



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

FIRST APPEAL NO. 1957 OF 2026

**PRANIT BABASAHEB GUND THROUGH NATURAL GUARDIAN
FATHER BABASAHEB AND ANR**

VERSUS

**THE STATE OF MAHARASHTRA THROUGH ASSISTANT
GOVERNMENT PLEADER, OSMANABAD**

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Advocate for Appellant : Mr. Wakure Sanjay A.

Advocate for Respondent : Mr. S.G. Sangle

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CORAM : ABHAY J. MANTRI, J.

DATE : 27th JULY, 2026

PER COURT :

1. The Appellants challenge the judgment and order dated 18.02.2026, passed by the learned District Judge – 5, Osmanabad, in Miscellaneous Civil Application no. 63/2025, whereby the Application of the Appellants was partly allowed, and permission was granted to give the land on a lease basis till Appellant No. 1 attains the majority. Aggrieved by the same, the Appellants have preferred this Appeal.

2. Heard. **Admit.** Heard finally with the consent of the learned Advocate for the Appellants as well as learned Additional GP for the Respondent at the stage of admission and perused the impugned judgment and order on record.

3. At the outset, it appears that Appellant No. 1 is the 13-year-old son of Appellant No. 2 and is recorded as the owner of the land Gat No. 109, situated at Suratgaon, Taluka Tuljapur, District Dharashiv.

4. Appellant No. 1, through Appellant No. 2 being his father/guardian, has agreed to lease land on 05.02.2025, of the said land for the purpose of setting up, operating and maintaining an electric solar and/ wind project (for short, '**the Project**') and accordingly, Respondent has paid the consideration amount of Rs. 50,000/- per Acre per year, as a lease rent to the Appellants. The Appellants had also received the amount of Rs. 84,375/- from M/s. Juniper Green Eta – Five Private Limited Company (for short '**M/s. Juniper Company**') towards part of the lease rent for six months. After execution of the agreement, Appellants have moved an Application under Section 7 r/w 8 of the Guardians and Wards Act, 1890, before the District Court, Osmanabad / Dharashiv. However, the learned District Judge, although he held that it is necessary to give the land on a lease basis for the welfare of Appellant no. 1, answered the said point in the affirmative. Despite the said fact, the learned District Judge, while passing the operative part of the order, observed that the said permission is granted till Appellant no. 1 attains the age of majority; therefore, being dissatisfied with this order, the Appellants have preferred this Appeal.

5. The learned Advocate for the Appellants vehemently contended that as per the lease agreement, the period of lease is 28 years and 6 months from the date of execution of the lease deed. However, the learned District Judge did not grant permission to lease the land for that period but partly allowed the said Application by granting permission until Appellant No. 1 attains the age of majority. Therefore, he submitted that by granting such partial permission, the purpose of M/s. Juniper Company would not be served. Therefore, they approached the Court for grant of permission. During the argument, he also undertakes that the rent amount will be deposited in the Bank account of the minor/Appellant No.1 till he attains the age of majority, and thereafter as well. They also undertake that the said amount would be utilised for the welfare of Appellant No. 1. Appellant No. 2 undertakes that the rent received from the said agreement will be utilised for the education and general welfare purposes of Appellant No. 1. Consequently, he requests to grant permission to execute the lease deed for its entire duration of 28 years and 6 months.

6. Learned Additional GP, going through the record submitted, that it would be appropriate to deposit the amount of rent in the name of the minor in his bank account till he attains the age of majority and thereafter also. Therefore, the rights and interests of Appellant No. 1 can

be protected.

7. Having heard the learned counsel for the Appellants and Addi. G. P. and having gone through the impugned judgment and record, the following points arise for determination:

- (i) *Whether any interference is required with the impugned judgment and award in this Appeal ?*
- (ii) *What order ?*

Point No. (i) and (ii).

8. Having considered their submissions, I found substance in their submissions as deposit of money in the bank account of the Appellant No. 1 certainly is for his welfare. Therefore, in my view, it would be appropriate to grant permission to execute the lease deed for a period of 28 years and 6 months, as agreed between the parties, instead of until Appellant No. 1 attains the age of majority. If the permission is granted to execute the lease deed for the period of 28 years and 6 months, then it would not cause prejudice to the rights of Appellant no. 1. Still, his rights can be protected by directing M/s. Juniper Company to deposit the amount in the Bank account of Appellant No. 1 for his education and welfare purposes. The learned Additional Sessions Judge, though, held that it would be appropriate to grant the land on a lease basis; however,

the permission was granted till Appellant no. 1 attains the age of majority, and therefore, based on the said findings, the purpose of granting land on a lease basis would not be subserved; as such, the impugned judgment cannot be sustained as the M/s. Juniper Company, requires the said land at least minimum period of 28 years and 6 months for the purpose of setting up, operating and maintaining an electric solar and/ wind project to protect its rights, and therefore, the findings recorded by the learned District Judge to the extent of grant of partial permission till Appellant no. 1 attains the age of majority is liable to be modified as it would not subserve the purpose of the agreement and would not serve the welfare of Appellant no. 1. Hence, *I answer point No. 1 in the affirmative* and proceed to pass the order.

9. Consequently, **the Appeal is allowed**. The impugned judgment and order are hereby modified as under :

- i. The Appellants are permitted to grant the land on lease basis for a period of 28 years and 6 months from the date of the execution of the lease deed, **subject to the condition that** M/s. Juniper Company shall deposit the lease rent/charges in the Bank account of Appellant no. 1 till he attains the age of majority, and thereafter, till the period of the lease deed over.

- ii. Rest of the conditions as laid down in the impugned order shall remain intact.
- 10. The Appeal is disposed of. No order as to costs.
- 11. Civil Application pending, if any, shall stand disposed of.

(ABHAY J. MANTRI, J.)