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clerk [Signature]
Superintendent



GANG050008322023

Presented on : 22.05.2023
Registered on : 23.05.2023
Decided on : 21.02.2024
Duration : DD MM YY
30 08 00

**IN THE COURT OF CIVIL JUDGE SENIOR DIVISION AT
BICHOLIM GOA.**

(Before Ms. Anuradha Andrade, Senior Civil Judge, 'A' Court,
Bicholim, Goa.)

Civil Misc.Appln (Port) No.8/2023/A

Smt. Manasvi Suryakant Govekar,
Widow of late Suryakant Govekar,
Age 52 years, housewife,

Civil Misc. Appln (Port) no.8/2023/A

2
Page 1 of 7

Resident of House no.318,
Vithalapur, Sankhali, Goa.

....Applicant.

Ld. Adv. Mr. M. Ekawade present for the applicant at the time of hearing arguments and also at the time of order.

ORDER

(Delivered on this 21st day of the month of February of the year 2024)

By this order, I shall dispose of the Portuguese Civil Miscellaneous Application No.8/2023/A filed for appointment of a guardian and for permission to sell the minor's share in the undivided property under Article 50 r/w Article 139 of the Portuguese Civil Code.



In brief it is the case of the applicant that the applicant and her minor daughter Miss Lavanya Suryakant Govekar have inherited 1/6th share in half of the property surveyed under survey no.39/4 of village Maulinguem-South, Bicholim Taluka, by virtue of the final order dated 30.03.2022, passed by the Hon'ble Civil Judge, Junior Division at Bicholim-Goa, in inventory proceedings No.15/2021/C.

3. That the minor daughter of the applicant Miss Lavanya Suryakant Govekar is having 1/12th share in half of the said property surveyed under survey no.39/4 of village Maulinguem-South.

4. That the said property surveyed under survey no.39/4 of village Maulinguem South is co-owned by the family of the applicant and that of one Shri Pandurang Govekar and both the families have half share each.

5. That all the co-owners of the said property have decided to enter into an agreement for development with a builder for construction of a multistoried building in the said property.

6. That the execution of agreement for development is for the benefit of all the co-owners so also the minor daughter of the applicant.

7. That since the minor daughter of the applicant is having share in the said property her share also needs to be given for development in order to complete the proposed transaction.

Q

8. That the applicant finds it difficult to maintain her minor daughter for want of money. It is submitted that substantial amount of money is also required for her studies.

9. It is further submitted that the proposed transaction will generate funds for the welfare and education of the minor daughter of the applicant and shall be kept in a fixed deposit in the name of the minor in a nationalized Bank as directed by the Court.

10. It is further submitted that the applicant intends to enter into proposed transaction because she requires money for the welfare, maintenance and education of her minor daughter, so also to fulfill the day to day needs of the family.

11. It is further submitted that in lieu of agreement for development the applicant shall receive one flat and one shop. The valuation of the flat and the shop to be allotted in favour of the applicant and her minor daughter is worth more than Rupees Twenty Lakhs only.

12. It is further submitted that the applicant further declares that she has no conflict of interest of any kind with her minor

8. That the applicant finds it difficult to maintain her minor daughter for want of money. It is submitted that substantial amount of money is also required for her studies.

9. It is further submitted that the proposed transaction will generate funds for the welfare and education of the minor daughter of the applicant and shall be kept in a fixed deposit in the name of the minor in a nationalized Bank as directed by the Court.

10. It is further submitted that the applicant intends to enter into proposed transaction because she requires money for the welfare, maintenance and education of her minor daughter, so also to fulfill the day to day needs of the family.

11. It is further submitted that in lieu of agreement for development the applicant shall receive one flat and one shop. The valuation of the flat and the shop to be allotted in favour of the applicant and her minor daughter is worth more than Rupees Twenty Lakhs only.

12. It is further submitted that the applicant further declares that she has no conflict of interest of any kind with her minor

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daughter who is residing with her and that she shall take care of the interest of her daughter with full honesty and sincerity.

13. It is prayed that this court be pleased to appoint the applicant as a guardian of her minor daughter Miss Lavanya Suryakant Govekar and authorize the applicant to enter into agreement for development and sale of the minor's share in the aforesaid property and the premises to be allotted in their favour in whole or in portions by execution of sale deeds and further to register it in the office of the Sub Registrar of Bicholim Goa and to admit its execution.



