



NOMINEE **TRUSTEE OR OWNER**

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Abstract:

It is common knowledge that most of the property owned and possessed by any person,

(a) be it immovable like a Flat or commercial Office, popularly known as ग़ाज़ा, in a Co-op Housing Society or

(b) movable property like Deposit Accounts in a Bank, Deposit Amounts in a Post Office, Provident Fund Account, Shares / debentures of a Joint Stock Company, Pension Arrears, Life Insurance Policy Amount, Articles in Lockers in a Bank and so on (except Cash or Ornaments and other valuables “floating in the House”>>> i.e., in Physical Custody)

is not in his/her control, once s/he dies because it is held by the third parties, namely, Banks, Post Offices, Employer—pension or payment of arrears, or amounts payable on maturity of LIC policy etc. All these third parties like Banks, Insurance Companies, Post Offices etc. have framed their own Rules for appointing a Nominee, an Agent to whom the property, Funds or the amount will be handed over after the death of the person, who owns the property or is entitled to it.

A question that often arises is whether the Nominee so appointed in accordance with the Rules framed by such third parties like Banks, Post Office, the Housing Society or the Insurance Company merely entitles the Nominee “to receive the property” as a **“Nominee-Collector”**, acting as “a Trustee” receiving the property for and on behalf of the legal heirs who have a legitimate claim thereon **OR** whether the Nominee can himself be the **“Nominee-beneficiary”** and retain the property for his beneficial enjoyment as the “Legal, beneficial owner” thereof.

This controversy was resolved and put to rest long back in December 1983 (1984 AIR 346), by the Honourable Supreme Court in the case of **Smt. Sarabati Devi**. While examining the concept of “Nomination” under the then prevailing provisions of the Insurance Act, 1938, section 39 (6) thereof, the Apex Court had held:

- (i) that a mere nomination made under Section 39 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,
- (ii) That the nomination only indicates the hand, which is authorized to receive the amount, on payment of which the insurer gets a valid discharge of its liability under the policy,
- (iii) That the amount collected by the Nominee can be claimed by the heirs of the assured in accordance with the law of succession governing them.

This nearly 40-year-old ruling is the genesis of the doctrine of Nominee “collecting hand”, not “a beneficiary”, a “Trustee” who must hold the property so collected for the benefit of the Legal Heirs, beneficiaries.

**NEW TREND-
LIMITED DILUTION OF TRUSTEESHIP CONCEPT:**

In March 2015, based on the recommendations of the Law Commission of India, the Commission's function being to research and advise the Government of India on legal reforms, the Central Government had "amended" the Insurance Act, 1938, vide The Insurance laws (amendment) Act, 2015, effective 26th December 2014, by substituting Sections 38, 39 and 40 of the Insurance Act, 1938. Relevant provisions of Section 39 (6) and (7), as substituted, read:

39 (6): Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life 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 him or them under sub-section (6)** unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

Consequently, in all cases of Insurance Policies maturing after 26th December 2014, the close relatives, that is, parents, spouse, children or any one of them singly or two or more of them jointly, if nominated, shall get LIC Policy Amount, as **"Nominee-Beneficiary"** and can retain the amount for beneficial enjoyment of himself/ herself.

In other words, the Nominated close relatives in the LIC Policy would get the ownership rights, to the exclusion of other legal heirs. If the Nominee is other than the close

relative, then he/she would be a Trustee, accountable to legal heirs. Thus, the Amendment of section 39 has partially overturned the concept of Trusteeship.

Post Office has followed the suit, by giving “an option” to the Depositor to specify in the Nomination itself whether the “entitlement of a Nominee” is as a “Trustee” or “owner”.

Barring these two honourable exceptions, the Trusteeship concept holds good for all other movable Financial Assets enumerated above. A Nominee would get legal, ownership only when law sanctions it or the Apex Court modifies its trusteeship ruling at a future date.

