



**POLICY ON SETTLEMENT OF CLAIMS IN RESPECT OF  
DECEASED CUSTOMERS  
(DEATH CLAIM SETTLEMENT)**

**FY 2026 - 2029**

**Version- 1.0**

**Legal Department**

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## Policy Certification

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**Policy on death claim settlement**

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## **POLICY ON SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS** **(DEATH CLAIM SETTLEMENT)**

### **INTRODUCTION**

In the normal course of banking business, the Bank accept deposits, extends credit facilities secured by way of mortgage, pledge or hypothecation of deposit of title deeds and/ or jewels and provides locker and other related services to its customers. Upon the death of a customer, the Bank is duty bound to release / return the moneys or assets in its possession to the lawful nominee(s), survivor(s) or legal heirs of the deceased depositor/ mortgagor/ pledgor without any delay. This provides solace to them and at the same time, enhances the Bank's image and helps strengthen our relationship with the surviving members and makes them feel that Indian Bank is their own Bank.

The nomination facility in deposit accounts, safe deposit lockers and articles in safe custody under the provisions of Sections 45ZA to 45ZF of the Banking Regulation Act, 1949 read with Section 56 of the Act is intended to facilitate expeditious settlement of claims by banks upon the death of a customer and to minimize hardship caused to the family members.

For accounts where nomination is not registered during the life time of the depositor, Bank has been following divergent practices for settlement of death claims. Hence, the Reserve Bank of India (RBI), with an intention to streamline the procedures and standardize the documentation in Death Claim Settlement, issued Directions on 26.09.2025 as – Reserve Bank of India (Settlement of Claims in respect of deceased Customers of Banks) Directions, 2025. These Directions were later withdrawn by RBI vide Circular -Consolidation of Regulations – Withdrawal of circulars dated 28.11.2025 and made part of **Reserve Bank of India (Commercial Banks – Responsible Business Conduct) Directions, 2025 dated 28.11.2025**. Directions issued with an aim to consolidate the various regulatory instructions on customer service and conduct aspects issued by RBI to Commercial Banks in one place.

Since the RBI'S framework on settlement of deceased customer claims primarily addresses deposit accounts and not comprehensively cover securities created in the loan account, where upon the death of an account holder, the Bank is required to return the title deeds and/ or release jewels to the borrower, mortgagor and/ or pledgor, it became imperative to include such cases within the scope of this standalone Policy.

Accordingly, this policy also provides for the release of title deeds and/ or jewels to the nominees(s), survivor(s) or legal heirs of the deceased account holder upon the closure of loan account or otherwise as applicable.

This Policy on Settlement of Claims is in tune with the above RBI Directions dated 28.11.2025.

#### **A. Preamble**

This Policy is issued to provide a harmonized framework and to standardise the documentation for settlement of claims in respect of deposit accounts, safe deposit locker, articles in safe custody of a deceased customer, release of title deeds, release of jewels and to minimise the difficulties faced by the nominees/ survivors/ legal heirs. This Policy will be known as **“Settlement of Claims in respect of Deceased Customers of the Bank” (The Death Claim Settlement Policy)**.

The RBI Direction 2025 dated 28.11.2025 primarily deals with the settlement of claims relating to Deposit accounts, Safe deposit locker and Articles in safe custody of a deceased customer. To ensure a comprehensive Death Claim Settlement Policy and to provide a Ready Reckoner in this segment to the field functionaries and the general public, the settlement of claims in loan accounts - for **Release of title deeds in the name of the deceased mortgagor and Release of Jewels of a deceased Jewel Loan borrower to their legal heirs** – has also been made part of the Death Claim Settlement Policy.

#### **B. Scope of the Policy & Regulatory Reference:**

The Policy on Settlement of Death Claim shall cover the claim settlement function of all the Branches Pan India.

This Policy is in tune with the Directions issued by the Reserve Bank of India on “**Settlement of Claims in respect of Deceased Customers of Banks**” which is part of Reserve Bank of India (Commercial Banks – Responsible Business Conduct) Directions, 2025 [RBI/DOR/2025-26/170 DOR.MCS.REC. No.89/01-01-032/2025-26] dated 28.11.2025; AND

The Banking Laws (Amendment) Act, 2025 – Amendments in section 45ZA, 45ZC and 45ZF of Banking Regulation Act, 1949

Banking Laws (Amendment) Act, 2025, effective from November 1, 2025, amends on number of person that may be nominated i.e., one or more persons not exceeding four. For depositors’ money, one or more persons not exceeding four may be nominated, either successively or simultaneously to whom the amount of deposit may be returned by the Bank. In case of articles kept in safe custody and safety lockers, one or more persons not exceeding four may be nominated successively (not simultaneously) to whom such articles kept in safe custody may be returned/ give access and liberty to remove the contents of the locker. This simplify and reduces scope of disputes and ensure smoother, faster and more flexible transfer of funds

### **C. Exceptional Cases**

There may be some claims, which cannot be recognised/settled on applying the personal law, as applicable to the claimant(s), but may warrant recognition in part or in whole purely on compassionate grounds and/or other grounds such as necessity etc.

For example, a claim on behalf of a Muslim minor by the mother (where father is dead) who is not the legal guardian or a claim on behalf of a Hindu minor by his brother or sister (where parents are not alive) who is not a legal guardian, may have to be considered purely on compassionate grounds or necessity. Further the amount involved may be small and calling upon the claimants, to produce suitable orders of court may cause hardship and involve heavy expenses. Such cases will have to be considered independently on merits and they may warrant recognition of the claim against indemnity.

Such exceptional cases may be considered on individual merits. If the claim is genuine and the status and circumstances are such that the claimant will be put to real hardship if orders of court are called for in recognising the claim, then it may be recognised against indemnity. In such cases, the indemnity should be given by all the claimants along with two other independent persons of adequate means and known to the bank by executing a deed of indemnity in the prescribed form, duly and properly stamped as prescribed under the Stamp Act as applicable to that State. In drawing up the deed of indemnity, if any doubt or difficulty is felt, reference should be made either to the Legal Department at the Head Office or to the approved lawyer attending to branch’s legal work.

### **D. Effective Date**

The Policy will be in effect from 20<sup>th</sup> March, 2026.

### **E. Exception Clause**

This Policy shall not be applicable in case of Government savings schemes administered by banks such as Senior Citizen Savings Scheme (SCSS), Public Provident Fund (PPF), etc. Settlement of claims in such cases shall be as per the provisions of the respective schemes.

### **F. Definitions**

For the limited purpose of directions in this section, unless the context otherwise requires, the following definitions shall apply:

**(1) ‘Accounts with survivorship clause’** means joint deposit accounts styled as ‘either or survivor’, or ‘anyone or survivor’, or ‘former or survivor’ or ‘latter or survivor’ or any other such clause.

**(2) ‘Apostille’** refers to a certificate that authenticates the origin of a public document (e.g., a birth, marriage or death certificate, a judgment, an extract of a register or a notarial attestation). Apostilles can only be issued for documents issued in one country party to the Apostille Convention and that are to be used in another country which is also a party to the Convention. In India, such attestations are done by Ministry of External Affairs.

**(3) ‘Bank Rate’** means the rate published by Reserve Bank in terms of Section 49 of the Reserve Bank of India Act, 1934.

**(4) 'Customer'** refers to a person who may be a depositor or a locker hirer or has placed articles in safe custody with the Bank.

**(5) 'Depositor'** refers to an individual(s) who has any type of deposit account with the bank such as Savings account, Current account, Term Deposit account etc.

**(6) 'Officially Valid Document'** shall have the same meaning as defined in the Reserve Bank of India (Commercial Banks – Know Your Customer) Directions, 2025.

**(7) Simultaneous Nomination:** Where the nomination is made simultaneously in favour of more than one person, the nomination shall be effective in favour of all such persons in proportion to which it is declared, and the following terms and conditions shall apply, namely: —

- a) the nomination shall not be made in favour of more than four persons;
- b) the nomination shall explicitly state the proportion of amount of deposit in percentage in favour of each nominee;
- c) the nomination shall be made in respect of the whole amount i.e.100% of deposit
- d) if any nominee dies before receiving deposit from the bank, the nomination in respect of such nominee alone shall become ineffective and the amount of deposit purported to be nominated in favour of deceased nominee shall be treated, as if nomination had not been made in respect of that portion of deposit,

and any nomination which does not comply with any of the terms and conditions specified in clauses (a) to (c), shall be invalid, as if nomination had not been made by the depositor or all the depositors together, as the case may be”.

**(8) Successive Nomination:** Where the nomination is made successively in favour of more than one person, the nomination shall be effective only in favour of one person in the order of priority, namely: —

- a) Nomination of the first nominee shall be effective if that nominee survives the person or persons who made the nomination;
- b) Nomination of the second nominee shall become effective only after the death of the first nominee nomination of any nominee lower in the order of nomination shall become effective only after the death of all the nominees whose names are higher in the order of nomination.
- c) Where the order of nomination is not mentioned, persons shall be deemed to have been nominated in the order in which their names appear in the nomination.

**(9) 'Threshold limit'** means the monetary limit of the claim amount prescribed by Reserve Bank of India or adopted by the bank from time to time upto which claims can be settled under the simplified claim settlement process, without insisting on production of bond of surety from third party, subject to compliance of Bank's internal guidelines. The threshold limit of **₹15 lakhs** as stipulated by RBI is adopted by our Bank and the field functionaries shall take note of the same.

This threshold limit is applicable only for settlement of claims with respect to Deposit accounts in the name of the deceased customer and not applicable to claims in Safe Deposit Locker, Articles in Safe Custody and loan accounts (for release to title deeds and jewels) in the name of the deceased mortgagor / JL borrower.

## **G.1 SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS**

### **G.1.1 DEPOSIT ACCOUNTS WITH NOMINEE / SURVIVORSHIP CLAUSE**

A deposit account where a depositor had made nomination in terms of the provisions of the Banking Regulation Act, 1949 or where the account was opened with survivorship clause (“either or survivor”, or “anyone or survivor”, or “former or survivor” or “latter or survivor”), the payment of the outstanding balance upon the death of the depositor(s) to the nominee(s) / survivor(s) shall be considered a valid discharge of bank's liability, provided:

- a) the bank has exercised due care and caution in establishing the identity of the nominee(s) / survivor(s) and the deceased status of the account holder(s) by obtaining appropriate documentary evidence (physical or equivalent e-document);
- b) there is no order from the competent court in the knowledge of the bank, as on the date of settlement / payment, restraining the nominee(s) / survivor(s) from receiving or the bank from making the payment from the account of the deceased depositor(s); and
- c) it has been made clear in writing to the nominee(s) / survivor(s) that they would be receiving the payment from the bank as a trustee of the legal heirs of the deceased depositor(s), i.e., such payment to them shall not affect the right or claim which any person may have against the nominee(s) / survivor(s) to the extent of the payment made to them.
- d) In the case of a joint deposit account with or without survivorship clause, the nominee's right arises only after the death of all the depositors.
- e) In a joint deposit account, when one of the joint account holders dies, the Bank is required to make payment jointly to the legal heirs of the deceased person and the surviving depositor(s). However, if the joint account holders had given mandate for disposal of the balance in the account in the forms such as "Either or Survivor, Former or Survivor, Anyone of Survivors or Survivor etc." the payment will be made as per the mandate to avoid delays in production of legal papers by the heirs of the deceased.

Option of both the Successive & Simultaneous Nomination facility shall be available. The nomination by the depositor, or as the case may be, all the depositors together, in respect of a deposit held by a banking company to the credit of one or more individuals, may be made in favour of one or more individuals, but not exceeding four, either successively or simultaneously.