14. The Ld. APP Ms. S. Chodankar has endorsed her say stating that the share of minor is to be deposited in the Nationalized Bank and the same shall be protected in all possible manners. That the same shall be as per the current market rate and fixed deposit should be given to the minor after the minor attains majority.

I have heard the arguments advanced and perused the records,.

15. According to the Ld. Advocate Shri. M. Ekawade for the applicant, the applicant and other co-owners of the said property intend to enter into an agreement for development and sale of the

said property and in lieu of the agreement the applicant and her minor daughter shall receive one flat and shop which will be allotted in favour of the applicant and her minor daughter. Therefore it is seen that by the said agreement/sale what is being given as consideration is premises and not money. What the court has to see is the welfare of the minor. In the present case since the minor is being allotted share in the premises in lieu of her share in the property, I am of the opinion that the application can be allowed considering the welfare of the minor daughter of the applicant. The applicant has stated that she has no interest conflicting the interest of the minor and therefore she can be appointed as a guardian for executing the said agreement for development and sale and to go ahead with the transaction. Hence I pass the following:

ORDER

Application is allowed upon the applicant complying with the following conditions:-

- (1) The applicant is appointed as the guardian of her minor daughter Ms. Lavanya Suryakant Govekar and the applicant is authorized to enter into agreement for

development and sale of the minor's share in the aforesaid property and the applicant shall place on record authenticated copy of the sale deed/agreement for development and sale.

(2) The applicant shall also place on record copy of the sale deed with respect to the sale of the minor's share in the aforesaid property and with respect to the premises allotted in favour of the applicant and the minor daughter.

(3) The minor shall deal with her respective share in the premises allotted to her upon attaining majority as per her will and wish.

Matter is fixed for compliance report.

Bicholim.

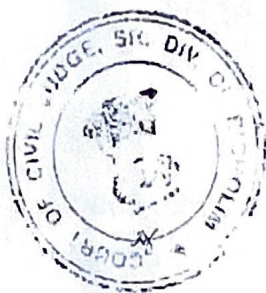
Dated: 21.02.2024.

/ma

(Anuradha Andrade)
Ad-hoc Senior Civil Judge,
A-Court, Bicholim, Goa.
CERTIFIED TRUE COPY

(Natalin Fernandes)
Natalin Fernandes
01-03-24
Superintendent/Head Clerk
Senior Civil Judge & J.M.F.C
Bicholim-Goa

checked with
original
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IN THE COURT OF THE CIVIL JUDGE JUNIOR DIVISION 'B' COURT AT
BICHOLIM

Reg. Inventory proceeding No. 45/11/B

Shri. Pandurang Rajaram Govekar.
Son of late Rajaram Govekar.
Major of age, retired,
R/o H.No. 1-4, Pallavi Classique,
Gokulwadi, Sanquelim, Goa.

..... Inventariante/Petitioner

V/s

Smt. Sudha Pandurang Govenkar,
Wife of Shri. Pandurang Govekar,
hailed from Sanquelim Goa.

..... Inventariados/Deceased

(2)

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Superintendent

Inventory Proceeding No.45/2011/C AW.1

IN THE COURT OF THE CIVIL JUDGE, JUNIOR DIVISION,
'C' COURT, AT BICHOLIM.

STATEMENT ON OATH OF C.C.

Deposition of AW.1
EXHIBIT NO
On Oath

I do hereby on solemn affirm

Name : Pandurang Govekar

Father's name: Rajaram

Age about 75 years

Occupation :Nil

Place of :Sanquellm

EXAMINATION IN CHIEF BY LD ADV. SHRI.
M.EKAWADE FOR THE C.C.

I am producing my statement on oath and I know its contents
and the same is as per my say. I identify my signature at point A, on
the same. Same is taken on record and marked as exhibit C-4.3 (67), 2

Before me

SS Benar
CJJD., C Court, Bicholim

4/3/2011 (1.2/2/2011)
Dated :09.06. 2011

R.O.A.F.C.

*jd.

Checked with original P/
C.C.

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Superintendent

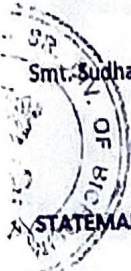
IN THE COURT OF THE CIVIL JUDGE JUNIOR DIVISION AT BICHOLIM.

