

**UTTARAKHAND GRAMIN BANK, PLANNING DEPARTMENT,  
Operational Procedure for Settlement of Claims in respect of Deceased  
Depositors, Safe Deposit Locker, Safe Custody Articles and missing persons**

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## Part I - Introduction

Delays in settlement of claims of the nominee / legal heirs of the deceased depositors by banks cause considerable hardship. Claims by legal heirs / nominee could be in respect of deposits, safe custody articles or contents of lockers. With a view to removing the hardships faced by *Common Person*, the Committee on Procedures and Performance Audit on Public Services (CPPAPS) constituted by the Reserve Bank had suggested that the Reserve Bank of India may issue comprehensive guidelines in the matter and IBA may be asked to draft and circulate a comprehensive model operational procedure, which could be used by banks for settlement of claims of deceased depositors. Accordingly, IBA had formed a Working Group to review the existing procedures being followed by banks for settlement of claims by legal heirs of deceased constituents and to draft a model operational procedure for settlement of claims of deceased depositors.

The legal position is quite clear in the matter of settlement of claims on the death of an individual. In the absence of nomination or clear mandate in respect of a joint account or a will left behind by the deceased depositor, bank is required to pay the stock (balance outstanding) at the time of death of the person to all the legal heirs. Considering the risk involved, bank traditionally used to look for legal representation (in the form of a succession certificate, letter of administration or probate) for settlement of claims. The system of obtaining operational mandates in joint accounts emerged as a banking practice to overcome difficulties in settlement of claims in deceased accounts. Subsequently, the statutes were amended in 1986 to provide for nomination facility in bank deposits, safe deposit lockers and safe custody articles. However, since nomination facility is optional at the discretion of the depositor, problems and difficulties in settlement of claims in the event of death of an individual persist.

Reserve Bank of India vide circular No. DBOD.No.Leg.BC.95 /09.07.005/2004-05 dated 9<sup>th</sup> June, 2005 has issued detailed guidelines for evolving simplified procedure for settlement of claims in respect of deceased depositors. RBI has emphasized the need for simplified procedure for settlement of claims in respect of Safe Deposit Locker / Safe Custody Articles Facility and has advised IBA to formulate Model Operational Procedure (MOP) for the same. Accordingly IBA has prepared MOP for settlement of claims of deceased depositors and return of articles in safe deposit lockers / safe

custody. The MOP is circulated to all member banks by IBA vide their circular no. CE.RB-1/mopsdl/442 dated 22.05.2009.

## **Part II – Guidance to the customers on advantages of Nomination facility / survivorship mandate**

### **Nomination facility**

- Nomination Facility – an ideal tool to mitigate hardships of common persons in settlement of claims in the event of death of the account holder.
- Nomination facility simplifies the procedure for settlement of claims of deceased depositors as bank gets a valid discharge by making payment of the balance outstanding in a depositor's account at the time of his death or delivering contents of locker or articles kept in safe custody to the nominee on identification of nominee and against receipt.
- Nomination is optional for bank customers. It is therefore necessary that nomination facility is popularized and customers are made aware of its advantages while opening a deposit account.
- Branches should inform account holder about the availability of nomination facility, on a voluntary basis. Nomination facility, if availed, would ensure smooth settlement of claim to the nominee.
- It should also be made clear to the depositor(s) that nomination is introduced solely for the purpose of simplifying the procedure for settlement of claims of deceased depositors and nomination facility does not take away the rights of legal heirs on the estate of the deceased. The nominee would be receiving the stock ( amount) from the bank as a trustee of the legal heirs.

### **Survivorship**

- A joint account opened as "Either or Survivor" or "Anyone or Survivors" or "Former or Survivor" or "Latter or Survivor" will permit the surviving account holder(s) to have unimpeded access to the credit balance in the account for withdrawal if one of the co-account holders dies.
- If the mandate of survivorship is given / provided, the survivor(s) can give a valid discharge to the bank in the case of "Either or Survivor" / "Anyone or Survivors" and "Former or Survivor" / "Latter or Survivor" joint accounts.

- In short, payment to survivor(s) can be made in the normal course subject to the only rider that there is no order from a competent court restraining the bank from making such payment.

### **Customer Guidance and Publicity**

IBA's model operational procedure for settlement of claims of deceased depositors has been suggested with a view to removing hardships faced by common persons in settlement of claims of deceased depositors. This document also aims at creating greater awareness amongst depositors about the advantages of availing "nomination" facility offered by bank or giving operational mandates like "Either or Survivor", etc. when accounts are opened in joint names.

Bank shall give wide publicity and provide guidance to deposit account holders on the advantages of the nomination facility and the survivorship clause. It will be highlighted in the publicity material that in the event of the death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder/s, unless there is a survivorship clause.

<b>Part III – Settlement of claims in various types of accounts / Facilities</b>
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**1. Single Account with or without nomination**

**Savings Account / Current Account / Term Deposit account**

**With Nomination:**

The balance outstanding at the time of death of the depositor will be paid to the nominee on verification of his /her identity and proof of death of depositor & against receipt.

**Without Nomination:**

The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of the authority of the legal heirs and proof of death of depositor and original receipt.

**Premature termination of Term Deposit Account**

**With Nomination:**

The nominee will have right to seek premature termination of term deposit account as per terms of contract on verification of his identity and proof of death of depositor.

**Without Nomination:**

Premature termination will be permitted on joint request by all legal heirs (or any of them as mandated by all the legal heirs) as per the terms of the contract on verification of the authority of the legal heirs and proof of death of depositor.

**2. Joint Account with Nomination & joint account without nomination or without survivorship mandate (operated jointly)**

**Savings Account / Current Account / Term Deposit account With Nomination:**

a) In the event of death of one of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder(s)

(or any one of them as mandated by all the legal heirs) on verification of the authority of the legal heirs and proof of the death of the depositor and against receipt.

b) In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositor(s) will be paid to the nominee on verification of his identity and proof of death of depositors & against receipt.

**Without Nomination:**

(a) In the event of death of any of the joint account holder(s), the amount outstanding will be paid jointly to the legal heirs of the deceased account holder (or any one of them as mandated by all the legal heirs) and surviving account holders against their joint claim on verification of the authority of legal heirs and proof of death of depositor.

(b) In the event of death of both/all joint account holders, the balance outstanding will be paid to the legal heir(s) of all the depositors (or any one of them as mandated by all the legal heirs) on verification of authority of the legal heirs and proof of death of the depositors.

**Premature termination of Term Deposit Account**

**With Nomination:**

(a) In the event of death of one of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of the legal heirs and proof of death of depositor.

(b) In the event of death of both / all joint account holder, the nominee will have right to seek premature termination of term deposit account as per the terms of contract on verification of his identity and proof of the death of the depositors.

**Without Nomination**

(a) In the event of death of one of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) of the deceased (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositor.

(b) In the event of death of both / all the joint account holders, premature termination will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

### **3. Joint account with mandate “Either or Survivor” / “Anyone or Survivors” - with or without nomination :**

#### **Savings Account / Current Account / Term Deposit**

##### **With Nomination :**

(a) In the event of death of one of the joint account holders the balance outstanding will be paid jointly to survivor(s) on verification of proof of death of the depositor.

(b) In the event of death of both / all joint account holders the balance outstanding will be paid to the nominee on verification of his identity and proof of death of depositors.

##### **Without Nomination :**

(a) In the event of death of one of the joint account holders the balance outstanding will be paid jointly to survivor(s) on verification of proof of death of the depositor.

(b) In the event of death of both / all the account holders, the balance outstanding will be paid jointly to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of depositors.

#### **(d) Premature termination of Term Deposit Account**

##### **With Nomination :**

(a) In the event of death of one of the joint account holders, premature termination will be permitted to survivor(s) as per the terms of contract on verification of proof of death of depositor.

(b) In the event of death of both / all joint account holders, the nominee will have the right to seek premature termination of term deposit account as per the terms of the contract on verification of his identity and proof of death of depositors.

### **Without Nomination**

(a) In the event of death of one of the joint account holders, premature termination will be permitted to survivor(s) as per the terms of contract on verification of proof of death of depositor.

(b) In the event of death of both / all the account holders, premature termination will be permitted against joint request by all legal heirs of the deceased (or any one of them as mandated by all the legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

### **4. Joint Account with mandate “Former or Survivor” / “Latter or Survivor” - with or without nomination:**

#### **Savings Account / Current Account / Term Deposit**

##### **With Nomination:**

(a) In the event of death of former/latter, the balance outstanding will be paid to survivor on verification of proof of death of depositor

(b) In the event of death of both the depositors the balance outstanding will be paid to the nominee on verification of his identity and proof of death of the depositors.

