

**htestates****LAW BOOK**

Sunil Tyagi

ISTOCK

## ‘WHAT SHOULD I DO IN CASE OF DELAYED FLAT DELIVERY?’

**My father died in January 2015. My brother and I inherited a property in Delhi. Due to certain reasons, I wish to partition the property, but my brother is not willing to undertake the partition. What recourse do I have?**

– Sanjana Gupta

As a co-owner you are entitled to seek partition and to demand demarcation and separate enjoyment of your share of the property, at any time.

If the other co-owner continues to disagree on the matter, you may file a suit for partition in the court in whose jurisdiction this property is situated.

**My father (Hindu by religion) in his will, bequeathed one of his houses solely to my son who is a minor. I wish to lease the flat to a prospective tenant. Are there any restrictions regarding the same?**

– Thomas George

As per the prevalent laws, your son being a minor is not competent to deal with the property in any manner. However, you being a guardian are allowed to lease the property on behalf of your minor son for a term not exceeding five years or for a term that does not exceed a year after the date your minor son obtains majority, whichever is earlier.

In case you wish to lease the house to the tenant, for more than the above mentioned period, you will be required to take prior permission from the court of applicable jurisdiction.

**My father has decided to gift a**

**vacant plot of land in my favour and has also handed over possession of this plot to me. Is it necessary to execute any documents for the same?**

– Somesh Raman

Gift of an immovable property is not complete by mere delivery of possession of the property and does not confer any title of ownership in favour of the donee. For gift of an immovable property, a written instrument (gift deed) is required to be executed and duly stamped and registered.

**I am a member of an association of flat owners. We had booked our respective flats in a project in Gurgaon being developed by a prominent builder. The flat buyers' agreement executed with us ensured that we will receive possession within 24 months but it has now been 36 months and the construction is nowhere near completion. We have paid approximately 85% to 90% of the consideration. How should we proceed?**

– Mohit Shukla

You may seek compensation for the period of delay in possession together with interest on the same from the builder. Alternatively, you may seek refund of your consideration along with interest.

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