

March 26, 2020

In supersession of Law Division Circular No.5/Law/2015 dated 13.10.2015 & Circular Letter 2/Law/2017 dt. 28/08/2017 and 08/Law/2016 dated 07.11.2016 and effective from 01.04.2020 for amalgamated entity

TO ALL OFFICES

CIRCULAR NO. 10/LAW/2020

GUIDELINES ON SETTLEMENT OF CLAIMS PERTAINING TO DECEASED / MISSING CUSTOMERS OF THE BANK IN RESPECT OF THEIR DEPOSITS, LOCKERS AND ARTICLES IN SAFE CUSTODY.

These guidelines are to facilitate expeditious and hassle-free settlement of deceased customers within the time prescribed hereunder:-

1. In case of deposit accounts and lockers having nomination/survivorship mandate, the claim in respect of the deceased customer should be settled and payment to the nominee / survivor(s) should be released **within a period not exceeding 15 days** from the date of receipt of the claim subject to the production of proof of death of the deceased customer and suitable identification of the claimant(s) to the satisfaction of the branch manager; and
2. In the case of deposit accounts and lockers without survivorship mandate / nomination, the claim should be settled, in accordance with the bank's guidelines, within **one month** from the date on which the requisite documents are submitted.

Many times settlement of claim is delayed and thereby unnecessary harassment is caused to the legal heirs of the deceased account holder. Therefore detailed guidelines for settling the deceased claim case are categorized in 7 chapters, namely

Chapter

Subject

1. General guidelines for Settlement of claims in respect of deceased customers' deposit account / locker / safe custody articles
2. Rules of Succession

3. Settlement of claims in respect of missing persons having deposit account / locker with the bank
4. Settlement of claims in various types of accounts / locker / safe custody articles with nomination / survivorship mandate; & without nomination / without survivorship mandate
5. Special provision for settlement of claims in respect of missing persons in Uttarakhand disaster
6. Power Chart to settle deceased claim case.
7. Quick Look Table on settlement of claims under various types of operational instructions

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CHAPTER- I

GENERAL GUIDELINES FOR SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMER'S DEPOSIT ACCOUNT / LOCKER / SAFE CUSTODY ARTICLES (REF. TO BOI ON OPERATIONS ALSO):—

1. Death of a customer:—

As soon as it comes to the notice of the Bank/Branch that an account holder has died, the fact of death has to be recorded in the relevant account in the system and further operations in the account be stopped.

Similarly, in case of death of lessee of a locker (i.e. locker hirer), the fact of death has to be entered in the system and also in the relevant records. Wherever feasible the locker concerned be immediately sealed or a blank red slip be pasted thereon, as a measure of precaution and to prevent further operations.

In case of death of the depositor of safe custody articles, an entry regarding death has to be made in the system and in the relevant records.

The deceased customer's account, locker, safe custody articles, etc are required to be handled with care and caution. At the same time there is an imperative need to avoid inconvenience and undue hardship to his/her nominee / legal heir(s) while settling the claim.

2. In-operative accounts:—

In the case of inoperative accounts the Incumbent should make an enquiry to ascertain the reason for non-operation. In case of death of a customer, the deposit lying in the account / articles kept in locker / safe custody, as the case may be, are to be released only in accordance with the recorded mandate / nomination, if any. In case there is no nomination or operational instruction, the matter is to be settled having regard to the facts of the claim submitted by the claimants and such claim is to be dealt with in accordance with the guidelines herein.

3. Joint accounts with survivorship clause:—

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/mandate. As such, in the case of death of one of the joint account holders, if the account opening form has a mandate of 'Either or Survivor'/'Former or Survivor'/'Anyone or Survivors' then payment of balance can be made to the Survivors, after verification of the fact of death of the joint account holder unless, **on or before the payment, an order of a court or other competent authority, has been received by the Bank prohibiting payment to the survivor(s).** Letter of request from the surviving joint account holder(s) along with the death certificate of the deceased joint account holder(s) should be kept on record. As per the operational guidelines, the account will, of course, continue **but the**

survivor(s) should be requested to open new account in his / their name(s) and the balance be transferred to the new account after obtaining request from the survivor(s).

In case, having regard to the mandate, the balance is not payable to the survivor(s), the operation in the account must be stopped and it should be treated as a claim case. The claimant(s) be asked to submit the claim Form (PNB 46-47) duly filled in along with death certificate and supporting documents/papers.

4. Settlement of claims on the basis of nomination:—

Guidelines / Instructions on 'Nomination' are contained in IAD Circular related to 'Book of Instructions (Operations)' as amended from time to time. These instructions be meticulously complied with. Account holders should be informed of availability of nomination facility and they be made aware of its advantages. **It should also be made clear to the depositor(s) that nomination facility does not take away the rights of legal heirs on the estate of the deceased. The nominee would be receiving the balance amount/ delivery / release of the articles kept in safe custody / locker from the Bank as a trustee of the legal heirs/ legatee(s) of the deceased customer.** Nomination in all eligible cases should be taken as a rule. Whenever the account holder does not wish to make nomination, such refusal be specifically recorded in the AOF, as per the instructions issued by Head Office (Inspection & Audit Division) in this regard.

As per delegation of powers relating to law matters, Branch Manager / Officer-in-charge of Branch / Section has full powers to sanction payment of balance / delivery / release of the articles kept in safe custody / locker to the nominee, on the basis of Nomination as recorded in the system/bank's record.

In deposit account / locker, where the deceased account holder/locker hirer has made a valid nomination, payment of the balance amount / delivery of the contents of the locker in such account / locker to the nominee shall constitute a valid discharge to the Bank of its liability unless on or before the time of payment / giving access to the locker, an order of a court or other competent authority has been received prohibiting payment/access to locker to the nominee. The letter of request from the nominee, on the prescribed Form (PNB - 831), and death certificate of the deceased customer submitted by the nominee should be kept on record. Due care and caution should be exercised while verifying the identity of the nominee and the fact of death of the customer. **A format of the receipt to be obtained from the nominee in respect of deposit accounts is given at Annexure IV-1. This be suitably modified in the case of lockers and safe custody articles.**

While making payment to the nominee, production of legal representation / obtaining of indemnity / surety from the nominee, (irrespective of the amount in the account of the deceased customer) should not be insisted upon.

CLARIFICATIONS REGARDING PROVISIONS IN NOMINATION RULES:—

The Banking Companies (Nomination) Rules 1985 have been framed in terms of Sections 45 ZA to 45 ZF of the Banking Regulation Act, 1949.

A. Deposit Accounts:

- (i) Nomination facility is intended only for individuals including a sole proprietary concern.
- (ii) There cannot be more than one nominee in respect of single/joint deposit account.
- (iii) Banks may allow variation/cancellation of a subsisting nomination by all the surviving depositor(s) acting together. This is also applicable to deposits having operating instructions “Either or Survivor”.
- (iv) It may be noted that in the case of a joint deposit account the nominee’s right arises only after the death of all the depositors.

B. Safe Deposit Lockers

- (i) Nomination facility is available in respect of lockers hired singly as well as jointly. In respect of lockers in joint names nomination rules are applicable only if lockers are operated jointly.
- (ii) Where the lockers are hired jointly, on the death of any of the joint hirers, the contents of the locker are allowed to be removed only jointly by the nominee(s) and the survivor(s) after an inventory is taken in the prescribed manner. In such a case, after such removal preceded by an inventory, the nominee and surviving hirer(s) may still keep the entire contents with the same bank, if they so desire, by entering into a fresh contract of hiring a locker.
- (iii) Banks are not required to open sealed/closed packets found in locker while releasing them to the nominee or nominees and surviving hirers. Description of the sealed/closed packet(s) should however be mentioned in the inventory.
- (iv) Section 45 ZE of the B.R Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. The responsibility of the banks in such cases is to ensure that when the contents of a locker are sought to be removed on behalf of the minor nominee, the articles are handed over to a person who, in law, is competent to receive the articles on behalf of the minor.

C. Safe Custody Articles

Nomination facility is available only in the case of individual depositor / sole proprietary concern **and not in respect of persons jointly depositing articles for safe custody.**

5. Settlement of claims in the absence of 'Nomination' and / or 'Survivorship' mandate.

In such cases, the claimant(s) should be asked to submit **claim form (PNB 46-47)** duly filled in along with death certificate and other required / supporting documents / papers. **A format of the receipt to be obtained from the claimant(s) in respect of deposit accounts is given at Annexure IV-2. This be suitably modified in the case of lockers and safe custody articles.**

6. Legal representation

No lower or upper limit has been prescribed by the bank, with regard to the value of claim, for the purpose of settlement of claims, without the production of Succession Certificate, Letter of Administration, etc. Therefore, if the Incumbent-in-charge is satisfied that the legal heirs are identifiable and that there is no dispute amongst them in respect of the claim, there is no necessity for production of legal representation. The claim can be settled on the basis of Indemnity Bond with surety to the satisfaction of the sanctioning authority.

However, in case there is any dispute amongst the legal heirs or all the legal heirs do not join in settlement of the claim and / or in indemnifying the bank or in any other case where there is reasonable doubt about the veracity of the claimant(s) of their being the only legal heir(s) of the deceased customer, Succession Certificate may be asked for from the claimants.

7. Wills, Probates, Letters of Administration

Probates, Letters of administration, Succession Certificates, court orders appointing Receivers, etc as and when submitted to the bank must be carefully examined.

Under Section 273 of the Indian Succession Act probates and letters of administration have effect over all the property and estate, movable and immovable, of the deceased **throughout the State** in which these are granted. These probates/letters of administration do not have effect outside the State unless these are granted (a) by a High Court, or (b) by a District Judge, where the deceased, at the time of his death, had a fixed place of abode within the jurisdiction of the Judge and the Judge certifies that the value of the property and estate beyond the limits of the State does not exceed Rs. 10,000/-. These provisions do not apply to **Succession Certificate which will have effect throughout India (Section 380 of the Indian Succession Act, 1925).**

8. Legally established title – Verification of Succession Certificate / Letters of Administration / Probate

When Succession Certificate / Letters of Administration / Probate is produced as proof of Title, the genuineness of the document be checked. If need be, Court records be inspected personally or through a Counsel. It can also be verified from the website of the court concerned. If it is done personally, a report to that effect be kept on record. If done

through counsel, a report be obtained from the counsel and be kept on record. If the order produced is not genuine, FIR be lodged with the police. Where claim is settled on the basis of Succession Certificate / Letters of Administration / Probate, indemnity / surety need not be obtained. A letter of request and certified copy of the Succession Certificate / Letters of Administration / Probate issued by the court be kept on record.

