

RESTRICTED

No.MBI.2025. /MBI INDIA

SETTLEMENT OF CLAIMS OF DECEASED DEPOSITORS - INDIA BRANCH

PUBLISHED DATE:
2025

VERSION:
1.0

This document is issued by the Corporate Secretary Unit and applies to all Maybank Indonesia (India) employee. The contents of this document become intellectual property rights of Maybank Indonesia and none of the part of this document can be reproduced or sent in any format, form and/or manner, either through devices and/or electronic media, including making copies, records or use data storage and withdrawing devices without prior written approval from the Corporate Secretary Unit. All contents of this document are confidential. The use and distribution are restricted.

SUMMARY OF CHANGES

Version	Date	Summary of Changes	Documented by	Major Revision Description
1.0	2025	N/A	Ganesh Chaudhari	-

This policy is reviewed and approved by:

No	Working Unit	Name
1.	General Manager and Country Head - India	Mohit Varma
2.	CFO - India	Vikas Golyan
3.	CRO - India	Swati Bhawe
4.	Head - Compliance	Amrik Singh
5.	Head- HR	Yusuf Cementwala
6.	Head- Treasury	Chetan Shenoy
7.	Head - Operations	Rahul Sanghvi
8.	Head - Transaction Banking & FI	Anish Verma
9.	Head - Corporate Banking	Bharat Pania
10.	Head - IT	Shridhar Chary
11.	Corporate Secretary (HO)	Putu Dewika Angganingrum
12.	Compliance (HO)	Iwan Nugroho
13.	Corporate Lagal & Litigation (HO)	Khusnudhon
14.		

And Approved by Head of Working Unit

No	Name	Decision	Date	Signature
1.	Golfina Kusmarningrum	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with notes <input type="checkbox"/> Not Approved		
2.	Mohit Varma	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with notes <input type="checkbox"/> Not Approved		

Table of Contents

I. PRELIMINARY	7
1. Background	7
2. Purpose	7
3. Scope and Application	7
4. Approval	8
5. Owner	8
II. GENERAL PROVISIONS.....	9
1. Nomination Facility.....	9
2. Survivorship	9
3. Customer Guidance and Publicity	9
III. SETTLEMENT OF CLAIMS IN VARIOUS TYPES OF ACCOUNTS/FACILITIES	10
1. Single Account with or without nomination	10
2. Joint Account With Or Without Nomination And Without Survivorship Mandate (Operated Jointly).....	11
3. Joint account with mandate “Either or Survivor”/ “Former or survivor”/ “Anyone or Survivors”/ “Latter or Survivor” - with or without nomination:	13
IV. Settlement Of Claims In Respect Of Missing Persons	14
1. Legal Position	14
2. Adoption of simplified procedures to avail inconvenience and undue hardship to the common person.....	15
3. Settlement of claims within threshold limits	15
V. Simplification of the process for settlement of claims in deceased depositors' account	15
1. Documentation.....	15
2. Time Norms for settlement of claims.....	16
3. Competent authority for settlement of claims	16
4. Premature termination of Term Deposits Accounts and payment of interest/other issues relating to Term Deposit Account	16
5. Treatment of flows in the name of the deceased depositor.....	17
6. Provisions of Law regarding Legal heirs	17
VI. EFFECTIVE ISSUE DATE.....	20

REFERENCE DOCUMENT**Commented [IJF1]:** Please complete

NO.	DOCUMENT
1	RBI Circular No. DBOD.No.Leg.BC.95 /09.07.005/2004-05 for settlement of claims in respect of deceased depositors

DEFINITION**Commented [IJF2]:** Please complete

NO	TERM	DEFINITON
1	KYC	Know Your Customer
2	BSBDA	Basic Savings Bank Deposit Accounts
3	HUF	Hindu Undivided Family
4	RBI	Reserve Bank of India
5	TDS	Tax Deducted at Source

I. PRELIMINARY

Commented [IJF3]: Please complete

1. Background

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

The legal position is quite clear in the matter of deceased claims. In the absence of nomination or clear mandate in respect of a joint account or a will left behind by the deceased depositor, banks are expected to pay the stock (balance outstanding) at the time of death of the person to all the legal heirs of the deceased. Considering the risk involved, banks traditionally used to look for legal representation (in the form of a succession certificate, letter of administration or probate, etc) for settlement of claims. The system of obtaining operational mandates in joint accounts emerged as a banking practice to overcome difficulties in settlement of claims in deceased accounts. Subsequently, the statutes were amended in 1985 to provide for nomination facility in bank deposits, safe deposit lockers and safe custody articles. However, since nomination facility is optional at the discretion of the depositor, problems and difficulties in settlement of deceased claims persisted.

