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LEXOVIA LEGAL RESEARCH REPORT

Nominee vs. Legal Heirs: Who Actually Gets a Deceased Person's Bank Deposit, Insurance Proceeds, and Shares?

Research Track — Catalog Item 2 | Standard Research Report | Fictional customer: Meera Kulkarni

FACTS

Vasant Kulkarni died in March 2026 without leaving a will. He is survived by his wife, Sunanda Kulkarni, his two daughters, Meera Kulkarni and Radha Kulkarni, and his son, Arjun Kulkarni. At the time of his death, Vasant held three assets relevant to this research: a fixed deposit of Rs. 18,00,000 with a nationalised bank, on which Arjun was registered as the nominee under the bank's standard nomination form; a life insurance policy with the Life Insurance Corporation of India with a sum assured of Rs. 25,00,000, on which Arjun was again registered as the nominee; and 4,000 equity shares in a private limited company in which Vasant was a director, on which Arjun was registered as the nominee under the company's nomination register.

Arjun has approached the bank, the insurer, and the company separately, presenting his nomination in each case and asserting that, as the registered nominee, he is entitled to receive and retain all three assets in full, to the exclusion of his mother and sisters. Meera, supported by her mother and sister, disputes this, contending that all four of them — Sunanda, Meera, Radha, and Arjun — are entitled to share in Vasant's estate as his Class I legal heirs under the Hindu Succession Act, 1956, and that Arjun's nomination on each asset does not by itself settle who is ultimately entitled to keep the money or shares.

This research examines what the law actually says about the relationship between a nomination and a legal heir's entitlement, across the three categories of asset involved here — a bank deposit, a life insurance policy, and company shares — and where Meera's, Sunanda's, and Radha's claims stand relative to Arjun's nomination on each.

THE LAW: NOMINATION UNDER THREE DIFFERENT STATUTES

Indian law does not have one single “nomination” statute. Nomination is instead addressed separately in the specific legislation governing each type of asset, and — as the case law below shows — the three provisions relevant to Vasant's estate have not always been read to mean the same thing.

1. Bank deposits — Section 45ZA, Banking Regulation Act, 1949

> **Section 45ZA(2) and 45ZA(5), Banking Regulation Act, 1949**
> *“Where a nomination made in the prescribed manner purports to confer on any person the right to receive the amount due from a banking company to a depositor, the nominee shall, on the death of the sole depositor... become entitled to all the rights of the sole depositor... in relation to such deposit to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner. ... Payment by a banking company in accordance with the provisions of this section shall constitute a full discharge to the banking company of its liability in respect of the deposit.”*

Read on its own, the phrase “to the exclusion of all other persons” sounds absolute. As the case law below shows, courts have not read it that way — the section has consistently been held to protect the bank from having to pay twice, not to settle who is ultimately entitled to the money as between the nominee and the legal heirs.

2. Life insurance — Section 39, Insurance Act, 1938 (as amended in 2015)

Before 2015, Section 39 dealt only with who the insurer could safely pay, not who was entitled to keep the proceeds. The Insurance Laws (Amendment) Act, 2015 added a new distinction that did not exist before:

> **Section 39(7), Insurance Act, 1938 (inserted by the Insurance Laws (Amendment) Act, 2015)**
> *“Where the policyholder nominates his parents or his spouse or his children or his spouse and children or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that the policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.”*

This creates two categories of insurance nominee: a “beneficial nominee” — a parent, spouse, or child of the policyholder — who is deemed beneficially entitled to the proceeds under Section 39(7), and every other nominee, who remains a mere collector of the money on behalf of the legal heirs, as the pre-2015 case law had already established. Arjun, as Vasant's son, falls within the beneficial-nominee category described in Section 39(7) — but, as the case law below shows, “beneficially entitled” has not been read by every court as an absolute answer once other legal heirs actually stake a claim.

3. Company shares — Section 72, Companies Act, 2013

> **Section 72(1) and 72(3), Companies Act, 2013**
> *“Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of the securities of a company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the securities of the company, the nominee shall, on the death of the shareholder... become entitled to all the rights in the securities... to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.”*

The “notwithstanding anything contained in any other law... or in any disposition, whether testamentary or otherwise” language is stronger, on its face, than either Section 45ZA or Section 39 — it appears to say the nomination overrides even a will. Whether it actually does was the precise question the Supreme Court settled in Shakti Yezdani, discussed below.