Inventory Proceeding No. 45/2011/B.

Shri. Pandurang Rajaram Govekar ... Inventariante/Petitioner.

V/s

Smt. Sudha Pandurang Govenkar. Inventarisdos/ Deceased



STATEMENT OF THE CABECA DE CASAL

On 9th day of June 2011, at Bicholim Town, in the court of the Civil Judge Junior Division "C" court in charge of Civil Judge Junior Division "B" court at Bicholim before Shri. Sudhir Shirgaonkar, Hon'ble Civil Judge Junior Division at Bicholim, with the bailiff of the court on duty and the Bench Clerk, there appeared the Cabeca De Casal namely Shri. Pandurang Rajaram Govekar, son of late Shri. Rajaram Govekar, major of age, residing at F-4, Pallavi Classique, Gokulwadi, Sanqualim, Taluka Bicholim- Goa, along with his Advocate, Shri Mahendra N. Ekawade, Bicholim, Goa, for the purpose of statement fixed today in the present Inventory Proceeding.

At the time fixed, the said bailiff of the court comply his duties and thereafter Hon'ble Civil Judge was pleased to administer oath to the said Cabeca De Casal, Shri. Pandurang Rajaram Govekar, and directed him to administer his duties as head of the family, honestly and faithfully. And the said Cabeca De Casal, having taken oath, stated that he shall discharge all the duties diligently as Cabeca De Casal as required by the law and declare in terms of Article 2072 of Civil Code r/w Article 1369 of the Portuguese Civil Code as follows:

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Superintendent

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That the estate leaver Smt. Sudha Pandurang Govenkar alias Govekar i.e. the deceased expired on 31/01/2007, at Sanquelim Goa, with out a Will or Indisposition of her assets in any manner whatsoever.

The deceased Smt. Sudha Pandurang Govenkar alias Govekar upon her death left behind

following Issues:

a) Shri. Pandurang Rajaram Govekar, son of late Shri. Rajaram Govekar ,

Major of age, retired. (husband of the deceased, C.C.)

b) Mr. Milind Pandurang Govekar, Son of Shri. Pandurang Govekar , Major of age, service. (son of the deceased)

c) Mrs. Manasvi Milind Govekar, wife of Shri. Milind Govekar, Major of age, housewife. (daughter in law of the deceased)

d) Mr. Dattaprasad Pandurang Govekar, son of Shri. Pandurang Govekar , Major of age, service. (son of the deceased)

e) Mrs. Sweta Dattaprasad Govekar, wife of Shri. Dattaprasad Govekar , Major of age, housewife. (daughter in law of the deceased)

f) Mrs. Namrata Rakesh Fulari, daughter of Shri. Pandurang Govekar , Major of age, housewife. (daughter of the deceased)

g) Mr. Rakesh Ramnath Fulari, son of Ramnath Fulari, Major of age, business. (son in law of the deceased)

All r/o. Gokulwadi, Sanquelim Goa.

Besides the above persons the deceased have left no other heirs, legatee, creditor or any person who can claim right over her inheritance.

-3/-

Hon'ble Civil Judge Junior Division at Bicholim was pleased to order the statement of the Cabeça De Casal as being closed and consequently the bench clerk, Cabeça De Casal and his lawyer signed herein below accordingly.

And this statement after being verified to be true is being signed by the Cabeça De Casal along with the bench clerk who prepared the same in the presence of Hon'ble Civil Judge Junior Division at Bicholim.

Judge J.
DIV. OF BIC
(Adv for

(Adj for the Cabeça De Casal)

(Bench Clerk)

(CABECA DE CASAL)

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Superintendent

Exh-5

IN THE COURT OF THE CIVIL JUDGE JUNIOR DIVISION AT BICHOLIM.

Inventory Proceeding No. 45/2011/B.

Shri. Pandurang Rajaram Govekar

... Inventariante/Petitioner.

V/s

Smt. Sudha Pandurang Govenkar.

..... Inventarisdos/ Deceased



LIST OF ASSETS OF THE DECEASED

Item No. 1.