The Reserve Bank of India vide its Circular No. DBOD.No.Leg.BC.95/09.07.005/2004-05, had issued detailed guidelines for evolving simplified procedure for settlement of claims in respect of deceased depositors. The CPPAPS had also made recommendations for easy operation of lockers.

The RBI vide its Circular DBOD.No.Leg.BC.80/09.07.005/2007-08, has issued guidelines for claims in respect of missing persons. The circular brings out the position of Law for presumption of death. The banks were advised to settle the claims of legal heirs of a missing person after considering the legal opinion and take into account the facts and circumstances of each case.

2. Purpose

The purpose of this document is to facilitate expeditious and hassle-free settlement of claims on the death of a depositor RBI has asked the banks to follow the a simple procedure with minimum documentation for release of the balance in deceased account holders

3. Scope and Application

This policy is applicable to all employees of MBI India in connection with their activities with respect to the adherence of the points mentioned

4. Approval

This procedure is approved by Head of Working Unit.

5. Owner

Owner of this policy is Corporate Secretary.

Proposed by MBI India and Global Banking - International Operation

II. GENERAL PROVISIONS

Guidance to the customers on advantages of nomination facility/survivorship mandate:

1. Nomination Facility

Nomination Facility - an ideal tool to mitigate hardships of common persons in settlement of claims in the event of death of the account holder.

- Nomination facility simplifies the procedure for settlement of claims of deceased depositors as banks get a valid discharge by making payment of the balance outstanding in a depositor's account at the time of his death or delivering contents of locker or articles kept in safe custody to the nominee.
- Nomination is optional for bank customers. It is therefore necessary that nomination facility is popularized and customers are made aware of its advantages while opening a deposit account or opting for the lockers.
- Branch should inform account holder about the availability of nomination as a voluntary facility and recommend his/her availing the option. Nomination facility, if availed, would ensure smooth settlement of claim to the nominee.
- It should also be made clear to the depositor(s) that nomination is introduced solely for the purpose of simplifying the procedure for settlement of claims of deceased depositors and nomination facility does not take away the rights of legal heirs on the estate of the deceased. The nominee would be receiving the stock from the bank as a trustee of the legal heirs.

2. Survivorship

- A joint account opened as "Either or Survivor" or "Any one or Survivors" or "Former or Survivor" or "Later or Survivor" will permit the surviving account holder (s) to have unimpeded access to the credit balance in the account for withdrawal if one of the co-account holders dies.
- If the mandate of survivorship is given/provided, the survivor(s) can give a valid discharge to the bank in the case of "Either or Survivor"/"Anyone or Survivors" and "Former or Survivor"/"Latter or Survivor" joint accounts.
- In short, payment to survivor(s) can be made in the normal course subject to the only rider that there is no order from a competent court restraining the bank from making such payment.

3. Customer Guidance and Publicity

Branch should provide guidance to deposit account holders on the advantages of the nomination facility and the survivorship clause. It should be highlighted in the event of the death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder/s, unless there is a survivorship clause.

III. SETTLEMENT OF CLAIMS IN VARIOUS TYPES OF ACCOUNTS/FACILITIES

1. Single Account with or without nomination

a. Savings Account/Current Account

With Nomination:

The balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of depositor

Without Nomination

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

b. Term Deposit Account

With Nomination:

The balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of depositor on maturity of deposit.

Without Nomination:

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

c. Premature termination of Term Deposit Account

With Nomination:

Premature termination of term deposit account as per terms of contract will be permitted at the request of the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of depositor.

Without Nomination:

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

2. Joint Account With Or Without Nomination And Without Survivorship Mandate (Operated Jointly)

a. Savings Account/Current Account

With Nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder (or any of them as mandated by all the legal heirs) against their joint claim on verification of the authority of the legal heirs and proof of the death of the depositors.
- b) In the event of death of both/all joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his identity (such as Election ID Card, PAN card, Passport etc.) and proof of death of depositors.

