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CASE COMMENT: MAHESH CHAND SHARMA V. RAJKUMARI SHARMA AND ORS. AIR 1996 SC 869

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ABSTRACT

The contemporary outlook on a Hindu female's right to property is supported by a long and rich history of conventional and institutional legislation. The case on hand, i.e., *Mahesh Chand Sharma vs. Raj Kumar Sharma and Ors*[2]**,** is one of many Indian legal battles demonstrating to what extent the Hindu Succession Act influences women's property rights. This case dealt with the issue of what is meant by "legal heirs of the testator" and also analyzed the effect of the enactment of HSA, 1956 on this case. Further, the court also attempted to shed some light on the correct interpretation of Sections 111, 119, and 120 of the Indian Succession Act, 1956 (hereinafter referred to as ISA, 1925).

THE BENCH SIZE

This case was heard by a division bench comprising of Hon'ble Judges: Justice S.B. Majmudar and Justice B.P. Jeevan Reddy. This judgment was written by Justice B.P. Jeevan Reddy.

MATERIAL FACTS

1. Ram Nath wrote a will in 1942, in which he gave one of his properties to his wife, Satyawati, for life, with the provision that following Satyawati's death, the property would pass to his legal heirs. He had one son and four daughters (Respondent).
2. Tensions between the mother and son began shortly after Ram Nath's death in 1953.
3. The son proposed another will, which was reported to have been executed by Ram Nath in 1950, and which superseded the prior will. In January 1955, they reached a settlement in which Satyawati was granted the right to live on the first floor of the said property.

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4. In addition, the son was supposed to give her a maintenance allowance of Rs. 125/month. Further, if she chooses not to live on the 1st floor, the son was to give her a maintenance allowance of Rs. 150 / month.
5. The son and his wife were practically settled in the USA. Concerning his holdings in India, he assigned his co-son-in-law (appellant) as his General Power of Attorney.
6. The appellant issued a deed of sale of the said property in favor of his relatives.
7. Satyawati passed away in 1972. Subsequently, a partition suit was brought in respect of all of Ram Nath and Satyawati's belongings.

PROCEDURAL HISTORY

The Single Judge Bench of the Delhi High Court rejected the suit inasmuch as the disputed property is involved but ruled insofar as other holdings are concerned. On appeal, the Division Bench ruled in favor of the respondents, holding that each of the five legal heirs is entitled to one-fifth of the entire property. The appellant, dissatisfied with the ruling, filed an appeal with the Supreme Court.

ISSUES RAISED

The following issues were raised:

- Whether, according to the terminology of the Will and the legislation regulating Wills, the vesting in "the lawful heirs of the testator" occurred on the date of the testator's death or the date of Satyawati's death? Simply put, the issue is whether Section 119 of ISA, 1925 is invoked or the exemption to Section 111 of the same Act.
- What is the impact of the 1955 settlement on this case? What is the effect of the enactment of HSA, 1956 in the present case?

ARGUMENTS ADVANCED

FOR APPELLANTS

1. Even if the 1950 Will was not established to be correct and the 1942 Will was considered to be valid and effective, the disputed property had, under and according to a 1955 settlement, become an absolute property of Satyawati's son.
2. During Satyawati's lifetime, she just had the right to dwell on the first floor of the disputed property. The complainant did not argue or rely on section 14 of the HSA, 1956, nor contended that Satyawati was, under section 14, the absolute owner of the

1st floor. Thus, she should not be permitted to raise the aforementioned petition in this appeal. In law, inheritance is never suspended.

3. Section 119 of the ISA, 1925 applies to the wording of the will, and particularly illustration (iii), is applicable. It implies that, though Satyawati acquired the life estate upon the testator's death, the remainder interest accrued to her son as well, who was Ram Nath's sole legal heir at the time of his death. The transfer of the remaining interest should not be delayed till the interposer, Satyawati, dies.
4. The High Court erred in ruling that the exemption to Section 111 of the ISA, 1925 applied in this case. The aforementioned exemption allows a bequest to "a class of individuals defined as standing in a certain degree of kindred to a specified individual." In this situation, the bequest was not made in the name of those who were related to a specific individual in some way. The phrase "a specific individual" in the aforementioned exemption does not and cannot give meaning to the testator. They are referring to anyone except the testator.
5. The High Court also erred in concluding that Section 120 of the ISA, 1925, was applicable. That clause solely applies to a conditional gift, and that's what this gift is not.
6. Even though Satyawati lived for another 17 years following the 1955 settlement, she hasn't ever challenged it. She, on the other hand, consistently supported her son's ownership of the disputed property by her actions. She wasn't even residing on the first floor, where she'd been granted a right to live under the 1955 settlement.
7. Section 14 of the HSA, 1956, in this case, has no relevance because she did not have possession of the aforementioned property-not even the first floor-on the date the said Act came into effect.