4. Who counts as a legal heir — Hindu Succession Act, 1956

Since Vasant died intestate and was Hindu, the Hindu Succession Act, 1956 governs who inherits whatever falls into his estate. Section 8 sends a male Hindu's property, on intestacy, first to his Class I heirs; Section 10, read with the Schedule, lists the widow, sons, and daughters as Class I heirs who take simultaneously and in equal shares (subject to specific per-branch rules that do not affect this fact pattern). On these facts, Sunanda, Meera, Radha, and Arjun are all Class I heirs, each entitled to a one-fourth share of whatever forms part of Vasant's estate — a distinct question from what a nomination form on any single asset says.

5. The procedural layer: succession certificates and indemnity bonds — Sections 214 and 372, Indian Succession Act, 1925

Separately from the substantive question of who is ultimately entitled to Vasant's assets, there is a procedural question: what does a bank, insurer, or company actually require before it will recognise Sunanda, Meera, and Radha's shares? Section 214 of the Indian Succession Act, 1925 generally bars a court from passing a decree in favour of a person claiming to be a deceased person's representative — and from allowing execution of such a decree — unless the claimant produces probate, letters of administration, or a succession certificate covering the debt (agricultural rent and revenue are excluded from this bar under Section 214(2)). Some High Courts have read this as barring only the decree and execution stage of a suit, not the mere filing of one, so the practical effect is that a succession certificate or equivalent document becomes necessary once matters reach a court order, even if a suit itself can be filed without one.

Section 372 of the same Act sets out what a petition for a succession certificate must contain — particulars of the death, the family or other near relatives of the deceased, the right in which the petitioner claims, and the debts and securities for which the certificate is sought. A succession certificate obtained under Part X of the Act authorises its holder to collect the specific debts and securities listed in it; like a nomination, it functions as a collection mechanism and does not itself decide beneficial ownership, which remains governed by the applicable law of succession.

In practice, institutions do not always insist on a court-issued succession certificate before releasing a deceased customer's money. Banking-law commentary discussing the Reserve Bank of India's guidance on settling deceased depositors' claims describes banks accepting a claim form, death certificate, identity proof, an indemnity bond, and a legal-heirship certificate or a declaration of heirs in place of a succession certificate for smaller, undisputed claims — with reported threshold figures in the region of Rs. 15 lakh for commercial banks and Rs. 5 lakh for cooperative banks. Above the relevant threshold, or wherever the claim is genuinely disputed among competing claimants — as it is between Arjun and the rest of the family here — institutions generally revert to requiring a succession certificate, letters of administration, probate, or a court decree before parting with the asset.

6. Nomination is not the same as survivorship on a joint account

A separate distinction worth noting for completeness, even though it does not arise directly on Vasant's facts (his fixed deposit, policy, and shareholding were all held solely in his name): a nomination under Section 45ZA is textually confined to “the death of the sole depositor or... the death of all the depositors” — it has no role to play while even one joint holder of an account remains alive. A joint account operated on an “either or survivor” or “former or survivor” mandate instead passes to the surviving joint holder under a contractual survivorship arrangement between the accountholders and the bank, which is a distinct legal mechanism from statutory nomination.

That contractual survivorship arrangement, however, works the same way nomination does in one important respect: it tells the bank whom it may safely pay, but does not by itself finally settle beneficial ownership as between the surviving holder and the deceased's other legal heirs. The Delhi High Court's decision in Prabha Bennett v. Rohit Sharma (2022 SCC OnLine Del 2761) held that a surviving joint holder is authorised to withdraw the funds but remains accountable to the deceased's legal heirs for their share, unless it is affirmatively shown that the deceased intended to gift full beneficial ownership to the survivor. The parallel to Sarbati Devi and Ram Chander Talwar is direct: whichever mechanism gets the institution comfortable paying out — nomination or survivorship — the underlying entitlement question is answered separately, by the law of succession.

JUDICIAL INTERPRETATION: HOW COURTS HAVE ACTUALLY READ THESE PROVISIONS

Sarbati Devi v. Usha Devi, AIR 1984 SC 346

The foundational judgment on this entire subject. The Supreme Court held that a nomination made under Section 39 of the Insurance Act, 1938 (in its pre-2015 form) “does not have the effect of conferring on the nominee any beneficial interest in the amount payable under the life insurance policy on the death of the assured.” The nominee, the Court held, is “merely authorised to receive the amount due under the policy, which will remain the property of the assured during his lifetime and, on his death, will form part of his estate, which is governed by the law of succession applicable to him.” The nominee is not thereby made “the owner of the amount payable under the policy.” This is the origin of what is often loosely called the “trustee” principle, though the Court's own language is that the nominee is merely an authorised collector, holding the proceeds for onward distribution under the ordinary law of succession.