Without Nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, the amount outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased account holder (or any one of them as mandated by all the legal heirs) against their joint claim on verification of the authority of legal heirs and proof of death of depositor.
- b) In the event of death of both/ all joint account holders, the balance outstanding will be paid jointly to the legal heir(s) of all the deceased depositors (or any of them as mandated by all the legal heirs) on verification of authority of the legal heirs and proof of death of the depositors.

b. Term Deposit Account

With Nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder (or any one of them as mandated by all the legal heirs) on verification of identity of the legal heirs and proof of death of the depositor on maturity of the deposit.
- b) In the event of death of both / all the joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and the proof of death of depositors on maturity of the deposit.

Without Nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to the survivor(s) and the legal heir(s) of the deceased joint account holders (or any of them as mandated by all the legal heirs) against their joint claim on verification of authority of the legal heirs and proof of death of the depositor on maturity

of the deposit.

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

c. Premature termination of Term Deposit Account

With Nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of identity of the legal heirs and proof of death of depositor.
- b) Premature termination of term deposit account as per the terms of contract will be permitted at the request of the nominee on verification of his / her identity (such as Election ID Card, PAN Card, Passport, etc.) and proof of the death of the depositors.

Without Nomination

- a) In the event of death of one (or more but not all) of the joint account holders, premature termination will be permitted against joint request by the survivor(s) and the legal heir(s) of all the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositor.
- b) In the event of death of both/all the joint account holders, premature termination will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

3. Joint account with mandate “Either or Survivor”/ “Former or survivor”/ “Anyone or Survivors”/ “Latter or Survivor” - with or without nomination:

a. Savings Account/Current Account

With Nomination:

- a) In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor (s) on verification of proof of death of the depositor.
- b) In the event of death of both/all the joint depositors, the balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of depositors.

Without Nomination:

- a) In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor on verification of proof of death of the depositor.
- b) In the event of death of both/all the joint depositors, the balance outstanding will be paid jointly to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of depositors.

b. Term Deposit Account

With Nomination:

- a) In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor(s) on verification of proof of death of the depositors on maturity of deposit or as agreed at the time of opening of deposit.
- b) In the event of death of all joint depositors, the balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of depositors on maturity of deposit or as agreed at the time of opening of deposit.

Without Nomination:

- a) In the event of death of one of the depositors (or more, but not all), the balance outstanding will be paid to the survivors on verification of proof of death of the depositor on maturity of deposit or as agreed at the time of opening of deposit.
- b) In the event of death of all joint depositors, the balance outstanding will be paid to the legal heir(s) of all the deceased depositors (or any one of them as mandated by all the legal heirs of joint holders) on verification of authority of legal heirs and proof of death of depositors on maturity of deposit.

c. Premature termination of Term Deposit Account**With Nomination:**

- a) In the event of death of one (or more but not all) of the depositors, the survivor(s) will have the right to seek premature termination of term deposit account as per the terms of contract on verification of proof of death of the depositor.
- b) In the event of death of all the joint depositors, the nominee will have right to seek premature termination of term deposit account as per the terms of the contract on verification of his/her identity (such as Election ID Card, PAN Card, passport etc.) and proof of death of depositors.

Without Nomination:

- c) In the event of death of one (or more but not all) of the depositors premature termination will be allowed against request from surviving depositor(s) as per the terms of the contract on verification of the proof of the death of the depositor.
- d) In the event of death of all joint depositors, premature termination will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all the legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

Note: Certain general clarifications about Nomination rules are given in Annexure 1.

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

IV. Settlement Of Claims In Respect Of Missing Persons**1. Legal Position**

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

2. Adoption of simplified procedures to avail inconvenience and undue hardship to the common person

Obtaining court order regarding presumption of death could prove to be costly and time consuming for a common person. Hence the RBI has suggested that banks may follow a simplified procedure for settlement of such claims up to a **threshold limit** to be fixed by individual having regard to the risk involved. These guidelines will help the banks to settle the claims in respect of missing person after considering the legal opinion and taking into account the facts and circumstances of each case to avoid inconvenience and undue hardship to the common person. **The threshold amount fixed for MBI is INR 100,000.**

3. Settlement of claims within threshold limits

The claims within the threshold limit of INR 100,000 should be settled without insisting on production of any documentation other than;

- 1) FIR for reporting missing of a person.
- 2) Non-traceable report issued by police authorities.
- 3) Letter of indemnity