9. Claim based on 'Will'

In case the deceased customer has left a 'Will', the branch may ask for probate of the 'Will'. However, if that is not feasible and if the facts are not complicated, all the legal heirs may be asked to confirm the genuineness of the Will and that they (legal heirs) have no objection for settling of the claim in terms of the Will by executing a suitable declaration duly attested by notary or magistrate. While examining the 'Will' it be checked up whether the 'Will' has been attested by at least two witnesses. Copy of the 'Will' submitted by the claimant(s) be verified with the original and the fact of such verification with the original be recorded on the copy and the original 'Will' be returned against proper acknowledgment signed by the legatee i.e. the person in whose favour the 'Will' has been executed.

While examining a 'Will' submitted in support of the claim, the following aspects be also taken care of:-

- Find out who is / are the legatee(s) under the 'Will' entitled to the claim.
- An affidavit of the attesting witnesses, affirming that the 'Will' was executed in their presence by the deceased while he/she was in sound mind and with free will without any coercion or undue influence, be obtained and kept on record.
- An affidavit from the claimant(s) be obtained and kept on record to the effect that the 'Will' submitted and relied upon in support of his / their claim is the last 'Will' of the deceased and that no litigation challenging the 'Will' is pending in any court.

10. Power of Attorney

If all the legal heirs are not able to join for receiving the payment of the deposit / delivery of articles, such of them who cannot join, may execute Power of Attorney (PoA) in favour of one of the legal heirs / claimants on the format as per **ANNEXURE-V (for deposit accounts) and ANNEXURE-VI (for lockers)**. The PoA should be duly stamped and attested by Notary / Magistrate. Any modifications in the format, if required, may be got done in consultation with local Counsel / Law Officer at the Circle Office / FGMO.

The PoA executed abroad, should be attested by the official authorized at the Indian Consulate or High Commission, as the case may be, of that country. The provisions of the Diplomatic & Consular Officers (Oaths & Fees) Act, 1948 enable diplomatic or consular officer to attest/to do all

notarial acts. Power of Attorney so executed is required to be stamped in India by Collector of Stamps within three months of its receipt in India.

Whenever payment of deposit / delivery of articles of locker is made to one of the legal heirs, on the basis of PoA executed in his/her favour, **Receipt (as per Annexure – IV-2) and Indemnity Bond** have to be signed / executed by the person so authorized, **for self and as attorney of the persons** (name(s) to be specified). Likewise, when mother / father acts as guardian, he/she shall sign the Receipt and the Indemnity Bond **for self and as guardian** of the minor(s) (name to be specified).

In respect of claims up to the value of Rs.5.00 lac, in place of Power of Attorney, a **Letter of Consent-cum-Relinquishment**, duly notarized /attested, (as per **Annexure-X**) may be executed by the legal heirs in favour of one of the major legal heirs authorizing him/her to lodge claim, execute documents, receive claim amount, etc. However, the branch should verify the identity of the executants of **Letter of Consent-cum-Relinquishment** to its satisfaction before acting thereon.

11. Claims in respect of contents of Locker

If the claim is to be settled on the basis of legally established title, the claimant be advised to bring 'Letter of administration' from the competent court.

Claim case in respect of contents of locker may be settled against execution of Agreement of Indemnity / Indemnity Bond with surety on the format as per **ANNEXURE-VII & ANNEXURE-IX**, based on the value of the contents of locker and after completion of other formalities like submission of declaration on Form No. PNB-46-47, preparation of inventory of the contents of locker etc.

12. Settlement of claim case where value of claim does not exceed Rs.5000/-

In claim cases involving an amount / value **not exceeding Rs.5000/-**, payment may be made to the legal heirs of the deceased customer, after relying on the declaration made in the claim form about the legal heirs of the deceased, duly attested by Notary/Magistrate. Payment can be made to legal heirs/claimants against execution of an agreement of indemnity, specimen of which is given in **ANNEXURE-VII**.

Gold ornaments or other securities held against advances may also be released, on adjustment / repayment of the outstanding dues in the loan account concerned, on the above lines.

Many rural branches are situated in far flung areas. In respect of settlement of claim cases involving small amount, the claimant may find it difficult to get the claim form attested by Notary or Magistrate and obtaining of attestation may be expensive qua the amount of claim.

In view of the above, in claim cases of the amount not exceeding Rs.5000/-, rural branches located in far flung areas and far away from the city, need not insist upon attestation of the claim form by Notary or

Magistrate and the claimant be asked to obtain and submit a Certificate from Sarpanch or other equivalent authority, as the branch may deem proper besides verifying the fact of death and about the legal heirs of the deceased.

13. Settlement of claim cases where value of claim does not exceed Rs. 50000/-

In claim cases involving an amount/ value **not exceeding Rs. 50000/-** payment may be made to the legal heirs of the deceased customer, after relying on the declaration made in the claim form about the legal heirs of the deceased, duly attested by Notary/Magistrate. Payment can be made to legal heirs/ claimants against execution of an agreement of indemnity, specimen of which is enclosed as **ANNEXURE-VII**.

Gold ornaments or other securities held against advances may also be released, on adjustment/ repayment of the outstanding dues in the loan account concerned, on the above lines.

No confidential enquiry need to be made by the Incumbent or any surety be insisted upon.

14. Settlement of claim cases, where value of the claim exceeds Rs.50000/-

In claim cases involving an amount / value **exceeding Rs. 50000/-**, confidential enquiry be made by the branch about the legal heirs of the deceased customer. Keeping in view the outcome of the confidential enquiry, if there is no dispute amongst the legal heirs and all are ready to join in settlement of the claim, the claim may be settled and paid to the legal heirs against **Indemnity Bond with surety** to the satisfaction of the Incumbent in charge / Sanctioning Authority (**Specimen of the 'Indemnity bond with Surety' in case of Deposit Account and Locker are given at ANNEXURE-VIII & ANNEXURE-IX respectively**). Gold ornaments or other securities held against advances may also be released on adjustment / repayment of the outstanding dues in the loan account concerned, on the above lines.

15. Valuation for the purpose of exercising powers for sanction of claims

Following criteria will be applicable for the purpose of valuation of the claim:

Deposit Accounts:

• Current and Savings Fund	Balance Outstanding
• Fixed Deposit	Deposit Amount (excluding interest)
• Recurring Deposit	Amount deposited till the date of claim (excluding interest)

Lockers

- i) Currency, gold & silver (in whatever form) should only be valued – As per value on the date of claim.
- ii) In case the locker does not contain items like currency, gold and silver, etc but only contains other things like documents, deposit receipts, Govt. Securities etc sanction should be obtained from Chief Manager/Asstt. General Manager/Circle Head, as the case may be, for its release to the claimant. These documents need not be valued but inventory should give the details and receipt should be obtained for such contents.
- iii) In case the locker contains valuable articles like currency, gold and silver, etc (in whatever form) and also other contents like documents, deposit receipts, Govt. Securities etc, sanction for such claim should be obtained from the authority not below the rank of Chief Manager or from the higher authority depending upon the valuation of such currency, gold and silver, etc found in the locker.
- iv) Any authority given in favour of an agent / authorized person comes to end with the death of the principal. The 'Authorized Person', if any, appointed by the locker hirer during his lifetime, must not be allowed to operate the locker, after the death of the locker hirer.
- v) **In respect of claim pertaining to locker, succession certificate should not be asked for as it is not a case of debt. If claim is to be settled on the basis of legally established title, the claimant be advised to bring 'letter of administration' from the competent court.**
- vi) Value of the contents of locker should be ascertained for the purpose of determining the competent authority to sanction settlement of the claim. For this purpose, proper inventory of the contents of locker be prepared (in duplicate) in presence of and attested by two independent witnesses, the claimants and the Incumbent In-charge of the branch / custodian of the locker at the branch. The contents should again be put back in the locker along with duplicate copy of the inventory. Thereafter, the claim should be got sanctioned from the competent authority, depending on the value of the contents of the locker. After sanction of the claim by the competent authority the contents of the locker may be delivered / released to the claimants against proper receipt after completing all the formalities.

(Procedure for settlement of claim in respect of locker will be applicable for safe custody of articles also).

16. Treatment of pipeline inflows in the name of the deceased depositors

Pipeline inflows in the name of the deceased deposit account holders, if received, be returned to the remitter with the remark - 'Account holder deceased' - **under intimation to the survivor(s) /nominee accordingly.**

CHAPTER-2

RULES OF SUCCESSION IN CASE OF HINDU, BUDDHIST, JAIN, SIKH, MUSLIM AND CHRISTIAN:—

I) HINDU, BUDDHIST, JAIN AND SIKH:—

a) Male

The property of a male Hindu, Buddhist, Jain and Sikh dying intestate i.e. without making any 'Will' shall devolve –

Firstly upon Class-I heirs simultaneously and to the exclusion of all others Class-I heirs are - 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 predeceased son, son of a pre-deceased daughter of a pre-deceased daughter, daughter of a pre-deceased daughter of a pre-deceased daughter, daughter of a pre-deceased son of a pre-deceased daughter, daughter of a pre-deceased daughter of a pre-deceased son, widow of a pre-deceased son of a pre-deceased son, daughter of a pre-deceased son of a pre-deceased son, son of a pre-deceased son of a pre-deceased son.

If there is no Class-I heir of the deceased then upon the heirs of other Classes/Categories as per the Hindu Succession Act, 1956 as in force.

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.

b) Female

The property of a female Hindu, Buddhist, Jain and Sikh dying intestate i.e. without making any 'Will' shall devolve –

Firstly, upon the sons and daughters (including the children of any pre-deceased son or daughter) and the husband;

Secondly, upon the heirs of the husband (Please refer to the guidelines above in respect of succession in case of Male Hindu.);

Thirdly, upon the mother and father;

Fourthly, upon the heirs of the father (Please refer to the guidelines above in respect of succession in case of Male Hindu.); and

Lastly, upon the heirs of the mother (Please refer to the guidelines above in respect of succession in case of Female Hindu).

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 that the property.

Among the heirs specified above, those in one Entry shall be preferred to those in any succeeding Entry and those included in the same Entry shall take simultaneously.

II) MUSLIMS:—

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

A) As per **Sunni law**, the classes of heirs are:

Sharers --- **Heirs by consanguinity**

1. Ascendants : Father, True grandfather, Mother, True grandmother
2. Descendants: 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.

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**

B) According to **Shia law**, the heirs are:

Heirs by consanguinity

- I (i) Parents
(ii) Children & descendents
- II (i) Grand parents (true/false)
(ii) Brother or sister and descendents
- 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.

III) CHRISTIANS:—

- 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 who are of kindred to him, 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.