Vishin N. Khanchandani v. Vidya Lachmandas Khanchandani, AIR 2000 SC 2747

The Supreme Court distinguished Sarbati Devi in a case concerning National Savings Certificates. Rule 16 of the National Savings Certificates (VIII Issue) Rules, 1989, framed under the Government Savings Certificates Act, 1959, was held to confer on the nominee an “absolute right” to the amount, “to the exclusion of all other persons,” precisely because that specific statutory rule — unlike Section 39 of the Insurance Act as it then stood — was itself intended to override the general law of succession. The Court's reasoning turned entirely on the specific wording Parliament had used in that particular rule; it did not purport to disturb Sarbati Devi's general position for instruments where the underlying statute carries no comparable override language. The case is a caution against assuming all nomination provisions work the same way — the actual words of the specific statute in question control the outcome.

Life Insurance Corporation of India v. Asha Goel, (2001) 2 SCC 160

A narrower but frequently cited point: even where a nomination made by the policyholder was not formally registered with LIC's branch office before the policyholder's death, the Supreme Court held this procedural lapse did not defeat the nominee's ability to receive the sum assured, since Section 39's core function is to tell the insurer whom it may safely pay — a discharge mechanism — rather than a substantive test of entitlement. The judgment is a reminder that Section 39 nomination law operates on two separate levels: who the insurer may pay without risk (a procedural question Asha Goel addresses), and who is ultimately entitled to keep the money as between the nominee and the legal heirs (the substantive question Sarbati Devi addresses). The two are often confused in practice.

Ram Chander Talwar v. Devender Kumar Talwar, (2010) 10 SCC 671
Applying the Sarbati Devi principle squarely to a bank deposit nominated under Section 45ZA of the Banking Regulation Act, 1949, the Supreme Court held that Section 45ZA "makes it clear that the object... was to ensure that the payment made to the nominee would constitute full discharge of the bank's liability," and that the section does not, "in the absence of any other statutory provision to the contrary," disturb the law of succession applicable to the deposit itself. The nominee bank-deposit holder was held to receive the amount as a trustee for the legal heirs, exactly as an insurance nominee does under Sarbati Devi — confirming that Section 45ZA's "to the exclusion of all other persons" language protects the bank, not the nominee's ownership.

Prabha Bennett v. Rohit Sharma, 2022 SCC OnLine Del 2761 (Delhi High Court)
Not directly about nomination, but decided on a closely related principle relevant to how Vasant's family should think about any jointly-held asset (none of Vasant's three assets were joint on these facts, but the point is worth flagging for completeness). Where a bank account is operated on an "either or survivor" or "former or survivor" mandate, the surviving joint holder is authorised to withdraw the balance — a contractual arrangement between the accountholders and the bank, distinct from statutory nomination under Section 45ZA, which by its own text applies only once the sole depositor, or all joint depositors, have died. The Delhi High Court held that a surviving joint holder who withdraws the funds remains accountable to the deceased's legal heirs for their share, unless it can affirmatively be shown that the deceased intended to gift full beneficial ownership to the survivor. The parallel to nomination is direct: a mechanism that tells the bank whom it may safely pay is not the same thing as a final answer on who is entitled to keep the money.

Shakti Yezdani v. Jayanand Jayant Salgaonkar, 2023 INSC 1076 (Supreme Court, 14 December 2023)
The deceased, Jayant Shivram Salgaonkar, died in 2013 having executed a will dated 27 June 2011 governing the devolution of his estate. Separately, on fixed deposits aggregating approximately Rs. 4.14 crore and on certain mutual fund investments, other family members had been registered as nominees under the applicable