##### **Without Nomination:**

(a) In the event of death of former / latter as the case may be the balance outstanding will be paid to the survivor on verification of proof of death of the depositor.

(b) In the event of death of both the joint account holders, the balance outstanding will be paid to legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of depositors.



## **Premature termination of Term Deposit Account**

### **With Nomination:**

(a) In the event of death of former/latter, the survivor will have the right to seek premature termination of term deposit account as per the terms of contract on verification of proof of death of the depositor.

(b) In the event of death of both the depositors the nominee will have right to seek premature termination of term deposit account as per the terms of contract on verification of his identity and proof of death of depositors.

### **Without Nomination**

(a) In the event of death of former / latter depositor as the case may be premature termination of the deposit will be allowed against request from surviving depositor as per the terms of the contract on verification of the proof of the death of the depositor.

(b) In the event of death of both the joint account holders, the legal heirs (or any one of them as mandated by all the legal heirs) will have the right to seek premature termination of term deposit account as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

<b>Part IV – Settlement of claims in respect of Safe Deposit Lockers / Safe Custody Articles</b>
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### **Safe Deposit Locker/Safe Custody Articles**

#### **1. Access to the safe deposit lockers / return of safe custody articles to Survivor(s) / Nominee(s) / Legal heir(s)**

**1.1** A similar procedure should be adopted for return of contents of lockers / safe custody articles to Survivor / Nominee / Legal Heirs.

#### **1.2 Access to the safe deposit lockers / return of safe custody articles (with survivor/nominee clause)**

If the sole locker hirer nominates a person, branches should give to such nominee access of the locker and liberty to remove the contents of the locker in the event of the death of the sole locker hirer.

In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates person(s), in the event of death of any of the locker hirers, the branch should give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s) after making inventory as per the procedure given below and recorded in the format as per **Annexure 13**.

In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given over to 'either or survivor', 'anyone or survivor' or 'former or survivor' or according to any other survivorship clause, branches should follow the mandate in the event of the death of one or more of the locker-hirers. However, branches should take the following precautions before handing over the contents:

**(a)** Branch should exercise due care and caution in establishing the identity of the survivor(s) / nominee(s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence;

**(b)** Branches should make diligent effort to find out if there is any order from a competent court restraining the bank from giving access to the locker of the deceased; and

(c) Branches should make it clear to the survivor(s) / nominee(s) that access to locker / safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to him shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

Similar procedure should be followed for return of articles placed in the safe custody of the branches. **Branches should note that the facility of nomination is not available in case of deposit of safe custody articles by more than one person.**

**1.3** Branches should note that since the access given to the survivor(s) / nominee(s), subject to the foregoing conditions, would constitute a full discharge of the bank's liability, insistence on production of legal representation is superfluous and unwarranted and only serves to cause entirely avoidable inconvenience to the survivor(s) / nominee(s) and would, therefore, invite serious supervisory disapproval. In such case, therefore, while giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, the branches should desist from insisting on production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s).

**Application by a nominee, who is a non resident, for taking out of india, articles held in safe deposit locker of the deceased, should be referred to Reserve Bank of India for prior permission.**

**1.4 Access to the safe deposit lockers / return of safe custody articles (without survivor/nominee clause)**

There is an imperative need to avoid inconvenience and undue hardship to legal heir(s) of the locker hirer(s). In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to the legal heirs without insisting on legal representation in certain cases. **As advised by RBI it has been decided to adopt a customer-friendly procedure as follows for giving access to legal heir(s) of the deceased locker hirer.**

1. The heirs should produce the death certificate of the Locker Holder. This should be registered in the books of the branch. The locker should be sealed with the Bank's seal and a note to this effect should be made in all the registers, CBS system as well as in the Locker Card.
2. Legal heirs may be allowed to open the Locker for the limited purpose of taking an inventory of the contents of the Locker.
3. The Locker is to be opened & sealed again only in the presence of the claimant, the claimant's lawyer, the Branch Manager / Officer-in-Charge of the Lockers and the Bank's Lawyer. Where an inventory is to be taken in terms of a court order, it should be done in the presence of (i) the court's representative (ii) the claimants to the contents of the locker held by the deceased renter (III) the valuer and (iv) two officers of the Branch.

4. The locker card should be taken out of the card folder and kept carefully in a separate file.
5. The inventory should be recorded in the format as per Annexure 13 signed by all the persons stated above After making an inventory, care should be taken to redeposit all the contents in the said locker and to seal the locker..
6. The person claiming to be the heir should then obtain a legal representation, such as Letters of administration/Probate from a competent court.
7. A succession certificate does not entitle the holder to receive the contents of the Locker, i.e. cash, ornaments, jewellery. Only shares, securities, Insurance Policies kept in the Locker can be delivered if so mentioned in the succession certificate. The claimant should be advised to obtain Letter of Administration / Probate from the Competent Court to claim the articles kept in the SDV Lockers. Till this formality is completed, the Locker should not be opened again.
8. In case the legal heirs desire the Bank to settle the claim without production of legal representation then a valuation of the articles in the Locker shall be got done through Govt. Valuer at the time of Inventory as aforesaid.
9. The value of the contents of the Locker should be added to the amount of other deposits for the purpose of sanctioning of the deceased claim and same procedure for deposit accounts shall be followed depending upon the value of claim. The contents of locker may then be released after making inventory as per prescribed format and acknowledgement of receipt of articles (Annexure 13).

Similar procedure should be followed by branches for the articles under safe custody.

1.5 Further, in case the nominee(s) / survivor(s) / legal heir(s) wishes to continue with the locker, branches may enter into a fresh contract with nominee(s) / survivor(s) / legal heir(s)/legatees and also adhere to KYC norms in respect of the nominee(s) / legal heir(s). Branches are not required to open sealed/closed packets left with them for safe custody or found in locker while releasing them to the nominee(s) and surviving locker hirers / depositor of safe custody article.

## **1.6. Customer Guidance and Publicity**

### **1.6.1 Benefits of nomination / survivorship clause**

Branches are advised to give wide publicity by providing guidance to locker-hirers / depositors of safe custody articles on the benefits of the nomination facility and the survivorship clause whenever they visit the branch for operation of Safe Deposit Locker

/ safe custody Articles. Branches are advised to put a notice at the Notice Board that in the event of the death of one of the joint account holders, the right to the contents of the locker or the articles under safe custody does not automatically devolve on the surviving joint deposit account holder, unless there is a survivorship clause.

**1.6.2** The policy will be placed on the website of the Bank for giving access of the locker / safe custody articles to the nominee(s) / survivor(s) / Legal Heir(s) of the deceased locker hirer / depositor of the safe custody articles. Further, branches may give a printed copy of the same to the nominee(s) / survivor(s) / Legal Heir(s) whenever a claim is received from them.

**Note: Claim specific actions / steps to be taken for settlement in respect of different accounts / facilities are illustrated in the tabulated form in the Annexure 1.**

**Some clarifications regarding Provisions in Nomination Rules**

**The Banking Companies (Nomination) Rules, 1985 have been framed in terms of Sections 45 ZA to 45 ZF of the Banking Regulation Act, 1949.**

**1. Deposit Accounts**

- (i) Nomination facility is intended only for individuals including a sole proprietary concern.
- (ii) Nomination Rules prescribe specific formats for making nomination, variation in nomination and cancellation of nomination.
- (iii) There cannot be more than one nominee in respect of single / joint deposit account.
- (iv) Branches may allow variation/cancellation of a subsisting nomination by all the surviving depositor(s) acting together. This is also applicable to deposits having operating instructions "Either or Survivor".
- (v) It may be noted that in the case of a joint deposit account the nominee's right arises only after the death of all the depositors.
- (vi) Nomination does not require witnesses except where it is under thumb impression.
- (vii) Payment to nominee should be on verification of his identity and against receipt.
- (viii) In case the depositor gives consent for mentioning the name of nominee on pass book, term deposit receipt, branches may state the name of nominee on pass book or term deposit receipt as per his consent.

<p><b>Part V – Simplification of the process for settlement of claims in deceased depositors' accounts</b></p>
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**I. Documentation**

Application for deceased claim shall contain details of all deposits &SDV locker/Safe custody articles in one or many of the branches of the Bank and shall be submitted in the branch having major portion. The total value of the claim shall be considered for exercising delegated sanctioning powers and only one set of documents shall be obtained. Copies of documents along with sanction should be sent to other branches for payment and record.

**Documents which are required to be submitted along with the claim form:**

1. Proof of death of depositor(s) or hirer(s).
2. Proof of identification of nominee(s)/legal heirs/sureties wherever applicable such as Ration Card, Election ID Card, PAN Card or Passport or any other satisfactory proof of identification acceptable to the bank or a proof of authority of legal heir(s) wherever applicable.