IV) JOINT HINDU FAMILY/HUF – DEATH OF KARTA:—

- A. In the event of death of a Karta, after obtaining an affidavit cum indemnity, from the surviving members and the legal heirs alongwith two guarantors, confirming their acceptance for the arrangement, one of the members can be appointed as new Karta. Bank can allow the new Karta to continue to operate the existing account on the basis of such document, in **HUF accounts having balances upto Rs. 1 Lacs.**

The draft of affidavit-cum-indemnity bond is attached herewith as **Annexure-XI**. The same may be modified having regards to the facts of the each case.

- B. On the death of the Karta/Coparcener, the operation in **HUF accounts having balance more than Rs 1 Lacs** be stopped and dealt with as a claim case.

V) 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 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 given hereunder:-

i) Hindus

- a) Primary heirs of a Hindu male are:
- i. Son(s)
 - ii. Daughter(s)
 - iii. Wife
 - iv. Mother
 - v. Children of Predeceased children
 - vi. Widow of predeceased son
 - vii. Children of predeceased grand children
- b) Primary heir(s) of a Hindu female are:
- i. Son(s)
 - ii. Daughter(s)
 - iii. Husband
 - iv. Children of predeceased children

ii) Muslims

- a) Primary heirs of a Sunni Muslim are:
- i. Son(s)
 - ii. Daughter(s)
 - iii. Father
 - iv. Mother
 - v. Spouse (Husband/Wife)

b) Primary heirs of a Shia Muslim are:

- i. Spouse (Husband/Wife)
- ii. Mother
- iii. Father
- iv. Son(s)
- v. Daughter(s)

iii) Christians

Primary heirs of a Christian are:

- i. Spouse (Husband/Wife)
- ii. Son(s)
- iii. Daughter(s)

iv) Parsis

a) Primary heirs of a Parsi male are:

- i. Wife (Widow)
- ii. Son(s)
- iii. Daughter(s)
- iv. Mother
- v. Father
- vi. Children of predeceased children

b) Primary heirs of a Parsi female are:

- i. Husband
- ii. Son(s)
- iii. Daughter(s)
- iv. Children of predeceased children

MAHOMEDAN LAW

Sec.61-63 — If the surviving relations be a son and a son's son, the son alone will inherit the estate, and the son's son will not be entitled to any share of the inheritance, though both belong to the class of residuaries. Similarly, if the surviving relations belong to the class of distant kindred, e.g. a daughter's son and a daughter's son's son, the former will succeed to the whole inheritance, it being one of the rules of succession that the nearer relation excludes the more remote.

“62. Definitions —

- a) “True grandfather” means a male ancestor between whom and the deceased no female intervenes. Thus the father's father, father's father's father's father and his father how high so ever are all true grandfathers.
- B “False grandfather” means a male ancestor between whom and the deceased a female intervenes. Thus the mother's father, mother's mother's father, mother's father's father's, father's mother's father, are all false grandfathers.

- c) “True Grandmother” means a female ancestor between whom and the deceased no false grandfather intervenes.

Thus the father’s mother, mother’s mother, father’s mother’s mother, father’s father’s mother, mother’s mother’s mother, are all true grandmothers.

- d) “False grandmother” means a female ancestor between whom and the deceased a false grandfather intervenes.

Thus the mother’s father’s mother is a false grandmother. False grandfathers and false grandmothers belong to the class of distant kindred.

- e) “Son’s son how low so ever” includes son’s son, son’s son’s son, and the son of a son how low soever.

- f) “Son’s daughter how low so ever” includes son’s daughter, son’s son’s daughter and the daughter of a son how low so ever.

Sec. 63. Sharers — After payment of funeral expenses, debts and legacies, the first step in the distribution of the estate, of a deceased mohamedan is to ascertain which of the surviving relations belong to the class of sharers, and which again of these are entitled to a share of the inheritance, and after this is done, to proceed to assign their respective shares to such of the sharers as are, under the circumstances of the case, entitled to succeed to a share. The first column in the accompanying table (p. 58A) contains a list of sharers, the second column specifies the normal share of each sharer, the third column specifies the conditions which determine the right of each sharer to a share, and the fourth column sets out the shares as varied by special circumstances.

A TABLE OF SHARERS – SHIA LAW [SEC. 90] (Baillie, II, 271 – 276. 381)

S. No	Sharers	Normal Share		Conditions under which the share is inherited	Shares as varies by special circumstances
1.	Husband	1/4	1/8	When there is a lineal descendent	1/2 when no such descendent
2.	Wife	1/8	1/8	When there is a lineal descendent	1/4 when no such descendent.
3.	Father (d)	1/6		When there is a lineal descendent	[If there be no lineal descendant. The father inherits as a residuary]

4.	Mother	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	
5.	Daughter	1/2	2/3	When no son	[with the son she taken as a residuary]
6.	Uterine brother	1/6	1/3	When no parent, or lineal descendant	
7.	Sister	1/6	1/3	(Sec 88)	
8.	Full Sister	1/2	2/3	When no parent, or lineal descendant or full brother or father's father (sec 88, 101)	[the full sister takes as a residuary, with the father's father- sec 101]
9.	Consanguine Sister	1/2	2/3	When no parent, or lineal descendant or full brother or sister or consanguine brother or father's father (sec 88, 101)	The consanguine sister takes as a residuary with the consanguine brother and also with the father's father (See sec 101)

Note – The descendants h. 1.s of sharers are also sharers (Sec. 90) d) As to the father's extra rights as sharer, see secs. 108 and 110

B. TABLE OF SHARERS – SUNNI LAW [SEC. 90]

Sharers	Normal share		Conditions under which the share is inherited	This column sets out (a) shares of sharers No. s 3, 4, 5, 8 and 12 as varied by special circumstances b) Conditions under which sharers no. 1,2,7,8,11 & 12 succeed as residuaries.
	Of one	Of two or more		

			lively	
			(b)	
1. Father	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 Tab. Of Res. No. 3]
2. Grandfather [Sec. 62 cl. (a)	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]
3. Husband	1/4		When there is a child or child of a son h.l.s.	1/2 when no child or child of a son h.l.s.
4. Wife (c)	1/8	1/8	When there is a child or child of a son h.l.s.	1/4 when no child or child of a son h.l.s.
5. Mother	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.
Sharers	Normal share	Conditions under which the share is inherited		This column sets out (a) shares of sharers Nos as varied by 4, 5, 8 and 12 special
	Of one	Of or		

			two more lively		circumstances which Conditions sharers (b) under Nos. 1,2,7,8,11 and 12 succeed as Residuaries
6.	True Grandmother	1/6	1/6	A. Maternal-when no mother, and no grandmother nearer true either paternal or maternal B. Paternal-when no mother, no father no nearer true grandmother either paternal or maternal and no intermediate true grandfather	
7.	Daughter	1/2	2/3	When no son.	[Which the son the becomes a residuary, see Tab or Res. No. 1]
8.	Son's Daughter (see 65,cl. e.g.	1/2	2/3	When no (1) son, (2) daughter, (3) higher son's daughter, or (5) equal son's son (d)	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 daughter or higher son's daughter will take 1/2 and the 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 Tab. Of Res. No. 2]
i)	Son's daughter	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 Tab or Res. No. 2]
ii)	Son's daughter	son's 1/2	2/3	When no (1) son, (2) daughter, or (3) son's son (4) sons's	When there is only one daughter or son's daughter, the son's

			daughter or (5) son's son's son	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 Tab. Of Res. No. 2].
9. UTERINE Brother	1/6	1/3	When no. (1) child, (2) child or a son h.l.s. (3) father or (4) true grandfather	
10. OR SISTER				
11. Full Sister	1/2	2/3	When no. (1) child, (2) child or a son h.l.s. (3) father or (4) true grandfather, or (5) full brother	[With the full brougher she becomes, a residuary, see Tab. Of Res. No. 5]
12. Consanguine Sister	1/2	2/3	When no. (1) child, (2) child or a son h.l.s. (3) father or (4) true grandfather, (5) full brother, (6) full sister or (7) consanguine brother	But if there is only one full sister and the succeeds as a sharer the consanguine sister (whether one or more)will take 1/6 provided she is not otherwise excluded from inheritance [with the consanguine brother she becomes a residuary see Tab. Of Res. No. 7]

- b) The collective share is always divided equally among those to whom it is allotted.
- c) A Mohomedan can have as may as four wives at a time
- d) If there be a son's son and a son's son's daughter, the former is a higher son's 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 a son's daughter or a son's son and a son's son's daughter, the former as an equal son's son in relation to the latter, both being equally removed from the deceased.

CHAPTER- 3

SETTLEMENT OF CLAIMS IN RESPECT OF MISSING PERSONS HAVING DEPOSIT ACCOUNT / LOCKER WITH THE BANK:—

A. Settlement of claim where an account holder/locker hirer of the Bank has been reportedly *missing for the last seven years or more and order from the court is produced by the claimant(s)* with regard to presumption of death of such missing customer:—

When an account holder / locker hirer is reportedly missing for the last seven years or more and the nominee / legal heir(s) request for settlement of claim in respect of the missing person's account / locker and produces order / declaration of the competent court that such account holder / locker hirer is presumed to be dead in terms of Sections 107 and 108 of the Indian Evidence Act, claims can be considered for settlement in accordance with the guidelines as applicable / prescribed in respect of settlement of claim of deceased customers, subject to the following :-

- 1) A letter from the claimant stating all the factual details of the missing person along with declaration of legal heir(s) of such missing person be obtained.
- 2) Claim form on PNB 46-47 duly filled in and signed by the claimant and attested by notary or Executive Magistrate be obtained.
- 3) Certified copy of the order / declaration of the competent court presuming such missing person to be dead in terms of Section 108 of the Indian Evidence Act, 1872 be obtained. This order/ declaration of the court will be treated as substitute for death certificate.

All other guidelines on settlement of claim in respect of the deceased customer (deposit account / locker account) be followed.

B. Settlement of claim where an account holder/locker hirer of the Bank has been reportedly *missing for the last seven years or more and where order from court is not produced with regard to the presumption of death of such missing customer:—*

The claim in respect of deposit account / locker of a customer of the bank, reportedly missing for the last seven years or more, can also be considered without production of order from court raising the presumption of death of such missing customer if the amount/**value of total claim does not exceed Rs.5.00 lac** (threshold limit fixed pursuant to RBI instructions) and where the **claimant(s) is / are Class-I legal heirs** who have not obtained order of a court with regard to presumption of death of the customer of the Bank. Such claim cases can be considered after obtaining the following documents:-

- 1) Request letter from the claimant(s) stating full factual details of the case along with the duly filled in claim form (PNB 46-47) signed and notarized/ attested by Executive Magistrate.

