

Amrut

**IN THE HIGH COURT OF BOMBAY AT GOA**  
**MISC. CIVIL APPLICATION NO.241 OF 2017**  
**IN**  
**CIVIL REVISION APPLICATION NO.132 OF 2001**

|                            |                |
|----------------------------|----------------|
| Ashok Ningojirao Nawagekar | .... Applicant |
| <i>Versus</i>              |                |
| Subhash B. Avalakki & Anr  | ...Respondents |

---

**Mr PS Lotlikar, *Advocate for the Applicant.***

---

**CORAM: G.S. PATEL,J**  
**DATED: 18th August 2017**

**PC:-**

1. Heard.
2. The contesting Respondent is Respondent No 1. Notice was issued on 13th July 2017 and there is an office report of 16th August 2017 saying that the 1st Respondent was personally served.
3. The Registry is directed to ensure that such updates are properly noted and reflect on the printed board and online.
4. The application is for withdrawal of the amount of Rs.1,50,000 and accrued interest. The Applicant was directed to deposit this amount to the registry for the purposes of settlement.

He did so by Demand Draft No 894618 dated 21st September 2001 drawn on Syndicate Bank, Panaji Branch. There was an order of investment for 46 days in a fixed deposit.

5. The Applicant then filed a Second Appeal. The 2nd Respondent, the present Applicant's wife filed another Second Appeal, as did the 1st Respondent. All three Second Appeals relate to same agreement. All these appeals were admitted on 26th October 2010. The execution of the impugned decree was stayed. Thereafter, all three Second Appeals were disposed of on 24th June 2016 when the parties filed consent terms. A decree has been drawn up in accordance with those consent terms.

6. In fairness it is pointed out that by an order of 26th October 2010, the Applicant was not permitted to withdraw the amount of Rs.1,50,000 until disposal of the Second Appeals.

7. It is in these circumstances that the present application for withdrawal is made.

8. It is evident from the order dated 14th September 2001, a copy of which is annexed, that the deposit was required to be made only in order to facilitate the settlement. Now that matter has been settled and consent terms drawn up, the amount deposited will have to be returned to the Applicant. The consent terms do not, naturally, contain any stipulation of provision in regard to this amount. This is because the consent terms were filed in the Second

Appeals, and, in any case the deposit was made pursuant to an order of this Court with a view to furthering a settlement.

9. Having regard to these circumstances, the Civil Application is made absolute in terms of prayer clause (a).

10. The registry shall act on an authenticated copy of this order in processing the withdrawal. The issuance of authenticated copy is expedited.

**G. S. PATEL, J**