(a) Branch should exercise due care and caution in ascertaining the identity of the survivor(s)/nominee and the fact of death of the account holder, through appropriate documentary evidence;

(b) It should be made clear to the survivor(s)/nominee that he / they would be receiving the payment from the bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to him / them shall not affect the right or claim which any person may have against the survivor(s)/nominee to whom the payment is made.

(c) It may be noted that since payment made to the survivor(s) / nominee, subject to the foregoing conditions, would constitute a full discharge of the bank's liability, insistence on production of legal representation in such cases is superfluous and unwarranted and it would only serve to cause avoidable inconvenience to the survivor(s)/nominee. In such case, therefore, while making payment to the survivor(s)/nominee of the deceased depositor, the branch should not insist on production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee, irrespective of the amount standing to the credit of the deceased account holder.

(d) In case where the deceased depositor had not made any nomination or for the accounts other than those styled as "either or survivor" (such as single or jointly operated accounts), and where no legal representation has been obtained, it has been decided to adopt simplified procedure as given below for repayment to legal heir(s) of the depositor keeping in view the imperative need to avoid inconvenience and undue hardship to the common person.

### **1) Fixing of a minimum threshold limit – (where there is no nomination or survivor clause)**

#### **1.1) Claim up to Rs. 1 lakh**

A Minimum threshold limit at Rs. 1 lakh is being fixed, for the balance in the account of the deceased depositors, ( including value of contents of locker) up to which claims in respect of the deceased depositors would be settled without insisting on production of any documentation other than a letter of indemnity except where there are disputes between legal heirs and all of them do not join in indemnifying or there is a court order restraining the Bank from making payment.

Claim up to a minimum threshold limit of Rs. 1 lakh would be settled on the basis of letter of indemnity along with other papers as given below.

- 1) Application for deceased claim ( Annexure 4 )
- 2) Copy of Death Certificate ( original or attested)
- 3) Proof of identification of legal heirs such as  
Ration Card, Election ID Card, PAN Card or Passport or any  
other satisfactory proof of identification acceptable to the bank
- 4) Letter of Indemnity signed by the claimant & all legal heirs ( Annexure 7 )
- 5) Receipt (Annexure-8 )

#### **1.2) Claim above Rs. 1 lakh to Rs. 25 lakhs -**

**For settlement of claims above the threshold limit of Rs. 1 lakh & up to Rs. 25 lakhs -**

Claims may be settled without production of legal representation such as succession certificate, letters of Administration by obtaining following documents except where there are disputes and all legal heirs do not join in indemnifying the Bank or there is a court order restraining the Bank from making payment or in certain other exceptional

circumstances where the Bank has reasonable doubt, about the genuineness of the claimant/s being the only legal heirs of the deceased depositor.

1. Application for deceased claim ( Annexure 4 )
2. Copy of Death Certificate
3. Proof of identification of legal heirs & proposed sureties wherever applicable such as Ration Card, Election ID Card, PAN Card or Passport or any other satisfactory proof of identification acceptable to the bank
4. Attested consent letter of legal heirs to pay the amount to any one or more of them ( Annexure 5 ) ( to be attested by Gazetted Officer or Executive Magistrate / Notary )
5. Affidavit from claimant ( Annexure 6 )
6. Letter of Indemnity signed by the claimants and all legal heirs with two sureties ( Annexure 7 )

### **1.3) Claim above Rs. 25 lakhs -**

Claim shall be settled only against legal representation such as Letter of Administration, Probate or Succession Certificate.

### **2) Settlement of claims in respect of missing persons**

System that should be followed by branches in case a claim is received from a nominee / legal heirs for settlement of claim in respect of missing person.

The settlement of claims in respect of missing persons would be governed by the provisions of Section 107 / 108 of the Indian Evidence Act, 1872. Section 107 deals with presumption of continuance and Section 108 deals with presumption of death. As per the provisions of Section 108 of the Indian Evidence Act, presumption of death can be raised only after a lapse of seven years from the date of his/her being reported missing. As such, the nominee / legal heirs have to raise an express presumption of death of the subscriber under Section 107/108 of the Indian Evidence Act before a competent court. If the court presumes that he/she is dead, then the claim in respect of a missing person can be settled on the basis of the order from the court.

However, keeping in view the imperative need to avoid inconvenience and undue hardship to the common person, it has been decided to fix a threshold limit of Rs. 50000/- up to which claims in respect of missing persons could be settled without



insisting on production of court order declaring the person dead. Claim up to a threshold limit of Rs. 50000/- can be settled on the basis of submission of following papers by the claimants.

- 1) Application (Annexure 9/10)
- 2) FIR filed with the Police
- 3) Non traceable report issued by police authorities
- 4) Letter of indemnity signed by nominee / all legal heirs.(Annexure11)

The settlement of claim in respect of missing person as mentioned above up to Rs. 50000/- without production of court order shall be restricted only to the claims made by the spouse, children & parents only. **For others and claims above Rs. 50000/-, court order must be insisted upon.**

### **Premature termination of Term Deposit Account**

The rules as applicable to deceased depositor would be made applicable to missing depositor also.

### **II. Time Norms for settlement of claims**

Branch shall settle the claims in respect of deceased depositors and release payments to survivor(s) / nominee in case of accounts with survivor / nominee within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant(s) to the satisfaction of the branch. In the case of accounts without survivor / nominee clause the claim should be settled within 1 month from the date on which the requisite documents have been submitted.

### **III. Competent authority for settlement of claims :**

Keeping in view the objective of settling the claims within a period not exceeding 15 days / 1 month from the receipt of the claim and the risk management policy, monitory limits for different levels of officers for settlement of claims have already been circulated vide **Acctts/4 dt 14.03.13 & 2 dt 3.01.13.**

**IV. Premature termination of Term Deposit Accounts and payment of interest / other issues relating to Term Deposit Account**

**(a)** In the case of term deposits, a clause to the effect that in the event of the death of the depositor(s), premature termination of term deposits would be allowed, should be incorporated in the account opening form. Hence, premature payment can be made to the claimants.

The conditions subject to which such premature withdrawal would be permitted is also specified in the account opening form. Such premature withdrawal would not attract any penal charge.

**(b) Payment of interest in case of term deposit accounts of deceased depositor(s)**

In case of a term deposit standing in the name/s of –

- (1) a deceased individual depositor, or
- (2) two or more joint depositors, where one of the depositors has died, interest shall be paid in the manner indicated below

**(i) on the maturity of the deposit:  
at the contractual rate.**

**(ii) In case of premature withdrawal i.e., in the event of the payment of deposit being claimed before the maturity date :**

The branch will pay interest at applicable rate with reference to the period for which the deposit has remained with the bank without charging penalty.

**(iii) In case of deposit being claimed after the date of maturity :**

In the event of death of the depositor after the date of maturity and the claim is also paid subsequently, then the interest at the savings deposit rate operative on the date of maturity of the term deposit shall be paid for the period from the date of maturity till the date of payment in addition to the contractual rate of interest up to the date of maturity.

**(iv) In case of death of depositor before maturity and deposit being claimed after the date of maturity :**

In the event of death of the depositor before the date of maturity of deposit and amount of deposit is claimed after the date of maturity, then the interest at the contractual rate till the date of maturity & from the date of maturity to the date of payment simple interest at the applicable rate on Term Deposit obtaining on the date of maturity, for the period for which the deposit remained with the bank beyond the date of maturity.

**(c) Splitting of Term Deposit**

On request from the claimant/s, the branch may agree to split the amount of term deposit and issue two or more receipts individually in the names of the claimant/s & it shall not be construed as premature withdrawal of the term deposit, provided the period and aggregate amount of the deposit do not undergo any change.

**V. Treatment of flows in the name of the deceased depositor**

In order to avoid hardship to the survivor(s) / nominee /Legal Heirs of a deposit account, branch shall obtain appropriate agreement / authorization from the survivor(s) / nominee with regard to the treatment of pipeline flows in the name of the deceased account holder. In this regard, branches shall consider adopting either of the following two approaches:

- (i) The bank could be authorized by the survivor(s) / nominee of a deceased account holder to open an account styled as 'Estate of Shri \_\_\_\_\_, the Deceased' where all the pipeline flows in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.

**OR**

- (ii) The bank could be authorized by the survivor(s) / nominee / Legal heirs to return the pipeline flows to the remitter with the remark "Account holder deceased" and to intimate the survivor(s) / nominee / Legal heirs accordingly. The survivor(s) / nominee / legal heirs could then approach the remitter to effect payment through a negotiable instrument or through ECS transfer in the name of the appropriate beneficiary.