V. Simplification of the process for settlement of claims in deceased depositors' account

1. Documentation

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

- Proof of death of depositor(s) or hirer(s).
- Proof of identification of nominee(s) wherever is applicable such as Election ID Card, PAN Card, Passport etc., or any other satisfactory proof of identification acceptable to the bank or proof of authority of legal heir(s) wherever is applicable.
- a. Branch should exercise due care and caution in ascertaining the identity of legal heir(s)/nominee(s) and the fact of death of the account holder, through appropriate documentary evidence. If necessary, any official of the member banks shall visit the place of the depositors to enquire about the genuineness of such claims.
- b. It should be made clear to the survivor(s)/nominee(s) that he/they would be receiving the payment from the member bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to him/them shall not affect the right or claim which any person may have against the survivor(s)/nominee(s) to whom the payment is made.
- c. It may be noted that since payment made to the survivor(s)/nominee(s), subject to the foregoing conditions, would constitute a full discharge of the bank's liability, insistence on production of legal representation is superfluous and unwarranted and it would only serve to cause avoidable inconvenience to the survivor(s)/nominee(s). In such case, therefore, while making payment to the survivor(s)/nominee(s) of the deceased depositor, the member bank should not insist on production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s),

irrespective of the amount standing to the credit of the deceased account holder.

- d. In case where the deceased depositor had not made any nomination or for the accounts other than those styled as "either or survivor" (such as single or jointly operated accounts), member banks may adopt a simplified procedure for repayment to legal heir(s) of the depositor keeping in view the imperative need to avoid inconvenience and undue hardship to the common person. In this context, member bank will, keeping in view its risk management systems, fix a minimum threshold limit, for the balance in the account of the deceased depositors, up to which claims in respect of the deceased depositors would be settled without insisting on production of any documentation other than a letter of indemnity.

2. Time Norms for settlement of claims

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

3. Competent authority for settlement of claims

Keeping in view the objective of settling the claims within a period not exceeding 15 days from the receipt of the claim and the risk management policy, member banks may specify clearly monetary limits for different levels of officers for settlement of claims.

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

- a. In the case of term deposits, member banks are advised to incorporate a clause in the account opening form itself to the effect that in the event of the death of the depositor(s), premature termination of term deposits by the survivor(s)/ nominee/ legal heirs would be allowed. The conditions subject to which such premature withdrawal would be permitted may also be specified in the account opening form. **Such premature withdrawal would not attract any penal charge.**
- b. Payment of interest in case of term deposit accounts of deceased depositor(s). **In case of a term deposit** standing in the name/s of -
 - (1) a deceased individual depositor, or
 - (2) two or more joint depositors, where one of the depositors has died, interest shall be paid in the manner indicated below.

- on the maturity of the deposit:
at the contracted rate
 - In case of premature withdrawal by legal heir(s)/nominee/legal heir, i.e., in the event of the payment of deposit being claimed before the maturity date:
The bank will pay interest at applicable rate with reference to the period for which the deposit has remained with the bank without charging penalty.
 - In case of deposit being claimed after the date of maturity:
Payment of interest on matured deposits is left to the discretion of individual banks subject to their Board laying down a transparent policy in this regard.
- c. **Splitting of Term Deposit**
If, on request from the claimant/s, the member bank agrees to split the amount of term deposit and issues two or more receipts individually in the names of the claimant/s, it shall not be construed as premature withdrawal of the term deposit, provided the period and aggregate amount of the deposit do not undergo any change.

5. Treatment of flows in the name of the deceased depositor

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

- The bank could be authorized by the survivor(s)/nominee of a deceased account holder to open an account styled as 'Estate of Shri _____, the Deceased' where all the pipeline flows in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.
- OR
- The bank could be authorized by the survivor(s)/nominee to return the pipeline flows to the remitter with the remark "Account holder deceased" and to intimate the survivor(s)/nominee accordingly. The survivor(s)/nominee/legal heir(s) could then approach the remitter to effect payment through a negotiable instrument or through ECS transfer in the name of the appropriate beneficiary.

6. Provisions of Law regarding Legal heirs

a. Hindu

- If the deceased is a male Hindu, dying in testate, it must be ascertained whether there are one or more Class-I legal heirs.
- The following are called Class-I legal heirs: mother, widow, son, daughter, son of a predeceased son, son/daughter of a predeceased daughter, son or daughter or widow of a predeceased son of a predeceased son, widow of a predeceased son, son/daughter of predeceased daughter of predeceased daughter, daughter of predeceased son of a predeceased daughter, daughter of predeceased daughter of predeceased son also. All Class-I legal heirs take simultaneously to the exclusion of any other legal heir and no one takes precedence over the other.

