

IN THE HIGH COURT OF BOMBAY AT GOA**FIRST APPEALS NO. 107 & 120 OF 2013****FIRST APPEAL NO. 107 OF 2013**

1. Mr. Tahir Isani,
major of age,

2. Mrs. Zeenat Isani,
major of age,
both residing at Manek Altinho,
Mapusa, Bardez, Goa.

..... Appellants.

VERSUS

Chowgule and Company Private Limited,
represented herein by its authorized
signatory, Rama alias Ramesh Bhima
Bilguche, Director (S&L) and Company
Secretary of Chowgule and Company
Private Limited, major of age, Resident
of A-1, 'Anukul', Vidyanagar,
Zuarinagar, Goa 403 726

..... Respondent.

Mr. J. E. Coelho Pereira, Senior Advocate with Mr. J. Godinho,
Advocate for the appellants.

Mr. S. D. Lotlikar, Senior Advocate with Mr. P. Lolikar, Advocate for
the respondent.

FIRST APPEAL NO. 120 OF 2013

Chowgule and Company Private Limited,
represented herein by its authorized
signatory, Rama alias Ramesh Bhima
Bilguche, Director (S&L) and Company
Secretary of Chowgule and Company
Private Limited, major of age, Resident
of A-1, 'Anukul', Vidyanagar,

Zuarinagar, Goa 403 726.

..... Appellant.

VERSUS

1. Mr. Tahir Isani,
major of age,

2. Mrs. Zeenat Isani,
major of age,
both residing at Manek Altinho,
Mapusa, Bardez, Goa.

..... Respondents.

Mr. S. D. Lotlikar, Senior Advocate with Mr. P. Lolikar, Advocate for
the Appellant.

Mr. J. E. Coelho Pereira, Senior Advocate with Mr. J. Godinho,
Advocate for the respondents.

CORAM :- F.M. REIS, J.

Date : - 22/08/2016.

ORAL JUDGMENT : (PER F.M. REIS, J.)

Heard Mr. S. D. Lotlikar, learned Senior Counsel appearing
for the original plaintiff/respondents in First Appeal No.107/2013 and
Mr. J. E. Coelho Pereira, learned Senior Counsel appearing for the
original defendants/appellants in First Appeal No.107/2013.

2. Both the appeals were taken up together as they challenge the

same Judgment and Decree dated 29/06/2013, passed by the learned Civil Judge, Sr. Division “B” Court, Panaji in Special Civil Suit No.10/2011. The parties shall be referred to in the manner they figure in the impugned Judgment. In terms of the said Decree, it was pointed out that the defendants were directed to hand over the subject premises to the plaintiffs, though the relief for mesne profits came to be rejected. The appeal has been preferred by the original plaintiffs, challenging part of the Decree refusing the mesne profits. The remaining part of the decree has been assailed by the defendants.

3. During the course of hearing, it was pointed out by the learned Counsel appearing for the plaintiffs and the defendants that the parties have amicably settled their dispute whereby, inter alia, the defendants have agreed to deliver free-hold premises to the plaintiffs in lieu of their tenancy right over the suit premises, thereby extinguishing such tenancy right in respect of the suit premises and also payment of compensation in terms of the interim orders passed by this Court dated 24/09/2013 and 15/10/2013. It is further pointed out that the parties have signed the Consent Terms incorporating all the terms and conditions based on which the settlement has been arrived at.

The Consent Terms have been duly signed by the original defendants/appellant No.1 for self and as a duly constituted attorney of the appellant No.2 in First Appeal No.107/2013. The respondents/original plaintiffs have also signed the Consent Terms through their duly constituted attorney, along with their Advocate. The appellant No.1 undertakes to place on record a Notarized copy of the Power of Attorney in his favour executed by appellant No.2 within two days. A Notarized copy of the duly constituted Attorney of the original Plaintiff/respondent in First Appeal No.107/2013 is also attached to the Consent Terms along with the Plan. Signatures on the consent terms have been duly identified by the learned Advocates appearing for the respective parties. Appellant No.1/defendant No.1 in the suit, as well as the duly constituted attorney of the respondents/plaintiffs in the suit who are present in the Court have also admitted execution of the Consent Terms and the contents thereof.

4. Both the learned Counsel, as such, points out that both the above appeals be disposed of in terms of the Consent Terms, marked “X” for identification.

5. In view of the above, I pass the following :

ORDER

- (I) The impugned Judgment and Decree dated 29/06/2013, passed by the learned Civil Judge, Sr. Division “B” Court, Panaji in Special Civil Suit No.10/2011/B is quashed and set aside.
- (II) Special Civil Suit No.10/2011/B is decreed in terms of the Consent Terms marked “X” for identification.
- (III) Both the Appeals stand disposed of accordingly, with no orders as to costs.
- (IV) Decree to be drawn accordingly.

F.M. REIS, J.

ssm.