- 2) Copy of the FIR lodged with the police. The period of seven years will be reckoned from the date of FIR.
- 3) Non-traceability final report issued by the police.
- 4) Affidavit from the claimant(s) that no litigation/dispute is pending in any court in respect of the missing account holder / locker hirer, where presumption of death of missing person is in question.
- 5) Confidential Enquiry Report of the branch with regard to verification of facts in the matter and for verification of the identity of the claimant(s).
- 6) Indemnity bond (draft to be got approved from the Legal Section of the Circle Office/FGMO) with surety(ies) to the satisfaction of the sanctioning authority
- 7) Vouching letter from Account holders of the Bank
- 8) Opinion from the counsel or Law Officer of the Bank.

All other guidelines on settlement of claim in respect of the deceased customer (deposit account / locker account) be followed.

C. Settlement of claim up to the value of Rs.2.00 lac where an account holder / locker hirer of the Bank has been reportedly missing and a period of seven years has not elapsed since then:—

The claim in respect of the account holder / locker hirer, who has reportedly been **missing for less than 7 years**, can also be considered by the bank where the total amount / value of the claim **does not exceed the threshold limit of Rupees 2.00 Lac** subject to the condition that a **minimum period of 2 years has elapsed** from the date of lodging of First Information Report (FIR) with the police in this regard about the person concerned and non-traceability final report has been issued by the police. The claim can be considered after obtaining the following documents:-

- 1) Request letter from the claimant(s) stating all factual details of the case along with the duly filled in Claim Form PNB 46-47 signed and duly attested by Executive Magistrate / Notary Public.
- 2) Copy of the FIR lodged with the police.
- 3) Non-traceability final report issued by the police.
- 4) Affidavit from the claimant(s) that no litigation / dispute is pending in any court in respect of the missing depositor / locker hirer.
- 5) Confidential Enquiry Report of the branch with regard to verification of facts in the matter and verification of the identity of the claimant(s).
- 6) Indemnity Bond (draft to be got approved from the Legal Section of Circle Office / FGMO) with surety(ies) having net-worth / means of at least twice the amount / value of the claim.

7) Opinion from the counsel or Law Officer of the Bank.

All other guidelines for settlement of claims in respect of deceased depositor/ locker hirer, where there is no nomination, be also followed in such claim cases.

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CHAPTER- 4

IN WHOSE FAVOUR THE SETTLEMENT OF CLAIM IS TO BE MADE, IN VARIOUS TYPES OF ACCOUNTS:—

1. SINGLE ACCOUNTS

(Savings Fund / Current /Term Deposit Accounts / Lockers / Safe Custody Articles)

1.1 Savings Fund / Current Account

With Nomination

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

Without Nomination

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

1.2 Term Deposit Account

With Nomination

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

Without Nomination

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

1.3 Premature termination of the Term Deposit Account

With Nomination

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

Without Nomination

Premature termination of the term deposit account, **as per terms of contract**, will be permitted on the joint request by all the legal heirs (or any of them as mandated by all other legal heirs) on verification of the authority/identity of the legal heirs and proof of death of the depositor.

1.4 Locker

With Nomination

The nominee will be allowed access to the locker and can remove the contents after proper identification (such as Election ID card, PAN Card, Passport, Ration Card, etc.) and verification of proof of death of the locker hirer. Before permitting the nominee to remove contents of the Locker, the bank would prepare an inventory of the articles in the presence of the nominee(s) and two independent witnesses on the Form for taking inventory (Annexure-II).

Without Nomination

The legal heir(s) of the deceased locker hirer (or any of them as mandated by all other legal heirs) will be allowed access to the locker and can remove the contents on proof of death of the locker hirer and establishing identity of the legal heirs (or any of them as mandated by all other legal heirs). Before permitting the legal heirs to remove contents of the Locker, the bank would prepare an inventory of the articles in the presence of the legal heir(s) and two independent witnesses on the Form for taking inventory (Annexure-II A).

1.5 Safe Custody of Articles

With Nomination

Safe custody articles will be delivered to the nominee after proper identification (such as Election ID card, PAN Card, Passport, Ration Card, etc.) and verification of proof of death of the depositor. Before permitting the nominee to remove the Articles, the bank would prepare an inventory of the articles in the presence of the **nominee and two independent witnesses on the Form for taking inventory** (Annexure-III).

Without Nomination

Safe custody articles will be delivered to the legal heir(s) of the deceased depositor (or any of them as mandated by all other legal heirs) on establishing his/her/their identity & verification of proof of death of the depositor. Before allowing delivery of the articles to the legal heirs, the bank would prepare an inventory of the articles in the presence of the legal heir(s) and two independent witnesses on the Form for taking inventory (Annexure-IIIA).

2. JOINT ACCOUNTS (OPERATED JOINTLY)

2.1 Savings Fund / 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 the survivor(s) and the legal heirs of the deceased joint account holder(s) (or any one of them as mandated by all of them) against their joint claim on verification of the authority of the legal heirs and proof of the death of the depositor(s).
- 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, Ration Card, etc.) and proof of death of the depositors.

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

2.2 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 the survivor(s) and the legal heirs of the deceased joint account holder(s) (or any one of them as mandated by all of them) on verification of identity of the legal heirs and proof of death of the depositor(s) 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 (such as Election ID card, PAN Card, Passport, Ration Card, etc.) of his identity and the proof of death of the 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 account holder(s) (or any one of them as mandated by all of them) against their joint claim on verification of authority of the legal heirs and proof of death of the depositor(s) on maturity of the deposit..
- b) In the event of death of both / all 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 of them) on verification of authority of the legal heirs and proof of death of the depositors on the maturity of the deposit.

2.3 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) of the deceased joint account holder(s) (or any one of them as mandated by all of them) as per terms of

the contract on verification of authority of the legal heirs and proof of death of depositor.

- b) In the event of death of both / all joint account holders, premature termination of term deposit account as per terms of contract will be permitted at the request of the nominee on verification (such as Election ID card, PAN Card, Passport, Ration Card, etc.) of his/her identity 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 the deceased depositor(s) (or any one of them as mandated by all of them), as per terms of contract on verification of authority legal heirs and proof of death of the depositor(s).
- b) In the event of death of both / all 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 other legal heirs), as per terms of contract on verification of authority of the legal heirs and proof of death of the depositors.

2.4 Locker

With Nomination

- a) In the event of death of one (or more but not all) of the joint locker hirer(s) the nominee(s) of the deceased locker holders alongwith the surviving joint hirers will be jointly allowed to access the locker and remove the contents on identification (such as Election ID card, PAN Card, Passport, Ration Card, etc.) and verification of proof of death of the locker hirer(s).
- b) In the event of death of both / all the joint locker hirer(s) the nominee(s) will be allowed to access the locker and remove the contents on establishing his/her/their identity (such as Election ID card, PAN Card, Passport, Ration Card, etc.) and verification of proof of death of the locker hirers.

Before permitting the surviving hirer(s) and / or the nominee(s) to remove the contents of the Locker, bank would prepare an inventory of the articles in the presence of the nominee(s) and two independent witnesses on the Form for taking inventory (Annexure-II).

Without Nomination

- a) In the event of death of one (or more but not all) of the joint locker hirers, the surviving hirer(s) and legal heir(s) of the deceased hirer(s) (or any one of them as mandated by all of them) would be allowed access to the locker and remove the contents on verification of the authority and proof of death of the hirer(s).

- b) In the event of death of both / all the joint hirers, the legal heirs of all the deceased hirers (or any one of them as mandated by all legal heirs) would be allowed access to the locker and can remove the contents on verification of authority of the legal heirs and proof of death of the hirers.

Before permitting surviving hirers or the mandated person to remove the contents of the locker, bank would prepare an inventory of the articles in the presence of surviving hirers, mandated legal heir(s) and two independent witnesses. Form for taking inventory is enclosed as Annexure-IIA.

2.5 Safe Custody of Articles

Generally, safe custody articles are not accepted in joint names. Even if accepted in joint names **nomination facility is not available in respect of persons jointly depositing articles for safe custody.**

Without Nomination

- a) In the event of death of one (or more but not all) of the joint depositors, the safe custody articles will be delivered to the surviving depositor(s) and legal heir(s) of the deceased depositor(s) (or any one of them as mandated by all of them) on verification of the legal heirs and proof of death of the depositor(s).
- b) In the event of death of both / all the joint depositors, the safe custody articles will be delivered to the legal heir(s) of the deceased depositors (or any of them as mandated by all legal heirs) on verification of the identity of the legal heirs and proof of death of the depositors.

Before delivery of the safe custody articles to the surviving depositor(s) and / or to the legal heirs, the bank would prepare an inventory of the articles in the presence of the surviving depositor(s) and / or the legal heir(s) and two independent witnesses on the Form for taking inventory (Annexure-III A).

3. JOINT ACCOUNT WITH MANDATE 'EITHER OR SURVIVOR' / 'FORMER OR SURVIVOR' / 'ANYONE OR SURVIVORS' / 'LATTER OR SURVIVOR':—

3.1 Savings Fund / Current Account

With nomination:

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

3.2 Term Deposit Account

With nomination:

- a) In the event of death of one of the joint depositors, the balance outstanding will be paid jointly to the survivor(s) on verification of proof of death of the deceased depositor on maturity of deposit.
- b) In the event of death of both / 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, Ration Card, etc.) and proof of death of the deceased depositor(s) on maturity of deposit.

Without nomination:

- a) In the event of death of one of the joint depositors, the payment will be made to the survivor(s) on verification of proof of death of the deceased depositor on maturity of deposit.
- b) In the event of death of both / all the joint depositors, the balance outstanding will be paid jointly to their legal heir(s) (or any one of them as mandated by all other legal heirs) on verification of authority of legal heirs and proof of death of the deceased depositor(s) on maturity of deposit.

3.3 Premature termination of Term Deposit Account

With nomination:

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

Without Nomination

- a) In the event of death of one (or more but not all) of the joint depositors, premature termination will be permitted against request from the

surviving depositor(s) as per terms of the contract on verification of proof of death of the deceased depositor(s).

- b) In the event of death of both / all the joint depositors, premature termination will be permitted against joint request by all legal heirs of the deceased depositor(s) (or any one of them as mandated by all other legal heirs) as per terms of the contract on verification of authority of the legal heirs and proof of death of the deceased depositor(s).

3.4 Locker

With Nomination :

At present B R Act (Section 45 ZE) does not provide nomination facility in respect of lockers with “Either or Survivor” / “Former or Survivor”/“Anyone or Survivors”/“Latter or Survivor” mandate. Hence, operational instructions are not given in this regard.

