

MHND010033782025



**IN THE COURT OF DISTRICT JUDGE-1 NANDED, AT NANDED**  
**(Present : T.S. Solankar)**

**CIVIL M.A. No. 283/2025**  
**CNR : MHND010033782025**

**Exh. 01**

|    |                                                                                                                                                                                                                                                                          |                   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1) | <b>Sarabhjeetkaur W/o. Ravindraisngh Numbardar</b><br>Age 33 years., Occu. Agri.,<br>R/o. Gurudwara Gate No.4. Badpura Nanded.<br>Mother of minor Balvindersingh S/o. Ravindraisngh Numbardar,<br>Age-about 4 years.,Occu-Education,<br>R/o.Gurudwara Gate No.4.,Nanded. |                   |
| 2) | <b>Rajendrasingh s/o. Jagendrasingh Numbardar,</b><br>Age 64 years., Occu. Agri.,<br>R/o.Gurudwara Gate No.3, Badpura Tq. & Dist.Nanded, grand father of minor Harvindersingh s/o. Ravindrasingh Numbardar.                                                              |                   |
|    | <b><u>VERSUS</u></b>                                                                                                                                                                                                                                                     |                   |
|    | Nil                                                                                                                                                                                                                                                                      | <b>APPLICANTS</b> |
|    |                                                                                                                                                                                                                                                                          | <b>RESPONDENT</b> |

**Claim:** Application under Section 8(2)(a) of the Hindu Minority and Guardianship Act, 1956

**Appearance:**

|                                                                             |
|-----------------------------------------------------------------------------|
| Shri. A.H.Kirole & Shri. B.Y. Kadam - learned advocates for the applicants. |
| Nil - For respondent.                                                       |

**(JUDGMENT)**(Delivered on 10.06.2026)  
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This application is moved by the minors through their guardian i.e. his mother (applicant No.1) and grand father (applicant no.2), seeking permission under Section 8(2)(a) of the Hindu Minority and Guardianship Act, 1956 to transfer by sale immovable property, more particularly, mentioned in para-2 of the application, in which, the minor applicant is having his share.

2. It is the contention of applicants that, the minor Harvindersingh Ravindersingh Numberdar is grandson of applicant No.2. Father of minor namely Ravindersingh is expired on 13.12.2022 at Hyderabad. Applicant No.1 is the mother of minor. After death of Ravindersingh, the applicant No.2 has purchased subject property in the name of minor applicant on 09.07.2024 through registered sale-deed and mutation is effected and name in the 7/12 extract is appearing. It is next contended, the applicant No.2 had purchased subject property mainly for welfare, education and future prosperous life of minor. The applicants have to look after affairs of minor's education and incidental expenditure as he is now taking education in Internal University Bharu Saheb, Himachal Pradesh. Same requires huge expenses, however, applicant No.2 is not in a position bear high expenses, therefore, decided to alienate subject property.

3. The applicants having no other income source, except present property and they will use for education purpose only. For minor's education there is requirement of Rs.2,80,000/- yearly

fees in Himchal Pradesh. Since last three years taking education. Now applicants are not in a position to bear huge expenses. Hence, necessary permission to alienate subject property may be granted.

4. After filing of this application, objections were called by issuing paper proclamation (Exh.09) dated 01.12.2025, in news paper 'Prajawani', however, no one came forward and took any objection to the claim of applicants.

5. Heard learned advocates A.H.Kirole and B.Y. Kadam for the applicants and considered their submissions and perused the entire record.

6. Following issues arise for my determination, to which I have recorded my findings along with reasons as under:-

| Sr. No. | Issues                                                                                      | Findings                  |
|---------|---------------------------------------------------------------------------------------------|---------------------------|
| 1)      | Whether the proposed transfer is going to hit by the provisions of Benami Transaction Act ? | <b>Yes</b>                |
| 2)      | Whether the proposed sale of subject land is for the evident advantage of minor applicant ? | <b>No</b>                 |
| 3)      | Whether leave can be granted to sale land belonging to minor applicant ?                    | <b>No</b>                 |
| 4)      | What order?                                                                                 | <b>As per final order</b> |

### **REASONS**

#### **7. AS TO ISSUE NO.1 :**

7.1 Before referring to the main issues in the matter, I find it necessary to refer some of the provisions of the Benami

Transactions Act, 1988 Relevant to the present case Section 4 of the Benami Transaction Act, 1988 (for short 'BT Act') is reproduced thus.-

**“4.Prohibition of the right to recover property held benami.-**

(1) No suit, claim or action to enforce any right in respect of any property held benami against the person in whose name the property is held or against any other person shall lie by or on behalf of a person claiming to be the real owner of such property.

