

Amrut

IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO.1013 OF 2016

Mr. Marto Dias ... Petitioner
Versus
The Town Planner, Town & Country
Planning Department,
Govt. of Goa & Ors. Respondents

Mr. Joaquim Godinho, Advocate for the Petitioner.

Mr. Deep D. Shirodkar, Addl. Government Advocate for Respondent
Nos.1 & 3.

Ms. S. Linhares, Advocate for Respondent No.2.

Mr. V. Menezes, Advocate for Respondent No.4.

***Coram : N.M. Jamdar &
Prithviraj K. Chavan, JJ.***

Date : 13 December 2017.

P.C.:

This petition has been adjourned from time to time for the purpose of settlement. On 22 November 2017 the following order was passed.

“The learned Counsel appearing for Respondent No.4 states that he has taken instructions that Respondent No.4 is willing to pay an amount of Rs.2,65,000/-

to the Petitioner as and by way of full and final settlement in respect of the dispute between them.

2. The learned Counsel for the Petitioner on instructions states that the Petitioner is agreeable to accept the amount of Rs.2,65,000/- as full and final settlement and upon receipt of this payment the Petitioner will withdraw the present Petition as well as pending complaints against Respondent No.4.

3. The learned Counsel for Respondent No.4 also states that complaints and cases filed by Respondent No.4 against the Petitioner would be withdrawn.

4. Both statements are accepted.

5. The learned Counsel for Respondent No.4 on instructions states that the money will be paid/transferred before the next date.

6. Stand over to 29 November 2017.

7. List the matter under caption "For withdrawal".

Thereafter, on 29 November 2017 the following order was passed.

"Mr. Valmiki Menezes, learned Counsel for Respondent No.4 has handed over cheques totaling ₹265000/-. The learned Counsel states that since the amount is towards

repairs/construction of the wall, the said fact should be acknowledged by the Petitioner. Mr. J. Godinho, learned Counsel for the Petitioner submitted that there are certain extensions which need to be removed.

2. The learned Counsel for the parties seek time to file consent terms. S.O. to 6 December 2017 for filing consent terms.”

Today, the learned counsel for the parties have tendered the consent terms which have been signed by the Petitioner and Respondent No.4. Respondent Nos.1 and 3 are the State Authorities and the consent terms are between the Petitioner and Respondent No.4. The consent terms are taken on record and marked 'X'. By the consent terms, the Petitioner and Respondent No.4 have agreed as under :

“a) The Respondent No.4 has paid a sum of Rs.2,65,000/- (Two Lakh Sixty Five Thousand Only) to the Petitioner by two cheques dated 28 November 2017 bearing number 000045 and 469608 as full and final settlement of all grievances of the Petitioner in the petition, and the Petitioner hereby specifically withdraws all challenge to the Technical Clearance Order dated 5 July 2016 granted by the Respondent No.1 and any grievance/complaint before the Respondent No.2 Panchayat for grant of construction licence to the structure of the Respondent No.4 in survey No.39/21 of village Cortalim, the Petitioner undertakes that

the said amount shall be used for the purpose of re-construction and/or re-building the wall of the house.

b) The Petitioner may, at his own risk, and without objection from the Respondent No.4, re-construct/or re-build a wall in alignment with the Chajjas/protruding beams built by Respondent No.4, as shown in the annexed photos, along the common boundary line depicted in red colour on the Survey Plan annexed hereto as Annexure A, within the area under Survey No.39/20, or carry out minor repairs with tin sheets, to the roof of House No.843.

c) The Petitioner shall withdraw all the complaints which he has filed against the Respondent No.4 with regard to the construction in dispute, similarly Respondent No.4 and/or her sons shall withdraw the complaint filed against the Petitioner before the Panchayat or before the Deputy Director or Director of Panchayat.”

2. In view of the consent terms filed, the Writ Petition does not survive and is disposed of. It is clarified that the consent terms are between the Petitioner and Respondent No.4.

Prithviraj K. Chavan , J.

N.M. Jamdar, J.