Without Nomination.

- a) In the event of death of one (or more but not all) of the joint locker hirers, the surviving hirer(s) will be allowed to access the locker and remove the contents on verification of proof of death of the deceased hirer(s).
- b) In the event of death of both / all the joint locker hirers, all the legal heirs of the deceased joint locker hirers (or any one of them as mandated by all other legal heirs) would be permitted to access the locker and remove the contents on verification of the authority of the legal heirs and proof of death of the deceased locker hirer(s).

Before permitting the surviving locker hirer(s) / the legal heirs of the deceased locker hirer(s) to remove the contents of the locker, the bank would prepare an inventory of the articles in the presence of the surviving locker hirer(s) / the mandated legal heir(s) and two independent witnesses. However, the branch is not required to open sealed / closed packets found in the locker. Form for taking inventory is enclosed as Annexure-II A.

3.5 Safe Custody Articles

Generally Safe Custody Articles are not accepted in joint names. Even if accepted in joint names nomination facility is not available / provided.

CHAPTER – 5

In the aftermath of Uttarakhand Natural Disaster during June, 14-20, 2013, the Office of the Registrar General of India, Ministry of Home Affairs, Govt. of India has devised a procedure for Registration of Death of Missing Persons in Natural Calamities affected areas in Uttarakhand as per its Circular F.No.1/2(Uttarakhand)/2011-VS-CRS dated August 16, 2013.

The MHA Circular has devised detailed procedure for registration of death and issue of Death Certificate in respect of a person reportedly missing since his/her visit to the site of disaster in Uttarakhand in June, 2013.

As per the MHA Circular, the missing persons have been placed into three categories namely:

- i. Permanent residents of flood affected villages and permanent residents of the nearby villages of Uttarakhand who were present in the flood affected villages during the catastrophe;
- ii. Residents of other districts of Uttarakhand who were present in the flood affected villages during the catastrophe;
- iii. Tourists from other States who were present in the flood affected villages during the catastrophe.

In respect of all the three categories, after an FIR is filed by the relatives or next of kin at the place of residence of the person who is missing and after enquiry by the Designated Officer of the State Govt., the Designated Officer will pass a speaking order regarding the presumption of death of the missing person.

Reserve Bank of India vide its letter No.RBI/2013-14/331 dated 21.10.2013 has advised the banks to settle the claims in respect of missing person covered under the scheme 'Settlement of Claims in respect of Missing Persons in Uttarakhand Disaster' as per the MHA Circular, **without insisting on production of any documentation other than (i) the 'Death Certificate' issued by the Designated Officer and (ii) 'Letter of Indemnity'.**

For the purpose of 'Letter of Indemnity', the Format as provided in the Annexure VII be suitably modified having regard to the facts and circumstances of each case.

The procedure, as prescribed by MHA (detailed hereinbelow), be explained to the customers properly so that they can do the needful in compliance thereof.

All are requested to take note of the above said instructions while settling the claims in respect of missing persons in Uttarakhand disaster.

GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
OFFICE OF THE REGISTRAR GENERAL, INDIA
V.S. Division, West Block -I, R.K. Puram, New Delhi - 110066
Tele-fax: 26104012 E-mail - drg-crs.rgi@censusindia.gov.in

Dated 16-08-2013

CIRCULAR

Sub: Procedure for Registration of Death of Missing persons in Natural Calamities affected areas in Uttarakhand.

The Inter Ministerial Group (IMG) on Uttarakhand headed by the Cabinet Secretary in its meeting held on 2.08.2013, has requested the Registrar General and Census Commissioner, India to formulate a standard procedure for issuing death certificate after due inquiry in case of the missing persons of Uttarakhand and other States. Accordingly, the following procedure is communicated for necessary action by the concerned Chief Registrars of Births and Deaths.

2. As per the provision of Section 7(2) of the Registration of Births and Deaths (RBD) Act, 1969, the registration of birth and death has to take place at the place of occurrence of the event. In normal circumstances, the death is registered only on the reports from persons mentioned in section 8 of the RBD Act, 1969. However, in extraordinary cases like the one in Uttarakhand, reports from public servants after due enquiry can be made use of for registering the deaths.

3. As regards persons whose dead body has been found, it is needless to state that the normal process of issuing Death Certificates should be followed.

4. In case of missing persons, who in all likelihood have died but the dead body is not traceable, all reasonable efforts should be made to determine that the person has in all likelihood died in the natural calamity that occurred in Uttarakhand. The following process of enquiry may be followed in this regard:

Process

The missing persons can be divided into the following categories:

- (i) Permanent residents of the flood affected villages and permanent residents of the nearby villages of Uttarakhand who were present in the flood affected villages during the catastrophe.
- (ii) Residents of other districts of Uttarakhand who were present in the flood affected villages during the catastrophe.
- (iii) Tourists from other States who were present in the flood affected villages during the catastrophe.

Process to be followed in the case of permanent residents of the flood affected villages and permanent residents of the nearby villages of Uttarakhand who were present in the flood affected villages during the catastrophe.

- I. A FIR/Missing Person Report should be filed by close relatives or next of kin at the place of residence of the person who is missing and presumed dead.
- II. The FIR/Missing Person Report should be referred to the concerned Police Station under whose jurisdiction the person went missing. Notarised Affidavit regarding 'missing' should be filed by next of kin and should be kept as a permanent record.
- III. The FIR/Missing Person Report should then be forwarded to the designated officer (Pargana Adhikari/SDM) of the concerned area in Uttarakhand along with report of Police Station and supporting documents for identification like ration card, family register, bank passbook etc.
- IV. The designated Officer should conduct a detailed enquiry regarding the missing person.
- V. Based on the enquiry as detailed above the designated officer of Uttarakhand should issue a speaking order regarding the provisional presumption of death.
- VI. The Designated Officer should then cause publication of the list of missing persons provisionally presumed dead in the Newspaper, Government Gazette in Hindi and English and also host the same on the Government Website for the purpose of obtaining Claims and Objections.
- VII. Claims and Objections should be received within 30 days
- VIII. If no claim or objection is received within the time period, the Designated Officer should issue the Death Certificate.
- IX. The death certificate should be made available free of cost to the next of kin. The death certificate should also be sent to the Police Station where the FIR/Missing Person Report was filed.
- X. In case of Claims and Objections, an appeal would lie with the Officer immediately superior to the Designated Officer (to be nominated by the State Government). After dealing with the appeal, speaking Orders should be sent to the Designated Officer who would then take appropriate action to issue the death certificate or deny it.

Process to be followed in case of residents of other districts of Uttarakhand who were present in the flood affected villages during the catastrophe

- i. 'FIR/Missing Person Report' should be filed by close relatives or next of kin at the place of residence in the originating district.

- ii. If FIR/Missing Person Report has already been filed in calamity affected areas of Uttarakhand, the designated officer should forward the same to the designated Officer/SHO of the police station at the place of usual residence in the district of origin of the missing person, for local enquiry at their end.
- iii. Notarised Affidavit regarding 'missing' to be filed by next of kin and to be kept as a permanent record.
- iv. The enquiring officer in the originating district should conduct enquiry to establish the following facts:
 - a) That the family members or relatives or friends of the person concerned had filed FIR/Missing Person Report well in time (before 30th June, 2013). If it is beyond, this time limit, the reasons for approaching the police late should be enquired.
 - b) That the person concerned had travelled to the affected areas of Uttarakhand before 16th June, 2013.
 - c) That the person has been missing after his departure for affected district.
 - d) The enquiry report should be sent to the concerned Designated Officer at the affected areas of Uttarakhand.
- v. Based on the enquiry report of the officer in the originating district, the Designated Officer in affected areas of Uttarakhand should further enquire into the fact of disappearance of the persons concerned, by looking into the database of missing persons maintained by the missing persons cell at Dehradun by the State Government. He should also take into account all available information including the Statements of witnesses if any and last call data and other relevant data from mobile phone service providers to arrive at a conclusion regarding the death of the person. All available evidences may be taken into consideration before concluding whether the person has died or not. This may include police reports, enquiries from relief camps and affidavit submitted by the close relatives/next of kin etc.
- vi. Based on the enquiry as detailed above the designated officer of affected areas may issue a speaking order regarding the provisional presumption of death. This order should be communicated to the Designated Officer in the Originating district.
- vii. On receipt of such Order, the Designated Officer in the originating district should cause publication of the list of missing persons presumed dead in the Newspaper, Government Gazette in Hindi and English and also host the same on the Government Website for the purpose of Claims and Objections.
- viii. Claims and Objections may be received within 30 days

- ix. If no claim or objection is received within the time period, the Designated Officer in the originating district should send a report to the designated Officer in affected areas of Uttarakhand.
- x. Based on this report, the Designated Officer in affected areas of Uttarakhand should issue the Death Certificate.
- xi. The death certificate should be made available free of cost to the next of kin. The death certificate should also be sent to the Police Station where the FIR/Missing Person Report was filed and to the designated officer in the originating district.
- xii. In case of Claims and Objections, an appeal would lie with the Officer immediately superior to the Designated Officer (to be nominated by the State Government). After dealing with the appeal, speaking Orders should be sent to the Designated Officer in affected areas of Uttarakhand, who would then take appropriate action to issue the death certificate or deny it.

Process to be followed in case of Tourists from other States who were present in the flood affected villages during the catastrophe.

- i. FIR/Missing Person Report', to be filed by close relatives or next of kin at the place of residence in the originating State.
- ii. If FIR/Missing Person Report have already been filed in Uttarakhand, the designated officer of Uttarakhand should forward the same to the designated Officer/SHO of the police station at the place of usual residence in the State of origin of the missing person, for local enquiry at their end.
- iii. Notarised Affidavit regarding 'missing' to be filed by next of kin and to be kept as a permanent record.
- iv. The enquiring officer in the originating State should conduct enquiry to establish the following facts:
 - a) That the family members or relatives or friends of the person concerned had filed FIR/Missing Person's Report well in time (before 30th June, 2013). If it is beyond, this time limit, the reasons for approaching the police late should be enquired.
 - b) That the person concerned had travelled to Uttarakhand before 16th June, 2013.
 - c) That the person has been missing after his departure for Uttarakhand. For arriving at his conclusion, the enquiry officer should also verify with reference to the database maintained for this purpose by the Resident Commissioner of the originating State Government at New Delhi or the authorised officers of the State Government who had camped at Dehradun during June 2013 to conduct enquiries on missing persons from their States.
 - d) The enquiry report should be sent to the concerned Designated Officer at Uttarakhand.
- v. Based on the enquiry report of the officer in the originating State, the Designated Officer in Uttarakhand should further enquire into the fact of disappearance of the persons concerned, by looking into the database of missing persons maintained by the missing persons cell at Dehradun by the State Government. He should also take into

account all available information including the Statements of witnesses if any and last call data and other relevant data from mobile phone service providers to arrive at a conclusion regarding the death of the person. All available evidences may be taken into consideration before concluding whether the person has died or not. This may include police reports, enquiries from relief camps and affidavit submitted by the close relatives/next of kin etc.