FLAT/COMMERCIAL PREMISES (गाळ):

So far as the **immovable property** like Flat / Commercial premises, popularly known as गाळ, in a Co-op Housing Society is concerned, the law applicable in the State of Maharashtra, was amended effective 9th March 2019 conferring on the “Nominee” Membership rights as a “Provisional Member” only, (vide Section 158B-1 (18) (C) of the Maharashtra Co-Op. Societies Act, 1960, which reads: (c) “provisional Member” means a person who is duly admitted as a Member of a society temporarily after death of a Member on the basis of nomination **till the admission of legal heir or heirs as the Member of the society in place of deceased Member**);. In other words, a Nominee, after the death of the Member, does not become the Owner of the Flat/ Premises, and is merely a stop gap arrangement until the Legal Heirs are brought on records. A Nominee would get “ownership”, ONLY if the deceased member had made a WILL conferring Ownership rights on the specified Nominee, and if the WILL is proved by obtaining a Probate thereof.

LEGAL STATUS OF A NOMINEE:

It is often recommended that it is advisable to nominate someone in your financial assets to secure interests of the next of kin. Nomination is commonly seen as a method to transfer financial assets without having to go through the lengthy legal formalities or process.

However, it is necessary to examine what is the legal status of the Nominee under the law. Legal status is the status or position held by an entity as determined by the law. It includes or entails a set of privileges, obligations, powers, or restrictions that a person or thing has as encompassed in or declared by legislation.

In this connection, it may be noted that different Rules apply for nomination of different financial assets, e.g., the nomination of shares of a company is provided for under Section 72 of the Companies Act, 2013; the nomination of bank accounts is provided for by Section 45ZA of the Banking Regulation Act, 1949; nomination of mutual fund units is provided under SEBI Mutual Fund Regulations, 1996; the nomination in Life Insurance Policy is provided under Section 39 of the Insurance Act, 1938.

The only common thread being that where a valid nomination exists and the property, funds or amounts returnable or payable are handed over to the nominee, the third party gets a valid discharge of its obligation to the deceased owner, who appointed a Nominee to collect such property, funds, or amount.

82nd REPORT THE LAW COMMISSION OF INDIA:

The law in India with respect to nomination of a life insurance policy was codified under Section 39 of the Insurance Act, 1938. As regards the rights of a nominee of a life insurance policy, the provisions of Section 39(6) of the Insurance Act, provided as under:

(6) Where the nominee or, if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

Pursuant to the above provision, it was a common notion that the nominee should be entitled to the proceeds of the insurance policy on maturity to the exclusion of all others, such as legal heirs of the policy holder. This was taken to be the correct position especially when the nominees were immediate family members such as parents, spouse, children or any one singly or two or more jointly.

In fact, in keeping with this notion, the Law Commission of India in its 82nd Report, which was released in January 1980, proposed changes to the provisions of Section 39 of the Insurance Act, 1938.

It was recommended that provisions of Section 39 be amended to state that the nominee, if he survives the insured as on the date of maturity of the policy and if he is a parent, spouse, or a child of the assured, he should be **'beneficially entitled'** to the amount secured under the policy. The rationale for the proposed change was that this would carry out the real intent of the parties, it would also

be desirable from a social justice perspective and that it was like the amendments made by the legislature for laws dealing with provident funds.

Despite the recommendations of the Law Commission in its 82nd Report, no changes were made by the Central Government to the statutory provisions under Section 39 of the Insurance Act, 1938.

Consequently, the original language of section 39, which did not use the words ‘beneficially entitled’ continued in the statute books. This also led to a divergence of opinion amongst High Courts regarding the true interpretation of Section 39(6) and whether the nominee was indeed a “beneficial owner” or merely a “nominee-collector” of the insurance proceeds.

DECISIONS BY HIGH COURTS, APEX COURT:

The Courts, including the Apex Court, had to deal with the matters involving nominations under many Acts, including the Companies Act, 1956 and the Insurance Act, 1938. Over the past many years, the Courts gave rulings which were not uniform, and finally the legal status of the Nominee came to be settled by the Apex Court in the case of **Smt. Sarabati Devi** (1984 AIR 346). The Apex Court held:

“.....that except the decision of the Allahabad High Court in Kesari Devi and the two decisions of the Delhi High Court in S. Fauza Singh and Mrs. Uma Sehgal in all other decisions the view taken was that the nominee under section 39 of the Act is nothing more than an agent to receive the money due under a life insurance policy and that the money remains the property of the assured during his lifetime and on his death forms part of his estate subject to the law of succession applicable to him”.

