

Santosh

IN THE HIGH COURT OF BOMBAY AT GOA
WRIT PETITION NO. 951 OF 2019

Celia Pereira. Petitioner.

Versus

The Special Land Acquisition Officer,
National Highway (SLAO) and others. Respondents.

Mr. Joaquim Godinho, Advocate for the Petitioner.

Mr. Pravin Faldessai, Additional Government Advocate for
Respondents No.1 & 3.

Mr. Prasheen Lotlikar, Advocate for Respondent No.4.

Coram : M.S. Sonak &
Smt. M.S. Jawalkar, JJ.

Date : 3rd March, 2020.

P.C. :-

Heard Mr. Joaquim Godinho for the Petitioner, Mr. Pravin Faldessai, learned Additional Government Advocate for Respondents No.1 and 3 and Mr. Prasheen Lotlikar for Respondent No.4.

2. The learned Counsel for the Petitioner and Respondent No.4 have handed in Consent Terms, which are taken on record and marked as “X” for the purpose of identification.

3. The Consent Terms have been signed by the Petitioner and

the representative of Respondent No.4. The respective Advocates have also signed these Consent Terms.

4. The Petitioner is present in the Court and she says that she has signed these Consent Terms, after understanding their correct scope and import. The representative of Respondent No.4 is also present in the Court and says that he has necessary authority to sign these Consent Terms.

5. According to us, these terms redress the grievance raised by the Petitioner in the present Petition.

6. It is true that these Consent Terms have not been signed by Respondents No.1, 2 and 3, however, we notice that Respondents No. 1, 2 and 3 have already initiated acquisition proceedings in respect of the additional area and Respondent No.4 does not dispute that the Petitioner will be entitled to compensation in terms of law, in respect of this additional acquisition. The compensation of Rs.5.00 lakhs which is referred to in the Consent Terms is because Respondent No.4 was required to use this additional area of the Petitioner's property without acquisition proceedings being completed.

7. In these circumstances, signatures of Respondents No.1, 2 and 3 on these Consent Terms or their joinder to these Consent

Terms, were really not necessary. These Consent Terms neither impose any obligation upon Respondents No.1, 2 and 3, nor do they, in any manner, prejudice the rights of Respondents No.1, 2 and 3 to proceed with the acquisition. In fact, the Consent Terms record that the Petitioner will not object to such acquisition, but only claim compensation as is permissible under law.

8. Therefore, by taking these Consent Terms on record and directing the Petitioner and Respondent No.4 to act accordingly, we dispose of this Petition. Mr. Prasheen Lotlikar, learned Counsel for Respondent No.4 states that the compensation amount of Rs.5.00 lakhs has, in fact, been paid to the Petitioner by a cheque and this fact is confirmed by Mr. Godinho, learned Counsel for the Petitioner on the basis of the instructions.

9. The Petition is disposed of in the aforesaid terms. There shall be no order as to costs.

10. All concerned to act on the basis of an authenticated copy of this order.

Smt. M.S. Jawalkar, J.

M.S. Sonak, J.