

**IN THE HIGH COURT OF BOMBAY AT GOA**

**FIRST APPEAL NO. 149 OF 2003  
WITH  
CROSS OBJECTION NO. 11 OF 2006  
IN  
FIRST APPEAL NO. 149 OF 2003  
WITH  
FIRST APPEAL NO. 231 OF 2008**

**FIRST APPEAL NO. 149 OF 2003**

SHRI PRATAPSINGH RAUJI  
RANE,SANQUELIM-GOA.

... Appellant

Versus

SHRI UMAKANT DIPABASHI AND 11  
ORS.,

... Respondents

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Shri C.A. Ferreira, Advocate for the Appellant.

Shri Ajit R. Kantak, Advocate for the Respondent Nos. 1, 2 and 4.

Shri Ryan Menezes, Advocate for the Respondent Nos. 3(a) to 3(d).

Shri V.P. Thali, Advocate for the Respondent No. 5 to 7, legal  
representatives of Respondent no. 8 and 9 to 12.

**CROSS OBJECTION NO. 11 OF 2006  
IN  
FIRST APPEAL NO. 149 OF 2003**

SHRI UMAKANT DIPABASHI AND 3  
ORS.,

... Appellants

Versus

SHRI PRATAPSINGH RAUJI RANE ... Respondent

\*\*\*

Shri Ajit R. Kantak, Advocate for the Appellants.

Shri C.A. Ferreira, Advocate for the Respondent.

**FIRST APPEAL NO. 231 OF 2008**

SHRI PRATAPSINGH RAOJI RANE,  
SANQUELIM-GOA. ... Appellant

Versus

SHRI UMAKANT D. DUBHASHI AND 8  
ORS., ... Respondents

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Shri C.A. Ferreira, Advocate for the Appellant.

Shri Ajit R. Kantak, Advocate for the Respondent No. 1.

Shri V.P. Thali, Advocate for the Respondent No. 3, 4, 5(b), 5(c), 5(d),  
6 and 8.

**CORAM:- C. V. BHADANG, J.**

**DATE : 8<sup>th</sup> APRIL, 2015**

P.C:

Both these appeals are between the same parties and  
pertain to the dispute as to apportionment of compensation in respect  
of certain land acquired by the State.

2. The appellant alongwith respondent nos. 1, 2 and 4 in First Appeal No. 149/2003 and the appellant and the respondent no. 1 in First Appeal No. 231/2008, have produced consent terms, which are taken on record and marked 'X' for identification.

3. The Power of Attorney holder-Shri Suresh Dubhashi, of respondent nos. 1, 2 and 4 is present in the Court and he admits the correctness of the contents.

4. Insofar as First Appeal No. 149/2003 is concerned, the Reference Court has allowed  $2/3^{\text{rd}}$  share in the favour of the appellant, and balance  $1/3^{\text{rd}}$  share was remitted back by the Reference Court, to the Land Acquisition Officer, and in respect of the balance  $1/3^{\text{rd}}$  share, the contesting respondents have filed cross objection.

5. Insofar as First Appeal No. 231/2008 is concerned, the Reference Court has allowed  $2/3^{\text{rd}}$  share in favour of the appellants and  $1/3^{\text{rd}}$  share in favour of respondent no. 1-Shri Umakant Dubhashi. Now, the parties who are signatories to the settlement submit that similar order may be passed in respect to the matter in First Appeal No. 149/2003.

6. As regards the respondent nos. 4 to 12 (First Appeal No. 149/2003) and respondent nos. 5(a) to 5(d) and 6 to 9 (First Appeal No. 231/2008), have neither made any claim nor any share has been granted to them by the Reference Court. It is submitted that these respondents have also not challenged the same. In this view of the matter, the learned Counsel for the appellant seeks permission to delete respondent nos. 4 to 12 (First Appeal No. 149/2003) and respondent nos. 5(a) to 5(d) and 6 to 9 (First Appeal No. 231/2008), from the array of the respondents. The deletion is allowed at the risk of the appellant. Amendment to be carried out forthwith.

7. Shri Ryan Menezes, learned Counsel for the respondent nos. 3(a) to 3(d) in First Appeal No. 149/2003, submits that in as much as the consent terms allow their share to the extent of 1/3<sup>rd</sup> to the respondent nos. 3(a) to 3(d) alongwith respondent nos. 1, 2 and 4, he has no objection for passing a decree in terms thereof.

8. On hearing the learned Counsel for the parties and in view of the consent terms settled between the parties, the First Appeal No. 149/2003 (alongwith Cross Objection No. 11/2006) and First Appeal No. 231/2008 are hereby disposed of in terms of the consent terms at

'X'. Decree be drawn in terms of consent terms. The amount deposited in this Court alongwith interest, if any shall be disbursed amongst the parties accordingly, as per their shares.

9. In the circumstances, there shall be no order as to costs.

**C. V. BHADANG, J.**

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