- **Articles kept in Safe Custody** – Only Successive Nomination facility shall be available. The nomination to be made by an individual in respect of articles left in safe custody with a banking company shall be in favour of one or more individuals not exceeding four, successively.
- **Safety Lockers (Safe Deposit Locker)** - Only Successive Nomination facility shall be available. The nomination to be made by an individual or as the case may be, all the individuals together, who hire a locker whether such locker is located in the safe deposit vault of banking company or elsewhere, shall be in favour of one or more individuals not exceeding four, successively

Payment made to the nominee(s) / survivor(s), subject to the foregoing conditions, shall constitute a full and valid discharge of the bank's liability. Therefore, in such cases, **while making payment to the nominee(s) / survivor(s) of the deceased depositor(s), the bank shall not insist on production of legal documents such as Succession Certificate, Letter of Administration, Probate of Will, etc., or seek any bond of indemnity / surety from the nominee(s) / survivor(s) / third-party, irrespective of the amount standing to the credit of the deceased account holder(s).**

The bank shall require submission of the following documents in such cases:

- (1) Claim form, as given in Annex A, duly signed by the nominee(s) / survivor(s);
- (2) Death certificate of the deceased depositor(s); and
- (3) Officially Valid Document of the nominee / survivor towards verifying her / his identity and address.

## **G.1.2 DEPOSIT ACCOUNTS WITHOUT NOMINEE / SURVIVORSHIP CLAUSE**

### **G.1.2.1 SIMPLIFIED PROCEDURE**

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 keeping in view of the imperative need to avoid inconvenience and undue hardship to the legal heir(s) / claimant(s), bank shall follow a simplified procedure for settlement of claims in respect of deposit accounts where the aggregate amount payable, including accrued interest, as on the date of the application is less than the threshold limit of ₹.15 Lakhs, provided

- (1) a deceased depositor(s) had not made any nomination or in case of a joint account, the account was without nominee / survivorship clause,
- (2) there is no Will left behind by the deceased depositor(s),
- (3) there is no contesting claim, and
- (4) there is no order from a competent court in the knowledge of the bank, restraining the claimant(s) from receiving nor the bank from making the payment.

#### **G.1.2.1.1 CLAIM AMOUNT UP TO THE THRESHOLD LIMIT**

Bank shall settle the claim up to the threshold limit of ₹.15 Lakhs based on:

- (1) Claim form, as given in Annex B, duly filled in and signed by the claimant(s) other than those who have signed the letter of disclaimer/ no objection;
  - (2) Death certificate of the deceased depositor(s);
  - (3) Officially Valid Document of the claimant(s) towards verifying his / her identity and address;
  - (4) Bond of indemnity, as given in Annex C, signed by the claimant(s);
  - (5) Letter of disclaimer / no objection, as given in Annex D, from non-claimant legal heir(s), if applicable; and
  - (6) Legal Heir Certificate issued by a competent authority;
- OR
- (7) Declaration, as given in Annex E, regarding the legal heir(s) of the deceased depositor(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

**No bond of surety from a third-party shall be obtained in case of claims up to the threshold limit of ₹.15 Lakhs.**

#### **G.1.2.1.2 CLAIM AMOUNT ABOVE THE THRESHOLD LIMIT**

In cases where claim amount is above the threshold limit of ₹.15 Lakhs, bank shall settle the claim based on:

- (i) Succession Certificate and documents (1) to (3) of Clause G.1.2.1.1 mentioned above;

OR

- (ii) Legal Heir Certificate issued by a competent authority or Affidavit, as given in Annex E, sworn before a Notary Public / Judge / Judicial Magistrate regarding the legal heir(s) of the deceased depositor, by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

In such cases, the bank shall call for the documents (1) to (5) of Clause G.1.2.1.1 mentioned above. The bank may also call for a bond of surety, as given in Annex C, from third-party individuals (which may include non-claimant legal heir(s)) who are acceptable to the bank and good for the claim amount.

#### **G.1.2.2 SETTLEMENT OF CLAIMS NOT FALLING UNDER THE SIMPLIFIED PROCEDURE**

##### **G.1.2.2.1 CLAIMS INVOLVING 'WILL' WITHOUT ANY DISPUTE**

Bank shall settle claims involving 'Will' left behind by a deceased depositor on the basis of Probate of Will / Letter of Administration, as applicable, in addition to documents (1) to (3) mentioned in Clause G.1.2.1.1 above. In cases where a person other than a legal heir is named as a beneficiary in the Will, applicable documents shall also be obtained from her / him.

However, the bank is free to exercise discretion and act as per 'Will' of the deceased without requiring production of the probate of such Will, provided the same is not inconsistent with applicable laws, there is no dispute regarding the Will amongst the legal heir(s) and / or beneficiaries named in the Will and the bank is otherwise satisfied as to the genuineness of the Will. In such cases, the bank shall additionally call for the documents (4) and (5) of Clause G.1.2.1.1 mentioned above.

#### **G.1.2.2.2 CASES INVOLVING CONTESTING CLAIMS/ DISPUTE**

In case of contesting claims or dispute amongst the legal heir(s) and / or the beneficiaries named in the Will of the deceased depositor, **bank shall settle claims on the basis of Probate of Will or Letter of Administration or Succession Certificate or Court order / decree, as applicable**, and the documents (1) to (3) of point No. G.1.2.1.2 mentioned above.

Further, where there is an order from a Court restraining bank from making the payment, the claim shall not be entertained during the period the order is in force. The settlement of claim shall be considered based on subsequent Court order to that effect.

**No bond of surety shall be insisted from a third party in cases falling under either paragraph G.1.2.2.1 or G.1.2.2.2 above.**

#### **G.1.3 TREATMENT OF CREDITS IN THE NAME OF A DECEASED DEPOSITOR POST SETTLEMENT**

Post settlement of the deposit account(s), in case any credit is received in the name of a deceased depositor, bank shall return the same to the remitter with the remark 'Account holder deceased' and intimate the nominee(s) / survivor(s) / legal heir(s).

#### **G.1.4 PREMATURE TERMINATION OF TERM DEPOSIT ACCOUNTS IN CASE OF DEPOSITOR'S DEATH**

Premature termination of term deposits opened jointly, with or without survivorship clause, shall require the consent of the surviving depositors and the legal heir(s) of the deceased joint holder, in case of death of one of the depositors. However, in case of joint accounts with survivorship clause, if a specific mandate is furnished by all the depositors jointly to the bank, either at the time of placing the term deposit or anytime subsequently during the tenure of the deposit, then premature withdrawal option shall be allowed to the survivors on the death of any of the depositors, without seeking the concurrence of the legal heir(s) of the deceased joint deposit holder.

#### **G.1.5 SETTLEMENT OF CLAIMS IN RESPECT OF MISSING PERSONS**

The nominee(s) / legal heir(s) of a missing person shall be required to get an order from the competent court under the provisions of Sections 110 or 111 of the Bharatiya Sakshya Adhinyam, 2023. The claim in respect of such missing person shall be settled as per the procedure applicable for settlement of claims in respect of a deceased customer. In such cases, a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate. However, to avoid inconvenience and undue hardship to the common person where the aggregate amount payable, including accrued interest, as on the date of the application is less than ₹1 lakh, a copy of the First Information Report (FIR) and non-traceable report issued by police authorities shall be obtained in lieu of death certificate or an order from a competent court declaring the civil death of the account holder for settling the claim.

### **G.2 SETTLEMENT OF CLAIMS IN SAFE DEPOSIT LOCKER AND ARTICLES IN SAFE CUSTODY BY DECEASED CUSTOMER**

#### **G.2.1 CLAIMS WITH NOMINEE(S) / SURVIVOR(S)**

- (1) If a sole locker hirer nominates an individual(s) to receive the contents in the locker in case of her / his death, bank shall give access of the locker to such nominee(s) with liberty to remove the contents of the locker.
- (2) In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirers nominate any other individual(s), in the event of death of any of the locker hirers, bank shall give access of the locker and the liberty to remove the contents jointly to the nominee(s) and the survivor(s).
- (3) In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any

other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, bank shall follow the mandate in the event of death of one or more of the joint locker hirers.

- (4) In case of a minor nominee, bank shall ensure that, the contents of locker, when sought to be removed on behalf of the minor nominee, are handed over to the guardian whose details have been provided in the nomination form. If the details of the guardian have not been provided in the nomination form, bank shall hand over the contents of the locker to a person who is, in law, competent to receive the contents of safe deposit locker on behalf of such minor.

**G.2.1.1 The following documents shall be obtained by bank for processing the claim in cases falling under Clause G.2.1 (1) and G .2.1 (2) above:**

- (1) Claim form, as given in Annex A, duly signed by the nominee(s) / survivor(s);
- (2) Death certificate of the safe deposit locker hirer(s); and
- (3) Officially Valid Document of the nominee / survivor towards verifying her / his identity and address.

**Bank shall, however, ensure the following before giving access to the contents to the nominee(s) / survivor(s):**

- (1) Exercise due care and caution in establishing the identity of the nominee(s)/ survivor(s) and deceased status of the locker hirer(s) by obtaining appropriate documentary evidence (physical or equivalent e-document);
- (2) There is no order or direction as on date from a Court / Forum in the knowledge of the bank, restraining the nominee(s) / survivor(s) from having access or the bank from giving access to the locker of the deceased hirer(s) and liberty to remove the contents of such locker; and
- (3) Make it clear to the nominee(s)/ survivor(s) that access and liberty to remove the contents of the locker is given to them only as a trustee of the legal heir(s) of the deceased locker hirer(s), i.e., such access and liberty to remove the contents given to them shall not affect the right or claim which any person may have against the nominee(s) / survivor(s) to whom the access is given.

After receipt of the documents mentioned at paragraph G.2.1.1 above and being satisfied to the genuineness of the claim, bank shall correspond with the nominee(s) / survivor(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker. The same shall be undertaken in the presence of the nominee(s) and / or survivor(s) and / or their authorised representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations, and recorded as per the inventory form given in Annex F. The bank shall then hand over the possession of the contents of the locker to the nominee(s) / survivor(s) / the person competent to receive the contents on behalf of the minor, as the case may be, and obtain an acknowledgment, as given in Annex F, that all the contents in the locker of the deceased hirer(s) have been removed and the locker is empty, and they have no objection to allotment of the locker to any other locker hirer as per norms of the bank.

Production of legal documents, viz., Succession Certificate, Letter of Administration, Probate of Will, etc., or Bond of indemnity from the nominee(s)/ survivor(s) shall not be required unless there is any discrepancy in nomination.

Procedure, as prescribed under G.2.1 above, shall be followed *mutatis mutandis* for return of articles kept by the deceased customer in the safe custody of the bank. However, inventory form given in Annex G shall be used in such cases.

**Articles kept in Safe Custody – Only Successive Nomination facility shall be available.** The nomination to be made by an individual in respect of articles left in safe custody with a banking company shall be in favour of one or more individuals not exceeding four, successively. No Simultaneous Nomination facility is available.

**Safety Lockers (Safe Deposit Locker) - Only Successive Nomination facility shall be available.** The nomination to be made by an individual or as the case may be, all the individuals together, who hire a locker whether such locker is located in the safe deposit vault of banking company or elsewhere, shall be in favour of one or more individuals not exceeding four, successively. No Simultaneous Nomination facility is available.

## **G.2.2 CASES WITHOUT NOMINEE / SURVIVORSHIP CLAUSE**

### **G.2.2.1 SETTLEMENT OF CLAIMS FALLING UNDER THE SIMPLIFIED PROCEDURE**

Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s) / claimant(s), the bank shall adopt a simplified procedure for settlement of claims in safe deposit lockers provided there is no dispute amongst the legal heir(s) / claimant(s) and

- (1) the deceased locker hirer(s) had not made any nomination, or
- (2) the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, or
- (3) there is no 'Will' left behind by the deceased locker hirer.

In cases falling under the simplified procedure, bank shall obtain the following documents to settle the claim without obtaining any legal documents such as Succession Certificate, Letter of Administration, Court order, etc.

- (1) Claim form, as given in Annex B, duly filled and signed by the claimant legal heir(s);
- (2) Death certificate of the safe deposit locker hirer(s);
- (3) Officially Valid Document of the claimant(s) towards verifying her / his identity and address;
- (4) Letter of disclaimer / no objection, as given in Annex D, from non-claimant legal heir(s), if applicable; and
- (5) Legal Heir Certificate issued by a competent authority or Affidavit, as given in Annex E, sworn before a Notary Public / Judge / Judicial Magistrate regarding the legal heir(s) of the deceased locker hirer(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

### **G.2.2.2 SETTLEMENT OF CLAIMS NOT FALLING UNDER THE SIMPLIFIED PROCEDURE**

#### **G.2.2.2.1 CLAIMS INVOLVING 'WILL' WITHOUT ANY DISPUTE**

Bank shall settle claims involving 'Will' left behind by a deceased safe deposit locker hirer on the basis of Probate of Will / Letter of Administration, as applicable, in addition to documents (1) to (3) under Clause G.2.2.1 mentioned above. In cases where a person other than a legal heir is named as a beneficiary in the Will, applicable documents shall also be obtained from her / him.

