

IN THE HIGH COURT OF BOMBAY AT GOA**SECOND APPEAL NO.80 OF 2010**

Mohan Nair & Anr. ... Appellants
Versus
Allen Valles Respondent

Ms. A. Agni, Senior Advocate with Ms. M. Kavlekar, Advocate for the Appellants.

Mr. Parikshit Sawant, Advocate for the Respondent.

Coram:- M. S. SONAK, J

Date:- 21st January, 2021

P.C.

Heard Ms. A. Agni, learned Senior Advocate along with Ms. M. Kavlekar for the Appellants and Mr. P. Sawant, learned counsel for the Respondent.

2. The learned counsel for the parties hand in the 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 Appellants as well as the Power of Attorney for the Respondent. The Appellant No.1 Mr. Mohan Nair is present in the Court and he says that he along with his children have signed the consent terms after understanding the true scope and import. He states that the consent terms reflect quite correctly the agreement between the parties. Similarly, Mr. Ryan Valles, attorney

for the Respondent is also present in the Court. He states that he has necessary authority to sign these terms and further these terms have been signed after understanding the scope and import thereof. He states that these terms have been signed on the instructions of Mr. Allen Valles, the Respondent who has also been explained the scope and import thereof.

4. On perusal of the consent terms, it appears that the same are reasonable and there is no good reason not to accept the same. Accordingly, the consent terms are accepted and the Second Appeal No.80 of 2010 is disposed of in terms of the said consent terms. The undertakings given by the respective parties are accepted as undertakings to this Court.

5. Considering what is set out in paragraphs 2 and 3 of the consent terms, the registry to permit the Appellants to withdraw the amount of ₹1,63,500/- together with interest, if any, that may have accrued on this amount, upon the Appellants filing an application for withdrawal of amount.

6. The appeal is disposed of in the aforesaid terms.

7. The Misc. Civil Applications, if any, do not survive and are also disposed of in the same terms.

M. S. SONAK, J

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