

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
MISCELLANEOUS PETITION NO. 3 OF 2016**

Nalini widow of Santosh S. Iyer

...Petitioner

Mr. B. G. Saraf, i/b Vijaykumar & Co., for the Petitioner.

**CORAM: G.S. PATEL, J
DATED: 8th July 2016**

PC:-

1. Mr. Saraf tenders a fixed deposit receipt from the Bank of Baroda. This is in the amount of Rs. 18,20,850/-. It has a validity of two years and the rate of interest is 7.30%. The fixed deposit is for the benefit of the minor and it say so on the face of it.

2. In view of this and following the order dated 8th June 2016, the Petition is made absolute in terms of prayer clauses (a) and (b), which read as follows:

“(a) that this Hon'ble Court b pleased to grant sanction to the sale of the said flat viz. Flat No. H/302, admeasuring 796 sq.ft built up area on the 3rd floor, Building No. 7, Marigold Co-op. Housing Society, Ltd., Valley of Flowers, Thakur Village, Kandivali (E), Mumbai 400 101 under Agreement

dated 06/06/2012 executed between the Petitioner and her children and Mr. Mohd. Hajichand Bagwan;

(b) that this Hon'ble Court be pleased to direct the Petitioner to deposit the share of the minor son (17%) with the Accounts Officer, High Court, Bombay with further directions to invest the said amount in fixed deposit with Nationalised Bank till the minor attains the age of majority and further allow the Petitioner to withdraw the interest on said fixed deposit for the education and maintenance of the said minor."

3. The fixed deposit receipt will be hold by the Prothonotary & Senior Master, High Court, Bombay, in a sealed cover till further orders.

4. Since the due date of the receipt is 30th June 2018, list the matter for directions high on the supplementary board in the last week of March 2018.

(G. S. PATEL, J.)