However, the bank may exercise discretion and act as per 'Will' of the deceased without requiring production of the probate of such Will, provided the same is not inconsistent with applicable laws, there is no dispute regarding the Will amongst the legal heir(s) and / or beneficiaries named in the Will and the bank is otherwise satisfied as to the genuineness of the Will. In such cases, the bank shall additionally call for the documents mentioned under Clause G.2.2.1 (4) and (5) above.

#### **G.2.2.2.2 CASES INVOLVING CONTESTING CLAIMS / DISPUTE:**

Cases involving dispute amongst the legal heir(s) and / or beneficiaries named in the Will, as applicable, **shall be settled based on Probate of Will or Succession Certificate or Letter of Administration or Court order / decree, as the case may be, and the documents (1) to (3) mentioned under Clause G.2.2.1 above.**

### **G.2.3 PROCEDURE FOR TAKING INVENTORY OF CONTENTS OF SAFE DEPOSIT LOCKER**

After receipt of the required documents in claims falling under categories at G.2.2.1 and G.2.2.2 above and being satisfied to the genuineness of the claim, bank shall correspond with the claimant(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker, as given in form prescribed in Annex F, in the presence of all claimant(s) or their duly authorised representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations. Valuation of the contents of the safe deposit locker shall be carried out by an independent valuer and recorded in the Bond of Indemnity as given in Annex H. The claimant(s) or their duly

authorised representative(s) may remove the contents of the locker subsequent to submission of the Bond of Indemnity. Bond of Indemnity shall not be required to be given in cases of claims settled on the basis of legal documents such as Probate of Will or Succession Certificate or Letter of Administration or Court order / decree, etc.

Procedure, as prescribed in paragraphs G.2.2 to G.2.3 above, shall be followed *mutatis mutandis* for return of articles kept by the deceased customer in the safe custody of the bank. However, inventory form given in Annex G shall be used in such cases.

### **G.3 RELEASE OF TITLE DEEDS / JEWELS DEPOSITED IN LOAN ACCOUNTS OF DECEASED BORROWER/ MORTGAGOR/ PLEDGOR TO THE LEGAL HEIRS**

On receipt of intimation on the death of the deceased borrower / mortgagor / Pledgor, branch has to obtain due confirmation from the legal heirs. Branches should strictly follow the guidelines issued by Bank for due marking of intimation of death of borrower / mortgagor / Pledgor. For allowing of the flows in the name of deceased account holder, branches are advised to 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. Please note that the right of legal heirs is only pertaining to the assets succeeded by them from the deceased. However, as the properties are charged to the bank, they can be released only on payment of the entire Bank dues or on OTS duly approved by the Bank.

Branch has to retain a copy of Death Certificate marked as 'verified with original'. Branch has to take reasonable steps to obtain the Legal heir certificate of the deceased on receipt of request for closure of the loan account in order to release the title deeds deposited by deceased borrower / mortgagor to the legal heirs. Branch to duly intimate the legal heirs to submit the required documents at the time of closure of loan account in order to release the title deeds/jewels held as security. Immediately on receipt of complete set of documents, the title deeds/jewels to be handed over to the claimant/legal heirs.

The format for claim application shall be obtained from Legal Heirs as per Annexure I along with KYC details and a notarized undertaking cum indemnity (as per Annexure J) to the effect that the legal heirs who receives the Title deeds/ Jewel ornaments are the only legal heirs of the deceased borrower/guarantor/ mortgagor/ pledgor.

In case, of non-availability of legal heir certificate, the details of legal heirs may be confirmed by two respectable persons (viz., Gazetted Officer/ Village Revenue Official/ Ward Counsellor/ MP / MLA / Panchayath Adhikary / Branch Managers of other Banks in the locality) who knows the family of deceased for many years. In case Mohammedan law is applicable for the deceased, the letter confirming legal heirs from the concerned Jama-i-eth/ mullah may also be obtained to confirm the legal heirs for better clarity.

Branch may also consider to handover the land documents to the legal heirs in case the legal heirs submits certain documents like mutation, tax receipts, etc. or updated records of revenue department in the name of legal heirs subject to the closure of loan.

In case one or more legal heir(s) is/are staying abroad, Annexure I and Annexure J shall be signed in the presence of Indian Embassy / High Commission official of that Country and the same is to be routed through Indian Embassy / High Commission of that country and all documents shall be duly stamped at respective registrar office in India, before acting upon such documents.

In case any legal heir is missing and official death is not declared, the claim application has to be supported by the documents such as FIR, Non-traceable report, issued by the police authorities and Affidavit to the effect by other legal heirs.

In case any legal heir is a mentally ill person and a person with disability, claim documents can be signed by the guardian appointed by the District Court/District Collector under the provisions of Mentally Health Act, 1987 and by the Local Level Committee under National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 respectively as amended from time to time.

In case any legal heir is minor, the natural guardian / legal guardian shall execute documents on behalf of minor and an undertaking to be submitted that the rights of minor will be protected as per the provisions of Law applicable to the deceased.

In case, immovable property in relation to the title deed or jewels to be released, are jointly owned with other individual/partner, all remaining owners/partners should join with the legal heirs while submitting Annexure I & J.

In case, the claim is made on the basis of legal representation through Probate of Will, Letter of Administration or Succession certificate, the branch to obtain certified copy of the Order/Certificate issued by the Competent Court of Law to the effect and genuineness of the documents to be confirmed by taking assistance of the panel advocates. Annexure I to be obtained accordingly from the claimants.

In case there is any dispute between legal heirs of deceased and all legal heirs are not joining for release of title deed/jewels, Succession certificate/Probate of Will/Letter of Administration issued by Competent Court of Law to be called for.

Before release of title deeds/jewels related to the loan account of deceased, branch has to confirm that there are no other liabilities due to the Bank from the deceased borrower/mortgagor or from legal heirs of the deceased. Branch shall also confirm that the title deed to be released is not a part of any other charge created against the immovable property described therein.

If required necessary verification to be made in CERSAI portal, ROC portal, Revenue Records, etc. before release of title deeds and confirm that there are no executable order of the competent court or authority/ notices / representation received restraining the Bank from release of title deeds/ jewels. Branch shall retain certified copy of title deed so released along with copies of all documents pertaining to the loan accounts as per Record Management Policy of Bank.

Where loan account is held with single branch, the concerned Sanctioning Authority to consider the claim application. In case the title deed is held as security for the credit facilities extended by different branches of Bank, the claim application to be considered by Zonal Office under whose jurisdiction the latest security charge creation done for extending the credit facility by branch.

Branch to keep record for delivery of title deed/jewels under due acknowledgment by Legal heirs/Claimant(s) as per Annexure K.

#### **G.4 STANDARDISATION OF PROCEDURE FOR SUBMISSION OF CLAIMS**

Bank shall use the standardised forms for receiving the claims and other documents as per the formats provided in Annex A to Annex K.

- ✓ The standardised forms and other documents required for settlement of claims with respect to the deposit accounts / safe deposit locker / articles in safe custody kept by a deceased customer are made available in all the branches as well as on the bank's website for the convenience of the claimant(s).
- ✓ Further, the list of documents to be submitted by a claimant and the procedure to be followed for settlement of claims in various scenarios are displayed on Bank's website.
- ✓ A claimant can lodge the claim at any of the branches against acknowledgment.
- ✓ In case all required documents for processing of the claim have been submitted by the claimant, the branch receiving the documents shall issue a confirmation to the claimant in this regard.
- ✓ However, in case of any pending or incomplete / incorrect documents, the branch shall intimate the claimant about the list of such documents while acknowledging the receipt of claim. On subsequent submission of all the required documents, the branch shall issue a confirmation to the claimant that all required documents have been received for processing of the claim.
- ✓ Bank also provides the facility for online lodgement of claims. Upon a claimant uploading the claim form along with the required documents, an acknowledgement / confirmation through appropriate channels will be sent and there is the provision for online tracking of the status of the claim. In such cases, the claimant can produce original documents for submission / verification at any of our branches.

#### **G.5 TIME LIMIT FOR SETTLEMENT OF CLAIMS**

- (1) Bank shall settle a claim in respect of deposit accounts of a deceased customer **within a period not exceeding 15 calendar days from the date of receipt of all the required documents associated with the claim.**

- (2) In case of safe deposit locker / articles in safe custody, the bank shall, **within 15 calendar days of receipt of all the required documents**, process the claim and communicate with the claimant(s) for fixing the date for making inventory of the locker / articles in safe custody.

#### **G.6 COMPENSATION FOR DELAY IN SETTLEMENT OF CLAIMS**

If any deposit related claim is not settled within the timeframe stipulated at paragraph G.4(1) above, then bank shall communicate the reasons for such delay to the claimant(s).

Further, **in cases of delay attributable to the bank, compensation shall be paid by the bank in the form of interest, at a rate not less than the prevailing Bank Rate + 4 percent per annum, on the settlement amount due for the period of delay.** The reference date for reckoning the amount due and the prevailing Bank Rate shall be the date of receipt of all required documents from the claimant.

For **claims related to safe deposit locker / articles in safe custody, the bank shall be required to pay compensation to the claimant(s) at the rate of ₹5,000 for each day of delay,** in cases where it doesn't adhere to the timeline prescribed in paragraph G.4(2) above.

#### **G.7 SETTLEMENT OF CLAIMS IN RESPECT OF DEPOSIT ACCOUNTS OF A SOLE PROPRIETARY CONCERN**

Nomination facility is also available in respect of deposits held in the name of a sole proprietary concern. Accordingly, bank shall follow the procedure for settlement of claims in respect of such accounts as has been prescribed above for the accounts with / without nominee / survivorship clause, as applicable.

#### **G.8 MODES FOR CERTIFICATION OF 'PROOF OF DEATH' DOCUMENT ISSUED OUTSIDE INDIA**

In cases involving death of a customer outside India, 'proof of death' document is issued by an authority outside the country. In such cases, bank shall accept the original certified copy of the document issued for 'proof of death', certified in the country of its issuance in any one of the following modes:

- (1) authorised officials of overseas branches of Scheduled Commercial Banks registered in India; or
- (2) branches of overseas banks with whom Indian banks have correspondent banking relationships; or
- (3) a Court Magistrate or Judge or Notary Public; or
- (4) consularised by Indian Embassy/ Consulate General in the country of issuance; or
- (5) apostilled.

#### **G.9 CUSTOMER AWARENESS AND PUBLICITY**

Bank have to continue to spread awareness among its customers about the benefits of the nomination facility / survivorship clause and give wide publicity to these facilities along with the procedure for settlement of claims.

##### **Review of the Policy**

The policy shall remain valid for a period of **three years** or till any changes are proposed by the RBI/ Govt of India, from time to time and the relevant aspects applicable to it. i.e, until it is reviewed.