- vi. Based on the enquiry as detailed above the designated officer of Uttarakhand may issue a speaking order regarding the provisional presumption of death. This order should be communicated to the Designated Officer in the Originating State.
- vii. On receipt of such Order, the Designated Officer in the originating State should cause publication of the list of missing persons presumed dead in the Newspaper, Government Gazette in the local language of the State and English and also host the same on the Government Website for the purpose of Claims and Objections.
- viii. Claims and Objections may be received within 30 days
- ix. If no claim or objection is received within the time period, the Designated Officer in the originating State should send a report to the designated Officer in Uttarakhand.
- x. Based on this report, the Designated Officer in Uttarakhand should issue the Death Certificate.
- xi. The death certificate should be made available free of cost to the next of kin. The death certificate should also be sent to the Police Station where the FIR/Missing Person Report was filed and to the designated officer in the Originating State.
- xii. In case of Claims and Objections, an appeal would lie with the Officer immediately superior to the Designated Officer (to be nominated by the originating State Government). After dealing with the appeal, speaking Orders should be sent to the Designated Officer in Uttarakhand, who would then take appropriate action to issue the death certificate or deny it.

5. For enabling this process the designated Officer (Pargana Adhikari/SDM) in Uttarakhand may be declared as a Registrar of Death under Section 7(1) of the Registration of Births and Deaths (RBD) Act, 1969. In all the above cases, registration of death may be done at the place of occurrence of death/presumed death in accordance with provision made under Section 7(2) of RBD Act.

S/d
(P. A. Mini)
Deputy Registrar General

In case there is any natural calamity or epidemic in any other state, guidelines of similar nature if issued by the GoI or respective state will be considered for settling the deceased claim cases.

CHAPTER - 6

Power Chart to settle deceased claim case.

(Rs. In Lakhs)

Sr. No.	Subject	POWERS AT BO LEVEL including ARMBs/ LCBs					POWERS VESTED AT ADMINISTRATIVE OFFICES			
		I	II	III	IV	V/VI	Committee at CO level*	Committee at ZO level**	Committee at HO level** *	Committee at HO level****
<p>Note:—</p> <p>* Committee shall consist of Circle Head, Dy. Circle Head, Chief Manager (credit seat) and Law officer (I/II/III);</p> <p>** Committee shall consist of Zonal Manager, Dy. Zonal Manager, Chief Manager (Credit seat) and Law officer (I/II/III);</p> <p>*** Committee shall consist of General Manager (Law & Recovery), DGM/AGM posted at Law Division, AGM (Credit Division);</p> <p>**** Committee shall consist of General Manager (Credit Division), General Manager (Law & Recovery), General Manager (I & A Division), Divisional Head, Law Division.</p>										
1	To sanction payment as per nomination made as prescribed in respect of deposits/ articles kept in safe custody/ lockers	Full	Full	Full	Full	Full	Full	-NA-	-NA-	-NA-
2	To sanction settlement of claim cases including lockers and safe custody boxes (where title is legally established)	5.00	10.00	20.00	Full	Full	Full	-NA-	-NA-	-NA-
3.	To sanction settlement of claims pertaining to deceased customers in respect of their deposits, release of contents of locker and safe custody articles (where title is not legally established) against –									

Indemnity Agreement alone (Without Surety)	0.50	0.50	0.50	1.00	2.00 / 5.00	10.00	20.00	50.00	Full
Indemnity Bond (With Surety)	5.00	5.00	5.00	20.00	30.00 / Full	40.00	60.00	100.00	Full

POWERS FOR SETTLEMENT OF CLAIMS PERTAINING TO MISSING CUSTOMER OF THE BANK IN RESPECT OF DEPOSITS / LOCKERS / SAFE CUSTODY ARTICLES

1. In case where the bank's customer is reportedly missing for the last seven and more years **and order from the court is produced** by the claimants with regard to presumption of death of such missing customer:- **As per Column No. (3) above.**
2. In case where the bank's customer is reportedly missing for last seven and more years **but order from the court is not produced** by the claimants with regard to presumption of death of such missing customer and the **claim amount/value does not exceed Rs. 5.00 lac; and**
3. In case where the bank's customer has reportedly been missing and seven years have **not elapsed** since then but at least **two years** have **elapsed and the claim amount/value does not exceed Rs. 2.00 lac - All such claims shall be considered by the Committee at CO:Level.**

GUIDELINES FOR EXERCISE OF POWERS FOR LAW MATTERS

A: Guidelines for exercise of powers for Claim Cases -

For the purpose of valuation of claim, in respect of powers at S.No.2 & 3, the criteria will be:

1. Deposit Accounts:

- i) CA/ SF A/c - Balance outstanding;
- ii) FD A/c - Deposit amount (i.e. excluding interest);
- iii) RD A/c - Amount deposited till the date of claim (i.e. excluding interest)

2. In respect of locker:-

- i) Currencies, gold & silver (whatever form it may be) should only be valued - **as per value on the date of claim.**
- ii) In case the locker does not contain items like currencies, gold and silver, but only contains other contents like documents, deposit receipts, Government Securities, etc. then sanction should be obtained from Circle Head for its release to the claimant. These documents need not be specifically valued but the inventory should give their

details and receipt should be obtained for such contents of the locker.

- iii) In case the locker contains items like currency, gold & silver and also other contents like documents, deposit receipts, Government Securities, etc. then the sanction for such claim case should be obtained from the authority not less than Chief Manager / Circle Head or higher authority depending upon the valuation of currencies, gold and silver found in the locker.
- iv) However, if sanction of claim case falls under powers of Circle Head, depending upon the valuation of contents of locker, they alone will sanction the release of the contents / documents. The documents need not be specifically valued but the inventory should give its details and receipt should be obtained for all the contents of the locker.

B. General guidelines –

1. In an office/division, where more than one Chief Manager/AGM /DGM is posted, powers will be limited to the Chief Manager/ AGM/ DGM so authorized by the Incumbent In-charge/Circle Head/FGM (Circle Office)/GM (HO). In other offices where there are more than one Officer/Manager/Sr. Manager, the Incumbent/Head of the Branch/Office/Department/Division may designate any of the Officer/Manager/Sr. Manager for exercising the powers as per the power chart.
2. Powers vested with various categories of Officers will be exercised on per reference basis.
3. Powers be exercised as per Grade/Scale of an Officer and not as per category of branch/ office.

CHAPTER -7

QUICK LOOK CHART ON SETTLEMENT OF CLAIMS UNDER VARIOUS TYPES OF OPERATIONAL INSTRUCTIONS

A. Deposits with Nomination

Sr. No.	Nature of Account	Single Depositor	Joint A/c (operated jointly)	Joint A/c (Either or Survivor)	Joint A/c (Former / Latter or Survivor)	Joint A/c (Anyone or Survivors)
A	Savings / Current A/c	Nominee	On death of one depositor – Legal Heirs of deceased + survivors II. On death of all depositors – Nominee	On death of one depositor – Survivor II. On death of both depositors – Nominee	On death of Former / Latter – Survivor II. On death of both depositors – Nominee	On death of one or more depositor/s – Survivor/s II. On death of all depositors – Nominee
B.	Term Deposit Account	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)
C.	Premature withdrawal of FD	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)

B. Without Nomination

Sr. No.	Nature of Account	Single Depositor	Joint A/c (operated jointly)	Joint A/c (Either or Survivor)	Joint A/c (Former / Latter or Survivor)	Joint A/c (Anyone or Survivors)
A	Savings / Current A/c	Legal Heirs or person mandated by them	On death of one depositor – Legal Heirs of deceased + survivors	Survivor	Survivor II. On death of	On death of one or more depositor/s – Legal Heirs of deceased + survivors

			II. On death of all depositors - Legal heirs of all the depositors	II. On death of both the depositors - Legal heirs of all the depositors	both the depositors - Legal heirs of all the depositors	II. On death of all depositors - Legal heirs of all the depositors
B.	Term Deposit Account	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)
C.	Premature withdrawal of FD	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)

C Illustrations on joint accounts

C-1. Joint Deposit Accounts (without nomination)

Deposit Account of	With survivor clause	Without survivor clause
<u>A + B</u> A dies	B can operate	B + Legal heirs of A
Both A + B die	Legal heirs of A + Legal heirs of B	Legal heirs of A + Legal heirs of B
<u>A + B + C</u> A dies	B + C can operate	B + C + Legal heirs of A
A + B die	C can operate	C + Legal heirs of A + Legal heirs of B
A + B + C die	Legal heirs of all	Legal heirs of all

C-2. Joint Deposit Accounts (with nomination)

Deposit Account of	With survivor clause	Without survivor clause
<u>A + B</u> A dies	B can operate	B + Legal heirs of A
Both A + B die	Nominee	Nominee
<u>A + B + C</u> A dies	B + C can operate	B + C + Legal heirs of A
A + B die	C can operate	C + Legal heirs of A + Legal heirs of B
A + B + C die	Nominee	Nominee

ANNEXURE-I

**CLAIM FORM
(For Establishing the Identity of the Nominee)**

I Shri/Smt./Kum. _____ Nominee/appointed on behalf of the minor nominee, _____, hereby declare that I am the nominee/ appointed on behalf of the minor nominee of the deceased Shri/Smt./Kum._____.

I, further, declare that I am nominated to claim the deposit monies/articles held in safe custody/safety locker with _____ Branch by Shri/Smt./Kum. _____ (i.e. deceased).

The deposit monies/articles held in safe custody/safety locker are held in Account _____/Locker No._____ safe custody receipt No._____ of Shri/Smt./Kum _____ deceased.

Signature _____

(Nominee/appointed on behalf of minor nominee).

Address _____

Witness*:

1. Magistrate or judicial official

Or

2. An officer of the Central or State Government

Or

3. An officer of a Bank

Or

4. Two persons acceptable to the Bank

1.Name _____

Address _____

Signature _____

2.Name _____

Address _____

(*strike out whichever is not applicable)

(Signature) _____

ANNEXURE-II

Form of inventory of contents of safety locker hired from Banking Company (Section 45 ZE (4) of the Banking Regulation Act, 1949).