*(2) No defence based on any right in respect of any property held benami, whether against the person in whose name the property is held or against any other person, shall be allowed in any suit, claim or action by or on behalf of a person claiming to be the real owner of such property.”*

**7.2** As per Section 3, there are certain exceptions and applicable to the property held Benami by a coparcener in a Hindu Undivided Family and for the benefit of the coparceners in the family. Further, even if property is held in the capacity of Trustee or other persons standing in a fiduciary capacity, and the property is held for the benefit of another person for whom he is a trustee, then bar to file any suit, claim or action to enforce any right in respect of any such property held Benami will not be applicable.

**7.3** After going through the averments in the application and in view of provisions of BT Act, it is clear that, the applicant nowhere averred that, the minor applicant has been holding the subject property in a capacity of ostensible owner (Benamidar) of the Hindu Undivided Family or he is a Trustee or he is a coparcener in the Hindu Undivided Family. In the present case, the minor has held property. Moreover, there is no averment that,

the property is the undivided family property. Thus, the exception card-out by the BT Act is also not available since as per Section 4(3)(a) of the BT Act restricts its benefits only to property held by the coparcener in a HUF as opposed to 'member' of such family.

**7.4** As per averment in the application as well as evidence of the applicant that, once it is stated that, the subject property is purchased by applicant no.2 in the name of minor for his welfare, education and future prosperous life, then applicant no.2 cannot be allowed to turn around at this stage and file application claiming himself as a real owner on the ground that same is purchased by him.

**7.5** Further, if the facts of present matter are seen, it goes to show that, as per averment vide para 1 of the application, the father of minor expired on 13.12.2022. Thereafter, on 09.07.2024 through registered sale-deed No.129/2024, the applicant No.2 *i.e.* grandfather of minor Harvindersingh, has purchased subject property in the name of his grandson for welfare and education. It further appears that, the entire consideration for purchasing subject property is paid by applicant No.2. If the age of the minor is taken into account, then, it reveals that, at the time of filing present application the minor was hardly aged about 4 years. Therefore, I find that, there is no question of paying consideration amount of subject property by the minor. Further, if the averment in the application, coupled with evidence affidavit Exh.18 of applicant No.2 is appreciated, then, it is definitely a case of Benami transaction and, therefore, falls under preview of provisions of BT Act.

**7.6** As discussed above, as per provisions of BT Act though there are certain exceptions to purchase property in the name of other persons in the family, but, he must person must fall in said categories as per the provisions of said law. Therefore, transaction of purchasing property by the applicant no.2 in the name of minor Balvindersingh and another minor Harvindersingh is not exempted so as to get benefit of said Act. Therefore, I find that said transaction hit by provisions of Section 4 of the BT Act. Hence, **I answer point No.1 in the affirmative.**

**8. AS TO ISSUE NO.2 :**

**8.1** In order to succeed in the present application, mother of the minor has herself examined at Exh.10 by filing evidence affidavit in lieu of examination-in-chief and she has reiterated the entire contents of the application. Applicant No.2 has also filed his evidence affidavit in lieu of examination-in-chief at Exh.18 and repeated averments of the application.

**8.2** Applicant no.1 has also filed on record certain documents i.e. certified copy of sale-deed (Exh.13), 7/12 extract printout (Article-A), death certificate printout of her husband (Article-B) and xerox copy of agreement to sale (Article-C). Through applicant No.2, the certified copy of 7/12 extract is produced in Exh.19. So also, below Exh.24 certified copy of death certificate is filed on record. Applicants closed their evidence by filing pursis Exh.26.

**8.3** It appears that, the applicants have entered into agreement to sale (Article-C) with one vendee Madhukar Bhimrao

Kadam on 27.11.2025 in respect of subject property standing jointly in the name of applicants and, more particularly, that is matching with the details mentioned in Article-A. It further appears that, the applicants have agreed to sale entire immovable property for a total consideration of Rs.40,80,000/- (Fourty Lakhs Eighty Thousand only). An agreement is executed on stamp paper of Rs.500/- on 27.11.2025 in presence of witnesses before Notary Public. Further, by way of earnest money 25% of total consideration an amount of Rs.1,00,000/-(Rupees One Lakh only) is received through RTGS and Rs.9,20,000/-(Rupees Nine Lakhs Twenty Thousand only) in cash. It is also agreed in Article-C that remaining consideration amount of Rs.30,60,000/-(Rupees Thirty Lakhs Sixty Thousand only) has to be given at the time of registration of document *i.e.* 27.02.2026. Further, since the subject property is standing in the name of minor, therefore, the applicants agreed to bring permission within a period of three months from the Court of competent jurisdiction.