All that half share in the property surveyed under survey no. 39/4 of village Maulinguem South, Bicholim Taluka, admeasuring an area of 1500 sq.mtrs, situated within the limits of Sanquelim Municipal Council, Taluka and Sub District of Bicholim, State of Goa neither describe in the land registration office of Bicholim nor enrolled in the land revenue office of Bicholim. The said property is bounded as follows:

East : By survey no. 39/3 of village of village Maulinguem South.

West : By survey no. 39/3 of village of village Maulinguem South.

North : By survey no. 39/3 of village of village Maulinguem South.

South : By Road.

The item no. 1 is valued by petitioner at Rs: 60,000/-

Bicholim.

21/6/2011

(Adv. For C.C. and interested parties)

[Signature]
m. Gouveia

[Signature]
21-6-11
C.J. Bicholim

Checked & made
Jug. J. B.

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Exh - 7

IN THE COURT OF THE CIVIL JUDGE JUNIOR DIVISION AT BICHOLIM.

Inventory Proceeding No. 45/2011/B.

Shri. Pandurang Rajaram Govekar ... Inventariante/Petitioner.

V/s

Smt. Sudha Pandurang Govenkar, Inventarisados/ Deceased



DESCRIPTION OF ASSETS OF THE DECEASED

Item No. 1.

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East : By survey no. 39/3 of village of village Maulinguem South.

West : By survey no. 39/3 of village of village Maulinguem South.

North : By survey no. 39/3 of village of village Maulinguem South.

South : By Road.

The item no. 1 is valued by petitioner at Rs: 60,000/-

Bicholim.

6/7/2011

(Signature)
M. Erawade.

(Adv. For C.C. and interested parties)

Check with original

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6-7-11
o/g Bicholim CC

IN THE COURT OF THE CIVIL JUDGE JUNIOR DIVISION AT BICHOLIM.

Inventory Proceeding No. 45/2011/B.

Shri. Pandurang Rajaram Govekar ... Inventariante/Petitioner.

V/s

Smt. Sudha Pandurang Govenkar. Inventarisdos/ Deceased



CHART OF ALLOTMENT

The assets left behind by the above named deceased namely Smt. Sudha Pandurang Govenkar, who hailed from village Sanquelim, Taluka Bicholim Goa, in the present inventory proceeding initiated by Shri. Pandurang Rajaram Govekar, the petitioner above named residing at F-4, Pallavi Classique, Gokulwadi, Sanquelim Goa, consist of:

Item No. 1 Valued at Rs. 60,000/-

The deceased above named late Smt. Sudha Pandurang Govenkar, is survived by their following legal heirs/ legal representatives.

- a) Shri. Pandurang Rajaram Govekar.
(husband of the deceased, C.C.)
- b) Mr. Milind Pandurang Govekar
(son of the deceased)
- c) Mrs. Manasvi Milind Govekar,
(daughter in law of the deceased)
- d) Mr. Dattaprasad Pandurang Govekar,
(son of the deceased)

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e) Mrs. Sweta Dattaprasad Govekar,

(daughter in law of the deceased)

f) Mrs. Namrata Rakesh Fulari,

(Daughter of the deceased)

g) Mr. Rakesh Ramnath Fulari,

(son in law of the deceased)

The interested party no. (a) Shri. Pandurang Rajaram Govekar, is the husband of the deceased, and the interested party no. (b) and (d) are the son of the deceased. The interested party no. (c) and (e) are the daughter in law of the deceased, the interested party no. (f) is the daughter of the deceased and the interested party no. (g) is the son in law of the deceased. The interested party no. (a) being the husband of the deceased he is entitled to 1/2 share in item no. 1. The interested party no. (b), (d) and (f) being the son and daughter of the deceased they are entitled to 1/6th share each in item no. 1, and the interested party no. (c), (e) and (g) are entitled to hold moiety in the share of their respective spouses.

Thus the value of assets left behind by the deceased being Rs. 60,000/- the same is divided amongst all the interested parties as per their respective shares and hence the value of their share is as follows:

Thus the manner of allotment is as follows:

To,

a) Shri. Pandurang Rajaram Govekar,

(husband of the deceased, C.C.)

...3/-

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Suparintendent

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The value of his share being Rs. 30,000/-, he is allotted $\frac{1}{2}$ share in Item No. 1.