The Apex Court referred to the case of Ramballav Dhan Jhania (AIR 1956 Cal 275) wherein it was held:

“A nominee in respect of a policy of insurance under these terms does not become the owner of the money payable to him under the policy. Such nomination only indicates the person who should receive the money should the owner die. A receiver of moneys is not the owner of the moneys. He has only the right to collect the moneys. **In my view Sub-section (6) of [Section 39, Insurance Act](#) does no more than make the nominee a receiver to receive the moneys from the insurance policy without deciding the question of title.** The language used in sub-section (6) of [Section 39, Insurance Act](#) does not say that the amount secured by the policy shall belong to such nominee, but uses the words "shall be payable" to such nominee”.

The Apex Court, in conclusion, held:

(i) that the policy holder continues to hold interest in the policy during his lifetime ***If that is so, on the death of the policy holder the amount payable under the policy becomes part of his estate which is governed by the law of succession applicable to him.***

(ii) There is no warrant for the position that section 39 of the Act operates as a third kind of succession which is styled **as a 'statutory testament'** in paragraph 16 of the decision of the Delhi High Court in Mrs. Uma Sehgal's case (supra).

(iii) Sub-section (6) of section 39 which says **that the amount shall be payable to the nominee or nominees does not mean “that the amount shall belong to the nominee or nominees”**.

(iv) Moreover, there is one other strong circumstance in this case Act has been in force from the year 1938 and all along almost all the High Courts in India have taken the view that a mere nomination effected under section 39 does not deprive the heirs of their rights in the amount payable under a life insurance policy. **Yet Parliament has not chosen to make any amendment to the Act.** In such a situation, the Court should be slow to take a different view.”

(vi) We approve the views expressed by the other High Courts ***The nomination only indicates the hand, which is authorized to receive the amount, on the payment of which the insurer gets a valid discharge of its liability under the policy, The amount; however, can be claimed by the heirs of the assured in accordance with the law of succession governing them”.***

This is the rationale behind the settled law. In other words, the person nominated is “Nominee-collector” and not “Nominee-beneficiary”, unless the law declares that the Nominee shall be “beneficially entitled” to the property or amount received by him from any third party.

190th REPORT OF THE LAW COMMISSION:

As stated earlier, the 82nd Report of the Commission had gathered enough dust from January 1980 to 2003. Consequently, the dockets of the Courts/High Courts all over the country swelled enormously. Later, with a view to carry out a substantial review of the Insurance Act and the Insurance Regulatory and Development Authority Act, 1999, the Law Commission submitted on **1st June 2004 the 190th Report to the Central Government**, recommending Amendments to Section 39 of the Insurance Act, 1938 to provide specifically for a distinction between a ‘beneficial nominee’ and a ‘collector nominee’. In Chapter VII of the Report, the Law Commission finally recommended:

Final recommendations of the Law Commission in regard to s.39

7.1.14 After considering all the responses and reexamining the entire issue, the final recommendations of the Law Commission regard to s.39 may be summarized as under:

- (a) *A clear distinction be made in the provision itself between a beneficial nominee and a collector nominee. (b) xxx*
- (c) *An option be given to the policyholder to clearly express whether the nominee will collect the money on behalf of the legal representatives (in other words such nominee will be the collector nominee) or whether the nominee will be the absolute owner of the monies in which case such nominee will be the beneficial nominee. (d)*

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The Law Commission recommended the same changes suggested earlier under the 82nd Report i.e., in the case of nomination in favour of parents, spouse or children, the nominee would be 'beneficially entitled' to the amount payable under the policy. It was further *recommended that every policyholder be given an option to indicate in clear terms whether the persons being nominated by the policyholder is a beneficiary nominee(s) or a collector nominee(s) and where there was no indication, the nominee will be taken to be a beneficiary nominee.*

To provide absolute clarity, an additional insertion to Section 39 recommended by the Law Commission was **that the 'collector nominee' shall make payment of the benefits arising out of the policy to the 'beneficiary nominee' or his legal heirs or representatives.**

The Central Government did not initiate any action for nearly ten (10) years!! Finally, pursuant to the recommendations made by the Law Commission in its 190th Report, the provisions of Section 39 of the Insurance Act were amended vide Insurance Laws (Amendment) Act, 2015 (No. 5 of 2015) with effect from 26 December 2014 to specifically provide that in the case of nomination, where the holder of the policy nominates parents, spouse, children or any of them, ***the nominee(s) is/are beneficially entitled to the amount payable*** unless it is proved that the holder of the policy i.e., the assured could not have conferred a beneficial title.

