



htestates

LAW BOOK

Sunil Tyagi

My deceased father did not write a will. Our immediate Hindu family now comprises of just my mother and I. He had no ancestral properties of his own. Both the properties that he owned had been purchased with his own funds. Out of his goodwill, he had permitted his brother's family to occupy and use one of these properties for their residence for many years. Can they make any claim on his properties?

—Santosh Singh

Under the Hindu Succession Act, you and your mother are Class I legal heirs of your deceased father. Only you and your mother stand to inherit equal and undivided share in both self-acquired properties, to the exclusion of his brother/brother's family.

My deceased father left behind a registered will. Under the will, my siblings and I have not been given any share in his properties. Instead, he has named our aunt as the sole beneficiary of all his assets. Given that the will is a registered document, can we still challenge its authenticity?

—Saroj Rajput

Although the dispositions made by your father in his will may appear unnatural or unfair given the complete absence of any provisions for inheritance of his properties by his natural heirs, such circumstance is not automatically or always viewed as a suspicious circumstance by the courts. Courts take into account numerous factors and rules when deciding whether a particular will is genuine and/or whether a particular will had been duly executed

as per the provisions of Indian Succession Act, 1925. Further, simply because a will has been registered would not by itself prove its authenticity. You can challenge your father's registered will if there is reason to believe that its execution is shrouded in suspicious circumstances.

I had taken a property on lease three years ago. The lease deed contains a clause that upon expiry of the initial period of three years, I would be entitled to lease out the premises for two more years. Am I required to enter into a fresh lease deed with the owner to secure my rights?

—Pankaj Sodhi

It would depend on the detailed terms of the deed in respect of renewal of lease. Subject to these terms in case stamp duty and registration fee had been calculated and paid for the entire period of five years, a fresh lease deed is not required to be necessarily executed, by virtue of the two years being only an 'extension' of the lease. However, if stamp duty and registration fee had been calculated and paid for only three years, you should enter into a fresh lease deed with the owner to secure your rights and interest in the property.

The author is a senior partner at Zeus Law, a corporate commercial law firm. One of its areas of specialisations is real estate transactional and litigation work.

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