To,

b) Mr. Milind Pandurang Govekar,

(son of the deceased)

c) Mrs. Manasvi Milind Govekar,

(Daughter in law of the deceased)

The value of their share being Rs. 10,000/-, they are allotted $\frac{1}{6}$ th share in Item No. 1.

To,

d) Mr. Dattaprasad Pandurang Govekar,

(son of the deceased)

e) Mrs. Sweta Dattaprasad Govekar,

(daughter in law of the deceased)

The value of their share being Rs. 10,000/-, they are allotted $\frac{1}{6}$ th share in Item No. 1.

To,

f) Mrs. Namrata Rakesh Fulari,

(Daughter of the deceased)

g) Mr. Rakesh Ramnath Fulari,

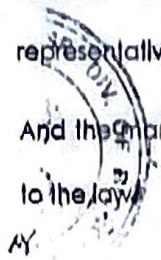
(Son in law of the deceased)

The value of their share being Rs. 10,000/-, they are allotted $\frac{1}{6}$ th share in Item No. 1.

4/-

And in this manner mentioned herein above, the Item No. 1, left behind by the above named deceased as mentioned detailed in the Description of Assets in this Inventory proceeding stands allotted to all the legal heirs/representatives in three equal portions.

And the manner in which this chart of allotment is drawn is in accordance to the law.



Bicholim

06/7/2011.

M. Ekawade
M. Ekawade
(Adv. For C.C. and Interested parties)

No objection for final chart

M. Ekawade

Adv. for C.C. and Interested parties.

The present partition or proposed, is treated as final chart of partition/allotment.

16/11
(11/11/2011)
Bicholim

clear to all parties.

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st
+ Superintendent



IN THE COURT OF THE CIVIL JUDGE JUNIOR DIVISION 'B' COURT AT
BICHOLIM

Reg. Inventory proceeding No. 45/11/B

Shri. Pandurang Rajaram Govekar.
Son of late Rajaram Govekar,
Major of age, retired,
R/o H.No. F-4, Pallavi Classique,
Gokulwadi, Sanquelim, Goa.

..... Inventariante/Petitioner

V/s

Smt. Sudha Pandurang Govenkar.
Wife of Shri. Pandurang Govekar.
hailed from Sanquelim Goa.

..... Inventariados/Deceased

13/13

Supernumerary



- 2 -

O R D E R

(Delivered on this 27th day of the month of July of the year 2011)

The Final Chart of allotment dated 6/7/2011 at Exhibit D-8 is hereby confirmed and made absolute and consequently the shares stand allotted to the respective interested parties in the present Inventory Proceeding upon the death of Smt. Sudha Pandurang Govekar, Wife of Shri. Pandurang Govekar, hailed from Sanquelim Goa and the head of the family Shri. Pandurang Rajaram Govekar, Son of late Rajaram Govekar, Major of age, retired, R/o H. No. F-4, Pallavi Classique, Gokulwadi, Sanquelim, Goa.

Pronounced in the open court.



S. S. Shirsalkar
(27.07.2011)
(Sudhir S. Shirsalkar)
Civil Judge Junior Division "C" Court, Bicholim
I.C. of "B" Court, Bicholim

*Pm

Checked with original P. S.

