

IN THE HIGH COURT OF BOMBAY AT GOA

FIRST APPEAL NO. 45 OF 2019

AND

MISC. CIVIL APPLICATION NO.208 OF 2020

IN

FIRST APPEAL NO. 45 OF 2019

HARSAD MAHABLESHWAR KUDTARKAR., Appellant

VS.

VIJAYA SUNDAR RAO

..... Respondents

Ms. V. Shet, Advocate for the appellant.

Mr. Rui Alberto Gomes Pereira, Advocate for the respondent.

Coram:- M. S. SONAK &

SMT. BHARATI H. DANGRE, JJ.

Date :- 20th January, 2021

P.C.:

Ms. V. Shet, learned Counsel for the appellant points out to the Consent Terms dated 31/12/2020 which have been placed on record in the present matter. These Consent Terms reads as follows:

“CONSENT TERMS

MAY IT PLEASE YOUR LORDSHIPS

The Appellant and the Respondent respectfully submit that they have mutually agreed to settle the above matter within themselves on the Consent Terms given below:-

- 1. The Appellant has vacated the suit premises today, this 31st December, 2020 and handed over the peaceful possession thereof to the Respondent. The Respondent admits having received the possession of the Suit Premises today.*
- 2. The Respondent has paid to the Appellant an amount of Rs.2,00,000/-(Rupees Two Lakhs only) by DD No.998961 dated 29/12/2020 drawn on Karnataka Bank Ltd., Panaji, Goa, in favour of the Appellant, which amount includes the refund of the deposit paid to the Respondent by the Appellant and surplus rent paid by Appellant to the respondent.*
- 3. In view of the Appellant's vacating the suit premises and handing over the peaceful possession thereof to the Respondent all the claims of the Respondent against the Appellant arising out of the said Decree dated 27/02/2019 in SCS No.14/2016/B, passed by Civil Judge, Senior Division, at Panaji, including the payment of mesne profits, shall stand fully satisfied and the Appellant shall stand discharged from the said Decree dated 27/02/2019.*

4. *In view of the Respondent's paying to the Appellant an amount of Rs.2,00,000/- (Rupees Two Lakhs only), all the claims of the Appellant against the Respondent arising out the said Decree dated 27/02/2019 in SCS No.14/2016/B passed by Civil Judge, Senior Division, at Panaji, or otherwise, shall stand fully satisfied and the Respondent shall stand fully discharged from all or any claims of the Appellant against the Respondent.*

5. *The Appellant and the Respondent agree that the Decree dated 27/12/2019 passed in SCS No.14/2016/B passed by Civil Judge, Senior Division, at Panaji, stands fully discharged with no surviving claim of whatsoever nature against each other.*

The Appellant and the Respondent, therefore, pray that the above appeal be disposed as per the above consent terms.

Panaji, Goa

Dated: 31/12/2020

Sd/-

Adv. For the Appellant

(Adv. Rohit Bras De Sa)

Sd/-

(Harshad Kudtarkar)

Appellant

Sd/-

(Vijaya Sunder Rao)

Sd/-
Adv. For the Respondent

Respondent”

2. Ms. Vijaya Sunder Rao, the respondent is present in the Court and she states that she has received the possession of the suit premises and further she has paid to the appellant an amount of ₹2,00,000/- by Demand Draft.

3. The learned Counsel for the parties pray that this appeal be disposed of by taking the Consent Terms on record.

4. Accordingly, this appeal is disposed of in terms of the aforesaid Consent Terms.

5. Misc. Civil Applications, if any, do not survive and the same are also disposed of.

SMT. BHARATI H. DANGRE, J.

M. S. SONAK, J.

mv

MEENA
VISHAL BHOR
Digitally signed by
MEENA VISHAL BHOR
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o=VISHAL BHOR, email=meena.vishal.bhor@gmail.com