Branches shall give both options to the claimants & act according to the option preferred by the claimants. ( This is also included in code of Bank"s commitment to customers. )

**VI)- Policy to be displayed on Web-Site**

The policy document will be placed on the website of the bank

**VII) - Redressal of complaints and grievances**

Depositors having any complaint / grievance with regard to services rendered by the Bank has a right to approach authority(is) designated by the Bank for handling customer complaint / grievances. The details of the internal set up for redressal of complaints / grievances will be displayed in the branch premises. The branch officials shall redress the grievances of the Customer if any. He will provide all required information regarding procedure for lodging the complaint in case complainant is not satisfied with his action. In case the depositor does not get response from the Regional Office within 4 weeks from date of lodging complaint or if he is not satisfied with the response received from the Bank, he has a right to approach the concerned General Manager under whose administrative control the Branch functions., Head Office, 18 New Road, Dehradun or Banking Ombudsman appointed by the Reserve Bank of India.

This policy on deceased claim is subject to review from time to time.

Settlement of claims in various types of accounts /  
Facilities 1. With Nomination

Sr. No.	Nature of Account	Single Depositor	Joint A/c (operated jointly)	Joint A/c (Either or Survivor)	Joint A/c (Former / Latter or Survivor)	Joint A/c (Anyone or Survivors)
A	Savings / Current A/c	Nominee	I. On death of one depositor – Legal Heirs of deceased + survivors  II. On death of all depositors – Nominee	I. On death of one depositor –Survivor  II. On death of both depositors - Nominee	I. On death of Former / Latter – Survivor  II. On death of both depositors Nominee	I. On death of one or more depositor/s – Any of Survivor/s  II. On death of all depositors Nominee
B.	Term Deposit Account	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)
C.	Premature withdrawal of FD	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)

## 2. Without Nomination

<b>Sr. No.</b>	<b>Nature of Account</b>	<b>Single Depositor</b>	<b>Joint A/c (operated jointly)</b>	<b>Joint A/c (Either or Survivor)</b>	<b>Joint A/c (Former / Latter or Survivor)</b>	<b>Joint A/c (Anyone or Survivors)</b>
<b>A</b>	<b>Savings / Current A/c</b>	<b>Legal Heirs or person mandated by them</b>	<b>I. On death of one depositor – Legal Heirs of deceased + survivors  II. On death of all depositors – Legal heirs of all the depositors</b>	<b>Survivor  II. On death of both the depositors – Legal heirs of all the depositors</b>	<b>Survivor  II. On death of both the depositors – Legal heirs of all the depositors</b>	<b>I. On death of one or more depositor/s – Legal Heirs of deceased + survivors  II. On death of all depositors – Legal heirs of all the depositors</b>
<b>B.</b>	<b>Term Deposit Account</b>	<b>- do - (on maturity of deposit)</b>	<b>- do - (on maturity of deposit)</b>	<b>- do - (on maturity of deposit)</b>	<b>- do - (on maturity of deposit)</b>	<b>- do - (on maturity of deposit)</b>
<b>C.</b>	<b>Premature withdrawal of FD</b>	<b>- do - (As per terms of contract)</b>	<b>- do - (As per terms of contract)</b>	<b>- do - (As per terms of contract)</b>	<b>- do - (As per terms of contract)</b>	<b>- do - (As per terms of contract)</b>

### 3. Illustrations on joint accounts

#### A. Joint Deposit Accounts (without nomination)

Deposit Account of	With survivor clause	Without survivor clause
<u>A + B</u> A dies	B can operate/receive	B + Legal heirs of A
Both A + B die	Legal heirs of A + Legal heirs of B	Legal heirs of A + Legal heirs of B
<u>A + B + C</u> A dies	B + C can operate/receive	B + C+ Legal heirs of A
A + B die	C can operate/receive	C + Legal heirs of A + Legal heirs of B
A + B + C die	Legal heirs of all	Legal heirs of all

#### B. Joint Deposit Accounts (with nomination)

Deposit Account of	With survivor clause	Without survivor clause
<u>A + B</u> A dies	B can operate/receive	B + Legal heirs of A
Both A + B die	Nominee	Nominee
<u>A + B + C</u> A dies	B + C can operate/receive	B + C+ Legal heirs of A
A + B die	C can operate/receive	C + Legal heirs of A + Legal heirs of B
A + B + C die	Nominee	Nominee

**Settlement of Claims in respect of Deceased Depositors**  
**Check-list of Documents**

Claims	Document obtained : Yes/No
<b>1. Accounts with Nomination clause:</b>	
<b>(i) Application for Deceased Claim from Nominee/ Guardian of nominee</b>	<b>(Annexure-3)</b>
<b>(ii) Copy of Death Certificate (Verified with original)</b>	
<b>(iii) Identify proof (as defined in Part- V)</b>	
<b>2. Joint Accounts with Either or Survivor clause:</b>	
<b>(i) Application for Deceased Claim from Survivor(s)</b>	<b>(Annexure-3)</b>
<b>(ii) Copy of Death Certificate (Verified with original)</b>	
<b>3. For cases other than Nomination/Joint Accounts with survivor clause: (For amounts up to threshold limit, i.e. up to Rs. 1 lakh.)</b>	
<b>(i) Application for Deceased Claim</b>	<b>(Annexure –4)</b>
<b>(ii) Copy of Death Certificate</b>	
<b>(iii) Identity Proof of the Claimant, Legal heirs &amp; Sureties</b>	
<b>(iv) Letter of Indemnity signed by claimant(s) &amp; all legal heirs</b>	<b>(Annexure –7)</b>



<b>4. For cases other than Nomination/Joint Accounts with survivor clause: (For amounts above Rs.1 lac to 25 lacs)</b>	
<b>(i) Application for Deceased Claim</b>	<b>(Annexure –4)</b>
<b>(ii) Copy of Death Certificate</b>	
<b>(iii) Identity Proof of the Claimant, Legal heirs &amp; Sureties</b>	
<b>(iv) Consent letter</b>	<b>(Annexure 5)</b>
<b>(v) Affidavit from claimant</b>	<b>(Annexure 6)</b>
<b>(vi) Letter of Indemnity signed by claimant(s) &amp; all legal heirs &amp; two sureties</b>	<b>(Annexure –7)</b>
<b>(vii) Receipt</b>	<b>(Annexure –8)</b>
<b>5. For claim cases above Rs. 25 lakhs</b>	
<b>(i) Certified true copy of Legal Representation</b>	
<b>(ii) Identity proof of holder of Legal Representation</b>	

**Annexure - 3**

**Application for Deceased claim**

**(To be used when account has nomination or is a joint account with survivor clause)**

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Branch Manager,  
Uttarakhand Gramin Bank,  
\_\_\_\_\_ Branch

Dear Sir,

Re: Deceased Account

Late Shri/Smt.....

Account No(s).....

I/We advise the demise of Shri/Smt. \_\_\_\_\_ on \_\_\_\_\_ . He/She holds the above account(s) at your branch. The account is in the name(s) of: \_\_\_\_\_

**A. In case of Nomination**

I,.....son/daughter of Shri.....  
.....residing at .....  
..... am

- (i) the registered nominee in the above account(s).
- (ii) the person authorized to receive payment on behalf of Master / Miss ..... who is the nominee in the above account(s) and is a minor as on the date of this claim.

Please settle the balance in the account in the name of the nominee. I/we receive the payment as trustee(s) of the legal heirs of the deceased.

**B. In the case of joint account**

I/We Request you to delete the name of deceased person and continue the account /deposit in my /our name(s) with same mode of operations or to pay the balance amount /amount of deposits to me/us.

I/We submit photocopy of the following document(s) together with originals. Please return the original to us after verification.

Death Certificate issued by \_\_\_\_\_

Identity proof (required in nomination cases) \_\_\_\_\_

Place:

Yours faithfully,

Date:

(Claimant(s))

**Application for Deceased claim**

**(To be used for cases other than Nomination / joint account with survivor clause) UTTARAKHAND GRAMIN BANK**

The Branch Manager  
\_\_\_\_\_Branch

Name of the Applicant/s:

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir,

Ref: Deceased Shri / Smt \_\_\_\_\_

Date of Death

Sub: Claim for payment of amount/s and delivery of securities / articles deposited by the above named deceased with the Bank.

1. I/ we the undersigned, am/are related to the above named deceased account holder \_\_\_\_\_ (specify relation) as shown below and entitled to receive amount/s due and payable by the Bank to the deceased and securities etc. held by the Bank on behalf of the deceased, as specified below:

**Particulars of the accounts of the deceased:**

a) Current a/c no.	Branch	Bal. as on dt.	Balance	Latest status of nomination
b) Saving Bank a/c no.	Branch	Bal. as on dt.	Balance	Latest status of nomination
c) Other dues (please specify)	Branch	Bal. as on dt.	Balance	Latest status of nomination

d) Safe Deposit Locker No: \_\_\_\_\_ Mode of holding

Estimated value of Contents Rs. \_\_\_\_\_

**e) Fixed Deposit: RD / Term Deposit**

Sr. No.	Receipt No.	Date of Deposit	Amount	Due date	Instruction about payment either or survivor etc.	Latest status of nomination
1.						
2.						
3.						
4.						
5.						
		Total Rs.				