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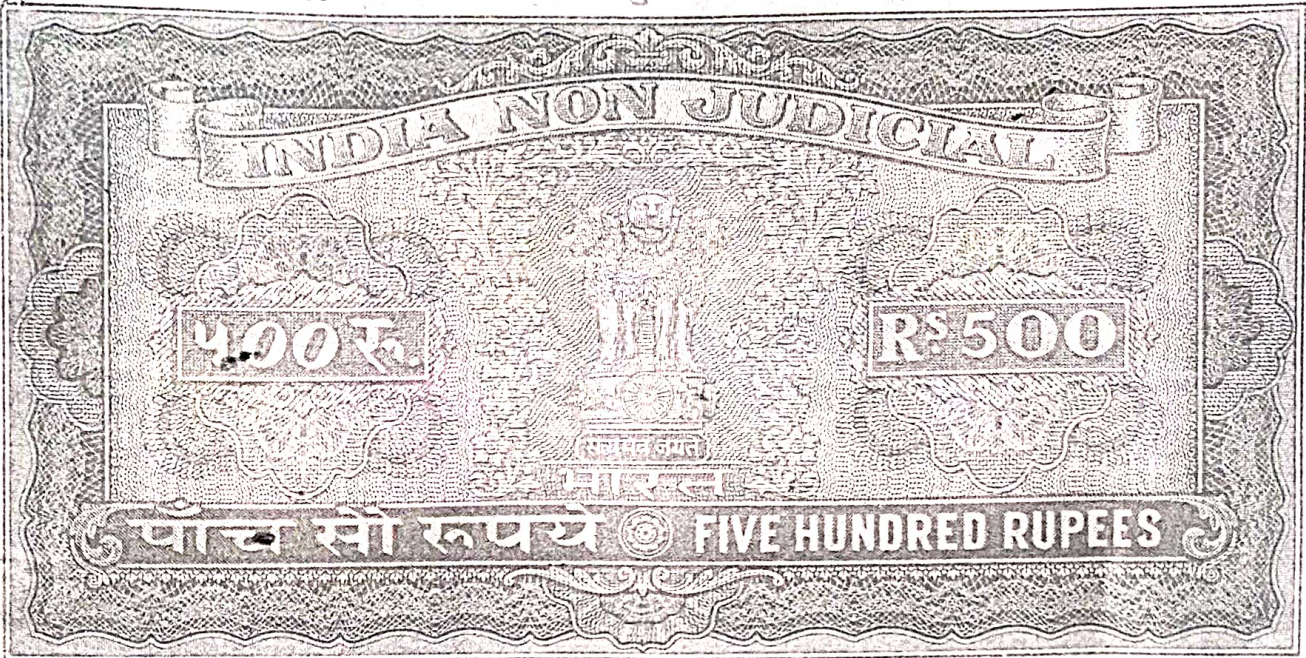
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Bicholim
 at 3 p.m.
 and 4 p.m. on 26-2-1981.

Received for:

	Rs.	P.
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P. Bicholim
 Sub-Registrar

X सुधा मंडुरा गोलेकर

P. Bicholim

Sub-Registrar

Chitras

SALE DEED

THIS DEED OF SALE made at Bicholim on this 26th
 day of February 1981, B E T W E E N:

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Bhulm

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Re...-...-...-...-...

Smt. Sudha P. Govenkar

Sahadw... P. Govenkar

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Official number

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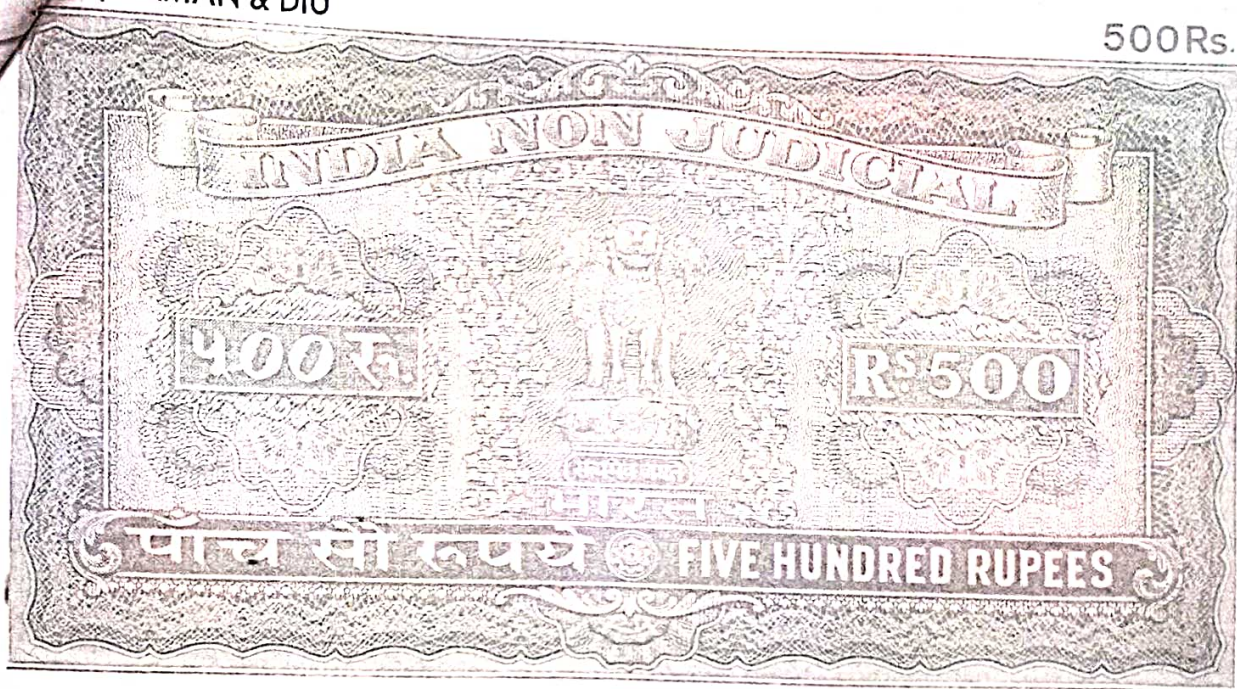
Signature Purchaser