## ANNEXURE A

### Application Form for Settlement of Claim in Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Deceased Customer (CASES WITH NOMINATION OR JOINT ACCOUNT WITH SURVIVORSHIP CLAUSE)

The Branch Manager  
Indian Bank  
Name of Branch : \_\_\_\_\_

Date:

Madam/ Dear Sir,

Claim as \*Nominee/ Survivor for Payment of Balances in the \*Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by

Shri / Smt / Kum.(Name of \*Deceased/ Missing Customer) \_\_\_\_\_

I / we

(Nominee(s)/ Survivor(s)) hereby declare that I am/ we are the \*Nominee(s)/ Survivor(s)/ appointed as Guardian of a Minor Nominee / Survivor in the \*Deposit Accounts/ Safe Deposit Lockers/ Articles in Safe Custody kept by Shri. Smt. Kum. (Name of Deceased/ Missing Customer) who \*expired on \_\_\_\_\_/ is missing/ not traceable since \_\_\_\_\_

2. I/ We furnish below the required information about the deceased customer:

(a)	Date and Place of Death	
(b)	Details of Death Certificate (copy enclosed). (Original to be produced for verification)	
	Certificate No.	
	Date of Certificate	
	Authority issued the Certificate	
(c)	Age	
(d)	Marital Status:	Married / Unmarried/ Widow(er)
(e)	Address	City/ District:
		Pin Code:
		State:
		Country:

3. I/ We, therefore, submit my/ our Claim as Nominee(s)/ Survivor(s)/ Guardian on behalf of Minor Nominee/ Survivor for \*payment of the balance with accrued interest in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

#### a. Deposit Accounts

Sr. No.	Nature of Deposits (SB / CA / TD etc,)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
Total				

#### b. Safe Deposit Locker No.

Mode of Holding:

Details of Articles (if known):

#### c. Safe Custody Article Receipt No.

Details of Articles (if known):

#### 4. Details of Nominee/ Survivor:

4.1 I / We request the bank to transfer the balance payable (after making the required adjustments, set-off, if any) in deposit accounts of the deceased to the account(s) given below•

Sr. No.	Detail of nominee(s)/ survivor(s)		Mobile Number	Email Address	Bank Name, Account Type & Number, and IF-SC details
	Name	Address			

4.2 I / We request the bank to \*release the contents of safe deposit lockers/ return the articles in safe custody to the following persons:

Sr. No.	Detail of nominee(s)/ survivor(s)		Mobile Number	Email Address
	Name	Address		
1				
2				
3				
4				

4.3 For the minor nominee/ survivor, name of such nominee/ survivor and his/ her natural/ legal guardian are given below:

No.	Name of the Minor Nominee / Survivor	Date of Birth	Name of the Guardian	Relationship Minor	Address of the Guardian	Mobile Number and Email address of the Guardian

5. 1/ We undertake that

(i) I/ We shall hold/ receive the aforesaid amount/ articles in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.

(ii) The aforesaid \*accounts/ safe deposit locker/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us or the bank from settling the claim in my/ our favour or otherwise.

(iii) I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased or any other dues payable to the bank, from the balance held by the Deceased in the aforementioned account(s).

6. I / We have attached the following documents for the purpose of settlement of my/ our claim:

- \*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)
- Officially Valid Document in support of the identity and address of the Nominee(s)/ Survivor(s) making the claim.

"Officially Valid Document" (OVD) means the passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

7. The facts stated above are true and correct to the best of my/ our knowledge and belief.

8. Name and signature of the \*nominees/ survivors who will receive the balance payable/ articles in safe deposit locker/ safe custody:

Sr. No.	Name of nominee(s)/ survivor(s)/ Guardian of Minor Nominee	Signature/ Thumb impression <sup>2</sup>


Name and address of witness (in case of claimant(s) placing the thumb impression):	
Signature of witness:	

In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.  
\*(Delete whichever is not applicable)

**FOR OFFICE USE**

## ANNEXURE B

### Application Form for Settlement of Claim in Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Deceased Customer (CASES OTHER THAN NOMINATION OR JOINT ACCOUNT WITH SURVIVORSHIP CLAUSE)

The Branch Manager  
Indian Bank  
Name of Branch : \_\_\_\_\_

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

Madam/ Dear Sir,

Claim for Payment of Balances in the \*Deposit Accounts/ Release of Contents of Safe Deposit Locker / Return of Articles in Safe Custody kept by Shri / Smt / Kum.(Name of \*Deceased/ Missing Customer) \_\_\_\_\_ (Name of Deceased/ Missing Customer)

I / We (Claimant(s)) \_\_\_\_\_ hereby declare that I am/ we are the claimant(s) in the \*Deposit Accounts/ Safe Deposit Locker / Articles in Safe Custody kept by Shri/ Smt/ Kum. \_\_\_\_\_ (Name of Deceased/ Missing Customer) who \*expired on \_\_\_\_\_ / is missing / not traceable since \_\_\_\_\_.

2. I/ We furnish below the required information about the deceased customer:

(a)	Date and Place of Death	
(b)	Details of Death Certificate (copy enclosed). (Original to be produced for verification)	
	Certificate No.	
	Date of Certificate	
	Authority issued the Certificate	
(c)	Age	
(d)	Marital Status:	Married / Unmarried/ Widow(er)
(e)	Address	City/ District: Pin Code: State: Country:
(f)	Religion	
	Mention which law of succession is applicable (Hindu, Mohammedan, etc)	

**(g) Name, Relation & Age of the legal heirs of the deceased:**

No.	Name & Address	Age	Relation	Mobile Number & Email Address	Whether signing Letter of Disclaimer Yes / No

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**(h) In case of minor legal heirs, details of Natural Guardian/ Legal Guardian:**

No.	Name of the Minor Legal Heir	Date of birth	Name of the Guardian	Relationship with minor	Address of the Guardian	Mobile Number and mail address of the Guardian
1						

3. I/ We, therefore, submit my/ our Claim for \*payment of the balance with accrued interest in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

**a. Deposit Accounts**

Sr. No.	Nature of Deposits (SB / CA / TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
Total				

**b. Safe Deposit Locker No.** \_\_\_\_\_ **Mode of Holding:** \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

**c. Safe Custody Article Receipt No.** \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

**4.1 I/ We undertake that**

(i) I/ We shall hold/ receive the aforesaid amount/ payment in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.

(ii) The aforesaid \*accounts/ safe deposit lockers/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us or the bank from settling the claim in my/ our favour or otherwise.

(iii) I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased customer or any other dues payable to the bank, from the balance held by the Deceased customer in the aforementioned account(s).

(iv) To indemnify and hold the bank harmless against any claims, suits, legal proceedings by any legal heirs, executors, administrators, legal representatives, arising out of/ in connection with the settlement of this deceased claim in accordance to this request letter.

**4.2 I / We declare that:**

**(Select the appropriate option)**

- There is no Will left behind by the Deceased to the best of my / our knowledge and belief.
- The Will submitted by me / us is the last Will left behind by the Deceased and the same is not the subject matter of any dispute.

**4.3 I / we lodge my / our claim for the above balance with accrued interest / safe deposit locker / article in safe custody of the above-named deceased in terms of:**

**(Select the appropriate option)**

- Will of Late Sri / Smt / Kum \_\_\_\_\_ dated \_\_\_\_\_ (copy enclosed). The Will has neither been Probated nor has any Letter of Administration been obtained with respect to the same.

- Will of Late Sri / Smt / Kum \_\_\_\_\_ dated \_\_\_\_\_ and a Probate granted by the Court of \_\_\_\_\_ located at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).
- Letter of Administration No \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ at \_\_\_\_\_ (copy enclosed).
- Succession Certificate dated \_\_\_\_\_ granted by Court of \_\_\_\_\_ located vide order dated \_\_\_\_\_ (copy enclosed).
- Court decree dated \_\_\_\_\_ issued by the Court of \_\_\_\_\_ located at \_\_\_\_\_ (copy enclosed).
- Legal Heir Certificate granted by \_\_\_\_\_ at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).
- Declaration / Affidavit from an independent person regarding the legal heir(s) of deceased depositor (copy enclosed).

**5.1** I / We request the Bank to transfer the balance payable (after making the required adjustments, set-off, if any) to the account of claimant(s) given below:

No	Name of Claimant/s	Bank name and A/c No	IFSC	Branch details

**For the minor claimant(s), name of such claimant(s) and his / her natural / legal guardian are given below:**

No.	Name of the Minor claimants	Date of Birth	Name of the Guardian	Relationship with Minor

**5.2** I / we request the bank to release the contents of safe deposit lockers / return the articles in safe custody to the following persons:

Sr. No.	Name of Claimant
1	
2	
3	
4	

**6.** I / We have attached the following documents for the purpose of settlement of my / our claim (select the applicable documents):

- Death Certificate (of the deceased customer) / First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person).
- # Officially Valid Document in support of the identity and address of the Claimant(s) making the claim.
- Will / Probate of Will.
- Letter of Administration.
- Succession Certificate.
- Court Decree / Order
- Legal Heir Certificate.
- Declaration / Affidavit from an independent person regarding the legal heir(s) of the deceased customer [Annexure E]
- Bond of Indemnity signed by Claimant(s) [Annexure C]
- Bond of Indemnity / surety signed by Third Party(ies) [Annexure C]
- Letter of Disclaimer / no objection from non-claimant legal heir(s) [Annexure D]
- Form of Inventory of contents of safe deposit locker [Annexure F]
- Form of Inventory of Articles left in Safe Custody [Annexure G]
- Bond of Indemnity with respect to delivery of contents of safe deposit locker / articles kept in safe custody by the deceased customer [Annexure H]

# Officially Valid Document (OVD) means the passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

7. The facts stated above are true and correct to the best of my/ our knowledge and belief.

8. Name and signature of the claimant(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:

Sr. No.	Name of the Claimant/ Guardian of Minor Claimant	Signature/ Thumb impression
1		
2		
3		
4		

In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.

Name and address of witness (in case of claimant(s) placing the thumb impression):

Signature of witness:

\*(Delete whichever is not applicable)

Note :

Bank is not responsible for any delay in disposal of the claim due to lack of full particulars furnished in this application and may insist on calling for a Legal Document in case there are disputes among legal heirs and all of them do not join in indemnifying the bank, or give Letter of Disclaimer / No Objection, or where the bank has reasonable doubt about the genuineness of the claimants being the only heirs of the deceased customer. The Bank shall duly advise the claimants in such cases.

In case the bank received multiple claims from legal heirs of the deceased or in cases where there are inter se disputes amongst the legal heirs or a third party produces Will of the deceased, the bank shall not settle the claim unless the concerned party produces an Order / Decree from Competent Court or Probate of the Will (as may be applicable), till such time the claim shall be kept on hold / pending.

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FOR OFFICE USE

**ANNEXURE C**  
**BOND OF INDEMNITY/ SURETY\***  
**(To be duly stamped as per the Stamp Act applicable to the State)**

**(For Settlement of Claim in Deposit Accounts of Deceased Customer without production of Legal Documents)**

The Branch Manager  
 Indian Bank  
 Name of Branch : \_\_\_\_\_

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

IN CONSIDERATION of your paying or agreeing to pay us, (Mention here the name of the claimant/s)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

the sum of Rupees \_\_\_\_\_ standing at the

\*\*credit of following deposit accounts with your bank in the name of Shri/ Smt/ Kum. \_\_\_\_\_

since deceased, **without production of Probate of Will or Letter of Administration or a Succession Certificate** to his/ her estate:

Sr. No.	Nature of Deposits (SB / CA / TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
Total				

We, \_\_\_\_\_

\_\_\_\_\_ (Mention here the Name of claimants /sureties) do hereby for ourselves and 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 the said sum to the claimants as aforesaid.

**SIGNED AND DELIVERED by the above named**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**(Heirs/ claimants of the deceased customer)**

Signed and delivered by the above named on this \_\_\_\_\_ day of two thousand \_\_\_\_\_

**\*SIGNED AND DELIVERED by the above named Sureties**

1. \_\_\_\_\_
2. \_\_\_\_\_

Signed and delivered by the above named on this \_\_\_\_\_ day of two thousand \_\_\_\_\_

\*Surety is applicable only in case of claims above the threshold limit of ₹.15 Lakhs.

\*\*(Delete whichever is not applicable)

**Opinion Report on Surety.**

**A. Details to be furnished by the surety.**

	Name in Full	
	Address	
	Academic Qualification	
	Age	
	Occupation (If employed, please state the name of the employer and since when employed).	
	Present Monthly Income/ Salary	
	Total earl income from all sources	
	No. of dependents	
	<b>Personal Assets</b>	
a.	Immoveable Property, viz., land/ Building, etc. (please give details of acquisition, present value, etc.)	
b.	Investments (Term Deposits, Shares, etc., if any)	
c.	Life Insurance Policy	
d.	Other Assets	
	Details of Bank Accounts, if any (Name and address of Bank with Account No. (Savings bank/ Current) to be furnished.	
	Personal Liability, if any	
	Please indicate whether surety is related to claimants Yes/No	
	Period for which claimants are known	_____ Years.

I confirm that all the statements made by me in this application are true and correct to the best of my knowledge and belief.