**8.4** If the purpose for which the proposed sale is scheduled is seen, then it appears that, for the purpose of educational expenses, better future, welfare and interest of minor said sale has to be done. Further, if the age of minor applicant Balvindersingh is seen, it reveals from the name of the party clause that, minor applicant is hardly about 4 years of age and taking education. In respect of his education, apart from bare words of the applicants that, the another minor Harvindersingh is taking education in Internal University Bharu Saheb Himchal Pradesh and expenditure required is Rs.2,80,000/-(Rupees Two

Lakhs Eighty Thousand only), the applicants have not brought any convincing and sufficient proof to prove that, such huge amount is required for education at such tender age. There is no evidence regarding, in which class minor Harvindersingh is taking education. Further, no details are given about the fact that, since last three years in which class he is studying. Moreover, the expenses or the incidental expenditure relating to minor Balvindersingh is also not filed on the record with convincing proof. As such, I do not find that, the transaction proposed to be entered by the applicants on behalf of minors Balvindersingh and Harvindersingh is for their evident advantage, benefit or better future. Hence, **I answer point No.2 in the negative.**

**9. AS TO POINTS NO. 3 AND 4:**

**9.1** It is well settled that, minor's property can not be allowed to be sold without obtaining prior permission for the same from the Court. In respect of that, reference can be made to Section 8(2) of the Hindu Minority and Guardianship Act, 1956, reads thus:-

*(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 of the immovable property of the minor; or therefore,*

*(b) -- ditto --*

*(3) -- ditto --*

*(4) No Court shall grant permission to the natural guardian to do any of the acts mentioned in sub-section (2) except in case of necessity or for an evident advantage to the minor.*

**9.2** If the said provisions is appreciated, then, it provides that, unless and until the person proposing to do any acts mentioned under sub-section 2 of Section 8 of the said Act are found for necessity, and for evident advantage of the minor till then no permission can be granted.

**9.3** After going through entire evidence of both the applicants, in my considered view, the proposed transfer of subject property by sale doesn't appear to be for the benefit, welfare, necessity or evident advantage of the minor applicant Balvindersingh & Harvindersingh. After marshaling entire evidence on record following points have been emerged due to which I am convinced.-

- i) The subject property is purchased in the name of minor Harvindersingh and Balvindersingh by the applicant No.2 on 09.07.2024 for total consideration of Rs.11,90,000/-(Rupees Eleven Laks Ninty Thousand only)
- ii) Said transaction appears to be Benami Transaction as the considerably is paid by the applicant no.2.
- iii) The age of minor Balvindersingh is hardly 4 years and not taking any education.
- iv) The details of required expenses are not filed on record.
- v) Vide Exh.13 Sale-deed minor Balvindersingh is co-owner, but his name is not mentioned in agreement (सौदाचिह्नी)Article-C.
- vi) The proposed agreement to sale Article-C dated 27.11.2025 reveals the total consideration amount of Rs.40,80,000/- is agreed by the applicants which is more than thrice the consideration amount agreed in sale-deed Exh.13 dated 09.07.2024 Hence, creates doubt about the genuineness of the transaction.
- vii) Out of agreed consideration amount of Rs.40,80,000/-, the applicants have received Rs.9,20,000/- in cash on 27.11.2025 which also appears to be very doubtful and not informed to the Income Tax Department.

viii) Article-C dated 27.11.2025 further fixed limit to execute sale-deed within a period of three months from 27.11.2025. Said period for executing sale-deed is admittedly expired on 27.02.2026 itself.

ix) Whether income tax is paid or not is also not disclosed.

**9.4** Overall, it appears that, the transaction is very doubtful and same is hit by provisions of BT Act. Therefore, I find that, the permission can not be granted to transfer by sale subject property as the same is lacking basic elements of evident advantage, necessity and welfare of the minor Balvindersingh. I further find that, the transfer by sale of the subject property standing jointly in the name of applicants is not necessary, reasonable and for proper benefit of the minor. Accordingly, **I answer point No.3 in the negative and in response to point No.4, I pass the following order-**

### **ORDER**

|    |                              |
|----|------------------------------|
| 1. | Application stands rejected. |
| 2. | No order as to costs.        |

( Dictated and typed in Court computer and pronounced in open Court)

Date : 10.06.2026.

Sd/-  
**(T. S. Solankar)**  
District Judge-2, Nanded.

**Certificate**

I affirm that the contents of this P.D.F. file Judgment are same word to word, as per the original judgment.

|                                      |   |                                                       |
|--------------------------------------|---|-------------------------------------------------------|
| Name of Stenographer                 | : | B.R. Khindre,<br>Steno Grade-1                        |
| Court Name                           | : | District Judge-2 and Addl.<br>Sessions Judge, Nanded. |
| Date of Order/Judgment               |   | 10.06.2026                                            |
| Judgment signed by Presiding officer |   | 10.06.2026                                            |
| Judgment uploaded on                 | : | 10.06.2026                                            |

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