(To be used in case of Lockers operated jointly and there is nomination or survivorship clause)

The following inventory of contents safety locker No. _____ located in the safe deposit vault of Punjab National Bank _____ Branch :-

*hired by Shri/Smt. _____ (deceased) in his/her sole name

*hired by Shri/Smt. (i) _____ } (deceased) } Jointly with
 (ii) _____ }
 (iii) _____ }

was taken on this _____ day of _____ 200_____

Sr. No.	Description of articles in safety locker	Other identifying particulars, if any
1.		
2.		

for the purpose of inventory access to the locker was given to the Nominee/ and the surviving hirers.

*who produced the key to the locker.

*by breaking open the locker under his/her/their instructions.

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee) Address _____	O R	1. Shri/Smt. _____ (Nominee) Address _____
(Signature) _____		_____ (Signature)

A N D

Shri/Smt. _____ { Survivors of joint hirers.} Address _____	Shri/Smt. { Survivors of joint hirers.} Address _____ } (Signature) _____ }
_____ (Signature) _____	

2. Witness(es) with name, address and signatures.

*I, Shri/Smt _____ (Nominee)

*We, Shri/Smt _____ (Nominee), and Shri/Smt. _____ the survivors of the joint hirers, hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

Note:

It is made clear that access to the locker is given to survivor(s)/nominee(s) only as a trustee of the legal heirs of the deceased locker hirer on the condition that such access if given to survivor(s) / nominee(s) shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

.....

ANNEXURE-II A

Form of Inventory of Contents of Safety Locker Hired from Banking Company

(To be used where there is no nomination or survivorship clause)

The following inventory of contents of Safety Locker No. _____ located in the Safe Deposit Vault of _Punjab National Bank , Branch at_____.

* hired by Shri/Smt. _____(deceased) in his/her sole name.

* hired by Shri/Smt. (i) _____(deceased) Jointly with (ii) _____
& (iii) _____

was taken on this _____ day of _____ 20_____

Sr. No.	Description of articles in safety locker	Other identifying particulars, if any
1.		
2.		

For the purpose of inventory, access to the locker was given to the legal heir(s)/a person mandated by the legal heir(s) and surviving hirers

*By breaking open the locker under his/her/their instructions.

*Who produced the key to the locker. (Delete whichever is not applicable).

The above inventory was taken in the presence of :

Legal heirs of deceased joint hirer(s)/person mandated by legal heirs

1. _____ (Signature)
Shri/Smt. _____
Address . _____

_____(Signature)
Shri/Smt. _____
Address . _____

And

_____(Signature)
Shri/Smt. _____{Survivors of Joint hirers}
Address _____

_____ (Signature)
Shri/Smt. _____
Address. _____

2. Witness (es) with name, address and signature:

_____ (Signature)
Shri/Smt. _____
Address . _____

_____ (Signature)
Shri/Smt. _____
Address . _____

ACKNOWLEDGEMENT

* I, Shri/Smt. _____ legal heir/mandate holder

* We, Shri/Smt. _____
_____ legal heirs and Shri/Smt. _____
_____ surviving

hirers hereby acknowledge the receipt of the contents of the safety locker
comprised in ad set out in the above inventory together with a copy of the
said inventory.

Shri/Smt. _____
(Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Shri/Smt. . _____ Signature _____

Date & Place _____

(* Delete whichever is not applicable)

ANNEXURE-III

Form of inventory of articles left in safe custody with Banking Company (Section 45 ZC (3) of the Banking Regulation Act, 1949).

(To be used where there is nomination)

The following inventory of articles left in safe custody of Punjab National Bank with _____ branch, by Shri/Smt. _____ (Deceased) under an agreement/ receipt dated _____ was taken on this _____ day of _____ 200 :-

Sr.No. Description of articles Other identifying particulars, if any

1.

2.

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee) OR
Address _____

1. Shri/Smt. _____
(Appointed on behalf of minor
Nominee)
Address _____

Signature _____

Signature _____

2. Witness(es) (with name, address and signatures.)

i). Signature _____
Name _____
Address _____

ii). Signature _____
Name _____
Address _____

I, Shri/Smt _____ (nominee/Appointed on behalf of Minor Nominee) hereby acknowledge receipt of the articles comprised and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____ (Nominee)

OR Shri/Smt. _____
(Appointed on behalf of minor
Nominee)

Signature _____
Date _____
Place _____

Signature _____
Date _____
Place _____

Shri/Smt. _____ (Nominee)

Shri/Smt Signature

Signature _____
Date _____
Place _____

Date _____
Place _____

* (Delete whichever is not applicable)

- While returning/releasing articles, kept in Lockers, to the nominee Bank is not required to open sealed/closed packets.
- All nominations recorded by the Bank should be acknowledged to the locker holder on the prescribed format.

**Form of Inventory of articles left in
Safe Custody with banking company
(To be used where there is no nomination or survivorship clause)**

The following inventory of articles left in safe custody of Punjab national Bank

With _____ branch, by Shri/Smt. _____
(deceased)

under on agreement/receipt dated _____ was taken on this, _____ day of
_____ 20 _____

Sr. No.	Description of articles in safe custody .	Other identifying particulars, if any
1.		
2.		

The above inventory was taken in the presence of, Legal heirs or a person mandated by legal heirs

1. Shri/Smt. _____
(
Signature)

Address . _____

2. Shri/Smt. _____
(Signature)

Address . _____

ACKNOWLEDGEMENT

* I, Shri/Smt. _____ legal heir/mandate holder

* We, Shri/Smt. _____ legal heirs and Shri/Smt. _____ surviving hirers hereby acknowledge the receipt of the articles comprised and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____
(Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Shri/Smt. . _____ Signature _____

Date & Place _____

(* Delete whichever is not applicable)

RECEIPT FROM NOMINEE

Received with thanks from Punjab National Bank, _____
branch, a sum of Rs. _____ (Rupees
_____ only) by Banker's Cheque
No. _____ dated _____ in favour of
_____ in full and final
settlement of my/our claim as nominee on the balance in _____
Account(s) No(s). _____ standing in the name
of the deceased Shri/Smt/Kum. _____. I/We do
not have any other claim from the Bank henceforth.

I hereby confirm that the payment has been received as trustee (s) of the
legal heirs of the deceased.

Place:	Revenue stamp
Date:	

(Signature of Nominee)

RECEIPT FROM CLAIMANT

Received with thanks from Punjab National Bank, _____
branch, a sum of Rs. _____ (Rupees
_____ only) by Banker's Cheque
No. _____ dated _____ in favour of
_____ in full and final
settlement of my/our claim as legal heir/claimant on the balance in
_____ Account(s) No(s). _____ standing
in the name of the deceased Shri/Smt/Kum.
_____. I/We do not have any other claim from
the Bank henceforth.

I /we hereby confirm that the payment has been received for self and for
and on behalf of other legal heirs of the deceased.

Place:	Revenue stamp
Date:	

(Signature of the legal heirs)

DECLARATION

(In case funds are settled in favour of a Minor)

I,----- father/mother/duly appointed guardian of -----
----- hereby certify that the proceeds of the Banker's Cheque No.-----
--- dated----- favoring ----- issued by Punjab National Bank,
_____branch, in settlement of the balance in account number ----
----- of Late-----will be utilized for the benefit of the
minor only.

Signature

Date :

Place:

POWER OF ATTORNEY
(For deposit accounts)

(To be stamped as special Power of Attorney as per rates prevailing in the States and attested by a Notary/Magistrate)

KNOWN ALL MEN BY THESE PRESENTS THAT I / WE.....
S/O..... W/O..... do hereby appoint Sh
..... S/O
Sh R/O as my/our attorney in my/our name
and on my/ our behalf to do or execute all or any of the acts or things: -

WHEREAS Shri/Smt.....had the following accounts with
Punjab National Bank, Branch Office and WHEREAS
He/She/has expired onLeaving behind _____(No.) legal
heirs namely_____

Details of accounts of the deceased	Balance (Rupees)
-------------------------------------	------------------

1

2.

AND WHEREAS I/We cannot present, myself/ourselves to receive my/our share in the said amounts and give discharge to the bank.
By virtue of this power of attorney, the said nominated attorney will do the following acts etc. that is to say:

- 1) To receive my/our share in the aforesaid amounts lying with BO:.....
- 2) To give receipt and proper discharge to the bank in connection with the above amounts received on my/our behalf
- 3) To execute Indemnity Bond and arrange for surety in respect of my/our share in the said amounts received.
- 4) Generally to do all lawful acts necessary for receiving of the said amounts from the bank.

AND I / We hereby agree that all acts, deeds and things lawfully done by my/ our said attorney shall be deemed as acts, deeds and things done by me/ us personally and I / we undertake to ratify and confirm all and

whatsoever that my /our said attorney shall lawfully do or cause to be done for me/ us by virtue of powers hereby given.

IN WITNESS WHEREOF I/We have signed this deed on this day of...
.....200 ..

EXECUTANT(S)

1) Witness

2) Witness

(If different persons execute at different places / difference dates, the place/ date be not filled up. The place / date be indicated against their respective signatures)

POWER OF ATTORNEY
(For Lockers)

(To be stamped as special Power of Attorney as per rates prevailing in the States and attested by a Notary/Magistrate)

KNOW ALL MEN BY THESE PRESENTS THAT I/WE S/O R/O do hereby appoint Sh S/O R/O..... as my/our attorney in my/our name and on my/ our behalf to do or execute all or any of the acts or things mentioned hereinbelow.:

WHEREAS Shri/Smt had locker No with Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act of 1970, having it's Head Office at Plot No. 4, Sector – 10, Dwarka, New Delhi - 110075 and interalia a Branch Office

AND WHEREAS He/She has expired on leaving behind legal heirs.

AND WHEREAS I/ We cannot present myself/ ourselves to open the locker, receive the contents thereof and give discharge to the bank.

By virtue of this power of attorney, the said nominated attorney will do the following acts etc. that is to say:

- 1) To have access, to open the said locker and to receive contents thereof
- 2) To sign the inventory of the contents of locker and receive copy thereof, give receipt and proper discharge to the bank in connection with the receipt of contents of locker.
- 3) To execute Indemnity Bond and arrange for surety in respect of my/our share in the contents of the said locker.
- 4) Generally to do all lawful acts necessary for receipt of the contents of the said locker.

AND I/We hereby agree that all acts, deeds and things lawfully done by my/ our said attorney shall be deemed as acts, deeds and things done by me/ us personally and I / we undertake to ratify and confirm all and whatsoever that my /our said attorney shall lawfully do or cause to be done for me/ us by virtue of powers hereby given.

IN WITNESS WHEREOF I / We have signed this deed on this ____ day of ____ year _____.