nomination provisions. When the legal heirs named in the will sought administration of the estate, the nominees resisted, asserting that their nomination alone conferred absolute ownership of the fixed deposits and mutual funds regardless of the will. For years, the Bombay High Court (Full Bench, in the judgment eventually under appeal) had held that Section 72 of the Companies Act, 2013 — because of its “notwithstanding” language, stronger than either Section 45ZA or Section 39 — genuinely did vest company shares absolutely in the nominee, overriding both testamentary and intestate succession, while the Delhi High Court had reached the opposite conclusion in a separate line of cases, producing a direct conflict between High Courts on exactly the question Vasant's estate raises for his shareholding. The Supreme Court resolved the conflict, holding that Section 72 (and its predecessor, Section 109A of the Companies Act, 1956) is a mechanism to identify who the company may treat as the person to deal with in respect of the shares following the shareholder's death — not a special mode of succession that displaces the Hindu Succession Act, the Indian Succession Act, or a valid will. The nominee holds the shares only as a trustee for whoever is actually entitled under the applicable law of succession, and the company's own register reflecting the nominee's name does not, by itself, settle beneficial ownership. This decision brings company-share nomination firmly into line with the Sarbati Devi/Ram Chander Talwar approach, closing the gap that Section 72's stronger wording had appeared to open, and confirms — for a fact pattern involving an actual will — that nomination does not defeat testamentary succession either.

Neelavva @ Neelamma v. Chandravva & Others (Karnataka High Court, 2025)
Applying Section 39(7) of the Insurance Act as amended in 2015 — the “beneficial nominee” provision squarely relevant to Arjun's position as Vasant's son — the Karnataka High Court held that a beneficial nominee's entitlement under Section 39(7) is not absolute once other legal heirs actually assert a competing claim. Where the deceased's widow and children (in that case, a widow and a minor son) came forward disputing the nominee's exclusive claim, the Court upheld a division of the insurance proceeds among the nominee (the deceased's mother) and the widow and son in equal one-third shares, rather than allowing the beneficial nominee to retain the entire amount. On this reading, Section 39(7)'s “beneficially entitled” language operates as a default that holds only in the absence of a live dispute from other legal heirs; once such a dispute is raised, the ordinary law of succession still governs how the proceeds are actually divided.

Note: this judgment was identified from more than one secondary legal-commentary source describing its holding and the presiding judge, but a fully independent neutral or SCC-style citation number could not be cross-confirmed across multiple primary sources at the time of this research — it is accordingly described here by case name, court, and year rather than with an unverified citation number, consistent with Lexovia's citation-verification standard.

COMPARATIVE OVERVIEW: THE THREE ASSETS SIDE BY SIDE

The three statutes discussed above use different words, but the case law has brought all three to broadly the same substantive result — nomination controls who the institution may safely pay, not who is ultimately entitled to keep the asset. The table below summarises how each asset in Vasant's estate is treated.

Asset	Governing provision	Leading case	Nominee's legal status
Fixed deposit (Rs. 18,00,000)	Section 45ZA, Banking Regulation Act, 1949	Ram Chander Talwar (2010) 10 SCC 671	Discharge/collection mechanism only; holds for all Class I heirs
LIC policy (Rs. 25,00,000 sum assured)	Section 39(7), Insurance Act, 1938 (as amended 2015)	Sarbati Devi, AIR 1984 SC 346; Neelavva (Karnataka HC, 2025)	"Beneficially entitled" as Vasant's son — but Neelavva treats this as displaced once other heirs assert a live claim
4,000 equity shares	Section 72, Companies Act, 2013	Shakti Yezdani, 2023 INSC 1076	Discharge/collection mechanism only; holds for all Class I heirs

The one genuine outlier to this pattern, discussed above, is Vishin N. Khanchandani — but that case turned on a specific statutory rule (governing National Savings Certificates) that Parliament drafted to override succession law outright, a rule with no counterpart among the three statutes actually relevant to Vasant's estate.

WHAT DIFFERENCE WOULD A WILL HAVE MADE?

Vasant's estate raises the nomination-versus-heir question in its plainest form because he died intestate — without a will — so the default one-fourth shares under the Hindu Succession Act are the only competing claim to Arjun's nomination. The question becomes sharper still where a deceased person did leave a will, because a will adds a second, independent instruction about who should receive an asset, potentially different from both the nomination and the shares an intestacy would otherwise produce. This is exactly the fact pattern the Supreme Court resolved in Shakti Yezdani.

In that case, Jayant Shivram Salgaonkar died having executed a will directing how his estate should devolve, while other family members were separately registered as nominees on his fixed deposits and mutual fund holdings. The nominees argued that registration alone gave them absolute ownership, regardless of what the will said. The Supreme Court rejected that argument: a nomination made under the Companies Act, or the equivalent SEBI mutual fund framework, does not override a validly executed will. The nominee still holds the asset only as a means for the institution to know whom to pay; the will — or, in its absence, the ordinary law of intestate succession — determines who is actually entitled to keep it.

