked out on the basis of quotations in the market about the time of my death and compensated by cash money. Calcutta Builders started after about 30 years have resumed paying dividends from last year at Rs 50 on a holding of 50 shares at Rs 10 each. Bengal Builders have long stopped paying dividends; but they have property from which shareholders may get some return. Bijam shall hold these shares in his custody. Share certificates of other firms in my box may be destroyed by the executors. There is no chance of any income from them.

11) Cash to be collected by the executor for paying legacies and sharing.

1) Money in Fixed deposits at the State Bank of India, New Alipore. I have four deposits of Rs 120,000, Rs 150,000, Rs 200,000 and Rs 400,000 maturing in March 1957 and July 1957.

2) Money in two current accounts at the State Bank of India, No. 012245 and 012246, and in a Savings Bank account No. 8271 at the United Bank of India, New Alipore branch, and in New Alipore Postal Savings Bank account No. 545336.

3) Money in postal savings bank account No. 20100 at New Alipore Post office. It is a special deposit under national saving scheme, S.S.C.C.A. of the Income Tax Act. I would have to pay tax on the entire deposit if I were to withdraw it, but after my death or executor may withdraw the whole money without being charged any income tax.

4) Life Insurance Policy No. 9000298 for Rs. 5000, wholly paid up; the dues must be collected on my death.

5) National Savings Certificates maturing on 3-6-97, 19-3-98, 18-3-99 and 19-3-2002; Bijan is named as nominee in all of them.

6) M.E.P. 92 (Master Equity Plan, U.T.I. face value Rs 10,000/- maturing in 2002. But cashable on the holder's death if received.

7) Deferred income unit plan Rs 15,000/- invested in 1953, maturity date is 30/09/98; application for repurchase, i.e. sale back to U.T.I. may be made on my death or at maturity, to the Calcutta office of U.T.I.

8) Surplus money received from the Solicitors, Partners and Partners after paying their bill and commission, and from the money held in deposit against the claim of the Land & Development office. New Delhi after paying the amount settled by the Delhi High Court and the expenses of the writ petition.

9) Royalty from books. I published two books Krishna varadar O' Jay Prakhita Jilem ¹⁹⁷² (1100 copies) and (Mahabharata Mool Rahimi) (2200 copies) through Sanskrit, pustak Bhandar, proprietor Sri Shyamapada Bhattacharya, 38, Bidhan Sarani, Calcutta-6 I paid Rs 6000 for the first book and Rs 12,000 for the second. There was no written contract: orally Sri Bhattacharya agreed to pay me 37 1/2 percent of the sale proceeds. It would be necessary to go to his shop after making an appointment for any further share of the sale proceeds. He has paid about Rs. 3700, but some further sum may be had by meeting him as suggested.

My book in English (Quest for the Original Bharat, Ambita and the true Mahabharata Story) was published by the Bharatiya Vidya Bhavan of Bombay. The agreement with Vidya Bhavan being made by Sumit Ray. I paid Rs. 80,000/- as the cost of printing initially assessed; when the book was published, the Bhavan asked for Rs 16,789/- as additional cost. I agreed to the firm's offer that it would pay the same to its printing department, but recover the sum from

the ...

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The Royalty on sale of goods before paying any Royalty at the agreed rate to me. There is an agreement between the Bharam and myself.

113) Legacies

Out of the money collected the following legacies shall be paid :- (1) R.S.V. (Rashtriya Swayam Sevak Sangha) for work in West Bengal - one lakh Rupees (2) Baulman of Dr. Street Das Gupta - one lakh Rupees; (3) Anandamayi MA Portuguese and Hospital Benares. One lakh Rupees; (4) New Alipore Association Building fund - One lakh Rupees; (5) Bengali Senior Secondary School at 22A, Alipore Road, New Delhi-6, One lakh Rupees; (6) My paternal uncles grandsons and grand daughters in North Calcutta Rs 50,000 each; total two and a half lakhs; (7) Amulya's son. Rs. 2000; I have already paid him Rs. 50,000/- for purchase of property in his village and Rs. 5000/- after his wedding; (8) Amulya's son's wife and son - Rs 1000 each; (9) Ganga, newly appointed maid servant Rs 2000/-; (10) Kamla Rs 2000/- (11) Sweeper - Rs 1000/-; (12) Mama, Anson Das Gupta's driver who took me ~~many~~ many times to Bamboo Villa for Income tax and wealth tax cases - Rs 2000/-

IV Debts to be paid by my sons before or when the surplus money is divided :-

Bejam...

Bijam has to repay Rs 20,000 borrowed by him in September 1993; he will receive Rs 1090 paid by him towards the cost of replacing a broken water pipe under the public road; Rs 2000 for taxi fares paid by him for going to lawyers' offices or tax officers in connection with my tax returns and appeals and Rs 5000 which Ranjan received by selling my old car; in all he has to repay Rs 11,920/-.

Ranjan has to repay Rs 1492/- being one quarter's house tax in 1987 payable by each of my sons and which Bijam and Satyem paid. Ranjan was unable to pay in his turn. He will also repay Rs 2250/- which he borrowed for his mother-in-law's funeral and Rs 250 borrowed by him on 7.6.95, the day on which I paid some money by cheque in contemplation of death after a black out; in all he has to repay Rs 3992/-.

