

JS/V

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
GUARDIANSHIP PETITION (L) NO.82 OF 2015**

Shri Satish Krishna Kamath

...Petitioner

Mr. Vikram Pai , *for the Petitioner.*

**CORAM: G.S. PATEL, J
DATED: 22nd April 2016**

PC:-

1. This is a Guardianship Petition filed under the Guardians & Wards Act, 1890. The Petitioner, Satish Krishna Kamath (“**Satish**”) is the father and natural guardian of the minor Siddharth Satish Kamath (“**Siddharth**”, “**the minor**”). The Petition is necessary as the Satish seeks leave of the Court to sell and alienate Siddharth’s interest in an immovable property.

2. A few facts are necessary.

3. Satish and his wife Aruna Satish Kamath (“**Aruna**”) were married on 3rd December 1990. Siddharth was born on 17th October 1999. After marriage both Satish and Aruna lived at a flat in Matunga. Satish’s father Mr. Krishna Manjunath Kamath (“**Krishna**”) and his mother Smt Usha Manjunath Kamath, as also Satish’s younger brother Ramesh reside in an adjacent Flat No.6 in

the same building. The two flats, being adjacent, are treated as one. The flat in which Satish and Aruna reside with Siddharth stands jointly in the name of Satish's father, Krishna and Satish. Flat No.6 stands in the name of Satish's brother Ramesh.

4. Satish says that his father, Krishna, by a registered gift deed dated 22nd December 2014 gifted Flat No.5, or, at any rate, Krishna's interest in Flat No.5 to Satish and Siddharth. The gift deed dated 22nd December 2014 was executed, registered and submitted to the society which thereupon made the necessary changes in its records. The gift deed effectively meant that the Satish is now the owner of a 75% undivided right, title and interest in Flat No.5 at Matunga Sandeep Co-Operative Housing Society Ltd., 11th Laxmi Narayan Lane, Matunga, Mumbai 400 019, and Siddharth has the remaining 25% undivided right therein.

5. It seems that Satish and Aruna believe that looking to the future, it is in their interests to sell this flat and to acquire larger premises for themselves and the minor. To this end they will require to sell the present flat, and that means alienating the minor's 25% undivided interest in their flat.

6. Satish and Aruna have already identified buyer, one S. Thivu Pillai. An agreement has been drawn up. An advance of Rs.25 lacs has been paid towards the minor's interest. The sale is yet to be confirmed. In the meantime Satish has invested this Rs.25,00,000/- in an another immovable property in Siddharth's name under an agreement with one Shree Chinmay Gaurang Infrastructure in

respect of a Flat in a building known as Shree Chinmay Gaurang Gruhsanukul at Panvel. I am shown a copy of the agreement.

7. Having considered the material annexed to the Petition and having heard the learned Advocate for the Petitioner, I am satisfied that the reliefs sought required to be granted.

8. The Petition is accordingly made absolute in terms of prayers (a) and (b) which read as follows.

(a) That the Notice under Section 11 of the Guardian & Wards Act, VIII of 1890, may be dispensed with.

(b) That this Hon'ble Court may be pleased to appoint the Petitioner abovenamed as the Guardian (without security and remuneration) of the abovenamed Master Siddharth who was born on 17th October 1999 from the wedlock of the Petitioner and his wife Mrs. Aruna Satish Kamath.

9. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)