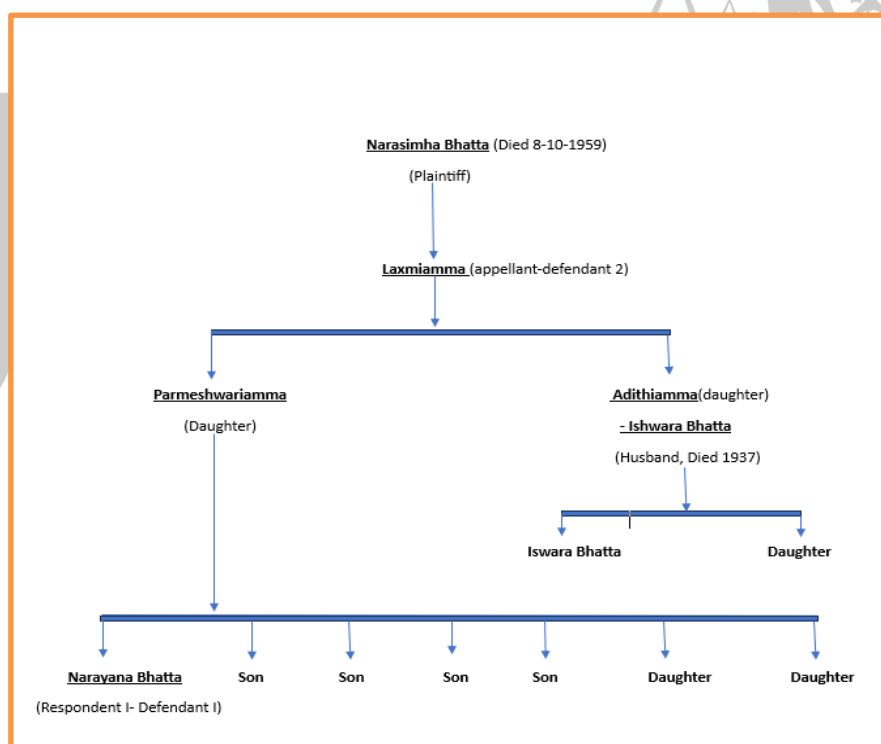


CASE COMMENT - LAKSHMI AMMA AND ANOTHER V. TALENGANARAYANA BHATTA AND ANOTHER, March 10, 1970

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CASE FACTS

The issue in "Lakshmi Amma and Anr. v. Talengalanarayana Bhatta and Ors." is whether the settlement deed and will that respondent No. 1 received from the then-deceased Narasimha Bhatta are genuine. The plaintiffs, Lakshmi Amma, the wife of Narasimha Bhatta, and his daughters, dispute the legitimacy of these documents, claiming that they were signed while Narasimha Bhatta was mentally and physically ill. The pedigree table that follows will make the case easier to understand:



Their plea aims to invalidate the settlement deed and will. This case raises pertinent questions about the documents' legitimacy, considering the circumstances surrounding their execution. The court's analysis focuses on the conditions under which these legal instruments were

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created, particularly examining whether Narasimha Bhatta's mental state and external influences compromised his capacity to make sound decisions. The case invokes sections of the **Indian Succession Act, 1925**, and the **Indian Contract Act, 1872**, concerning testamentary capacity and undue influence. The court's conclusion rests on a meticulous assessment of the evidence, including medical testimonies, document irregularities, and the inherent fairness of the terms in question. Ultimately, the court's judgment hinges on whether Narasimha Bhatta's actions were voluntary or unduly coerced, thereby determining the legitimacy of the settlement deed and will.

PLAINTIFF'S ARGUMENTS

The plaintiffs argue that Talengalanarayana Bhatta's devious influence tainted Narasimha Bhatta's will because of his weakened physical and mental condition, which left him vulnerable to manipulation. The main thrust of their case is that Bhatta was vulnerable, and his grandson took advantage of that, resulting in a will that disproportionately benefited the manipulator. Particular focus is placed on the unethical language present in the agreement, especially the meagre provisions intended for Bhatta's wife and daughters. This suggests that the settlement may not accurately reflect Bhatta's preferences and casts serious questions on the genuine motivations underlying it. The plaintiffs' case focuses on presenting a story of undue influence and highlighting the dubious circumstances that led to the signing of the will.