The two other aspects:

- (i) giving an option to the policyholder to specify if Nominee was a Nominee-collector or a Nominee-beneficiary, and
 - (ii) explaining the distinction between a Nominee-collector or a Nominee-beneficiary,
- though recommendations by the Law Commission were not accepted by the Government thereby creating ambiguity and opening flood gates of litigation all over again!

POST-AMENDMENT OF THE INSURANCE ACT, 1938:

There are two Judicial decisions relating to the 2015 amendment:

- (a) **The Rajasthan High Court** in the case of Ramgopal and Ors vs. General Public (decided on 5th April 2019) was dealing with an appeal from a rejection of an application for succession certificate under Section 372 of the Indian Succession Act, 1925.

In the appeal, reliance was placed on the provisions of the Insurance Act as amended by the Insurance Laws (Amendment) Act 2015 to contend that the nominee, being the wife of the policy holder was beneficially entitled to the proceeds from the insurance policy. However, the Rajasthan High Court rejected the contention holding that the policy matured on the death of the holder and since the holder died on 14 December 2013 i.e., prior to the coming into force of the Insurance Laws (Amendment) Act 2015, the amended provisions did not apply. The case was remanded for de novo.

(b) The **Delhi High Court** decision in the case of in the case of Shweta Huria vs. Santosh Huria (decided on 18 May 2021, Hon. Ms. Justice Jyoti Sigh).

(i) The mother-in-law inter-alia claimed that she was entitled to the proceeds of the insurance policy taken by her son in accordance with the rules governing intestate succession as applicable to the deceased son.

(ii) The wife i.e., the daughter-in-law claimed that she was the nominee under the insurance policies and pursuant to the amendment to the Insurance Act in 2015, she was beneficially entitled to the insurance proceeds.

(iii) Though the Delhi High Court did take note of the amendments to the Insurance Act in 2015, it relegated the matter back to the trial court to be considered afresh since the trial court had not considered the arguments concerning amendments to the Insurance Act.

Thus, the Rajasthan, Delhi HCs had considered the provisions of the Insurance Amendment Act, 2015, but both the cases were abortive. Issue remained inconclusive!

POST OFFICE DEPOSIT ACCOUNTS —NOMINATION RULES ARE AMENDED:

It was/is generally believed that the Post Offices in India from inception (October 1854), are tied up in orthodox, age-old systems and procedures. But it was indeed a pleasant surprise for me last week to see that the Nomination form handed over to me was ultra-modern, having embodied the

2nd Recommendation of the Law Commission, as well, to give an “option” to the Depositor to indicate whether the share of a Nominee(s) is /are as “a Trustee” or “owner”.

On research, it was found that the Finance Ministry, (Department of Economic Affairs), Government of India, had **Amended Rules for Nomination effective 5th October 2018** on the lines of Law Commission recommendations, as discussed above. Relevant Rule 14 of the Government Savings Promotion General Rules,2018 is extracted below:

MINISTRY OF FINANCE (DEPARTMENT OF ECONOMIC AFFAIRS) NOTIFICATION

New Delhi, the 5th of October 2018

G.S.R. No. 1003(E). —In exercise of the powers conferred by section 15 of the Government Savings Promotion Act 1873 (5 of 1873), the Central Government hereby makes the following rules, namely: -

1. Short title and commencement. - (1) These rules may be called the Government Savings Promotion General Rules,2018.

(2) They shall come into force on the date of their publication in the Official Gazette. (5th October 2018) Xxxxxxx

14. Nomination. - (1) A Depositor in a Single Account, or the depositors in a joint account shall nominate one or more individuals as nominee but not exceeding four individuals, who in the event of the death of the depositor in a Single Account or all the depositors in a joint account, shall be entitled to receive the eligible balance. Such nomination shall be made at the time of opening of the account by furnishing the following information in Form 10:

(a) **Name(s) of the nominee(s).**

(b) **Percentage shares each nominee shall be entitled to.**

(c) **Whether the nominee shall receive the amount as a beneficiary with absolute and exclusive right of ownership, or as a trustee for the benefit of the legal heirs of depositor.**

(2) Where the nominee is a minor,

(3) The nomination made under sub-rule (1) may be varied by the depositors by making a fresh application in Form 10, (4) xxx (5) xxx

(6) xxxb (7) xxx (8) xxxx depositor for the purpose.

