

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

GUARDIANSHIP PETITION NO.12 OF 2018

Mayuri Shailesh Gohel	)....Petitioner
V/s.	
Naysa Shailesh Gohel & Ors.	)....Respondents

Mr.Raghuraj S.Deshpande for petitioner.
Respondent no.3-Vijay C.Gohel present in Court.

**CORAM : K.R.SHRIRAM,J
DATE : 19.12.2018**

P.C.:-

1. Heard the counsel and also considered the petition.

2. Respondent no.3 also has filed an affidavit affirmed on 5.12.2018 giving his No objection to the reliefs sought in the petition.

3. Having heard the counsel and considered the petition, I am inclined to allow the petition which is accordingly disposed in terms of prayer clauses-(a), (b), (c) & (d) which read as under :-

“(a) The petitioner be appointed guardian-ad-litem of Respondents No.1 & 2 herein, i.e., Naysa Shailesh Gohel, aged 8 years and Bhavya Shailesh Gohel, aged 5 years ;

(b) The petitioner be permitted to sell/transfer the right, title and interest of Respondents No.1 & 2 in respect of the said flat, i.e., Flat No.206, 2nd Floor, RNA Regency Park Building No.1, Wing No.H, admeasuring 792 Sq.Ft.

Built-Up area, of RNA Regency Park CHS Ltd., situated at Mahatma Gandhi Road, Kandivali (West), Mumbai-400067 ;

(c) The petitioner be appointed as guardian (without remuneration and security), of the above undivided share, interest, right and title of the Respondents No.1 & 2 in the said flat, more particularly described in prayer clause `b' above ;

(d) The petitioner be permitted to purchase new flat jointly in the name of the petitioner and Respondents No.1 & 2 from out of the sale proceeds of the said flat, more particularly described in prayer clause `b' above.”

4. So far as paryer clause-(d) is concerned, petitioner states she has no flat immediately available for purchase and also rightly feels that the amount that she and her children will get, may not be enough to buy a flat in Bombay. Petitioner will initially look for a house on leave & license. The rights of the minors also will have to be protected. The Court is concerned if petitioner falls into bad times, it should not happen that minors also lose their shares. At this stage, respondent no.3 states that petitioner's share would be rounded of to 42% instead of 41.66% in the flat no.206, 2nd floor, RNA Regency park, Building No.1, Wing No.H, M.G.Road, Kandivali (West), Mumbai-400067.

Therefore, any prospective buyer of the said flat shall pay 42% of the consideration to petitioner and respondent nos.1 & 2

equally. 2/3rd of this 42% which represents the share of respondent nos.1 & 2, the two minor children, should be paid by way of demand draft directly in favour of Account's officer, High Court, Bombay who shall invest the amount in fixed deposit initially for a period of one year or longer, whichever, gets optimum returns. The Account's officer shall invest the amount in an instrument with disbursable monthly interest. The interest to be paid directly to petitioner whose account details will be provided by petitioner to the Account's officer. The buyer may release the balance of 1/3rd of 42% to petitioner.

5. The amount will remain invested in fixed deposit until respondent nos.1 & 2 turn major. Respondent no.1 is of 8 years old and respondent no.2 is 5 years old. 50% of the amount invested shall be paid over to respondent no.1 when respondent no.1 turns major and the balance amount will be invested in a fixed deposit to the benefit of respondent no.2 on same terms as mentioned earlier. Once respondent no.2 turns major the balance amount shall be paid over to respondent no.2.

6. Petition accordingly stands disposed.

(K.R.SHRIRAM,J)