DEFENDANT'S ARGUMENTS

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The defendants emphasized that they complied with all accepted legal standards. They categorically denied any presence of outside force in the signing of the will, basing their case on Narasimha Bhatta's free activities. In addition, using medical evaluations to support their claims, the defendants provided strong proof of Narasimha Bhatta's mental competence throughout the execution of the papers. Despite the accusations of undue influence, they created a story that emphasized Narasimha Bhatta's autonomy in making decisions. Notably, and in support of the value of protecting private property rights, the defendants asked the court to refrain from getting involved in property dispositions unless strong evidence of coercion was shown.

PROCEDURAL HISTORY

The case of "Lakshmi Amma and Anr. v. Talengalanarayana Bhatta and Ors." went through the following procedural history:

1. Trial Court: When it was first brought before the trial court, all sides presented facts and legal arguments, and the matter was carefully examined. The trial court ruled that the settlement deed and will were null and void after giving it considerable thought. The indication of undue influence and the existence of dubious circumstances during the execution of these legal documents served as the foundation for this verdict.
2. High Court: The defendants (respondents), filed an appeal with the Kerala High Court in an attempt to challenge the trial court's ruling. The High Court made a significant decision when it reversed the lower court's decision, upheld the validity of the settlement deed, and will. A key element of the High Court's decision was the doctor's testimony, which stated that Narasimha Bhatta had the mental ability required at the time these documents were executed.
3. Supreme Court: Expressing dissatisfaction with the High Court's verdict, the plaintiffs (appellants) took the matter to the Supreme Court of India.

In its examination, the Supreme Court looked into the various aspects, including the contextual nuances, provisions of the settlement deed, witness testimonies, and medical evaluations of Narasimha Bhatta's soundness of mind at the time of signing of the will and declared the will to be a result of undue influence thereby, declaring them null and void.

LEGAL ISSUE

In "Lakshmi Amma and Anr. v. Talengalanarayana Bhatta and Ors.", the main legal question is whether the settlement deed and will that Narasimha Bhatta prepared are legitimate. Claiming that these documents were signed at a time when Narasimha Bhatta was mentally and physically vulnerable, the plaintiffs contest the authenticity of these records. Whether Narasimha Bhatta executed these documents voluntarily or as a consequence of undue influence is the main point before the court. These documents disproportionately benefit the grandson. In light of the fairness and voluntariness of the transactions, this calls into doubt the validity of contracts due to undue influence, as stated in Section 16 of the Indian Contract Act,

1872. The examination of Narasimha Bhatta's mental state is also a core part of the legal investigation.

QUESTIONS RAISED

1. Did the settlement deed and will be executed by Narasimha Bhatta stand valid, or were they executed under undue influence and while Narasimha Bhatta was of weak intellect?
2. Were the doctors' testimonies about Narasimha Bhatta's mental condition reliable, and did they adequately assess his testamentary capacity?

RULES

In this case, the court considered whether the settlement deed was voidable because of purported undue influence and lack of free consent. The lawsuit centered on the equitableness of the settlement terms and the mental fragility of Narasimha Bhatta, which resulted in the document's invalidation. The court's ruling was supported by the Indian Contract Act, namely portions 14 and 16 (Sections 14 and 16 will be further examined and studied in the following portions of this paper).

JUDGEMENT

The apex court took account of the doubts that were expressed by the appellants regarding the document's legitimacy when Narasimha Bhatta chose to give his grandson, Talengalanarayana Bhatta, his whole inheritance, excluding his third wife, two daughters, and grandchildren from any provisions. Even though the respondents filed a legal challenge, their justifications were unable to adequately explain this discrepancy in logic. Thus, in its decision, the Supreme Court struck down the settlement agreement, overriding the Kerala High Court's earlier decision. The Supreme Court highlighted the alleged anomalies in the settlement deed stated to be a result of Undue Influence exerted by Talengalanarayana Bhatta when Narasimha Bhatta was of weak intellect, and reinstated the Trial Court's judgment, which was a crucial step in the case's legal resolution.

