



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

9 WRIT PETITION NO. 4178 OF 2026

Balaji Baban Shinde

VERSUS

The State Of Maharashtra

...

Advocate for Petitioner : Mr. S.S. Gangakhedkar

AGP for Respondents: Mr. V.K. Kotecha

...

CORAM : S. G. CHAPALGAONKAR, J.

Dated : April 27, 2026

PER COURT :-

1. The petitioner/father of minor made an application under section 8 of the Hindu Minority and Guardianship Act, 1956 before the District Judge at Bhokar, District Nanded seeking permission to lease agricultural land standing in the name of minor in favour of EG Bright Energy Private Limited. Lease is proposed for a period of 35 years. Learned District Judge acceded the petitioner's prayer for grant of permission to enter into lease agreement on behalf of minor with rider that after attaining majority, minor Rushikesh Balaji Shinde shall be at liberty either to continue/renew the lease or cancel the same. So also, he shall be entitled to get the entire amount of fixed deposit.

2. Mr. Gangakhedkar, learned advocate appearing for petitioner submits that aforesaid clause would bring fetter to proposed agreement of lease for a period of 35 years. He submits that, in view of law laid down by Hon'ble Supreme Court of India in case of *Sri Narayan Bal and Others Vs. Sridhar Sutar and Others* reported in *AIR 1996 SC 2371* the petitioner being father and natural guardian of Hindu minor is entitled to execute lease on behalf of the minor and there should not be condition of ratification by minor on attaining majority.

3. This Court finds that transaction of lease made by guardian on behalf of minor is always be subject to wish and will of the minor on attaining his majority. In the present case, lease agreement for 35 years is entertained. Right of the minor either to continue or discontinue with such agreement on attaining majority cannot be taken away. The learned District Judge has rightly put condition no.5 in his order, which need not be interfered with in exercise of writ jurisdiction by this Court.

4. So far as law laid down by Supreme Court in case of **Sri Narayan Bal** (Supra), this Court finds that observations are

made in respect of Joint Hindu Family property, which is managed by the natural guardian.

5. In present case, such is not the case, property is standing in the name of minor as exclusive owner. Father is appointed as a guardian under section 8 of the Act for the purpose of entering into lease in benefit of the minor.

6. In that view of matter, submissions advanced on behalf of the petitioner cannot be countenanced. Writ Petition sans merit, hence **rejected**.

(S. G. CHAPALGAONKAR, J.)

...

AAA/-f