Satyem has to repay Rs 3000/- being one half of the price for a new frigidaire for which I had to pay the full price; Rs 375/- for rent of a bank locker from 1987 to 1989, when the locker was used by him and his wife but the rent used to be charged to me; and Rs 7000/- for charges of Kolhari Nursing Home where he had to stay for a while, and Rs 2130 on account of taxi fares to his office which I paid for September to December 1994. Less Rs 5000/- as the price of the old car, total Rs 7505 net.

He

He has to pay a further sum of Rs. 6000/- if he retains the wooden cabinet made a new from my sideboard in the kitchen.

✓ After adjustment of the above debts, the surplus money shall be divided ~~to~~ equally among my five direct heirs.

(V) Sailabala Debi Social Welfare Fund.

I have given ten lakh rupees to Bharat Sevashram Sangha for opening a fund named 'Sailabala Debi Social Welfare Fund' and making a safe investment of the capital so as to earn the best income in dividend or interest and use the income to pay preachers in the tenets of enlightened Hinduism, and help social growth by facilitating blood-donors held up for want of money or social dispute. Bijan and Manjari may occasionally visit the Head office of the Sangha at 211 Rash-bikari Avenue to find out what the Sangha is doing about the matter.

(VI) Furniture and Other Property.

I leave my telephone No. 478-6451 to Bijan who has been paying the bill for several years. Ranjan and Satyam and their family members may use the telephone as needed but not for gossip.

✓ I leave my table typewriter to Satyam with the table on which it rests and an armless chair. He will allow other family members to use the same and keep the machine in order. Other family members using the machine shall contribute towards the cost of repair if the machine goes out of order during their use.

I allot my 3 ft. wide steel almirah with a chamber for valuables, my office table and two office chairs and my dressing table with a cushioned stool to Bijan for the use of his son Sanjan

I allot the almirah containing the big five volume Rigveda, the five volume Atharvaveda, the other books of religious import or classic literature whether in Nagri or Bengali script and also the writings of Sri Aurorinda to Bijan. I hope he will take interest in them after he retires from service. If good college or University for special study of Sanskrit, Vedic and classical literature is started in Calcutta, he may consider giving away some of the books to it, but he must use his own discretion whether the books would be better used by the family.

I also give my Bengali volumes of Bankim Chandra, Ralendra Nath, Satyendra Nath, Dutt, Dinabandhu, Ram Mohan Ray and Jyotir Boy to Bijan. But these books will have to be put into the display showcase, which is allotted to Bijan instead of a second big almirah for books. The books now in the display showcase will have to be fitted into one of the almirahs allotted to Satyendra.

Sanjan is allotted the 3 ft wide steel almirah with arrangement for hanging dresses, and one book almirah for the books which he takes after amicable division with other heirs, particularly Satyendra and Bijan.

Satyendra will have the remaining almirahs with books, including the 4 1/2 ft. wide book-case. He may sell the outdated law books, but retain the 16 volume edition of Central laws and the volume of American Constitution.

Jodhani...

Jodhani will get the ladies' writing table with one cushioned stool.

I allot the full Mahogany almirah, the Mahogany ladies' dressing table and one Mahogany bedstead to Satyendra for Jayashree use. The other Mahogany bedstead is allotted to Bijan.

My direct heirs may by agreement alter the division of furniture mentioned above. Some of my old furniture is already in the possession of my heirs; they will continue in such possession.

My set of Bengali books published by my mother will be taken by Manjarini; Bijan has got a set already.

Bijan will take charge of my parents' coloured and framed pictures and the framed picture of High Court Judges. Other framed and unframed family pictures will be distributed by the executors among those who may desire to keep them.

Manjarini will take back the Philips transistor, the electric heater which I have hardly used and the brown rexine suitcase which she presented to me. Bijan will take back the heavy blanket which he gave me for use in New Delhi. Satyem will get my blue suitcase. I have given a new holdall to Jodhani and a new mosquito curtain to Bijan's wife. I confirm these gifts.

Manjarini and Ruby (Bijan's wife) will divide my unused clothes, bed-sheets, pillow covers and my usable or unused clothes among my sons and son-in-law and grand-children, and give away the rest to charity with intimation to the executors.

VII Dwelling House

After purchasing plot no. P. 10413, Block-S, New Alipore, I had a two storied house built there and occupied the same in May 1952. I also had a separate garage block capable of housing two cars built at the same time. After retiring in 1963, I had the third storey constructed along with some extensions at the back (North-east side) for dressing rooms, bathrooms, verandah, and stairs connecting the main building with the roof of the garage block. In 1991 I received my share of the sale proceeds of my father's house at 48, Hanuman Road, New Delhi, and then thought of constructing flats at the back for my two daughters. I had the plan sanctioned by Calcutta Municipal Corporation in 1993; the plan involved the demolition of the garage block and the extensions at the back which had been made in 1963-64, and the incorporation of the north-east living room of each of the three floors of older building into the new flat flats. Work in accordance with the plan was started in January 1994 and the flats were fit for occupation by the end of the year; my daughters with their families moved into their flats in July 1995. My sons occupy and will continue to occupy the floors that they are occupying: Ranjan of the ground floor, Bijan of the first floor, and Jayemaha of the second floor of the older building less the north-east living room; Manjari of the second floor flat of the new construction and a living room and bathroom on the roof of the older construction; Indrani of...