ANALYSIS

The facts of this case revolve around the concept of 'Free consent'¹ which The Indian Contract Act, 1872 defines as consent in section 14 as consent that is not obtained by means of - Coercion², Undue Influence, Fraud³, Misrepresentation⁴, and/or Mistake⁵.

Serious questions concerning undue influence are raised in this case by the circumstances surrounding the execution of the settlement deed by Talengalanarayana Bhatta, Narayana Bhatta. He is accused of using his grandfather's weak mental state and multiple physical problems in order to get him to sign the paperwork. It is unclear from this time whether he is aware of the possible consequences for his grandma and cousins' well-being. The idea that Narsimha Bhatta feared his grandson creates a power dynamic that might have affected the choice to carry out the settlement deed covertly. The testimony of Lakshmi Amma, Narasimha Bhatta's wife, who was present at the execution, lends substantial support to the case. She said that Narasimha Bhatta looked afraid, and with a stern voice, Talengalanarayana Bhatta commanded, "Sign this and give your thumb impression, grandfather." he silenced his grandmother in spite of her objections. This series of events presents a convincing story of undue influence, in which the grandfather's fragile state, along with fear and strong orders, casts doubt on the execution of the settlement agreement.

"Where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other" is the definition of undue influence given under the Indian Contract Act of 1872. When a party enters into a contract with an individual whose mental ability is compromised, either temporarily or permanently, as a result of old age, illness, or bodily and mental distress, that party is considered to be in a position of dominance, making the contract voidable. Specifically, the onus is on the one with the ability to influence others to prove the integrity of the contract and the lack of undue influence.

The Indian Succession Act of 1925 can be used as a lens through which to examine the case's facts, which is one intriguing observation I made when reviewing my research. Still, I think it's

¹ The Indian Contract Act, 1872.

² The Indian Contract Act, 1872.

³ The Indian Contract Act, 1872

⁴ The Indian Contract Act, 1872

⁵ The Indian Contract Act, 1872

important to bring this Act up since it may lead to a more thorough conclusion, even though it wasn't included in the original ruling and I couldn't find any references to it on any of the websites I used to conduct my research.

Wills acquired by deception, fraud, or opportunity are voidable⁶, according to Section 61 of the Indian Succession Act of 1925. The voidability of the documents is indicated by Narayana Bhatta's insistence on obtaining his grandfather's will and settlement deed, which indicates importance. During the trial, this Act was presumably not brought up due to a lack of concrete evidence.

Along with this, I would like to speculate about the existence of Section 12 of the Indian Contract Act, 1872, which states that "*A person who is usually of unsound mind, but occasionally of sound mind may make a contract when he is of sound mind.*"

This case clearly establishes that Narayan Bhatta was mentally ill and was not able to take care of his own business. The documents, however, raise questions about Narashimha Bhatta's mental stability because they show that he signed the contract with shaky hands. Such a situation validates my hypothesis.

Furthermore, when it was revealed that the scribe who penned the settlement deed at his home on December 13, 1955, had followed orders from someone named Ramayya Naik rather than Narasimha Bhatta, the respondents were required to present proof that might support the document's authenticity which they failed to do so. There was a remote possibility of a different verdict if the trial judge had accepted the testimony of K. Shaik Ummar, the Mangalore Joint Sub Registrar, who stated that Lakshmi Amma didn't object during the registration. But this opportunity was dashed when Ummar's reputation was called into doubt because of earlier allegations against him, including a contentious registration.

CONCLUSION

I believe that the verdict rendered by the Honorable Supreme Court in the case of "Lakshmi Amma and Anr. v. Talengalanarayana Bhatta and Ors." appears to be reasonable. The presented evidence raises valid concerns regarding the circumstances surrounding the execution of the settlement deed and will. The court's evaluation of Narasimha Bhatta's mental condition and scrutiny of the questionable terms in the documents adhere to principles of equity and

⁶ Indian Succession Act 1925

safeguarding against undue influence. The onus was on the respondents to establish the authenticity of the documents, and their inability to do so strengthens the court's ruling.

The court's emphasis on ensuring that legal instruments accurately mirror an individual's genuine intentions is praiseworthy. This approach safeguards individuals who may be susceptible to manipulation or coercion, ensuring their decisions align with their true wishes. In essence, the judgment reflects a judicious and fair stance that upholds the core principles of justice and equity.