Place:

Date:

Signature of Surety

**B. Remarks of the Bank Official**

**ANNEXURE D**  
**LETTER OF DISCLAIMER**  
**(To be duly stamped as per the Stamp Act applicable to the State)**

The Branch Manager  
 Indian Bank  
 Name of Branch : \_\_\_\_\_

Madam / Dear Sir,

1. Details of deposit account(s)/ safe custody articles/ safe deposit locker in the name of Shri/ Smt/ Kum. \_\_\_\_\_ since deceased are as follows:

**a. Deposit Accounts**

Sr. No.	Nature of Deposits (SB / CA / TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
<b>Total</b>				

**b. Safe Deposit Locker No.** \_\_\_\_\_ **Mode of Holding:** \_\_\_\_\_

**C. Safe Custody Article Receipt No.** \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_  
 \_\_\_\_\_

2. With reference to the above account(s)/ safe deposit locker/ safe custody articles, I/ We, the legal heirs of Shri/ Smt./ Kum. \_\_\_\_\_ (Name of deceased customer), have to advise that we have no interest in the above deposits/ assets and as such we have no objection to your paying the \*balance amount in the above account(s)/ releasing the contents in safe deposit locker/ returning the safe custody articles lying with you in the name of the aforesaid deceased customer to Shri/Smt/ Kum.:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Such payment of the \*balance in the above account(s)/ release of the contents in safe deposit locker/ return of the safe custody articles would be completely binding on us and we will not question the bank's action in doing so. I/ We undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration made herein.

Sr. No.	Name of the Non-Claimant Legal Heir(s) (who relinquish their rights)	Age (yrs)	Signature
1			
2			
3			
4			

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_

\*(Delete whichever is not applicable)

**ANNEXURE E**  
**DECLARATION / AFFIDAVIT**  
**(To be duly stamped as per the Stamp Act applicable to the State)**

*(If the claim amount is more than threshold limit of ₹.15 Lakhs, the Declaration to be sworn as an Affidavit before a Notary Public / Judge/Magistrate)*

I, \_\_\_\_\_ S/D/O \_\_\_\_\_

residing at \_\_\_\_\_ do hereby make oath\*/solemnly affirm and say as follows:

1. That Shri/ Smt /Kum. \_\_\_\_\_ (Name of the deceased customer) hereinafter, referred to as "the deceased" died intestate on \_\_\_\_\_ at \_\_\_\_\_
2. That I know the deceased and his/ her family since the last \_\_\_\_\_ years.
3. That at the time of his/ her death, the deceased left surviving him/ her the following persons who according to the law by which they are governed, are the only legal heirs of the deceased entitled to succeed to the estate of the deceased on an intestate succession:

Sr. No	Name	Age (yrs.)	Relationship with the deceased
1			
2			
3			
4			

4. That I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons nor have I any claim or interest of whatsoever nature in the estate of the deceased.
  5. That I am informed, and I verily believe that the deceased has left certain \*deposits/safe deposit locker/ articles in safe custody with the Indian Bank, \_\_\_\_\_ branch, to which the above-mentioned persons are entitled to claim.
  6. That I am making this solemn declaration sincerely and conscientiously believing the same to be true and with full knowledge that it is on the strength of this declaration that the Indian Bank \_\_\_\_\_ branch, has agreed at my request to make payment of the amount of the deposits and \*deliver the articles in safe deposit locker/ safe custody to the above mentioned persons without requiring production of a grant of legal document to the estate of the deceased from a competent Court by them.
- \*Sworn / solemnly affirmed at this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_

(Signature of Declarant) in the presence of \_\_\_\_\_ before me

**Notary Public / Judge/ Magistrate**

\*(Delete whichever is not applicable)

\*\*The declaration is required to be sworn as an affidavit before a Notary Public/Judge/Magistrate only if the claim amount is above the threshold limit of ₹.15 Lakhs.

**ANNEXURE F**  
**INVENTORY FORM AND ACKNOWLEDGEMENT FOR SAFE DEPOSIT LOCKERS**

1. The following inventory of contents of Safe Deposit Locker No. \_\_\_\_\_ located at \_\_\_\_\_ Branch of Indian Bank,

\*hired in her/ his sole name by Shri / Smt./ Kum. \_\_\_\_\_ (deceased),

\*hired jointly by Shri / Smt./ Kum. (i) \_\_\_\_\_ (deceased)

(ii) \_\_\_\_\_

(iii) \_\_\_\_\_

Sr. No.	Description of Articles in Safe Deposit Locker	Other identifying particulars, if any

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_

2. For the purpose of inventory, access to the locker was given to the nominee/ survivor/ legal heirs/ beneficiary named in the Will or their duly authorised representative/s:

- \*By breaking open the locker under her/ his/ their instructions.
- \*Who produced the key to the locker

3. The above inventory was taken in the presence of:

(i) Nominee/ Legal heir/Beneficiary named in the Will of deceased hirer(s) or their duly authorised representative

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

**And**

**(ii) Survivors in case of Joint hirers (if applicable)**

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

**(iii) Witness(es)**

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

(Signature)

**(iv) On behalf of Bank**

Custodian

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

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

\_\_\_\_\_

\_\_\_\_\_

(Signature)

**Bank employee other than Custodian**

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

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

\_\_\_\_\_

\_\_\_\_\_

(Signature)

\*(Delete whichever is not applicable)

**ACKNOWLEDGEMENT**

\*I/We, Shri / Smt./ Kum. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name of the Nominee(s) / legal heir(s) / beneficiary named in the Will or their duly authorised representative and

**Shri/ Smt./ Kum.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Surviving hirers, if applicable)**

hereby acknowledge the receipt of the contents of the safe deposit locker comprised in as set out in the above inventory. Further, all the contents in the locker have been removed and the locker is empty, and I/we have no further claim or no objection to allotment of the locker to any other locker hirer as per norms of the Bank.

Shri/ Smt./ Kum. \_\_\_\_\_  
\_\_\_\_\_ (Signature)

Shri/ Smt./ Kum. \_\_\_\_\_  
\_\_\_\_\_ (Signature)

Shri/ Smt./ Kum. \_\_\_\_\_  
\_\_\_\_\_ (Signature)

Date:  
Place:

\*(Delete whichever is not applicable)

**ANNEXURE G**  
**INVENTORY FORM FOR ARTICLES IN SAFE CUSTODY**

1. The following inventory of articles left in safe custody with \_\_\_\_\_ Branch of Indian Bank, by Shri. / Smt. / Kum. \_\_\_\_\_ (deceased), under an agreement / receipt number \_\_\_\_\_ dated \_\_\_\_\_ was taken on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_

Sr. No.	Description of Articles in Safe Custody	Other identifying particulars, if any

2. The above inventory was taken in the presence of:

**(i) Nominee/ Legal heir or Person mandated by Nominee (including Minor Nominee) / Legal Heir**

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

**(ii) Witness(es)**

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

**(iii) On behalf of Bank**

Custodian

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

**Bank employee other than Custodian**

Shri/ Smt./ Kum. \_\_\_\_\_  
Address : \_\_\_\_\_ (Signature)

\*(Delete whichever is not applicable)

**ACKNOWLEDGEMENT**

\*I, Shri / Smt./ Kum. \_\_\_\_\_  
\_\_\_\_\_ nominee / Legal heir / mandate holder

**We Shri/ Smt./ Kum.** \_\_\_\_\_  
\_\_\_\_\_ legal heir, and  
\_\_\_\_\_

**We Shri/ Smt./ Kum.** \_\_\_\_\_  
\_\_\_\_\_ surviving hirers  
\_\_\_\_\_

Hereby, acknowledge the receipt of the articles kept in the safe custody comprised in as set out in the above inventory with no further claim against the Bank.

Shri/ Smt./ Kum. \_\_\_\_\_  
(Legal heirs/ Mandate holder) (Signature)

Shri/ Smt./ Kum. \_\_\_\_\_  
\_\_\_\_\_ (Signature)

Shri/ Smt./ Kum. \_\_\_\_\_  
\_\_\_\_\_ (Signature)

Date:  
Place:

\*(Delete whichever is not applicable)

**ANNEXURE H**

**BOND OF INDEMNITY WITH RESPECT TO DELIVERY OF CONTENTS OF SAFE DEPOSIT LOCKER / ARTICLES KEPT IN SAFE CUSTODY.  
(To be duly stamped as per the Stamp Act applicable to the State)**

**(To be submitted in case of claims settled without production of Legal Documents)**

The Branch Manager  
Indian Bank  
Name of Branch : \_\_\_\_\_

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

IN CONSIDERATION of your delivering or agreeing to deliver to me / us, (claimant/s)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

the articles mentioned hereunder:

Safe Deposit Locker No./ Safe Custody Article Receipt No.	Details of the articles	Description	Weight	Valuation (to be filled in by the Bank)

and held in the name of Shri / Smt/ Kum. \_\_\_\_\_ since deceased, without production of any Probate of Will / succession certificate/ letters of administration/ court order.

I/ We \_\_\_\_\_ and \_\_\_\_\_ (Claimants)

do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally undertake and agree to indemnify' you, the Bank, and its Officers / Directors and successors and assignees against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against you or incurred by you by reason or in consequence of having delivered or agreed to have deliver to me/ us the above mentioned articles of the deceased from the safe deposit locker/ sealed boxes in safe custody.

Signed and delivered by the above named on this \_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_

SIGNED AND DELIVERED by the above named (claimants)

(1) \_\_\_\_\_ (signature)

\_\_\_\_\_

**Annexure I**

Application Form for release of title deeds / jewels kept by Deceased customer

The Branch Manager

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

Madam/ Dear Sir,

Claim for release of title deeds/ jewels deposited/ kept by \_\_\_\_\_ (deceased borrower/mortgagor/ pledgor) in the \_\_\_\_\_ loan accounts held with \_\_\_\_\_ Branch, Indian Bank (With / Without Legal Representation)

I/ We \_\_\_\_\_ (Claimant(s)) hereby declare that I am/ we are the claimant(s) in loan account/s \_\_\_\_\_ (Account number and name of the account) requesting for the release of title deed(s) deposited/jewels pledged by late \_\_\_\_\_ (deceased borrower/mortgagor/pledgor) who was residing at \_\_\_\_\_, expired on \_\_\_\_\_ at the age of ... years and I/We are related to the deceased as \_\_\_\_\_,(spouse/son/daughter etc..) lodge the claim based on \_\_\_\_\_ (legal representation such as Probate of Will/Letter of Administration/Succession Certificate or intestate succession or family member certificate).

2. I/ We furnish below the required information about the deceased customer:

(a) Date and Place of Death: \_\_\_\_\_

(b) Details of Death Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ Authority \_\_\_\_\_ (copy enclosed). (Original to be produced for verification)

(c) Age: \_\_\_\_\_ Yrs.

(d) Marital Status: Married / Unmarried/ Widow(er)

(e) Address: \_\_\_\_\_ City/ District: \_\_\_\_\_ PIN: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_

(f) Religion: \_\_\_\_\_ Mention which law of succession is applicable \_\_\_\_\_ (Hindu, Mohammedan, etc.)

(g) Name, Relation & Age of the legal heir(s) of the deceased:

Sl No.	Name & Address	Age	Relation	Mobile Number & E-mail Address	Whether signing Letter of Disclaimer/ No Objection (Yes/ No)

(h) In case of minor legal heir(s), details of Natural Guardian/ Legal Guardian:

Sl No.	Name of the Minor Legal Heir	Date of Birth	Name of the Guardian	Relationship with Minor	Address of the Guardian	Mobile Number and Email address of the Guardian
1						
2						

3. The immovable property mentioned in the title deed and/or jewels held with your Bank as security is succeeded only by me/us and details is mentioned as under.

No	Title Deed No. with date & SRO / Description of jewels	Description of Immovable property / Weight of Jewels (in grams)	Loan account details (name of a/c & a/c no.)	Details of liability to the Bank

4.1 I/ We undertake that

(i) I/ We shall hold/ receive the aforesaid title deeds/ jewels in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.

(ii) The aforesaid \*title deeds/ jewels\* are not the subject matter of any dispute and that there is no Court order restraining me/ us from receiving or the bank from releasing the title deeds/ jewels in my/ our favour or otherwise.

(iii) I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to realise the proceeds from the sale of property / jewels and deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased customer or any other dues payable to the bank, from the balance held by the Deceased customer in the aforementioned account(s).