Whether any kind of loan availed by deceased applicant : Yes / No

If Yes, give details

I/We hereby apply for payment of amounts dues to and delivery of securities/articles held by the bank on behalf of the deceased account holder as detailed above. I/We am /are agreeable to (1) comply with the Bank's rules in this behalf from time to time, (2) to prove my/our title in the manner required by the Bank and (3) to offer such security / indemnity to the Bank as may be required by them and to keep the Bank safe and indemnified in respect of delivery to such dues, securities / articles, etc.

**2) Personal information in respect of deceased account holder:**

- a) Name of the deceased
- b) Age
- c) Married / Unmarried/Widower
- d) Date of Death

Place of  
death Taluka

Dist

- e) Usual place of residence immediately prior to death

Copy of death certificate issued by \_\_\_\_\_ is enclosed

- f) Personal law by which the deceased was governed

- An extract from Death Register issued by the local authority should accompany this application.

3) Information regarding persons (including applicant) entitled to succeed to the estate of deceased according to the personal law by which the deceased was governed.

Sr. No.	Name	Age	Address	Relationship with the deceased

4) I/We hereby declare

- That the deceased has not made any will nor any other deposition in regard to the property to which this claim related / the deceased had made a will on \_\_\_\_\_ bequeathing the said property to the claimant / has appointed the claimant as executor.
- That neither I nor any other person has applied for probate, letters of administration or succession certificate in regard to the assets left by the deceased.
- That to the best of my knowledge and information the assets left by the deceased is / are not liable for estate duty and I / We have obtained / undertake to obtain requisite certificate from the concerned authorities. I further assure the Bank and declare that in case and estate duty is levied on the assets left by the deceased. I shall be solely responsible for payment of the same.

In case the Bank agrees to pay the dues / deliver the securities, articles, etc. as aforesaid to me without insisting on representation from a competent court we all legal heirs as above agree to execute an indemnity bond signed by us and sureties to be approved by the bank, in that event the names of sureties given below may be considered by the Bank.

This is the state of affairs and the same is true to the best of my belief and information.  
You are requested to do the needful as per your rules.

Yours faithfully,

(Signature of the applicant)

**Information about two sureties proposed ( only in claims above Rs. 1 lakhs.)**

- 1) Full Name:\_\_\_\_\_
- 2) Permanent Address\_\_\_\_\_
- 3) Occupation\_\_\_\_\_
- 4) a)Annual Income from business\_\_\_\_\_
- b) Whether Income Tax Payer Yes/No\_\_\_\_\_ PAN/GNR No.\_\_\_\_\_
- 5) If in Service\_\_\_\_\_
- a) Name of employer\_\_\_\_\_
- b) Post held \_\_\_\_\_
- c) Salary per month Rs.\_\_\_\_\_
- 6) Possessing a house \_\_\_\_\_
- a) House No. & address\_\_\_\_\_
- b) Monthly rent, if any, Rs.\_\_\_\_\_
- c) Present market value Rs.\_\_\_\_\_
- 7) Other assets held if any value Rs. \_\_\_\_\_

- 1) Full Name:\_\_\_\_\_
- 2) Permanent Address\_\_\_\_\_
- 3) Occupation\_\_\_\_\_
- 4) a)Annual Income from business\_\_\_\_\_
- b)Whether Income Tax Payer Yes/No\_\_\_\_\_ PAN/GNR No.\_\_\_\_\_
- 5) If in Service\_\_\_\_\_
- a) Name of employer\_\_\_\_\_
- b) Post held \_\_\_\_\_
- c) Salary per month Rs.\_\_\_\_\_
- 6) Possessing a house \_\_\_\_\_
- a) House No. & address\_\_\_\_\_
- b) Monthly rent, if any, Rs.\_\_\_\_\_
- c) Present market value Rs.\_\_\_\_\_
- 7) Other assets held if any value Rs. \_\_\_\_\_

**Draft of consent letter**

I/We ( 1) Shri/Smt. ....

Age about ..... years, residing at .....

(2) Shri/Smt .....

Age about ..... years, residing at .....

Do hereby state that my/our .....

died on ..... at .....

Leaving behind him the following heirs according to the law by which he was governed.

Sr. No.	Name	Age	Relationship with the Deceased
1			
2			
3			
4			

He has died intestate and as per our knowledge and after search of his records we do not find any will left behind by him. So we declare that we are the only legal heirs entitled to inherit his estate

Shri/Smt. ....

one of the heirs / legatees of the deceased has claimed the moneys and securities standing in the accounts of Shri .....

with Uttarakhand Gramin Bank ..... Branch and I /

We the above named heirs hereby accord our consent to the payment of the said moneys / securities to Shri .....

Signature(s)

To be attested by Gazetted Officer or Executive Magistrate/Notary



**Affidavit from claimant**

**( To be stamped as per Stamp Act and to be executed before Executive Magistrate or Notary )**

I/We \_\_\_\_\_  
age about \_\_\_\_\_ years, residing at \_\_\_\_\_  
and Shri/Smt. \_\_\_\_\_ age about  
\_\_\_\_\_ years, residing at \_\_\_\_\_ do on solemn  
affirmation state that my/our \_\_\_\_\_ expired on  
\_\_\_\_\_ at \_\_\_\_\_

He has left behind him following heirs including me /us according to the law of succession by which he was governed.

	Name	Age	Relation
1.			
2.			
3.			
4.			

\* In case of minor Hindu heirs

\* Being the mother/father I am natural guardian of the said minor heirs.

There are no other heirs than those mentioned above. The deceased has left/has not left any other property other than the one claimed from Uttarakhand Gramin Bank.

He has died intestate and as per our knowledge and after search of his records we do not find any will left behind by him. So we declare that we are the only legal heirs entitled to inherit his estate

No body has claimed any legal representation from any court regarding the estate of the deceased nor has applied for or is required to apply for the same.

Savings Bank Account No.

FDR No.

Dated

Due Date

Recurring Deposit Account No.

Safe Deposit Locker No.

In the name of the deceased is/are with the \_\_\_\_\_ Branch of  
Uttarakhand Gramin Bank and the present balance is /are Rs. \_\_\_\_\_

As the heirs / sole heir, I am / we are claiming the balance amount in the said  
account/articles in SDV Locker in the name of the deceased and all other heirs  
mentioned above have no objection for the same.

This affidavit is made at

\_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Identification

Signature

The contents of this affidavit are explained to the Affiant in the language known to him  
by me.

\*Note: Strike out whatever is not applicable.

**Indemnity format**

**(To be duly stamped as per the Stamp Act applicable to the State)**

**LETTER OF INDEMNITY WITH RESPECT TO PAYMENT OF BALANCE IN THE DECEASED CONSTITUENT'S ACCOUNT WITHOUT PRODUCTION OF LEGAL REPRESENTATION**

To

The Branch Manager,  
Uttarakhand Gramin  
Bank,

..... Branch.

IN CONSIDERATION of your paying or agreeing to pay me/us,

Insert here the      1) \_\_\_\_\_  
Name(s) of all      2) \_\_\_\_\_  
Legal heirs          3) \_\_\_\_\_  
                                 4) \_\_\_\_\_

The sum of Rupees \_\_\_\_\_ standing at the credit of Savings Bank/Current/R.D. Account No. etc. \_\_\_\_\_ with your bank in the name of Shri/Smt./Kum. \_\_\_\_\_

since deceased, without production of Letters of Administration or a Succession Certificate/or Probate to his/her estate or a Certificate from the Controller of Estate Duly to the effect that estate duty has been paid or will be paid or none is due I/we do hereby for myself/ourselves and my/our heirs, legal representatives executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you and your successors and assign against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/or paying me/us the said sum as aforesaid.

SIGNED AND DELIVERED

By the above named on this \_\_\_\_\_  
Day of \_\_\_\_\_ two thousand -----  
\_\_\_\_\_

**SIGNED AND DELIVERED**

by the above named

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

(heirs /claimants of the deceased)

\* In consideration of aforesaid I/We the undersigned sureties do hereby jointly and severally guarantee and undertake to pay to you and your successors and assigns, all the claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/or paying the said sum as aforesaid to the aforesaid executants/payee/indemnifiers under the aforesaid indemnity.

We agree and confirm that the bank shall have the right to claim the amount from us as sureties before all without claiming the amount from the aforesaid executants/payee/indemnifiers and that the liability of each one of us as the sureties shall be that of principal debtors to the bank.

