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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.**

MISCELLANEOUS PETITION (L) NO. 35 OF 2019

Monica Rakesh Gupta

...Petitioner

.....

Ms Hetal Master I/b Mr Rushil Mehta for the Petitioner.

Dhanappa
I. Koshti

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Dhanappa I. Koshti
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**CORAM : B. P. COLABAWALLA, J.
JUNE 25, 2019.**

P.C. :

Heard the learned advocate for the petitioner and also perused the averments in the Miscellaneous Petition. Considering the averments in the petition, I am satisfied that no notice is required to be given as contemplated under Section 11 of the Guardians and Wards Act, 1890 (for short "**the Act**"). In these circumstances the petition is accepted and heard finally.

2 The above petition is filed under the provisions of the Guardians and Wards Act, 1890 in respect of the minor daughter Ms Keona Rakesh Gupta. The minor Keona Rakesh Gupta is the biological daughter of the petitioner. The petitioner was married to one late Mr Rakesh Rajkumar Gupta who expired on 12th October, 2015. From this wedlock, the petitioner and the late Rakesh had three children,

namely, Mehak Rakesh Gupta (daughter) born on 11th May, 1998; Mr Ruhaan Rakesh Gupta (son) born on 18th July, 2000 and the minor Keona Rakesh Gupta (daughter) born on 28th November, 2004. As on the date of filing of the present petition, only Keona Rakesh Gupta is a minor.

3 By this petition the petitioner seeks permission of this Court to execute an agreement for sale in respect of Flat No. 1004/A, 10th Floor, Safal Twins, Sion Trombay Road, Devnar village, Chembur, Mumbai 400 071 (for short “the said property”). In relation to this property, it is stated in the petition that by a registered agreement for sale dated 23rd June, 2006 the late husband of the petitioner along with his brother Sanjaykumar Gupta purchased the said property from M/s Jai Mata Di Homes. Subsequently the said property was transferred in favour of the petitioner and her three children vide a registered gift-deed dated 7th July, 2012. At the time the said gift-deed was executed in favour of the petitioner and her children, except for the petitioner, the three children were minor. However, as on date, only Keona Rakesh Gupta remains a minor.

4 It is stated in the petition that the petitioner is a single parent and a working woman. She being the only guardian of her

three children, has decided that it is in the best interest of all if the said property can be sold and the sale proceeds realized therefrom can be used for the future maintenance, education and upbringing of the children including the minor. In the petition it is further stated that the petitioner undertakes that the share of the minor child (from the sale proceeds received) will be strictly used for her individual education, investments and for securing her future.

5 When this petition had initially came up, on 18th April, 2019 an order was passed wherein the Sub-Registrar, Kurla was directed to ascertain the market value of the said flat and report the same to this Court. Pursuant to the said direction, a Valuation Report of the said flat is on record of this Court which indicates that the market value of the said property is approximately Rs.2,09,33,955/-.

6 Looking to the averments that have been made in the petition, and which I find to be bona fide, I see no impediment in granting the reliefs claimed in the petition. In these circumstances the petition is allowed in terms of prayer clauses (a) and (b) which read thus -

“(a) That this Hon'ble Court be pleased to dispense the service of the notice under section 11(1)(a) of the Guardians and Wards, Act 1890, in respect of the petition;

- (b) that this Hon'ble Court be pleased to allow the petitioner to execute the agreement for sale with respect to the said property on behalf of the minor child Miss Keona Rakesh Gupta being the natural guardian of the child with special conditions as agreed by the petitioner above in clause 9."

7 The undertakings given by the petitioner in the petition are accepted. It is made clear that the petitioner shall be entitled to enter into any agreement-to-sell of the said property only at a price which exceeds the sum of Rs.2,09,00,000/-. With this clarification, the petition is disposed of. No order as to costs.

(B.P.COLABAWALLA, J.)