

**htestates****LAW BOOK**

Sunil Tyagi

My siblings and I jointly inherited a plot from our deceased father. Under a family arrangement, we had decided that my elder siblings would hold 40% joint and undivided share each in this property (ie total 80%), and the remaining 20% undivided share would be mine. Am I entitled to demand partition and separation of my share before my siblings, given the fact that they own a much larger share?

-Sumati Shah

Irrespective of the extent of your joint and undivided share in the joint property, you are entitled to seek partition and demand identification and separation of your share in this particular property, at any time.

We are a Hindu family comprising my father (deceased), mother, my family and my elder brother's family. During his lifetime and in the course of many family discussions, my father had expressed his desire of gifting a particular immovable property in favour of my major son, but demised before being able to execute a gift deed. What would be the ownership status of this property?

-Sanjay Singh

An oral gift of immovable property, in the absence of a validly executed gift deed, does not confer any title of ownership by the donor (your deceased father) in favour of the proposed donee (your son). Hence, oral discussions would not constitute a valid gift of immovable property. It is not clear if your deceased father had written his will. If no will was left behind by your deceased father, ownership of this particular property shall devolve upon his Class I legal heirs (spouse and children of the

deceased) in equal proportion, as per the rules of intestate succession under the Hindu Succession Act, 1956.

As per the lease deed executed by me with the lessor of a property, I had deposited a hefty security deposit equivalent to six months' rent. Although the lease term has recently expired, the lessor is yet to give me a refund of this amount. Can one lawfully withhold handing over of possession till such time he refunds these amounts?

-Suraj Sharma

Unless the terms and conditions of the lease deed provides that you can retain possession of the leased property till refund of security deposit by the lessor, upon expiry of the lease term you are required to hand over vacant, peaceful physical possession of the leased premises to the lessor. Regarding the issue of refund of security deposit, you can correspond with the lessor and issue notice if required. In case the lessor does not refund the security deposit you can also approach competent courts for recovery of the security deposit. If lease deed provides that you will be entitled to interest for delay in refund of security deposit by the lessor, you can also claim the same.

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.

If you have any queries, email us at hstates@hindustantimes.com or ht@zeus.firm.in