**SIGNED AND DELIVERED**

By the above named on this \_\_\_\_\_  
Day of \_\_\_\_\_ two thousand -----  
\_\_\_\_\_

**SIGNED AND DELIVERED**

by the above named sureties

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

(\* **Strike out if no sureties are to be taken**)

**RECEIPT**

Received with thanks from Uttarakhand gramin Bank \_\_\_\_\_ branch, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Banker's Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of \_\_\_\_\_ in full and final settlement of my/our claim as successor on the balance in \_\_\_\_\_ Account(s) No(s). \_\_\_\_\_ standing in the name of the deceased Shri/Smt/Kum. \_\_\_\_\_ . I/We do not have any other claim from the Bank henceforth.

Place:

Date:



(Signature of all the legal heirs  
@ Over a revenue stamp)

**DECLARATION in case funds are settled in favour of a Minor**

I,----- father and natural guardian of the proceeds of your Banker's Cheque No.----- issued by you in settlement of the balance in account-----number -----will be utilized for the benefit of the minor only.

..... hereby certify that favoring ----- of Late-----

**Application for claim for Missing depositor**

**(To be used when account has nomination or is a joint account with survivor clause)**

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Branch Manager,  
Uttarakhand GraminBank,  
\_\_\_\_\_ Branch

Dear Sir,

Re: Shri/Smt..... Missing  
Account No(s).....

I/We advise that Shri/Smt. \_\_\_\_\_ is missing since \_\_\_\_\_ and not heard of for more than ----- years by those who would naturally have heard of him/her if he had been alive. I/We are the Nominee / joint holder to the deposits of the said missing person. I/We have filed FIR with the Police bearing no.----- On ---I/We have made all efforts to trace the said person however unfortunately he/she could not be found. The Police have also closed the case as not traceable and have issued report to that effect. We enclose the copy of FIR and the report of the Police. I/We therefore claim that he/she is not alive.

He/She holds the above account(s) at your branch. The account(s) is/are in the name of:\_\_\_\_\_.

I/We lodge my/our claim for the balances with accrued interest lying to the credit of the above named missing person. I / we am / are the nominee/joint holder of the above named missing person and lodge my/our claim for payment as per the bank's rules and discretion. The relevant information about the missing person and the nomination joint holders are as under.

C. In case of Nomination

I,.....son/daughter of Shri.....  
.....residing at .....  
..... am

- (iii) the registered nominee in the above account(s).
- (iv) the person authorized to receive payment on behalf of Master / Miss  
..... who is the nominee in the above  
account(s) and is a minor as on the date of this claim.

I/We submit the following documents.

- 1) FIR filed to Police
- 2) Not traceable report issued by police authorities.
- 3) Letter of indemnity signed by all claimants
- 4) Identity proof of nominee

Please settle the balance in the account in the name of the nominee. I/we receive the payment as trustee(s) of the nominee/joint holder of the Missing person.

D. In the case of joint account

I/We Request you to delete the name of Missing person and continue the account in my /our name(s) with same mode of operations.

I/We submit photocopy of the following document(s)

- 1) FIR filed to Police
- 2) Not traceable report issued by police authorities.
- 3) Letter of indemnity signed by all claimants

Place:

Yours faithfully,

Date:

(Claimant(s))

**Application for claim for Missing depositor**

**(To be used for cases other than Nomination / joint account with survivor clause)**

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Branch Manager,  
Uttarakhand Gramin Bank,  
\_\_\_\_\_ Branch

Dear Sir,

Re: Shri/Smt..... Missing  
Account No(s).....

I/We advise that Shri/Smt. \_\_\_\_\_ is missing since \_\_\_\_\_ and not heard of for more than \_\_\_\_\_ years by those who would naturally have heard of him/her if he had been alive. I/We are the legal heirs of the said missing person. I/We have filed FIR with the Police bearing no \_\_\_\_\_ On \_\_\_\_\_. I/we have made all efforts to trace the said person however unfortunately he/she could not be found. The Police have also closed the case as not traceable and have issued report to that effect. We enclose the copy of FIR and the report of the Police. I/We therefore claim that he/she is not alive.

He/She holds the above account(s) at your branch. The account(s) is/are in the name of: \_\_\_\_\_.

I/We lodge my/our claim for the balances with accrued interest lying to the credit of the above named missing person who has not left any will. I / we am / are the legal heirs of the above named missing person and lodge my/our claim for payment as per the bank's rules and discretion. The relevant information about the missing person and the legal heirs are as under.



1 Names in full of the parents of the Missing person

Father: \_\_\_\_\_

Mother: \_\_\_\_\_

2 Religion of the Missing person: \_\_\_\_\_

3 Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand Children. If Hindu Joint Family, the name and address of the Karta and Co-parceners with their respective ages.

	<b>Full Name/Address</b>	<b>Occupation</b>	<b>Relationship with</b>	<b>Age</b>
(i)	_____	_____	_____	_____
(ii)	_____	_____	_____	_____
(iii)	_____	_____	_____	_____
(iv)	_____	_____	_____	_____
(v)	_____	_____	_____	_____
(vi)	_____	_____	_____	_____

4. Name or Names of the Guardian/s of the minor : \_\_\_\_\_

Children of the Depositor

(a) Whether Natural Guardian : \_\_\_\_\_

(b) Whether Guardian appointed by a Court of Law in India. If so, attach a certified copy or duly attested copy of such Order : \_\_\_\_\_

(c) In whose custody the Minor/Minors is / are? : \_\_\_\_\_

5. Claimant/s name/s and address in full :

(I) \_\_\_\_\_

(V) \_\_\_\_\_

(vi) \_\_\_\_\_

I/We submit the following documents.

- 1) FIR filed to Police
- 2) Non traceable report issued by police authorities.
- 3) Letter of indemnity signed by all claimants
- 4) Identity proof of Legal heirs & sureties
- 5) Affidavit

We request you to pay the balance amount lying to the credit of the above named missing person to .....on my/our behalf.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

Place:

Yours faithfully,

**Indemnity format**

**(To be duly stamped as per the Stamp Act applicable to the State)**

**LETTER OF INDEMNITY WITH RESPECT TO PAYMENT OF BALANCE IN THE MISSING CONSTITUENT'S ACCOUNT WITHOUT PRODUCTION OF LEGAL REPRESENTATION**

To

The Branch Manager,  
Uttarakhand Gramin Bank,  
..... Branch.

IN CONSIDERATION of your paying or agreeing to pay me/us,

Insert here the Name(s) Claimants

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

The sum of Rupees \_\_\_\_\_ standing at the credit of Savings Bank/Current/R.D. Account No. etc. \_\_\_\_\_ with your bank in the name of Shri/Smt./Kum. \_\_\_\_\_.

since Missing & not traceable and presumed to be dead , without production of Court Order declaring him dead & without production of Letters of Administration or a Succession Certificate to his/her estate or a Certificate from the Controller of Estate Duly to the effect that estate duly has been paid or will be paid or none is due I/we do hereby for myself/ourselves and my/our heirs, legal representatives executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you and your successors and assign against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/or paying me/us the said sum as aforesaid.

SIGNED AND DELIVERED

By the above named on this \_\_\_\_\_ Day of  
\_\_\_\_\_ two thousand \_\_\_\_\_

SIGNED AND DELIVERED

by the above named

- 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_
- 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

(heirs /claimants of the Missing depositor)

\* In consideration of aforesaid I/We the undersigned sureties do hereby jointly and severally guarantee and undertake to pay to you and your successors and assigns, all the claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/or paying the said sum as aforesaid to the aforesaid executants/payee/indemnifiers under the aforesaid indemnity.

We agree and confirm that the bank shall have the right to claim the amount from us as sureties before all without claiming the amount from the aforesaid executants/payee/indemnifiers and that the liability of each one of us as the sureties shall be that of principal debtors to the bank.

SIGNED AND DELIVERED

By the above named on this \_\_\_\_\_  
Day of \_\_\_\_\_ two thousand -----  
\_\_\_\_\_

SIGNED AND DELIVERED

by the above named sureties

- 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_
- 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

(\* Strike out if no sureties are to be taken)

March 29, 1985

DBOD.No.Leg.BC.38/C.233A-85

**Notification**

In exercise of the powers conferred on the Reserve Bank of India by sub-section (3) of section 45ZC and sub-section (4) of section 45ZE of the Banking Regulation Act, 1949, respectively, the Reserve Bank of India hereby directs that the inventory to be prepared before returning articles left in safe custody and the inventory to be prepared before permitting removal of the contents of a safety locker, shall respectively be in the appropriate Forms as given below.