Applied to a hypothetical variant of Vasant's facts: had Vasant left a will directing that his fixed deposit, LIC policy, and company shares be divided in some proportion other than the equal one-fourth shares the Hindu Succession Act would otherwise produce — say, entirely to his daughters, or unequally among all four children and Sunanda — Shakti Yezdani confirms that the will would control the underlying entitlement, and Arjun's nomination on each asset would remain what it already is on the facts as actually given: a mechanism for the bank, insurer, and company to know whom to pay, not a means of overriding whatever the will, or the Hindu Succession Act in its absence, actually provides.

HOW LONG DO SUNANDA, MEERA, AND RADHA HAVE TO ACT?

The Limitation Act, 1963 does not fix a single period for every dispute of this kind — the applicable article depends on the specific relief sought. Where co-owners or coparceners remain in joint possession of an asset, courts have treated a suit for partition as a continuing cause of action to which no limitation period applies, on the reasoning that each co-sharer holds as a constructive trustee for the others until there is a clear, hostile exclusion. Once one heir is actually ousted or excluded, the position changes: the pre-1963 Limitation Act specifically addressed a coparcener excluded from joint family property under its Article 127 (12 years from the date of exclusion), and although the 1963 Act dropped that specific article, courts have continued to apply a 12-year period by analogy to Article 65 (suits for possession of property based on title), running from the date of the actual, hostile exclusion rather than from the date of death.

A suit purely for accounts or for a money share — for instance, against a nominee who has already collected insurance or bank proceeds beneficially due to the other heirs — is not a suit for possession of immovable property based on title, so Article 65 is unlikely to apply to it in the same way. Such a claim more plausibly falls under the residuary Article 113 of the Limitation Act, 1963, which allows three years from the date the right to sue first accrues — typically, the date on which the nominee actually refuses to account for or hand over the other heirs' share. No single Supreme Court ruling was found during this research that squarely fixes the limitation article for this precise nominee-versus-heirs money-claim fact pattern, so this point is stated as the most plausible reading of the general limitation-law principles involved, rather than as settled beyond doubt.

HOW THIS KIND OF DISPUTE TYPICALLY UNFOLDS

Disputes of the kind Vasant's family now faces commonly move through a similar sequence in practice, without any one stage being compulsory: the nominee first collects the asset from the bank, insurer, or company, relying on the discharge the nomination provides; the other legal heirs then raise a claim to their share, usually beginning with an informal request or a written demand; where the parties are able to agree, the matter is resolved by a private family settlement or a memorandum of family arrangement recording each heir's share; where they are not, the dispute is generally taken to a civil court, either as a suit for accounts (to establish what the nominee actually received and holds on behalf of the others) or as a suit for partition (where the asset itself, such as the shares, remains undivided); and, where there is a real risk that the nominee might dispose of or dissipate the asset before the dispute is resolved, the other heirs can seek an interim injunction restraining such disposal while the underlying entitlement is determined. This description is a general account of how these disputes are typically structured procedurally; it is not a recommendation that any of these steps be taken in Vasant's family's particular circumstances.

APPLYING THE LAW TO MEERA'S FACTS

CONTENT WITHHELD

CONTENT WITHHELD

CONTENT WITHHELD

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FREQUENTLY ASKED QUESTIONS

Q: Does being named the nominee on a bank account or insurance policy mean that person automatically owns the money after the account-holder dies?

CONTENT WITHHELD

Q: Is a nomination on a life insurance policy treated the same way as a nomination on a bank deposit?

CONTENT WITHHELD

CONTENT WITHHELD

Q: Does a “beneficial nominee” under the 2015 insurance amendment always keep the entire payout?

CONTENT WITHHELD

Q: Does registering a nominee for company shares override a shareholder's will or the ordinary rules of inheritance?

CONTENT WITHHELD

Q: If a bank, insurer, or company already paid the registered nominee, can the other legal heirs still claim their share?

CONTENT WITHHELD

Q: If Vasant had left a will that divided his estate differently from what the Hindu Succession Act would otherwise produce, would Arjun's nomination override the will?