FOR RESPONDENT

1. The said family settlement, negotiated in 1955, was not made voluntarily. The helpless widow was challenged by her son, who presented a competing but fake Will purportedly signed by Ram Nath, in which he attempted to deprive Satyawati of all her interest in the disputed property under the 1942 Will. There were up to seven lawsuits underway. The settlement as a whole was completely unjust to the widow.
2. The 1942 Will expressly prohibited Satyawati from transferring her interest, and since the surrender was actually a transfer of her interest, it was prohibited by the Will.
3. Once the settlement is finalized, the 1942 Will takes full effect. Satyawati became the sole owner of the aforementioned property by operation of law. As a result, the sale of

the said property is ineffective. Based on the clear terms of the Will, Section 119 of the ISA, 1925 is not invoked.

4. The Will explicitly indicates that following Satyawati's demise, the testator's property will be devolved to his lawful heirs. It's an example of a bequest to a class under the exemption to Section 111 of ISA, 1925, and not Section 119 of the same Act.
5. When construing a will, the court's obligation has always been to pay heed to the testator's intention. The explicit language used throughout the Will, whereby Satyawati was to become the life estate holder and also that "after her death" the property was to belong to the "legal heirs of the testator," renders the testator's intention obvious without any question. When Satyawati died, the lawful heirs of the testator were his son and four daughters, and hence they should succeed to the disputed property in equal shares.
6. Even though the claimant does not specifically allege or rely on Section 14 of the HSA, 1956 in her petition, she is nevertheless allowed to do so. The claimant stated several times in her plea that she is claiming ownership of the disputed property and other suit estates not only through her father, Ram Nath, but also through her mother, Satyawati. In light of the aforementioned pleading, the claimant has the right to rely on Section 14 of the HSA, 1956.
7. The case of the appellant is not only unfair but also fraudulent. The appellant took undue advantage of the trust placed in him by the son of Satyawati and defrauded him of his property by completing a deed of sale in favor of his brother as well as sons for a minimal amount. Because Satyawati's son had settled in America and was not taking sufficient care of his assets and business affairs in India, the appellant was presented with an opportunity that he fully exploited for his unjust enrichment. This element is important since these petitions are sought under Article 136 of the Indian Constitution.

JUDGMENT DELIVERED

CONCRETE JUDGMENT

1. The sale agreement signed by the appellant as Satyawati's son's General Power of Attorney must be considered genuine and enforceable insofar as the bottom floor of the disputed property is concerned.
2. The first floor of the abovementioned property became Satyawati's absolute property upon the enactment of the HSA, 1956, i.e., under Section 14(1) of the same Act. Upon

her death, the first floor should devolve in equal portions to her son and four daughters. Each of the five siblings will be assigned a one-fifth portion of the first floor.

3. The decree issued by the Delhi High Court has also been amended and is now limited to the first floor of the said property. All additional directives issued by the High Court concerning the said property are upheld, but only on the first floor.

Hence, the appeal was partly allowed.

REASONING

In this case, the bench delivered a unanimous decision. The following reasoning was provided:

Applicability of Section 119 and not Section 111 of the ISA, 1925

The judges concluded that, as opposed to the High Court ruling, this case falls entirely under illustration (iii) of Section 119 of the ISA, 1925, and not the exception added to Section 111 of the same act.

The disputed property, according to the 1942 will, was given to Satyawati for her lifetime and to the testator's lawful heirs following her death. The son of Satyawati was the only legal heir to the testator, and simply because Satyawati had a pre-interest in the legation, the will cannot be said to have a counter-intention within the connotation of the main limb of Section 119 of ISA, 1925. The son was therefore given the right to own the disputed property that was already vested in him at the time of Satyawati's demise.

To invoke Section 111 of the ISA, 1925, it must first be demonstrated that the legacy is for a specific class of individuals.The above class of individuals should then be demonstrated to describe specific kindred to a specific individual. A person other than the testator is referred to in the words "a specified individual." Thirdly, the ownership of the legacy is postponed for one or another reason until a later time other than the testator's death. If the above-mentioned elements are met, the property shall be assigned to those individuals living on the date of their death (prior legacy), along with representatives of those who have deceased after the testator's demise but before the interposer's death. In the instance before us, the legal successors of the testator are defined as being in specific relation to the testator—provided they comprise a group

of individuals within the meaning of the exception—rather than as being "a specified person." Once this occurs, the exception will not apply.