A. GHOSH  
Deputy Governor

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***Annexure 12***

**Form of Inventory of Contents of  
Safe Deposit Locker Hired from Uttarakhand Gramin Bank**

**(Section 45ZE (4) of the Banking Regulation Act, 1949)**

The following inventory of contents of Safe Deposit Locker No. \_\_\_\_\_ located in the Safe Deposit Vault of \_\_\_\_\_, \_\_\_\_\_ Branch at \_\_\_\_\_.

\* hired by Shri/Smt. \_\_\_\_\_ deceased in his/her sole name.

\* hired by Shri/Smt. (i) \_\_\_\_\_ (deceased)  
(ii) \_\_\_\_\_ Jointly  
(iii) \_\_\_\_\_

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Sr. No.	Description of Articles in Safety Locker	Other Identifying Particulars, if any

For the purpose of inventory, access to the locker was given to the Nominee/and the surviving hirers

who produced the key to the locker by breaking open the locker under his/her/their instructions.

The above inventory was taken in the presence of:

1. Shri/Smt. \_\_\_\_\_ (Nominee)

Address \_\_\_\_\_

\_\_\_\_\_

(Signature)

or

1. Shri/Smt. \_\_\_\_\_ (Nominee)

Address \_\_\_\_\_

\_\_\_\_\_

(Signature)

and

Shri/Smt. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(Signature)

Shri/Smt. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Survivors of  
joint hirers

(Signature)

\* I, Shri/Smt. \_\_\_\_\_ (Nominee)

\* We, Shri Smt. \_\_\_\_\_ (Nominee), Shri/Smt. \_\_\_\_\_ and Shri/Smt. \_\_\_\_\_ the survivors of the joint hirers, hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. \_\_\_\_\_ (Nominee) Shri/Smt. \_\_\_\_\_ (Survivor)

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

Shri/Smt. \_\_\_\_\_ (Survivor)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

(\* Delete whichever is not applicable)

2. Witness(es) with name, address and signature:

**Form of Inventory of articles left in safe custody with banking company**

**(Section 45ZC (3) of the Banking Regulation Act, 1949)**

The following inventory of articles left in safe custody with \_\_\_\_\_ branch, by Shri/Smt. \_\_\_\_\_ (deceased) under an agreement /receipt dated \_\_\_\_\_ was taken on this, \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Sr. No.	Description of Articles in Safe Custody	Other Identifying Particulars, if any

The above inventory was taken in the presence of :1. Shri/Smt.

\_\_\_\_\_ (Nominee) Shri/Smt. \_\_\_\_\_

\_\_\_\_\_ (Appointed on behalf of minor Nominee)

Address \_\_\_\_\_ OR Address \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

I, Shri/Smt. \_\_\_\_\_ (Nominee / appointed on behalf of minor Nominee) hereby acknowledge receipt of the articles comprised and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. \_\_\_\_\_ (Nominee)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

Shri/Smt. \_\_\_\_\_

(Appointed on behalf of minor Nominee)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_



**LEGAL ASPECTS OF SUCCESSION - GENERAL GUIDELINES**

A person is said to have died intestate if he dies without making a valid will as to the properties left behind by him. In India a will is required to be in writing and attested by two witnesses. For proving the validity to a will, it will also be required to be proved that the testator (maker of the will ) was of sound mind when he made the will and that the will was not made under undue influence or coercion, etc. A will can be revoked by a subsequent will or destroying or tearing it off with intent to cancel it. Hence it is only the last will made by the testator which will be operative.

In case of intestate succession i.e. where the deceased has not made any will of his property, the heirs are determined in accordance with the personal law of succession applicable to the deceased such as the Hindu Succession Act in case of Hindus, the Mohamedian personal law in the case of Muslims, the Indian Succession Act in the case of Christians or Parsis, etc.

In the case of testate succession, usually an Executor is appointed as per the will who is to receive and collect the assets of the deceased and distribute them in accordance with the provisions of the will to the specific legatees under the will. Even in case where a person has made a will, but has not included certain items of his estate in the said will by way of a residuary legacy, succession to such excluded property is governed by the law for intestate succession as far as that property is concerned.

Both in the case of intestate and testate succession, Legal Representation can be obtained from a court of competent jurisdiction. Legal Representation includes the grant of certificate under Bombay Regulation VIII of 1827, Administrator General's Certificate, Succession Certificate, Probate of Will, Letters of Administration with or without the will annexed etc. Where the heirs/legatee/Executor has obtained Legal Representation, the Bank gets a valid discharge by payment to the Holder of the grant. For this purpose the Administrator General's Certificate/Succession Certificate/Probate of Will/Letters of Administration should be examined to verify whether the moneys claimed are included in the list of securities etc. If they are not included the claimants should be asked to get the grant suitably amended.

In the case of foreign wills (i.e. made outside India) and of which probate has been granted by a foreign court, it is still necessary to obtain legal representation from a court

of competent jurisdiction in India. Such a grant is termed as an ancillary grant and is usually based on the probate granted by the foreign court.

A Succession Certificate cannot be granted for receiving assets other than "debts and Securities" as defined under the Indian Succession Act. Thus for claiming the contents of a locker, Administrator General's certificate, Probate or Letters of Administration, as the case may be are required. A probate is granted to an Executor appointed under the will and Succession Certificate or Letters of Administration are granted to heirs in the case of intestate succession or to the legatee under a will in the case of testate succession. Even an Executor can apply for a succession certificate if he desires to claim only the "debts and securities". Since the obtaining of legal representation as cited above is a long drawn and expensive process, Bank more often consider settling the claims against an Indemnity Bond from the claimants and relying on other papers.

Where the claim falls squarely into a deceased claims the following broad policies are adopted by the Bank.

1. Where legal representation such as succession certificate, Letters of Administration or Probate has been granted to a particular person or persons in respect of the debts/estate of a deceased person the Bank will get a valid discharge to the extent mentioned therein. It should be noted that where legal representation is granted to a person in respect of the estate of a deceased person and if the deposit is in the joint names of the deceased and other depositors, payment should be made to the legal representative jointly with the surviving depositors, if any. The legal representative stands in the shoes of the deceased person to whose estate he has been granted legal representation and no more. It does not determine the ownership of the funds with the Bank but merely recognizes the right of the person to claim as heir of the deceased.

2. In cases where no legal representation is produced, and no nomination or survivor clause is there, it will have to be ascertained if the persons claiming the monies are the close relatives such as husband/wife and children or father or mother as the case may be. Where the claimants are heirs of the category 'I' under Hindus or under the Indian Succession Act or under the Muslim Law, we generally, settle the claim on the basis of affidavit, consent letters of other heirs, and Indemnity Bond from claimants and two worthy sureties subject to pecuniary limits as per policy.

The Death Certificate required to be produced by the claimant must be an extract of the Registrar of Births and Deaths attached to the Municipal Corporation, Municipality or Grampanchayat or Talathi. A certificate given by the attending doctor or the hospital authorities alone should not be accepted. In cases of accidents etc. the police panchanama and identification papers etc. will also be required.

The claim application form should be scrutinized to see that it has been properly and fully filled in. Often the personal law of succession applicable to the deceased is not stated and this information should be elicited from the claimants.

In case of Muslims the Hanifi/Shia law applicable should be ascertained. In case of a Male Hindu the mother is a class 'I' heir (in priority to the father) which fact is often overlooked. Mother should be included as an heir and if she has predeceased, the affidavit of the claimant should specifically state so.

The claim form as well as the affidavit in support thereof should originate from all or one or more of the heirs and other heirs should give their consent, attested by a Gazetted Officer, for making paying to the claimants. In cases of major heirs, their written consent on plain paper signed before Notary as stated above will be required. Where however some of the heirs are minors, such consent should be given on their behalf by the natural guardian or a guardian appointed by the court. Under Hindu Law the father and on his death the mother is the natural guardian. Under Muslim Law there is a variation in that the Father is the natural guardian and after him the father's father or a guardian appointed by the will of the Father or father's father. Thus, the mother is not a natural guardian in the case of Muslims and in very rare cases do we find that there is a guardian appointed by the will of father or father's father. In such cases where there is no natural guardian or a guardian appointed by the court, we insist that the share falling to the minor should be reinvested in his/her name till the minor attains majority and the interest on the said monies may be paid to the defacto guardian for the maintenance of the minor.

The affidavit should state the correct facts of the case and if the deceased has left properties other than the monies with the Bank the fact should be stated as such.

If the deceased has made a will this fact should also be stated. The procedure to be followed in such cases is given hereafter.

The details of the sureties proposed by the claimant should be clearly given, such as income per month or per annum should be stated. While recommending sureties, it should be noted that the income of the surety in case of salaried persons should be so much as capable of attachment in case we have to take recourse to the sureties. The Rs.1000/- and 2/3rd of the salary above Rs.1000/- are exempt from attachment, this fact should be taken into account while approving the sureties.