CONTENT WITHHELD

Q: Does the bank, insurer, or company holding Vasant's assets require Sunanda, Meera, and Radha to obtain a succession certificate before recognising their share?

CONTENT WITHHELD

Q: Does obtaining a succession certificate for the fixed deposit settle who ultimately owns the money?

CONTENT WITHHELD

CONCLUSION

Across the three statutes examined in this research — Section 45ZA of the Banking Regulation Act, 1949, Section 39 of the Insurance Act, 1938, and Section 72 of the Companies Act, 2013 — the recurring theme is that a nomination generally exists to tell the institution holding the asset whom it can safely pay, rather than to finally settle who is entitled to keep the money once paid. Sarbati Devi established this for insurance, Ram Chander Talwar carried the same principle to bank deposits, and the Supreme Court's 2023 decision in Shakti Yezdani closed the one significant gap that had remained open for company shares — while, on the facts of that very case, also confirming that nomination does not override a validly executed will. The 2015 insertion of Section 39(7) into the Insurance Act created a genuine exception for a narrow category of insurance nominees — a policyholder's parent, spouse, or child — but even that exception, on at least one High Court's 2025 reading, yields once other legal heirs actually assert a competing claim. Vishin Khanchandani remains a reminder that some specific statutory schemes are drafted to override succession law entirely, so the particular wording of the instrument and statute in question always has to be checked rather than assumed from a general rule.

A procedural layer sits alongside all of this and should not be mistaken for the substantive answer: Sections 372 and 214 of the Indian Succession Act, 1925 govern how legal heirs actually establish their entitlement to the institution holding the asset — through a succession certificate, letters of administration, probate, or, for smaller and undisputed claims, an indemnity bond and legal-heirship certificate — and the Limitation Act, 1963 separately constrains how long the heirs have to bring a claim if the matter is not resolved by agreement. But obtaining any of these documents, or bringing a claim within time, is itself only a means of collection or a procedural gateway; it does not replace the underlying entitlement analysis set out above, which is what ultimately decides how much of Vasant's estate belongs to each of Sunanda, Meera, Radha, and Arjun.

Note: The statutory provisions and judicial decisions discussed in this Research Report are real, verified legal authorities, correctly and currently stated as of the date of this report. Only the customer's fact pattern — Vasant Kulkarni, Sunanda Kulkarni, Meera Kulkarni, Radha Kulkarni, and Arjun Kulkarni, and the specific assets and amounts described — is fictional, created for illustrative purposes only.

KEY AUTHORITIES CITED IN THIS RESEARCH

For ease of reference, the statutes and judicial decisions relied on in this Research Report are listed together below.

- Banking Regulation Act, 1949 — Section 45ZA (bank deposit nomination).
- Insurance Act, 1938 — Section 39, including sub-section (7) as inserted by the Insurance Laws (Amendment) Act, 2015 (life insurance nomination).
- Companies Act, 2013 — Section 72 (nomination of securities); and its predecessor, Section 109A, Companies Act, 1956.
- Hindu Succession Act, 1956 — Sections 8 and 10, read with the Schedule (Class I heirs on intestacy).
- Indian Succession Act, 1925 — Sections 214 and 372 (succession certificates) and Part X generally.
- Limitation Act, 1963 — Article 65 (possession based on title) and Article 113 (residuary period).
- Sarbati Devi v. Usha Devi, AIR 1984 SC 346 (Supreme Court of India).
- Vishin N. Khanchandani v. Vidya Lachmandas Khanchandani, AIR 2000 SC 2747 (Supreme Court of India).
- Life Insurance Corporation of India v. Asha Goel, (2001) 2 SCC 160 (Supreme Court of India).
- Ram Chander Talwar v. Devender Kumar Talwar, (2010) 10 SCC 671 (Supreme Court of India).
- Prabha Bennett v. Rohit Sharma, 2022 SCC OnLine Del 2761 (Delhi High Court).
- Shakti Yezdani v. Jayanand Jayant Salgaonkar, 2023 INSC 1076 (Supreme Court of India, 14 December 2023).

• Neelavva @ Neelamma v. Chandravva & Others (Karnataka High Court, 2025) — described by case name, court, and year; a fully independent citation number could not be cross-verified as of this research, per Lexovia's citation-verification standard.

• Law Commission of India, 82nd Report (1980) and 190th Report (2004) — legislative background to the 2015 insertion of Section 39(7), Insurance Act, 1938.

DISCLAIMER

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