(iv) To indemnify and hold the bank harmless against any claims, suits, legal proceedings by any legal heirs, executors, administrators, legal representatives, arising out of/ in connection with the settlement of this deceased claim in accordance to this request letter.

4.2 I/ We declare that (Select the applicable option) there is no Will left behind by the Deceased to the best of my/ our knowledge and belief. The Will submitted by me/ us is the last Will left behind by the Deceased and the same is not the subject matter of any dispute.

4.3 I/ We lodge my/ our claim for the above \*balance with accrued interest/ safe deposit locker/ articles in safe custody of the above-named deceased in terms of:

(Select the applicable option)

Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ (copy enclosed). The Will has neither been Probated nor has any Letter of Administration been obtained with respect to the same.

Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ and a probate granted by the court of \_\_\_\_\_ located at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

Letter of Administration No. \_\_\_\_\_ dated \_\_\_\_\_ at \_\_\_\_\_ (copy enclosed).

Succession Certificate dated \_\_\_\_\_ granted by the Court of \_\_\_\_\_ located at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

Court decree dated \_\_\_\_\_ issued by the Court of \_\_\_\_\_ located at \_\_\_\_\_ (copy enclosed). Legal Heir Certificate granted by \_\_\_\_\_ at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased depositor (copy enclosed).

5. I/ We request the bank to \* release the title deeds / jewels to the following persons:

No.	Name of Claimant

6. I/ We have attached the following documents for the purpose of settlement of my/ our claim (select the applicable documents):

\*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)

Officially Valid Document in support of the identity and address of the Claimant(s) making the claim.

Will/ Probate of Will

Letter of Administration

Succession Certificate

Court Decree/ order

Legal Heir Certificate

Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased customer

Bond of indemnity signed by Claimant(s)

Bond of indemnity/ surety signed by Third Party(ies)

Letter of disclaimer/ no objection from non-claimant legal heir(s)

Note: "Officially Valid Document" (OVD) means the passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

7. The facts stated above are true and correct to the best of my/ our knowledge and belief.

8. Name and signature of the claimant(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:

No.	Name of the Claimant/ Guardian of Minor Claimant	Signature/ Thumb impression


Note: In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.  
Name and address of witness (in case of claimant(s) placing the thumb impression):

Signature of witness:

\*(Delete whichever is not applicable)

<p>Note :1. _____ Bank is not responsible for any delay in disposal of the claim due to lack of full particulars furnished in this application and may insist on calling for a Legal Document in case there are disputes among legal heirs and all of them do not join in indemnifying the bank, or give Letter of Disclaimer/ No Objection, or where the bank has reasonable doubt about the genuineness of the claimant(s) being the only heirs of the deceased customer. The bank shall duly advise the claimant(s) in such cases.</p> <p>2. In case the bank receives multiple claims from legal heirs of the deceased or in cases where there are inter se disputes amongst the legal heirs or a third party produces Will of the deceased, the bank shall not settle the claim unless the concerned party produces an Order/ Decree from Competent Court or Probate of the Will (as may be applicable), till such time the claim shall be kept on hold/ pending.</p>
--

## Annexure J

### UNDERTAKING CUM INDEMNITY

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

(To be signed in all pages)

(Undertaking cum Indemnity with respect to release of Title Deeds/Jewels created as charge/security in the Loan Account(s)  
in case of non-submission of Legal representation)

To

The Branch Manager  
Indian Bank  
.....Branch  
Address.

In consideration of your releasing / handing over the title deeds / jewels deposited / pledged as security by late .....(deceased borrower / mortgagor) for the credit facilities availed in the accounts ..... (Account number and name fo accounts to be mentioned) from Indian Bank ....., Branch, we the surviving Legal Heirs of late .....

1. Name, Age, Address, ID Proof, Contact Details

2. Name, Age, Address, ID Proof, Contact Details

do hereby UNDERTAKE AND AGREE to indemnify the Indian Bank, for myself/ourselves and our heirs, legal representatives, executors and administrators, jointly and severally, and assign against all claims, demands, proceedings, losses, damages, charges and expenses including attorney fee or other legal expenses which may arise against or incurred by the Bank for the reasons or in consequence of the Bank having agreed to hand over the title deed(s)/jewels, as given below, to Mr/Ms/Mrs. .... (claimant) on behalf of me / us.

No	Title Deed No. with date & SRO / Description of jewels	Description of Immovable property / Weight of Jewels (in grams)	Loan account details (name of a/c & a/c no.)	Details of liability to the Bank

I/We hereby declare that the applicant(s) are the only surviving legal heirs of the deceased ..... and there are no other legal heirs and we induce the Bank to believe our declaration and to act upon based on our declaration.

I/We have cleared all liabilities due to the Bank from late ..... and/or by me/us and there are no other liabilities due to the Bank by late ..... or by me/us. I/We declare that the immovable property pertaining to the title deed/Jewels is unencumbered and I/we are the absolute owners of the property at present. I/We also declare that late .... died intestate and there are no disputes pending against the schedule property of title deed / jewels as mentioned above.

SIGNED AND DELIVERED by the above named on this .... day of .....(month & year).

1. .... 2. .... 3. ....

(Name and Signature of Legal Heirs of late .....)

Sworn before me on .... th day of .....,20.. at .....

\*Stamp, Signature & Seal of Notary Public with Notary Register number

(\*If all legal heirs are not signing in front of Branch Manager)

## Annexure K

### RECEIPT

his is to confirm that I/We have received the Title deed(s)/Jewels mentioned hereunder as legal heirs of the deceased in furtherance to our claim application dated \_\_\_\_\_ and submission of certified copy of :

- \*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person) dated \_\_\_\_\_
- Officially Valid Document in support of the identity and address of the Claimant(s) making the claim.
- Will/ Probate of Will dated \_\_\_\_\_
- Letter of Administration dated \_\_\_\_\_
- Succession Certificate dated \_\_\_\_\_
- Court Decree/ order dated \_\_\_\_\_
- Legal Heir Certificate dated \_\_\_\_\_
- Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased customer
- Bond of indemnity signed by Claimant(s)
- Bond of indemnity/ surety signed by Third Party(ies)
- Letter of disclaimer/ no objection from non-claimant legal heir(s)

No	Title Deed No. with date & SRO / Description of jewels	Description of Immovable property / Weight of Jewels (in grams)	Loan account details (name of a/c & a/c no.)	Details of liability to the Bank

I understand that it is my sole responsibility to act further related to the title deed / jewels and the receipt shall be duly communicated to all other legal heirs.

Name and signature of claimant / legal heirs

Place :

Date:

## ANNEXURE L

### (A) LEGAL HEIRS UNDER HINDU LAW

In the case of Hindus, the claims are to be settled according to the provisions of Hindu Succession Act, 1956 as hereinafter indicated

#### I. MALE HINDU DYING INTESTATE (i.e. WITHOUT EXECUTING A WILL) LEAVING SELF ACQUIRED AND SEPARATE PROPERTIES

The property of a male Hindu dying intestate shall devolve upon the heirs as given below

- a) Firstly, upon Class I heirs as specified below
- b) Secondly, if there is no Class I heir, then upon Class II heirs as specified below:
- c) Thirdly, if there is no heir or any of the above two classes, then upon the agnates or the deceased (i.e.) heirs related by blood or adoption wholly through males and
- d) Lastly, if there is no agnate, then upon the cognates of the deceased (i.e.) heirs related by blood or adoption not wholly through males.

The following are the Class I heirs:

Son, Daughter, widow, mother, son of a pre-deceased son, daughter of a pre-deceased son, son of a pre-deceased daughter, daughter of a pre-deceased daughter, widow of a pre-deceased son, son of a pre-deceased son of a pre-deceased son, daughter of a pre-deceased son of a pre-deceased son, widow of a pre-deceased son of a pre-deceased son.

#### ORDER OF SUCCESSION AND DISTRIBUTION OF PROPERTY AMONG CLASS I HEIRS

The property shall be divided among the class I heirs in accordance with the following rules:

Rule 1: The heirs specified in Class I above shall take simultaneously and equally

Rule 2: The widow of the deceased or if there are more widows than one, all the widows together shall take one share

Rule 3: The surviving sons and daughters and mother of the deceased shall each take one share

Rule 4: The heirs in branch of each pre-deceased son or pre-deceased daughter of the deceased shall take between them one share.

Rule 5: The distribution of the share referred to in Rule 4 above

i) Among the heirs in the branch of the pre-deceased son shall be so made that the widow (or widows together) and his surviving sons and daughters get equal portions, and the branch of his pre-deceased sons get the same portions.

ii) Among the heirs in the branch of the pre-deceased daughter shall be so made that her surviving sons and daughters get equal portions.

#### CLASS II HEIRS:

First Entry	Father
Second Entry	Son's daughter's son; son's daughter's daughter; brother; sister
Third Entry	Daughter's son's son; daughter's son's daughter; daughter's daughter's son; daughter's daughter's daughter.
Fourth Entry	Brother's son; sister's son; brother's daughter; sister's daughter
Fifth Entry	Father's father; father's mother
Sixth Entry	Father's widow; brother's widow
Seventh Entry	Father's brother; father's sister
Eighth Entry	Mother's father; mother's mother
Ninth Entry	Mother's brother; mother's sister

#### EXPLANATION:

In the class of heirs given above, references to a brother or sister do not include reference to a brother or sister by uterine blood.

## **ORDER OF SUCCESSION AND DISTRIBUTION OF PROPERTY AMONG CLASS II HEIRS**

Only in the absence of any of the heirs in Class I, the heirs in Class II are to be considered and in doing so, those in the first entry shall exclude those in the second entry and so on.

The heirs, specified in each entry in Class II shall take simultaneously and equally.

Two examples are given below by way of illustration:

1. A Hindu dies leaving father, brother, daughter's son's son and sister's son. Here all the heirs are Class II heirs. But father is found in the first entry of Class II heirs. Therefore, he takes the entire property to the exclusion of all others
2. A Hindu dies leaving son's daughter's daughter, sister, brother, and father's mother as his heirs. Here all the heirs are Class II heirs. But first three heirs are found in entry II of Class II. Therefore, they inherit simultaneously in equal shares each getting 1/3, Father's mother being listed in entry V of Class II does not get any share.

## **II. FEMALE HINDU DYING INTESTATE**

(a) In the case of Female Hindu unmarried and dying intestate:

The following are the heirs in order of preference:

- (i) Firstly, mother and father, taking simultaneously and equally
- (ii) In the absence of heirs under clause (i) above, the heirs of the father
- (iii) In the absence of heirs under clause (i) and (ii) above, the heirs of the mother.

(b) In the case of Female Hindu married and dying intestate:

(i) The following are the heirs in the order of preference:

1. Firstly, upon the sons and daughters (including the children of any predeceased son or daughter) and the husband.
2. Secondly, upon the heirs of the husband.
3. Thirdly, upon the mother and father.
4. Fourthly, upon the heirs of the father and
5. Lastly upon the heirs of the mother

(ii) Notwithstanding anything contained in (b) (i) above, any property inherited by a female Hindu from her father or mother shall devolve, in the absence of any son or daughter of the deceased (including the children of any predeceased son or daughter), not upon the other heirs referred to in clause (b) (i) above, but upon the heirs of the father and any property inherited by a female Hindu from her husband or from her father in law shall devolve, in the absence of any son or daughter of the deceased (including the children of any predeceased son or daughter) not upon the other heirs referred to in clause (b) (i) above but upon the heirs of the husband.

(iii) The order of succession among the heirs referred to above shall as under

Rule 1: among the heirs mentioned in clause (b) (i) above, those in one entry shall exclude those in any succeeding entry, and those included in the same entry shall take simultaneously and equally

Rule 2: if any son or daughter had predeceased the deceased leaving his or her own children, such children shall take between them the share which their father or mother would have taken if they were alive at the time of the death of the deceased

Rule 3: The devolution of the property of the deceased on the heirs referred in sub clause (b) (i) (2), (b) (i) (4), (b) (i) (5) and clause (b) (ii) above shall be in the same order and according to the same rules as would have applied if the property had been the father's or mother's or the husband's as the case may be and such person has died intestate in respect thereof immediately after the death of the deceased.