FORM -10

(See Rule14 of Government Savings Promotion Rules, 2018)

Application for cancellation or variation of nomination in an account under National Savings Scheme

name of the Post Office/Bank..... Account No.....

Name of the scheme_ -

To

The Postmaster/Manager

.....

1. I/We being the depositor(s)/guardian of _(Name of the minor/person of unsoundmind) hereby nominate the person(s) named below, to be recipient(s) of the amount standing at the credit of the above mentioned account in the event of death of my/our/minor's/person of unsound mind, before closure of the said account.

S.No.	Name(s) of the nominee(s) and	Full address (s)	Aadhar Number of nominee/s	Date of birth of nominee in case of minor	Share of entitlement	Nature of entitlement Trustee or owner

2. As the nominee(s) at Serial No.(s).....specified above is/are minor(s), I appoint

Shri/Smt/Kumari.....S/o,D/o,W/o.....

.....Address.....to receive the sum due under the said account in the event of my death during the minority of the nominee(s).

The above nomination I have the effect marked below

This nomination supersedes the previous nomination made in respect of the said account with registration number _ date . or No nomination has been previously made in respect of the said account. The passbook/deposit receipt/statement of account is enclosed

Signature or thumb impression of depositor(s) (Thumb impression should be attested by a person known to the Accounts office)

Witnesses

1. Name Address Signature

2 Name Address Signature

For office use only

Nomination registered at Serial Number .

Date

Signature and Seal of Postmaster/Manager

The Finance Ministry, Government of India, which controls the Post Offices have, though belatedly after nearly four years of Amending the Insurance Act, 1938, in December 2014, have changed the Rules and Form of Nomination in respect of Deposit Accounts in Post Offices.

One wonders why the same Finance Ministry which controls the Banking Industry, PPF Schemes and SEBI should not have introduced similar amendments on the lines of Rule 14 and Form 10 to bring about the clarity regarding all other Financial Assets. These types of Financial Reforms go a long way in eliminating or avoiding litigation in relation to property matters.

SUMMING UP:

From the aforesaid discussions, it appears clear:

- (1) That the principle of law laid down in **case of Smt. Sarabati Devi** regarding Nominee being “Nominee-collector” and not “Nominee -beneficiary” under the LIC Policy was based on Section 39 (6) of the Insurance Act, 1938 as it stood prior to its Amendment in 2015,
- (2) That the Nominee would get the amount assured on maturity as a Trustee for the legal heirs, as the law did not say that the amount paid by the Insurer would “belong to the Nominee”,
- (3) That the Insurance Act cannot be read as a third mode of succession to the estate of the deceased person, which would pass on to the legal heirs either under the WILL or applicable succession law (intestate).

- (4) That the same principle would hold good **for other movable financial assets** like Bank Deposit Accounts, Shares/ Debentures etc., and the Nominee will be “Nominee-collector” unless law specifically provides that the Nominee shall be “beneficial entitled” to the property, Funds, or amount,
- (5) That in the case of LIC Policy maturing after 26th December 2014, and the Nominee is a close relative, namely, parent, spouse, or child, then the Nominee shall be the “Owner” and can beneficially enjoy the amount paid by the insurer, to the exclusion of other legal heirs,
- (6) That in the case of Post Office Accounts, the Rules of Nomination have been changed after the 5th of October 2018, giving an “option” to the Depositor to declare in Form 10, if the Nominee is “a Trustee” or “owner”,
- (7) That in the case of immovable Asset, like Flat or commercial premises, the Nominee shall be admitted as a “provisional Member”, under the Maharashtra Co-Op. Societies Act, 1960, but the Title issue is left to the Courts,
- (8) In respect of Flats, Commercial premises in other States, the legal position will depend on the Cooperative law provisions,
- (9) The life insurance kind of 'statutory nomination', which confers final ownership on the nominee, is the need of the hour for all movable financial assets.