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of the first floor of the new construction with the ground floor North east living room of the older construction; and both shall be in common possession of the ground floor reception rooms and stairs, and the rooms in the mezzanine floor as separate living rooms and bath rooms and wash and store rooms.

Under the mezzanine floor is the garage space where my sons and daughters will by amicable arrangement keep their cars, and use the space for various function or dates fixed by mutual arrangement.

The Municipal tax payable for all the flats will be shared equally by my five heirs with effect from the first quarter of 1996-97; the assessment will remain in my name during my lifetime. Thereafter my sons and daughters will become full owners of their flats. They will get the flats registered in their separate names and have separate assessments and will pay their separate assessments.

None of the owners of the flats shall be entitled to sell or let out his or her flat without the consent of all the owners so long as any of my direct heirs survive. Each flat owner shall bear the cost of maintenance of his or her flat work like painting or white washing the outer sides of the walls if done by the same mistri shall be shared according to the area belonging to the sons or the daughters; i.e. for work done outside

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The part of the building belonging to the sons, the sons shall be responsible and they will each bear one third of the total cost for which the sons are liable, and the daughters will each bear one - half of the cost for which they are liable.

Dated Calcutta the 10th October 1956.

(Sd/-) Visir Kumar Sen
(Sd/-)

With regards to the signature of the testator.

1. R. Ray
Ramesh Ray
104 B - Block - F.
New Alipore
Calcutta - 700053.
2. Sanjay Kumar Sen.
Sanjay Kumar Sen.
P: 104 B, Block - F.
New Alipore
Calcutta - 700053.

True Copy Carefully Collected this
17th day of April 1999 with the
Original Will remaining in the
Registry of the High Court at -
Calcutta.

PLx
27.4.99
Registrar
High Court
Original Side Calcutta

VII Dwelling House.

After purchasing plot no. P. 104B, Block ^F New Alipore, I had a two storied house built thereon and occupied the same in May 1952; I also had ^{se} separate garage block capable of housing two cars built at the same time. After retiring in 1963, I had the third storey constructed along with some ^{exten} extensions at the back (North-east side) for dressing rooms, bathrooms, verendah, and stairs connecting the main building with the roof of the garage block. In 1991 I received my share of the sale proceeds of my father's house at 48 Hanuman Road, New Selhi, and then thought of constructing flats at the back for my two daughters. I had the plan sanctioned by Calcutta Municipal Corporation in ¹⁹⁹³ ~~1998~~; the plan involved the demolition of the garage block and the extensions at the back which had been made in ¹⁹⁶³⁻⁶⁴ ~~1963-64~~, and the incorporation of the North-east living room of each of the three floors ^{of} older building into the new flats. Work in accordance with the plan was started in January 1994 and the flats were fit for occupation by the end of the year; my daughters with their families moved into their flats in ^{July} 1995. My sons occupy and will continue to occupy the floors that are ^{they} occupying: Ranjan of the ground floor, Bijan of the first floor of the ^{and Subendra of the 2nd floor} older building less the ^{North-east} living rooms; Manjarini of the second floor flat of the new construction and a living room and bathroom on the roof of the older construction; Indrani of the First Floor of the new construction with the ground floor North east living room of the older construction; and both ^{shall be} in common possession of the Ground floor reception rooms and stairs, and the rooms in the mezzanine floor as servants' living rooms and bath room and wash and store rooms.

Under the mezzanine floor is the garage space where my sons and daughters will by amicable arrangement keep their cars, and use the space for various functions on dates fixed by mutual arrangement.

The Municipal tax payable for all the flats will be shared equally by my five heirs with effect from the first quarter of 1996-97; the assessment will remain in my name during my lifetime. Thereafter my sons and daughters will become full owners of their flats; they will get the flats registered in their separate names, and have separate assessments and will pay their ^{respective} separate assessments.

Sin Kumar Sin

None of the owners of the flats shall be entitled to sell or let out his or her flat without the consent of all the other owners so long as any of my direct heirs survive. Each flat owner shall bear the cost of maintenance of his or her flatwork like painting or white-washing the outer sides of the walls if done by the same mistry shall be shared according to the area belonging to the sons or the daughters; i.e. for work done outside the part of the building belonging to the sons, the sons shall be responsible and they will each bear one-third of the total cost for which the sons are liable, and the daughters will each bear one-half of the cost for which they are liable.

Dated Calcutta the 10th October 1996.

Sisir Kumar Sen,

Testator

Witnesses to the signature of the testator

R Ray
1) RANA RAY.
104-B, BLOCK - F
NEW ALIPORE
CALCUTTA 700053

Sanjay Kumar Sen
2) SANJAY KUMAR SEN
P, 104B, BLOCK F,
NEW ALIPORE,
CALCUTTA-700053