1) Witness

EXECUTANT(S)

2) Witness

(If different persons execute at different places / difference dates, the place/ date be not filled up. The place / date be indicated against their respective signatures)

AGREEMENT OF INDEMNITY
(For deposits /lockers)

(To be stamped as an agreement as per rates prevailing in each State)
(Delete inapplicable words)

THIS AGREEMENT is made at this day of.....20....Between Sh/Smt.*..... Son/daughter/husband/widow of Sh..... R/O(hereinafter called 'the **Principal Party**' which term shall include his/her/their heirs, administrators and executors) of the ONE PART and PUNJAB NATIONAL BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act of 1970, having its Head Office at Plot No. 4, Sector – 10, Dwarka, New Delhi -110075 and inter alia a BRANCH OFFICE at (hereinafter called the 'BANK') of the SECOND PART.

WHEREAS, Sh/Smtson/daughter/husband of.....resident of deceased, at the time of his/her death had the following account(s)/ locker with the bank.

And WHEREAS the said principal party..... claim/claims to be the sole heir/heirs of the said late and as such claim/claims to be entitled to the payment of the above balance/balances standing to the credit of the deceased along with interest/delivery of contents of the said locker.

NOW THIS AGREEMENT witnessed that in consideration of the payment of amount with interest by the Bank/delivery by the Bank of the contents of locker, mentioned above (the receipt whereof the said principal party hereby acknowledges), the said principal party agrees to refund after demand aforesaid amount/ value of the contents of locker, with interest, as may be levied by the Bank, in case any claim is made about the aforesaid amount/contents of locker by any other heir or anybody else.

The said principal party has/have accordingly signed this agreement on the day, month and year mentioned above.

FOR PUNJAB NATIONAL BANK

PRINCIPAL PARTY
EXECUTANT(S)

*(Give the details of all claimants)

INDEMNITY BOND WITH SURETY
(For deposit accounts)

THIS INDENTURE is made at.....this.....day
of.....20.....

Sh/Smt*.....Son/daughter/husband/widow of Sh.....
.....R/O..... (hereinafter called
'the principal party') of the FIRST PART AND Sh/Smt.
.....son/daughter/widow of Sh..... R/O
(hereinafter called 'the surety') of the SECOND PART and PUNJAB
NATIONAL BANK a body corporate constituted under the Banking
Companies (Acquisition and Transfer of Undertakings) Act of 1970, having
it's Head Office at at Plot No. 4, Sector - 10, Dwarka, New Delhi -110075
and interalia a branch office at (hereinafter called 'The bank')
of the THIRD PART

WHEREAS Sh.....son of Shriresident of
..... deceased, had at the time of his death following account(s) with
the bank at branch Office

Details of accounts of the deceased Balance (Rs.)

1.

2.

AND WHEREAS the said principal party claim (s) to be the sole
heir/heirs of the said deceased and entitled to the above mentioned
property of the deceased and also claim(s) the payment of the balance (s)
standing to the credit of the deceased in the books of the bank.

NOW THIS INDENTURE witnesseth that in consideration of the payment by
the bank of the amounts above mentioned, (the receipt whereof the said
principal party hereby acknowledges) , the said principal party and the
surety both bind themselves severally and jointly to pay the aforesaid
amounts with interest, loss, damages and cost of all kinds whatsoever to

the said Bank, in case any claim is made about the aforesaid money(s) by anybody else. Further, in consideration of the aforesaid payments to the said principal party by the said bank, the principal party and the surety both undertake for themselves their heirs, executors and administrators to hold the bank, its agents etc. harmless and indemnified in respect of all claims to the aforesaid money(s).

IN WITNESS whereof the principal party, and the surety have put their signatures

<p>1) WITNESS OCCUPATION..... ADDRESS</p> <p>2) WITNESS..... OCCUPATION..... ADDRESS</p>	<p>PRINCIPAL PARTY</p> <p>SURETY</p> <p>FOR PUNJAB NATIONAL BANK</p> <p>(EXECUTANT(S))</p>
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*(Give the details of all claimants)

INDEMNITY BOND WITH SURETY
(for locker)

THIS INDENTURE is made at..... this day of year..... Between Sh/Shri*..... son/daughter/ widow of resident of..... herein called the 'principal party' of the first part AND Smt./Sh. son/ daughter/widow of Sh resident of hereinafter called ' the surety ' of the second part and PUNJAB NATIONAL BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act of 1970, having it's Head Office at Plot No. 4, Sector – 10, Dwarka, New Delhi -110075 and interalia a Branch Office(hereinafter called 'The bank') of the third part.

WHEREAS Sh son of Sh resident of the deceased had at the time of his death had the following lockers with the Bank at Branch office

Locker No.....

AND WHEREAS the said principal party claim (s) to be the sole heir/heirs of the said deceased and entitled to the above mentioned property of the deceased and also claim(s) the delivery of the contents of locker no (As per inventory report of the contents prepared on) .in the name of the deceased with the bank.

NOW THIS INDENTURE witnesseth that in consideration of the delivery by the bank of the contents of the locker above specified, (the receipt whereof the said principal party hereby acknowledges) the said principal party and the surety both bind themselves severally and jointly to pay the value of the contents of locker with interest, loss, damages and cost of all kinds whatsoever to the said Bank, in case any claim is made about the aforesaid contents of the locker by anybody else. Further, in consideration of the aforesaid delivery to the said principal party by the bank, the said principal party and the surety both undertake for themselves their heirs, executors and administrators to hold the bank, its agents etc. harmless and indemnified in respect of all claims to the aforesaid contents of locker.

IN WITNESS whereof the principal party and the surety have put their signatures

1) WITNESS OCCUPATION..... ADDRESS	PRINCIPAL PARTY SURETY
2) WITNESS..... OCCUPATION..... ADDRESS	FOR PUNJAB NATIONAL BANK (EXECUTANT(S))

*(Give the details of all claimants)

LETTER OF CONSENT-CUM-RELINQUISHMENT

The Branch Manager,
Punjab National Bank,
BO: _____

Dear Sir,

Settlement of Claim pertaining to the Deceased Customer Shri / Smt. / Kum. _____ in respect of Account / Locker No. _____ at your branch

With reference to the above I / we inform you that Shri / Smt. / Kum. _____, who has been your customer, expired on _____ leaving behind him/her the following legal heirs, who are entitled to receive the amount / contents of the Locker lying with you in the above account / locker:

Sr. No.	*Name of the Legal heir with full Address	Age (Years)	Relationship with the deceased
1.			
2.			
3.			

We, the legal heirs at Sr. No. _____ to _____ above, hereby relinquish our claim and give consent in favor of the abovesaid Shri / Smt. / Kum. _____ (at Sr. No. _____ above) to sign & present the claim in his/her own name in respect of the said Account No. _____ / Locker No. _____ having a credit balance of Rs. _____ (as on _____) and to receive the payment of the amount lying in the said Account / the contents lying in the said Locker and to execute the required documents in his / her own name for himself / herself and to give receipt and discharge to the bank in regard to the claim.

We hereby declare that the payment / delivery so made to the above Shri / Smt. / Kum. _____ shall validly discharge the bank and none of us will have any claim against the bank in whatsoever manner in this regard.

The Signature of the above-named Shri / Smt./Kum _____ is given below:-

<p>_____ (Signature of the Authorized Person)</p> <p>Name: Address_____</p>	<p>1. 2. 3.</p> <p>*EXECUTANTS</p>
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(*To be signed with name and full address by the persons except the person in whose favour the relinquishment and consent is given)

Signed before me on this _____ day of _____ Two thousand _____.

<p>Seal Notary Public / Gazetted Officer / Officer of Public Sector Undertaking</p>

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AFFIDAVIT CUM INDEMNITY BOND WITH SURETY

(For allowing operation in HUF accounts in case of death of Karta)

THIS INDENTURE is made at.....this.....day of.....20..... between

1) Sh/Smt*..... Son/daughter/husband/ wife of/widow of Sh.....R/O ; 2) Sh/Smt*..... Son/daughter/husband/ wife of/widow of Sh.....R/O ; and 3) Sh/Smt*..... Son/daughter/husband/wife of/widow of Sh.....R/O {hereinafter called as `the principal parties`} of the FIRST PART

{*Note: details of all coparceners be mentioned }

And

Sh/Smt.son/daughter/widow of Sh..... R/O and Sh/Smt.son/daughter/widow of Sh..... R/O{hereinafter called `the Sureties`} of the SECOND PART

And

PUNJAB NATIONAL BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act of 1970, having it's Head Office at at Plot No. 4, Sector – 10, Dwarka, New Delhi -110075 and interalia a Branch Office {hereinafter called `the Bank`} of the THIRD PART

WHEREAS

a) Late Sh.....son of Shriresident of was the Karta of{hereinafter called as “HUF”} and was operating following account of HUF with the bank at branch Office

Details of account of the HUF	Balance (Rs.)
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b) The principal parties affirm that Shriexpired onand they are the only living members of the (Name of the HUF). A copy of the death certificate has since been submitted to the Bank. They further affirm that there are no other members / coparceners in the said HUF.

c) The principal parties further affirm that Mr./Ms. _____ is a coparcener of the HUF and

he/she has been unanimously appointed as the new Karta of the HUF;

- d) The principal parties approached the Bank with a request to substitute the name of the deceased Karta Shri _____, with the name of newly appointed Karta Mr./Ms. _____ and to allow operation in the account {detailed in para (a) hereinabove}, by the newly appointed Karta for which the principal parties and the sureties have agreed to execute an indemnity and surety as contained herein.

NOW THIS INDENTURE WITNESSETH that in consideration of the Bank having accepted the request of the principal parties to allow the newly elected/appointed Karta to operate the account, the principal parties and the sureties hereby agree, undertake and bind themselves jointly and severally to pay the amount shown in the account of HUF at the time of the death of earlier Karta, late Sh. _____, alongwith further interest, loss, damages and cost of all kinds whatsoever the Bank may incur, in case any claim is made about the aforesaid money(s) by anybody else on account of accepting the request of the principal parties and thereby allowing continuing operation in the account of HUF. Further, in consideration of accepting the request of the principal parties by the Bank, the principal parties and the sureties undertake for themselves and bind their heirs, executors and administrators to hold the bank, its assigns etc. harmless and indemnified in respect of all/any claims to the aforesaid money.

IN WITNESS whereof the principal parties, and the sureties have put their signatures

<p>1) WITNESS OCCUPATION..... ADDRESS</p> <p>2) WITNESS..... OCCUPATION..... ADDRESS</p>	<p>PRINCIPAL PARTIES</p> <p>SURETIES</p> <p>FOR PUNJAB NATIONAL BANK</p> <p>{EXECUTANT(S)}</p>
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