CONCLUSION:

The legal position summarized above can be Tabulated:

Financial Asset	Nomination facility yes /no	As per law, Nominee is a Trustee	Nominee Owner
Bank Deposits	Section 45ZA of the Banking Regulation Act, 1949	Trustee	Not Owner
Mutual Funds Units	<ul style="list-style-type: none"> • Providing nomination in the format specified in fourth schedule of SEBI (Mutual Funds) Regulations, 1996; or • Opting out of nomination through a signed Declaration form as provided in Annexure – A 	Trustee	Not Owner
Company Shares and securities	Section 72 of the Companies Act, 2013	Trustee	Not Owner
Post Office Deposits	Rule 14 of the Government Savings Promotion General Rules,2018.	Trustee or Owner	Form 10, Depositor has an Option: (a) to Declare entitlement share of each Nominee, (b) whether Trustee or Owner
Life Insurance Policy	Section39 of the Insurance Act, 1938 as Amended effective 24 Dec..2014	Trustee if Nominee is other than specified clause Relative.	Owner if Nominee is Parent or Spouse or Child, or any one singly or two or more jointly
Flat or commercial Office, ग़ाठ़ा, in a Co-op Housing Society	Section 154B-13 of the Maharashtra Co- op. Societies Act, 1960	“Trustee”, a Provisional member, till title holder is brought on Records.	Owner, if proves title by a Court Order or Probated WILL and Last Testament.
---do--	Applicable Law in the State	As per law	As per law

EPILOGUE:

There is an adage: “A stitch in time saves nine”, which holds good and aptly sums up the predicament in which the Central Government put the citizens and the Courts of law across the country. For want of clarity on the issue: whether the Nominee is a hand to collect the property or is the beneficial owner thereof, several litigations surfaced, the dockets of Courts had swollen immensely.

In December 1983 the Apex Court in its Landmark decision in the case of Smt. Sarabati Devi (1984 AIR 346) made categorical observation:

“ [The Act](#) has been in force from the year 1938 and all along almost all the High Courts in India have taken the view that a mere nomination effected under [section 39](#) does not deprive the heirs of their rights in the amount payable under a life insurance policy. **Yet Parliament has not chosen to make any amendment to the Act.** In such a situation unless there are strong and compelling reasons to hold that all these decisions are wholly erroneous, the Court should be slow to take a different view.”

Even after the above sharp and forthright observation on the backdrop of the 82nd Law Commission Report of January 1980, the Central Government did not wake up.

Again, the Law Commission in its 190th Report submitted in June 2004, reiterated the same recommendation of Amending Section 39 (6) of the insurance Act, 1938, and yet the successive Governments allowed this Report to gather dust for nearly eleven years.

Later, in 2015 section 39 Amendment was taken on hand, but it was not done in full. Two important aspects

were left out: (i) option to the policyholder to declare if Nominee was a Trustee or Owner, (ii) meaning of Nominee-collector vs. Nominee-beneficiary. This half-baked amendment and ambiguity may in the course of time result in dockets of Courts swelling!

A section of the Society holds Judiciary accountable for the delayed justice. Well, while the judiciary cannot wash its hands, the blame for this तारिख पे तारीख परिस्थिती की जिम्मेदारी is on the other two pillars of Democracy as well. The Government must fill in the vacancies in judiciary, appoint competent judges and provide infrastructure; and the Parliament must make laws with clarity, conciseness, and step in quickly to amend the law and remove roadblocks.

Let us hope that the Government wakes up and takes corrective steps like amending Rules of Nomination as in the case of Deposit Accounts in Post Offices and give option to the holder of the property or person entitled to any amount, funds, a statutory right to declare that the Nominee named shall be the Nominee-collector or Nominee -owner.

Let us hope that States/ Central Government step in, suitably Amend laws on the issue of Nomination and grant freedom from litigation **in this 75th Year of Independence.**

सारे जहाँ से अच्छा हिन्दोसिताँ हमार। हम बुलबुलें हैं इसकी ये गुलसिताँ हमार। हमार।

(प्रसिद्ध शायर [मुहम्मद इक़बाल](#) ने १९०५ में लिखा था।)

जय हिंद ! जय हिंद !! जय हिंद !!!



Bandra East, 15th August 2022