- 2 -

- 1) Shri REMEDIANO MARQUES,
son of Mario Antonio Jesus Marques,
aged 36 years, Businessman,
Indian National,
residing at Sanquelim,
and his wife:
- 2) Smt. FATIMA MARQUES,
daughter of Leandro Fernandes,
aged 30 years, Housewife,
Indian National,
residing at Sanquelim;

hereinafter called the 'VENDORS' (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors and administrators) of the One Part. A N D (1) Smt. RAMABAI SHAMBU GOVENKAR, aged 47 years, daughter of Ramnath Gad, Housewife, Indian National, residing at Sanquelim; (2) Smt. SUDHA PANDURANG GOVENKAR, daughter of Surya Dangui, aged 40 years, Housewife, Indian National, residing at Sanquelim, hereinafter called the 'PURCHASERS' (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of the Other Part.

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WHEREAS by virtue of deed of partition dated 22nd January 1977, the Vendors became absolute owners of a plot of the property known as "Borod Chirekonikodil" also known as "Convencho Calichem Mol" commonly known as "Masundi Chirekhanikadil Bharad" situated at Maulinguem South, in the Sanquelim Grampanchayat area.

WHEREAS the vendors have agreed with the Purchasers for the absolute sale to them in equal shares the said plot free from all encumbrances at or for the price of Rs.20,000/- (Rupees Twenty Thousand Only).

NOW THIS DEED OF SALE WITNESSETH that in pursuance of the said agreement and in consideration of Rs.20,000/- (Rupees Twenty Thousand Only) paid by the Purchasers to the Vendors (payment and receipt whereof the Vendors do hereby admit and acknowledge) they the Vendors do hereby sell, grant, transfer, convey, release and assure unto the Purchasers in equal shares all that plot of the property known as "Borod Chirekonikodil" also known as "Convencho Calichem Mol" commonly known as "Masundi Chirekhanikadil