In addition, the judges held that the High Court was mistakenly convinced of the applicability of Section 120 of the ISA, 1925. This part only pertains to a contingent legacy, and the legacy is definitely not contingent herein.

The effect of the settlement of 1955

For the contention that Satyawati was forbidden from transferring the disputed property by the 1942 Will, the Supreme Court judges said that consideration should be given to the scenario which arose in 1955 rather than to the circumstances in which the proceedings had obtained or recorded outcomes. The legality of the 1942 Will was disputed since her son relied on some other will by Ram Nath, allegedly written in 1950 and superseding the 1942 Will. Until then, no court had ruled which will was Ram Nath's last will. In other words, Satyawati's privilege, conferred under Will in 1942, was itself in question.

In such a scenario, a settlement between the parties was reached in which the son's claim to the disputed property in lieu of her right to dwell on the first floor of the same and the financial maintenance of Rs. 125 every month were recognized and accepted by Satyawati. The solution doesn't really establish the correctness and validity of the two wills. Also, the 1955 settlement cannot be disregarded or dismissed because the 1942 Will was established to be the last and most legitimate Will of the testator, Ram Nath. There was also nobody who challenged the settlement for it being false. Further, during her lifetime, Satyawati had never questioned this settlement. Consequently, the settlement could not be deemed unintended or ineffective. For this reason, Satyawati was deemed to be the absolute owner of just the first floor of the disputed property and not the entire house.

The Relevance of the HSA, 1956

The judges did not take the contention that Section 14(1) of HSA, 1956 could not be used by the respondent in such appeals and held that, once the circumstances required to appeal were proven, Section 14 was operating on its own force. It must thus be concluded that Satyawati has become the absolute owner of the 1st floor of the said property on the date of the coming into effect of the HSA, 1956.

Further, under Section 14(1) of that Act, if Satyawati had been "possessed" of the entire disputed property at the point that the Hindu Succession Act was initiated, the limited estate of Satyawati (provided under the 1942 Will) would've matured to absolute property. It didn't, though. Under the 1955 Settlement, she completely abandoned her ownership and claim to ownership of the said property except for its first floor, for which she retained her possession. As a result, Satyawati was considered the absolute owner only of the first floor of the said property, rather than the entire property.

RATIO DECIDENDI

The rights of the testator's legal heirs get vested upon them at the time of the testator's death and not at the time of the death of the person holding the life estate.

COMMENT AND CONCLUSION

The court concluded that, presuming the foregoing settlement to be valid, she remained "possessed" only of the first floor of the disputed property at the time of the enactment of HSA, 1956, so only the first floor may have been equitably inherited by her five children. As such, the entire property belonged to the son, and the sale deed made by his agent for the property except for the first floor was valid.

In this case, the researcher believes the court's ruling was justified. This may be deduced from the reasoning provided below.

Given the facts at hand, the transfer of property might have been done in one of two main ways:

If the 1955 settlement between the son and Satyawati is presumed to be valid, she was "possessed" of just the first floor of the disputed house, and thus only the first floor could have been equally inherited by her five children; except for the first floor, the entire property is owned by the son, and hence the sale deed made by his representative was valid. If the 1955 settlement here between Son and Satyawati is presumed to be false or invalid, as well as

1. If the Will dated September 25, 1950, is held to be unproven and the 1942 Will stands to be the true and effective Will, then the will would bequeath the said property to his wife, Satyawati, for her life and, following her death, to his "legal heirs," i.e., son (as per section 119 of ISA, 1925).

2. If Ram Nath's will of April 10, 1942, is found to be fraudulent and invalid, and his will of September 25, 1950, is found to be genuine, the will would bestow the house to his son.

Since the lower courts have established the 1942 will and the son's will, which was alleged to have been performed by Ram Nath on September 25, 1950, has not been proven to have been made by Ram Nath, option 2(b) remains no longer a possibility. Also, because the validity of the settlement was not contested in court, the court concluded it to be genuine, ruling out the possibility 2(a). This demonstrates that the court's decision in this case was justified since it was the only possible outcome of the case.

It is also to be noted that even if the court had ruled the settlement invalid and unenforceable, the contested property would have eventually devolved to the son under the application of Section 119 of the ISA, 1925, implying that the sale deed signed for the property was valid. The only difference might have been that, whereas option (1) was applicable for the entire property except for the first floor, option (2) (a) would've been applicable for the entire property along with the first floor.

SIGNIFICANCE OF THIS JUDGEMENT

The Supreme Court has conclusively put out the right interpretation of Sections 111 and 119 of the ISA, 1925 in this ruling, which might serve as a useful resource for students and academics to comprehend the sections and the concepts involved.