## **B. LEGAL HEIRS UNDER MUSLIM LAW**

There are two main sects of Muslims in India viz., the Sunnies and the Shias. In recognizing and setting claims of Muslims, it is to be ascertained first as to which sect the deceased belonged, since the law of inheritance applicable to each sect differs in certain respects.

### SUNNIES

In India the sunnies are governed by the Hanafi Law of Inheritance.

Under Hanafi Law there are 3 classes of heirs, viz.,

Sharers	Those who are entitled to a prescribed share of the inheritance.
Residuaries	Who take no prescribed share, but succeed to the residue left after the claims of the sharers are satisfied.
Distant Kindred	Those relations by blood, who are neither sharers nor residuaries

The order of inheritance is as under:

Firstly, the sharers being entitled to a prescribed share:

Secondly, after satisfaction of the claims of the sharers, if residue is left, then to the residuaries;

Thirdly, upon the distant kindred if there are no sharers and/or residuaries.

#### (a) Sharers

As per the Hanafit Law, there are 12 sharers. The list of sharers and the extent of their shares is given in schedule II. It should be noted that on certain contingencies, the shares are either excluded from inheritance or the extent of their shares varied which are indicated in column 4 of Schedule II.

#### (b) Residuaries

If there are no sharers or if there are sharers but there is residue after satisfying the claims of the sharers, then the residuaries will take in the order set forth in Schedule III.

#### (c) Distant Kindred

If there are no sharers or residuaries, then the inheritance is divided amongst distant kindred.

A few illustrations are given below as to how the properties are to be distributed to the different sharers and residuaries according to the principles stated above

#### 1. A female Muslim dies leaving husband and father

Firstly, sharers will have to be considered. In this case, though father and husband are sharers, the father becomes a residuary since there is no child or child of a son (Refer columns 1 and 4 of item 1 of Schedule II). Hence, husband alone will have to be considered as a sharer. In this case, he will be entitled to 1/2 share since there is no child or child of a son (Refer columns 2 and 4 of item 3 of Schedule II)

As there is no other sharer, the father who has become a residuary and being the only residuary, will be entitled to be balance of 1/2 share.

In the result, the assets of the deceased will have to be apportioned as under

Husband: 1/2 share

Father: 1/2 share

#### 2. A male Muslim dies leaving behind a widow, a son and a daughter.

Firstly, sharers will have to be considered. The widow as sharer will get only 1/8 share if there is a child (refer columns 2 and 3 of item 4 of schedule II). In this case, the daughter though a sharer, will inherit only as a residuary since there is a son (refer col 4 of item 7 of schedule II)

As this is no other sharer, the son and daughter will inherit the balance of the asset as residuaries. However, a son will get twice the share of a daughter. Hence the son will get 2/3 of 7/8 and the daughter will get 1/3 of 7/8.

In the result, the assets of the deceased will have to be apportioned as under:

Widow: 1/8

Son: 7/12

Daughter: 7/24

#### 3. A male Muslim dies leaving father, one son and one daughter

Firstly, sharers will have to be considered. The father being a sharer gets  $1/6$  (refer col.2 of item 1 of Schedule II). The daughter though a sharer, will become a residuary when there is a son and hence in this case she will be taking only as a residuary along with the son.

As there is no other sharer, we have to consider next the residuaries. The son is the only residuary. He along with the daughter takes the balance as residuaries, the share of the son will always be twice that of the daughter. Hence, the son gets  $2/3$  of  $5/6$  i.e.  $5/9$  and the daughter gets  $1/3$  of  $5/6$  i.e.  $5/18$ .

In the result, the asset of the deceased will have to be apportioned as under

Father:  $1/6$

Son:  $5/9$

Daughter:  $5/18$

4. A Muslim (male or female) dies leaving behind father and mother

Firstly, sharers will have to be considered. Father will not be a sharer in this case, since he becomes a residuary in the absence of a child or child of a son (refer col 4 of item 1 of schedule II). Next, the mother as sharer takes  $1/3$  since there is no child or child of a son (refer col.4 of item 5 of schedule II)

Next as a residuary, the father gets the balance of  $2/3$

In the result, the asset of the deceased will have to be apportioned as under

Mother:  $1/3$

Father:  $2/3$

5. A male Muslim dies leaving widow, a full brother and a full sister.

Firstly, sharers will have to be considered. The widow will get  $1/4$  share since there is no child or child of a son (Refer col.4 of item 4 of schedule II). As there is a full brother, the full sister will become a residuary along with the full brother.

As there is no other sharer, the balance will be taken by the residuaries viz. the full brother and the full sister. However, the full brother will take twice the share of the full sister. Hence the full brother will take  $2/3$  of  $3/4$  i.e.  $1/2$  and the full sister will take  $1/3$  of  $3/4$  i.e.  $1/4$ .

In the result, the asset of the deceased will have to be apportioned as under

Widow:  $1/4$

Full brother:  $1/2$

Full Sister:  $1/4$

6. A male Muslim dies leaving mother, widow and two full sisters.

Firstly, sharers will have to be considered. The wife will take  $1/4$  share as there is no child or child of a son (refer col 4 of item 4 of Schedule II). Next, the mother as sharer will take  $1/6$  as there is no child or child of a son and as there are more than one full sister (refer col.4 of item 5 of schedule II), Next the two full sisters together as sharers will take  $2/3$ .

It will be seen that an apportionment as above indicated, will result in the total shares exceeding unity (i.e.  $1/4+1/6+2/3=13/12$ ). In such cases, the doctrine known as "AUL" is to be applied to diminish proportionately the shares of the heirs so as to bring the unity.

## SHIA

Under Shia Law, there are two classes of heirs viz., sharers and residuaries.

The sharers are 9 in number. The list of sharers and the extent of their shares is given in Schedule IV. It should be noted that on certain contingencies, the extent of their share is varied which is indicated in column 4 of Schedule IV.

A few illustrations are given below as to how the properties are to be distributed to the different sharers and residuaries according to the principles stated above.

1. A female Muslim dies leaving behind husband, mother and father

Firstly, sharers will have to be considered. In this case, though father, mother and husband are sharers, the father becomes a residuary since there is no child or child of a son or daughter (refer col.1 and 4 of item 3 of Schedule

IV). The husband will be entitled to  $\frac{1}{2}$  share since there is no child or child of a son (refer col.2 and 4 of item of Schedule IV). The mother as a sharer will be entitled to  $\frac{1}{3}$  share, as there is no child or child of a son or daughter (refer columns 3 and 4 of item 4 of Schedule IV). The father being the only residuary will be entitled to the balance of  $\frac{1}{6}$  share.

In the result, the asset of the deceased will have to be apportioned as under

Husband:  $\frac{1}{2}$

Mother:  $\frac{1}{3}$

Father:  $\frac{1}{6}$

2. A male Muslim dies leaving a widow, mother and father

Firstly, sharers will have to be considered. The widow as a sharer will get  $\frac{1}{4}$  share as there is no child or child of a son or daughter (Refer columns 2,3 and 4 of item 2 of Schedule IV). The mother as a sharer will be entitled to  $\frac{1}{3}$  share as there is no child or child of a son or daughter (refer columns 3 and 4 of item of 4 of Schedule IV). Though father is a sharer, he becomes a residuary since there is no child or child of a son or daughter (refer columns 2,3 and 4 of item 3 of Schedule IV). The father being the only residuary will be entitled to be balance of  $\frac{1}{6}$  share.

In the result, the asset of the deceased will have to be apportioned as under

Widow:  $\frac{1}{4}$  share

Mother:  $\frac{1}{3}$  share

Father:  $\frac{5}{12}$  share

3. A Muslim (male or female) dies leaving mother, father and a son.

Firstly, sharers will have to be considered. Mother as a sharer will get  $\frac{1}{6}$  share as there is a lineal descendant. Viz. son of the deceased (refer columns 2, 3 and 4 of item 4 of Schedule IV). Father also as a sharer will get  $\frac{1}{6}$  share since there is a lineal descendant viz. son of the deceased (refer col.2,3 & 4 of item 3 of schedule IV). The son being the only residuary will be entitled to the balance, viz.,  $\frac{2}{3}$  share.

In the result, the asset of the deceased will have to be apportioned as under

Mother:  $\frac{1}{6}$  share

Father:  $\frac{1}{6}$  share

Son:  $\frac{2}{3}$  share

4. A Muslim (male or female) dies leaving mother, father and two daughters

Firstly, sharers will have to be considered. Mother as a sharer will get  $\frac{1}{6}$  share since there are lineal descendants viz. daughters of the deceased (refer columns 2,3 and 4 of item 4 of Schedule IV). Father as a sharer will get  $\frac{1}{6}$  since there are lineal descendants viz. daughters of the deceased (Refer columns 2, 3 and 4 of item 3 of Schedule IV). The two daughters together as sharers will be entitled to  $\frac{2}{3}$  share (refer columns 2,3 and 4 of item 5 of Schedule IV)

In the result, the asset of the deceased will have to be apportioned as under

Mother:  $\frac{1}{6}$  share

Father:  $\frac{1}{6}$  share

2 Daughters:  $\frac{2}{3}$  share each taking  $\frac{1}{3}$  share

5. A female Muslim dies leaving husband, a full brother and a full sister.

Firstly, sharers will have to be considered. Husband will get  $\frac{1}{2}$  share since there is no lineal descendant viz., son or daughter or children of either of them (refer column 2,3 & 4 of item 1 of Schedule IV)

As there is a full brother, full sister will become a residuary along with the full brother (refer col.4 of item 8 of Schedule IV)

As there is no other sharer, the balance will be taken by the residuaries viz., the full brother and the full sister. However, the full brother will take twice the share of the full sister. Hence, the full brother will take  $\frac{2}{3}$  of  $\frac{1}{2}$  i.e.  $\frac{1}{3}$  and the full sister will take  $\frac{1}{3}$  of  $\frac{1}{2}$  i.e.  $\frac{1}{6}$

In the result, the asset of the deceased will have to be apportioned as under

Husband:  $\frac{1}{2}$  share  
Full brother:  $\frac{1}{3}$  share  
Full Sister:  $\frac{1}{6}$  share

6. A male Muslim dies leaving father, window, a son and two daughters.

Firstly, sharers will have to be considered. In this case, father is a sharer (refer columns 2,3 and 4 of item 3 of schedule IV) and his share will be  $\frac{1}{6}$ . Window is also a sharer (Refer col.2,3 and 4 of item 2 of schedule IV) and her share will be  $\frac{1}{8}$ . Though daughters are normally sharers, along with son/sons they become residuaries (refer columns 2, 3 and 4 of item 5 of schedule IV) Son and daughters therefore take the balance as residuaries, the son taking twice the share of a daughter.

In the result, the asset of the deceased will have to be apportioned as under

Father:  $\frac{1}{6}$  share  
Widow:  $\frac{1}{8}$  share  
Son:  $\frac{17}{48}$  share  
2 daughters:  $\frac{34}{96}$  share, each taking  $\frac{17}{96}$  share

7. A Muslim (male or female) dies leaving father, mother, two sons and a daughter

Firstly, sharers will have to be considered. In this case, father is a sharer (refer columns 2, 3 and 4 of item 3 of Schedule IV) and his share will be  $\frac{1}{6}$ . Mother is also a sharer (refer columns 2,3 and 4 of item of Schedule IV) and her share will be  $\frac{1}{6}$ . Though daughter normally is a sharer, along with son/sons she becomes a residuary (Refer columns 2,3 and 4 of item 5 of schedule IV). Sons are always residuaries. Sons and daughter therefore take the balance as residuaries, the son twice the share of a daughter.

In the result, the asset of the deceased will have to be apportioned as under

Father:  $\frac{1}{6}$  share  
Mother:  $\frac{1}{6}$  share  
Daughter:  $\frac{2}{15}$  share  
2 Sons:  $\frac{8}{15}$  share, each taking  $\frac{4}{15}$  share.

8. A male Muslim dies leaving mother, father and one daughter

Firstly, sharers will have to be considered. Mother will take  $\frac{1}{6}$  share as there is a lineal descendant viz., daughter of the deceased (refer columns 2,3 and 4 of item 4 of Schedule IV). Next, the father as a sharer will take  $\frac{1}{6}$  share as there is a lineal descendant viz., the daughter of the deceased (refer columns 2,3 and 4 of item 4 of Schedule IV). The daughter as a sharer will take  $\frac{1}{2}$  share (refer columns 2, 3 and 4 of item 5 of schedule IV).

