



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**921 FIRST APPEAL NO. 379 OF 2026
WITH CIVIL APPLICATION NO. 1746 OF 2026**

**SARIKA ANNASHEB GUND AND ANR.
VERSUS
THE STATE OF MAHARASHTRA
THROUGH ASSISTANT GOVERNMENT PLEADER OSMANABAD AND ANR.**

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Advocate for Appellant : Mr. R. V. Ghogare.
AGP for Respondents/State : Mr. S.S. Dande

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**CORAM : Y.G. KHOBRAGADE, J.
DATE : 06.03.2026**

PC.:-

1. Heard the learned counsel appearing for the appellants. Issue notice to the non-applicant. The learned AGP waives notice for respondent no.1. There is no cause as against the respondent no.2, hence there is no necessity for issuance of notice against the respondent no.2.

2. By the present appeal under Section 47 of Guardian and Wards Act, 1890 the present appellants take exception to the judgment and order dated 04.12.2025 passed in Misc. Civil Application No.46/2025 by the learned District Judge-4, Osmanabad, whereby, the appellant no.1 was permitted to enter into lease agreement in respect of property of the applicant no.2/minor bearing gut no.105 ad-measuring 01 H 63 R situated at village Suratgaon, Tq.

Tuljapur, Dist. Dharashiv for the period till the applicant no.2 attains the age of majority.

3. The present appellant no.1 is the original applicant no.2 and the appellant no.2 is the applicant no.1 in Misc. Civil Application no.46/2025 filed under Section 7 of the Guardian and Wards Act, 1890. The present respondent no.1 is the non-applicant, however, the present respondent no.2 was not party before the trial Court. On request leave granted to delete the name of respondent no.2 from the array of respondents.

4. The learned counsel appearing for the appellants canvassed in vehemence that the applicants have presented Misc. Civil Application No.46/2025 seeking permission to enter into lease agreement in respect of landed property of the applicant no.2 for the period of 28 years 6 months on consideration of Rs.50,000/- per year. Since, the applicant no.1 is the minor and the applicant no.2 is the natural guardian of the applicant, therefore, permission was sought to enter into a lease agreement for the period of 28 years 6 months, however, on 04.12.2025 the learned District Judge-4, Osmanabad passed the impugned order and only permitted the applicant no.2 to enter into an agreement in respect of landed property of the applicant no.1 only for the period till applicant no.1 attains the age of the majority.

5. The learned counsel appearing for the appellants canvassed that

as per the provisions of Section 8(4) of the Hindu Minority and Guardianship Act, 1956, Court is prohibited for grant of permission to a natural guardian to do any of the acts mentioned in sub-section (2) except in the case of necessity or for an evident advantage to the minor. Since the natural mother of the applicant no.1 is willing to enter into a lease agreement for the period of 28 years and 6 months for the betterment of the minor/applicant no.1, therefore, the learned trial Court should have granted permission to enter into lease agreement for the period of 28 years and 6 months instead of till attaining the age of majority by the applicant no.1. Therefore, the impugned order is illegal, bad in law and hence prayed for quashing and setting aside the same.

6. Needless to say that Section 4(a) of the Hindu Minority and Guardianship Act, 1956, provides definition of minor means a person who has not completed the age of 18 years. Section 4(b) and (c) read as under:

“(b) “guardian” means a person having the care of the person of a minor or of his property or of both his person and property, and includes (i) a natural guardian, (ii) a guardian appointed by the will of the minor’s father or mother, (iii) a guardian appointed or declared by a court, and (iv) a person empowered to act as such by or under any enactment relating to any Court of wards.

(c) “natural guardian” means any of the guardians mentioned in section 6.”

7. Section 6 of the Act provides that the natural guardian of a Hindu minor, in respect of the minor’s person as well as in respect of the minor’s

property (excluding his or her undivided interest in joint family property).

8. Section 8 of the Act provides as under:

“8. Powers of natural guardian.—(1) The natural guardian of a Hindu minor has power, subject to the provisions of this section, to do all acts which are necessary or reasonable and proper for the benefit of the minor or for the realization, protection or benefit of the minor's estate; but the guardian can in no case bind the minor by a personal covenant.

(2) The natural guardian shall not, without the previous permission of the court,—

(a) mortgage or charge, or transfer by sale, gift, exchange or otherwise, any part of the immovable property of the minor; or

(b) lease any part of such property for a term exceeding five years or for a term extending more than one year beyond the date on which the minor will attain majority.

(3) Any disposal of immovable property by a natural guardian, in contravention of sub-section (1) or sub-section (2), is voidable at the instance of the minor or any person claiming under him.

(4) No court shall grant permission to the natural guardian to do any of the acts mentioned in subsection (2) except in case of necessity or for an evident advantage to the minor.”

9. Therefore, on consideration of scheme of the Act, the guardian for the minor can only be appointed till he attains the age of majority and the natural guardian shall not enter into any mortgage or charge, or transfer by sale, gift, exchange or otherwise, any part of the immovable property of the minor; till he attains the age of majority. Therefore, the intention of the legislature can be gathered that a guardian for managing the landed property of the minor can only be appointed till attaining the age of majority by the minor and the guardian will have no right to deal with the property of minor

after he attains the age of majority.

10. Section 7 of the Guardian and Wards Act, 1890 confirms the powers upon the Court for appointment of the guardian for the minor of his person or property. Section 29 of the Guardian and Wards Act, 1890 provides limitation of powers of guardian of the property appointed or declared by the Court. Section 39 of the Act provides for removal of guardian and for breach of his duty and misuse of his powers. Section 41 provides about cessation of authority of guardian on certain conditions including the ward ceases to be a minor. Therefore, no Court can permit the guardian to deal with the property of minor beyond the period on his attaining the majority.

11. In the case in hand, on 04.12.2025 the learned District Judge-4, Osmanabad passed the impugned order and permitted the applicant no.2 the natural guardian of the applicant no.1/minor to enter into the lease agreement in respect of the minor applicant no.1's property for the period till he attains the age of majority, which does not appear illegal and contrary to the provisions of law. Therefore, I do not find that that the appellants have made out substantial grounds to interfere with the said findings. Hence, the appeal is dismissed. Resultantly, civil application no.1746/2026 is also dismissed.

[Y.G. KHOBRADE, J.]