The Indemnity Bond should be obtained from all legal heirs and sureties only after the claim has been sanctioned by the competent authority.

3. Where the claimant is a distant relative and it is not possible for the Bank to ascertain whether there may be other distant relatives also who can claim to be the heirs of the deceased depositor, we should insist on the claimant producing legal representation such as letters of administration or succession certificate etc. This condition may be waived where claim amount is below Rs.1.00 lac where the claimant is a sound party known to us.

4 In the case of safe deposit locker, it is usual to open the locker in the presence of the claimant, officers of the Bank and two independent respectable witnesses and an inventory taken of the contents thereof as well as a valuation made of the contents by the Banker's approved Shroff to decide whether to insist of Letters of Administration or Probate or to ascertain the element of risk in allowing access to the locker by the heirs/legatees of the deceased locker holder without legal representation. As stated earlier a succession certificate cannot be granted for the contents of a locker and other legal representations will have to be insisted upon. In the alternative, the claim can be settled against an Indemnity to be given for the value of the contents of the locker.

Where it transpires that there is a dispute between the heirs of the deceased, the Bank should insist on production of legal representation irrespective of amount of claim. In case any other legal problem is faced or any doubts have arisen the legal department at the Regional or Central Office may be consulted in the matter. Since the laws of succession are multifarious any doubts on this count should be got clarified from the Legal Deptt.

Affidavits and Indemnity Bond should be properly stamped in accordance with the State Laws applicable.

Appended herewith are:

1. Order of succession under the Hindu Succession Act.
2. Under the Muslim Sunni Law
3. Under the Indian Succession Act.

ORDER OF SUCCESSION  
(As per Hindu Succession Act)

HINDU includes Buddhists, Sikhs and Jains,

Class I Heirs of a Male Hindu who dies intestate after commencement of the above Act.

Son

Daughter

Widow

Mother

Son of a pre-deceased son

Daughter of a predeceased son

Son of a predeceased daughter

Daughter of a predeceased daughter

Widow of a predeceased son

Son of a predeceased son of a predeceased son

Daughter of a predeceased son of a predeceased son

Widow of a predeceased son of a predeceased son

(These are heirs in Class I of the Schedule, they take SIMULTANEOUSLY and to the exclusion of all other heirs)

Class II Heirs of a Male Hindu

Entry I : Father

Entry II :

Son's daughter's son

Son's daughter's daughter

Brother

Sister

(These heirs specified in Entry II of class II of the Schedule share the property simultaneously and equally and to the exclusion of those specified in the subsequent entries).

Entry III	Entry IV
Daughter's Son's son	Brother's son
Daughter's Son's daughter	Sister's son
Daughter's daughter's daughter	Brother's daughter
Daughter's daughter's son	Sister's daughter

Entry V	Entry VI	Entry VII
Father's father	Father's widow	Father's brother
Father's mother	Brother's widow	Father's sister

Entry VIII	Entry IX
Mother's father	Mother's brother
Mother's mother	Mother's sister

#### HEIRS OF FEMAE HINDU WHO DIES INTESTATE

Entry I:

Son

Daughter

Son of pre-deceased son

Daughter of a pre-deceased son

Daughter of a predeceased son

Son of a predeceased daughter

Daughter of a predeceased daughter

Husband

(These heirs specified in Entry I. They take simultaneously and to the exclusion of those specified in the subsequent entries).

Entry II	Entry III
Heirs of Husband	Mother and Father

Entry IV	Entry V
Heirs of Father	Heirs of Mother

Order of Succession:

The effect of the rules laid down in Sec. 15 is that the property of a female intestate will devolve as summarized in the following propositions.

- 1) The general order of succession laid down in entries I to V applies to all property inherited by her from her father, mother, husband or father-in-law.
- 2) In case of female intestate leaving a son or a daughter or a child of a predeceased son or of a predeceased daughter, that is leaving any issue. All her property, howsoever acquired, devolved on such issue regardless of the source of acquisition of the property and such issue take the property simultaneously; and if the husband of the intestate is alive they take simultaneously with him in accordance with entry I.
- 3) In case of a female intestate dying without issue but leaving her husband, the husband will take all her property, except property inherited by her from her father or mother which will revert to the heirs of the father in existence at the time of her death.
- 4) In case of a female intestate dying without issue, property inherited by her from her husband or father-in-law (the husband being dead) will go to the heirs of the husband and not in accordance with the general order of succession laid down in sub-sec.1.
- 5) In case of female intestate without issue, the property inherited by her from her father or mother will revert to the heirs of the father in existence at the time of her death and not in accordance with the general order of succession laid down in sub-sec.1.

Proposition (3) (4) & (5) above state the special order of succession which is confined only to property acquired by the female intestate from the specified sources. Proposition (2) is the obvious corollary to the statement of law in the whole section.

#### SUNNI (HANAFI - SUBJECT) LAW OF INHERITANCE

- 1) Share Fixed
- 2) Residuary remaining estate: Distant Kindreds only in absence of share & residuaries
- 3) (See Table of Shares)

TABLE OF SHARES

SHARES	NORMAL Of one	SHARE 2 or more (collectively)	Conditions	Special Conditions
1) Father	1/6		When there is a child or child of son h.l.s.	When there is no child h.l.s., inherits as residuary
2) True Grandfather	1/6		When no father and their child h.l.s.	When no father & no child h.l.s. inherits as residuary
3) Husband	¼		When there is a child h.l.s.	½ when no child h.l.s.
4) Wife (wives)	1/8	1/8	-do-	¼ -do-
5) Mother	1/6		When there is a child h.l.s. or 2 or more brothers & sisters	1/3 when no child etc.
6) True Grandmother	1/6	1/6	When no mother but child h.l.s.	
7) Daughter	½	2/3	When no son	With the son she becomes a residuary
8) Son's daughter h.l.s.	½	2/3	When no son, daughter or higher son's son or equal son's son	With equal son's son she takes a residuary
9) Uterine brother	1/6	1/3	When no child h.l.s.	
10) or sister			Father or	



			grandfather	
11) Full sister	½	2/3	When no child h.l.s. father, grandfather or brother	With brothers w\she takes as residuary
12) Consaguine Sister	½	2/3	When no child h.l.s. no father, grandfather no brother, sister or consaguine brother	With consaguine brother she takes as residuary

NB: h.l.s. means How Low Soever

### TABLE OF RESIDUARIES

#### I. Descendents:

- i. Son-daughter takes as a residuary with the son, the son taking twice the share of a daughter
- ii. Son's son h.l.s. – same as above

#### II. Ascendants:

- iii. Father
- iv. True grandfather h.h.s., never in degree excluding the more remote.

#### III. Descendants of Father:

- v. Full brother
- vi. Full sister
- vii. Consaguine brothers
- viii. Consaguine sisters
- ix. Full Brother's son
- x. Consaguine brother's son
- xi. Full brother son's son
- xii. Consaguine brother son's son

#### IV. Descendants of True Grandfather:

- xiii. Full Paternal uncle
- xiv. Consaguine paternal uncle

- xv. Full Paternal uncle's son
- xvi. Consanguine paternal uncle's son
- xvii. Full Paternal uncle's son's son
- xviii. Consanguine paternal uncle's son's son etc.

N.B: h.h.s. : means How High So ever

For more details see Mulla's Mohemedan Law 1968 Edn. From Page 4 and onwards

## **INTESTATE SUCCESSION UNDER THE INDIAN SUCCESSION ACT.**

### Succession to a Parsi on Interstacy

#### a. MALE INTESTATE:

- 1. Widow and children – share of each son and widow to be twice the share of the daughter
- 2. No widow but only children – Son's share to be twice the share of a daughter

- 1) Where one or both parents living in addition to children and/ widow –father shall get  $\frac{1}{2}$  share of a son and mother shall get  $\frac{1}{2}$  share of a daughter

Rule: Share of a predeceased child to devolve on his heirs as if he had died soon after the intestate.

#### b. FEMALE INTESTATE:

- I. Widower and children - all equal shares
- II. Only children but no widower – among children in equal shares
- III. Neither widower nor children – next of kin as per Schedule II Part II
- IV. Where no lineal descendants but widower then on next of kin as per Sch II – Part I.

N.B.: For more details see Sections 50 to 56 of the Indian Succession Act

Rules of succession to persons governed by Indian Succession Act, such as Christians, Jews etc. (other than Parsis)

Rules of Devolution:

S.33: Death of a Wife / Husband

- i. Where there are lineal descendants : widow gets  $\frac{1}{3}$ , lineal descendants take  $\frac{2}{3}$
- ii. Where there are kindreds but no lineal descendants widow gets  $\frac{1}{2}$ , kindreds take  $\frac{1}{2}$ .
- iii. Where there are no kindreds – widow takes entire property