- **The Class-II** legal heirs are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the second entry and so on in succession. But there is no preference among these falling in the same entry and they take their share simultaneously

Entry-I - Father

Entry-II - (a) Son's daughter's son, (b) Son's daughter's daughter (c) Daughter's Daughter's son, (d) Daughter's daughter's daughter (e) brother and sister.

Entry-III- Son/ daughter of daughter's son and son /daughter of daughter's daughter.

Entry -IV - Gives son/daughter of brother or sister as the heirs and many more.

- In case, the deceased is a married female Hindu, who died intestate, the following are her legal heirs. (a) Sons & daughters (including the children of any predeceased son) & the husband; (b) Heirs of husband; (c) Mother & Father, (d) Heirs of father; (e) Heirs of Mother.
- If a female Hindu who dies intestate does not have son/daughter, the property inherited from her parents goes to heirs of father whereas if the same is inherited from husband or parents-in-law, heirs of husband will inherit the property.

b. Christian

- Where the deceased is a Christian, Indian Succession Act governs the intestate succession.
- As per the provision of this Act, the widow of the male intestate is entitled to one-third of the property while the remaining two-third goes to lineal descendants (i.e. sons & daughters) in equal shares. If he has none, whole property passes to his widow.
- If the male intestate has left no lineal descendant, one half goes to the widow and other half to the kindred (i.e., father, mother, brother, sister).
- In case a Christian female dies intestate, husband has the same right.

c. Mohammedan

Inheritance in the case of Muslims is governed by the Sunni or shia law depending upon the sect in which they belong to.

According to **Sunni law** the classes of heirs are **Sharers** --- Heirs by consanguinity

1. Ascendants : Father, True grandfather, Mother, True grandmother
2. Descendents : Daughter, Son's daughter,
3. Collateral : Full/consanguine sister, uterine brother/sister Heirs by affinity - husband , wife

But these 12 sharers will inherit fixed shares subject to conditions. A sharer may be excluded by many reasons such as nearer in blood will exclude remote one in one class. Sometimes sharer may be converted as residuary or otherwise one sharer may be partly sharer and partly residuary.

d. Residuary category:

After fixed share is allotted to the sharers the residue left is devolving upon the residuary:

Children male or female of deceased, of son of deceased, of father of deceased, male descendants of true grandfather.

Son is always a residuary. Daughter with son becomes residuary. Among these, descendants exclude all others. Ascendants exclude all others except descendants and descendants of nearer ascendants exclude those in remote. In each class of residuary nearer blood excludes remote one. Division among these is according to the rule of double share to the male and if only one sex is there then equally divided.

In the absence of sharers and residuary estate devolves upon his other blood relations i.e., **distant kindred**.

According to **Shia law** the heirs are:

Heirs by consanguinity:

I (i) Parents

(ii) Children & descendants

II (i) Grand parents (true/false)

(ii) Brother or sister and descendants

III Paternal or maternal uncle of him or his parents and grandparents

Heirs by Marriage: Husband, wife

Heirs by consanguinity and heirs by affinity succeed simultaneously. Among heirs by consanguinity those in class I exclude those in class II. The heirs in two sections of class I succeeds together. In each section nearer in degree exclude the remote. The son always takes as a residuary.

A certificate from Muslim Jama-I-eth in the letterhead signed by the head of the institution to which the deceased was affiliated should be obtained giving details of legal heirs with their age. In case of male deceased, a categorical certificate to the effect that the deceased had not married any woman other than the one named in the list is to be insisted upon.

e. Minor's Interest and Guardianship

- Where the legal heir is a minor, his lawful guardian will represent his interest.
- For Hindus and Christians, minor's father is the natural guardian and after him the mother. Regarding the guardianship of a minor (Hindu) it has been decided by the Supreme Court that even mother can be a natural guardian even during the life time of father since the welfare of child is of utmost importance.
- For a minor, who is a Muslim, father, then person appointed by father's will,

then father's father and then person appointed by father's father will be guardian in order.

A list of legal heirs under various personal laws is at Annexure-7.

VI. EFFECTIVE ISSUE DATE

This policy is hereby conveyed, so that it can be implemented and effective from the date of issue.