It will be seen that on apportionment as indicated above, (i.e.  $\frac{1}{6} + \frac{1}{6} + \frac{1}{2} = \frac{5}{6}$ ), there will be left over  $\frac{1}{6}$  share after satisfying the sharers. In such case the doctrine known as "RAAD" is to be applied to increase proportionately the shares of the heirs so as to bring it to unity.

### **C. LEGAL HEIRS UNDER CHRISTIAN LAW**

The claims of Christians will have to be considered and settled in accordance with the relevant provisions of the Indian Succession Act, 1925.

The order of succession is as under:

Firstly, upon the wife or husband being entitled to

1/3 share in the asset, in case the deceased had left any child or children and/or child or children of predeceased son or daughter.

Secondly upon the son, daughter, child or children of the predeceased son or daughter of the deceased taking the remainder simultaneously and equally.

Thirdly, in the absence of heirs mentioned in clauses (i) and (ii) above, upon the kindred of the deceased in the following order

(a) Father

(b) In the absence of father; the following viz., mother, brother, sister, including children of predeceased brother or sister (children of each branch taking one share to be divided among themselves equally) all taking simultaneously and equally.

### **D. LEGAL HEIRS UNDER PARSİ LAW**

The claims of Parsis will have to be considered and settled according to the relevant provisions of the Indian Succession Act, 1925,

The order of succession is as under

- (i) In the case of a male Parsi dying intestate leaving a widow and children, the share of each son and of the widow shall be double the share of the daughter. However, if there is no widow, each son's share shall be double the share of each daughter. Further, if the deceased had left father or mother, then the father shall receive a share equal to half of a son's share and the mother shall receive a share equal to half the share of a daughter;
- (ii) In the case of a female Parsi dying intestate leaving her husband and children, all of them share equally. If however, the deceased is not survived by husband but only children the children will share among themselves equally.
- (iii) If there are other claimants, such as grandchildren etc., apart from those mentioned in clauses (i) and (ii) above, reference will have to be made to Zonal Office for guidance.

**SCHEDULE I**  
**Guardians of Minors**

**(A) HINDUS:**

The following are the guardians in the order of preference

- (a) Father
- (b) In the absence of the father, mother
- (c) The person appointed as guardian by mother under her Will (otherwise called a testamentary guardian)
- (d) The person appointed as guardian by father under his will, provided the mother had predeceased the father or the mother dies without appointing by Will any person as guardian.
- (e) In the absence of any of the above guardians, a person appointed by a competent Court.

**(B) MUSLIMS**

The following are the guardians in the order of preference (applicable to both the sect viz. Sunnies and Shias)

- (a) Father
- (b) A person appointed by the father under his Will (otherwise called a testamentary guardian)
- (c) In the absence of the father and/or a testamentary guardian, the father's father.
- (d) In the absence of any one of the above, the person appointed by the father's father under his Will (also called a testamentary guardian)
- (e) In the absence of the above persons, a person appointed by a competent Court.

**(C) CHRISTIANS & PARSIS:**

- (a) Father
- (b) In the absence of father, the person appointed by a competent Court.

## SCHEDULE II

### TABLE OF SHARES – Sunni Law

Sharers	Normal Share		Conditions under which the normal share is inherited	This column sets out: (A) Shares of Sharers Nos.3,4,5,8 and 12 as varied by special circumstances  (B) Conditions under which Sharers No.1,2,7,8,11 and 12 succeed as Residuaries
	of one	of two or more collectively (a)		
<b>FATHER</b>	1/6	...	When there is a child or child of a son h.l.s.*	(When there is no child or child of a son h.l.s., the father inherits as a residuary; see Table of Residuaries No.3)
<b>TRUE GRAND FATHER</b>	1/6	...	When there is a child or child of a son h.l.s and no father or nearer true grandfather	(When there is no child or child of a son h.l.s., the Tr.G.F inherits as a residuary provided there is no father or nearer Tr.G.F.,(See Tab of Res. No.4)
<b>HUSBAND</b>	1/4	...	When there is a child or child of a son h.l.s	½ When no child or child of a son h.l.s
<b>WIFE (b)</b>	1/8	1/8	When there is a child or child of a son h.l.s	¼ when no child or child of a son h/l/s
<b>MOTHER</b>	1/6	...	(a) When there is a child or child of a son h.l.s or  (b) When there are two or more brothers or sisters or even one brother and one sister, whether full, consanguine or uterine	1/3 when no child or child of a son h.l.s., and not more than one brother or sister (if any); but if there is also wife or husband and the father, then only 1/3 of what remains after deducting the wife's or husband's share
<b>TRUE GRAND OTHER</b>	1/6	1/6	(A) Maternal – when no mother and no nearer true grandmother either paternal or maternal  (B) Paternal – when no mother, no father, no nearer true grandmother either paternal or maternal, and no intermediate true grandfather	
<b>DAUGHTER</b>	1/2	2/3	When no son	(With the son she becomes a residuary: see (Table of Residuaries No.1)

<b>SON'S DAUGHTER h.l.s</b>	1/2	2/3	When no (1) son (2) daughter, (3) higher son's son, (4) higher son's w...or (5) equal son's son (c)	When there is only one daughter or higher son's daughter but no (1) son, (2) higher son's son or (3) equal son's son, the daughter or higher son's daughter will take 1/2 and the son's daughter h.l.s (whether one or more) will take 1/6 (i.e.2/3-1/2) (With an equal son's son she becomes a residuary; see Table of Residuaries No.2)
<b>e.g., (i) Son's daughter</b>	1/2	2/3	When no (1) son, (2) daughter or (3) son's son	When there is only one daughter the son's daughter (whether one or more) will take 1/6 if there be no son or son's son (with the son's son she becomes a residuary; see Table of Residuaries No.2)
<b>(ii) Son's son's daughter</b>	1/2	2/3	When no (1) son, daughter, (3) son's son, (4) son's daughter, or (5) son's son's son	When there is only one daughter or son's daughter, the son's son's daughter (whether one or more) will take 1/6, if there be no (1) son, (2) son's son or (3) son's son's son (with the son's son's son she becomes a residuary; see Table of Residuaries No.2)
<b>UTERINE BROTHER OR SISTER</b>	1/6	1/3	When no (1) child, (2) child of a son h.l.s (3) father or (4) true grandfather.	
<b>FULL SISTER</b>	1/2	2/3	When no (1) child, (2) child of a son h.l.s., (3) father, (4) true grandfather, or (5) full brother	(With the full brother she becomes a residuary; see Table of Residuaries. No.6)
<b>CONSANGUINE SISTER</b>	1/2	2/3	When no (1) child, (2) child of a son h.l.s.,(3) father, (4) true grand father, (5) full brother, (6) full sister, or (7) consanguine brother	But if there is only one full sister and succeeds as a sharer (whether one or more) will take 1/6, w she is not other wise excluded from inheritance (With the consanguine brother she becomes residuary; see Table of Residuaries No.7)

(a) The collective share is always divided equally among those to whom it is allotted.

(b) A mohomeddan can have as many as four wives at a time

(c) If there be a son's son and a son's son's daughter, the former is a higher son's son in relation to the latter. If there be a son's son's son and a son's daughter the former is a lower son's son in relation to the latter

And if there be a son's son and son's daughter or a son's son's daughter, the former is an equal son's son in relation to the latter, both being equally removed from the deceased.

h.l.s- how low so ever

## SCHEDULE III

### Table of Residuaries in order of succession – Sunni Law

<b>I DESCENDANTS</b>	
<b>1. SON DAUGHTER</b>	Becomes a residuary when the deceased leaves behind him a son. The daughter as a residuary will always take with the son of the deceased, the son taking twice the share of a daughter.
<b>2. SON'S SON h.l.s*</b>	The nearer in degree excluding the more remote. Two or more son's sons inherit in equal shares. Son's daughter h.l.s takes as a residuary with an equal son's son. If there be no equal son's son, but there is a lower son's son, she takes as a residuary with him, provided she cannot inherit as a sharer. In either case, each son's son h.l.s takes double the share of each son's daughter h.l.s
Note: When the son's daughter h.l.s becomes a residuary with a lower son's son, and there are son's daughter h.l.s equal in degree with the lower son's son she shares equally with them as if they were all of the same grade	
<b>II ASCENDANTS:</b>	
<b>3. FATHER</b>	The nearer in degree excluding the more remote
<b>4. TRUE GRANDFATHER h.h.s*</b>	
<b>III DESCENDANTS OF FATHER:</b>	
<b>5. FULL BROTHER FULL SISTER</b>	Takes as a residuary with full brother, the brother taking a double portion
<b>6. FULL SISTER</b>	In default of full brother and the other residuaries above named, the full sister takes the residue, if any, if there be (1) a daughter or daughters or (2) a son's daughter or daughters h.l.s or even if there be (3) one daughter and a son's daughter or daughters h.l.s
<b>7. CONSANGUINE BROTHERS CONSANGUINE SISTER</b>	Takes as a residuary with consanguine brother, the brother taking double portion.
<b>8. CONSANGUINE SISTER</b>	In default of consanguine brother and the other residuaries above named, the consanguine sister takes the residue, if any, if there be (1) a daughter or daughters or (2) a son's daughter or daughters h.l.s or even there be (3) one daughter and a son's daughter or daughters h.l.s
<b>9. FULL BROTHER'S SON 10. CONSANGUINE BROTHER'S SON 11. FULL BROTHER'S SON'S SON 12. CONSANGUINE BROTHER'S SON'S SON</b>	
Then come remoter male descendants of No.11 and No.12, that is, the son of No.11 then the son of No.12, then the son's son of No.11, then the son's son of No.12 and so on in line order.	
<b>IV DESCENDANTS OF TRUE GRANDFATHER h.h.s*:</b>	

<p><b>13. FULL PATERNAL UNCLE</b></p> <p><b>14. CONSANGUINE PATERNAL UNCLE</b></p> <p><b>15. FULL PATERNAL UNCLE'S SON.</b></p> <p><b>16. CONSANGUINE PATERNAL UNCLE'S SON</b></p> <p><b>17. FULL PATERNAL UNCLE'S SON'S SON</b></p> <p><b>18. CONSANGUINE PATERNAL UNCLE'S SON'S SON.</b></p>	
<p>Then come remoter male descendants of Nos.17 and 18 in like order and manner as descendants of Nos.11 and 12.</p>	
<p><b>19. MALE DESCENDANTS OF MORE REMOTER TRUE GRANDFATHERS</b></p>	<p>In like order and manner as the deceased's paternal uncles and their sons and son's sons.</p>

\*h.l.s how low so ever

\*h.h.s.how high so ever

## SCHEDULE IV

Table of sharers – Shia Law

Sharers	Normal Share		Conditions under which the normal share is inherited	Share as varied by special circumstances
	of one	of two or more collectively		
<b>HUSBAND</b>	1/4	...	When there is a lineal descendant.	1/2 When no such descendant.
<b>WIFE</b>	1/8	...	When there is a lineal descendant	1/4 When no such descendant.
<b>FATHER</b>	1/6	...	When there is a lineal descendant	(If there be no lineal descendant, the father inherits as a residuary)
<b>MOTHER</b>	1/6	...	(a) When there is a lineal descendant:  Or  (b) When there are two or more full or consanguine brothers, or one such brother and two such sisters, or four such sisters with the father	
<b>DAUGHTER</b>	1/2	2/3	When no son	(With the son she takes as a residuary)
<b>UTERINE BROTHER OR SISTER</b>	1/6	1/3	When no parent, or lineal descendant	
<b>FULL SISTER</b>	1/2	2/3	When no parent or lineal descendant of full brother or father's father	(The full sister takes as a residuary, with the full brother and also with the father's father)
<b>CONSANGUINE SISTER</b>	1/2	2/3	When no parent, or lineal descendant or full brother or sister, consanguine brother or father's father	(The consanguine sister takes as a residuary with the consanguine brother and also with the father's father.)

Note: - The descendants h.l.s of sharers are also sharers