262a ... 7/2/87

Rupess five hundred of
Swt. Susha R. Govenkar
Sachal: R. Govenkar

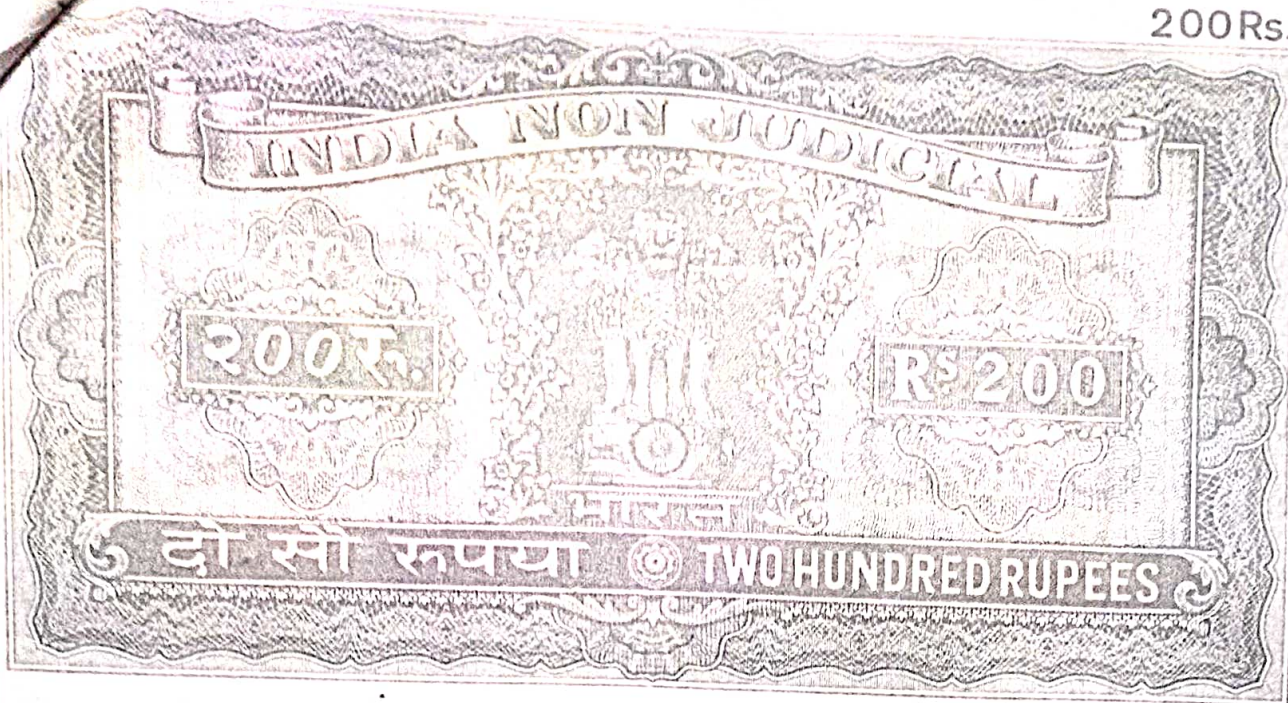
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413126 01.01.01
Signature of Purchaser

- 4 -

Bharad" situated at Maulinguem South in the Gram-
panchayat area of Sanguelim, in the registration
sub-district of Bicholim, District Goa, entire property
is described in the Land Registration Office under num-
ber 15390 of Book B-39 New and also under number 4495
of Book B-12 New and entirely registered in the Land
Revenue Office under matriz predial numbers 258 and 93
and entire property is surveyed under number 39, sub-
division 1 and bounded to the east by property of
Desai, to the west by plot of Nyaneshwar Bondre, to
the north by property of Desai and to the south by
Sanguelim-Valpoi road. This plot has an area of
1,500 square metres which is more particularly
shown in the plan annexed and its market value is
Rs.20,000/- (Rupees Twenty Thousand Only).

TO HAVE AND TO HOLD all and singular the
said plot of the property hereby sold, granted,
released, conveyed and assured and intended or
expressed so to be with it and every of its rights
and appurtenances unto and to the use and benefit



- 5 -

of the Purchasers forever subject to the payment of any taxes to the public body in respect thereof AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said plot of the property hereby granted with their appurtenances and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from the Vendors or by any person.

IN CASE if any person or persons claim any right or interest in the plot of the property hereby sold, the Vendors shall be responsible to answer their claims and indemnify the Purchasers.

IN WITNESS WHEREOF the Vendors and the Purchaser have signed this Sale Deed on the day and the year first hereinabove written.

SIGNED, SEALED & DELIVERED
by the withinnamed Shri
REMEDIANO MARQUES, the
Vendor No.1

Remediano Marques

2620 Place Road, Bhandra, Date of issue 7/2/87

Rupes two hundred of

Purchaser Smt. Sudha P. Govenkar

Sakhat son of P. Govenkar

12/03/87

[Signature]

Office of vendor

41301 01-04-87

Signature of Purchaser

- 6 -

SIGNED, SEALED & DELIVERED
by the withinnamed Smt.
FATIMA MARQUES, the Vendor
No.2

F. Marques

Fatima Marques

SIGNED, SEALED & DELIVERED
by the withinnamed Smt.
RAMABAI SHAMBU GOVENKAR,
the Purchaser No.1

Ramabai S. Govenkar

SIGNED, SEALED & DELIVERED
by the withinnamed Smt.
SUDHA PANDURANG GOVENKAR,
the Purchaser No.2

सुधा पंडुरंग गवेंकर

WITNESSES:

1. *[Signature]*
Abdul Gafur

2. *Vahant Pandurang Govenkar*

Registered No. 128
of Book No. 1, Vol. 66 at - pages 47 to 50
Date 30th March 1951

W. J. Anderson
Sub-Registrar.

