

Santosh

IN THE HIGH COURT OF BOMBAY AT GOA
WRIT PETITION NO.244 OF 2021

Mr. Rahul Sanjot Padgaonkar,
S/o Late Sanjot Padgaonkar,
Aged 19 years Student, Unmarried,
Indian National, R/o B-29/20,
Sanman Co-op Hsg Society, Best Colony,
Goregaon West, Mumbai 104

..... Petitioner.

Versus

1) The Executive Engineer,
Works Division VI (Roads South) Public
Works Department, Fatorda, Margao
Goa 403602

2) The Director of Administration,
Public Works Department,
Altinho, Panaji Goa 403001

3) Directorate of Accounts, Panaji, Goa
403001

4) State of Goa Through Chief Secretary,
Secretariat, Porvorim, Goa.

5) Mrs. Sunita B. Padgaonkar, wife of
late B Padgaonkar,
r/o. H.No.1029, B, Premiero Bairro,
St. Cruz, Calapur, Tiswadi, Goa 403005.

..... Respondents.

Mr. Parimal Suresh Redkar, Advocate for the Petitioner.

Mr. Arun Talaulikar, Additional Government Advocate for Respondents No.1 to 4.

Mr. Prasad Sutar, Advocate for Respondent No.5.

**CORAM : M. S. SONAK &
R. N. LADDHA, JJ.**

DATE : 13th July 2022

ORDER :

1. Heard. Rule. The rule is made returnable immediately at the request of and with the consent of the learned Counsel for the parties.

2. Sanjot Padgaonkar was a Government Servant (Head Clerk in PWD) at the time of his demise on 16th March 2020. He had nominated his mother-Sunita Padgaonkar (R.5) for receipt of Gratuity, pension, provident fund, and other retiral benefits. The State (R.1 to R.4) has no difficulties whatsoever regarding the nomination made by the late Sanjot Padgaonkar. Mr. Arun Talaulikar learned Additional Govt. Advocate affirms this position.

3. The Petitioner-Rahul is the son of the late Sanjot Padgaonkar. By instituting this Petition, Rahul claims the

retiral benefits should be paid to him, excluding his grandmother Sunita (R.5).

4. Fortunately, the Petitioner and his grandmother have sorted out their differences amicably during the pendency of this Petition.

5. The learned Counsel for the Petitioner and R.5 have today tendered consent terms. In addition, to the consent terms are appended affidavits and verifications by Rahul (Petitioner) and Sunita (R.5). These terms, along with the affidavits and verifications, are taken on record and marked as "X" for identification.

6. The consent terms, after the recitals in paragraphs 1 to 5, in paragraph 6, set out the terms and conditions by which Rahul and Sunita have settled the dispute between themselves amicably. Paragraph 6 of the consent terms read as follows :

"6. The parties herein state that having reconciled their differences and in greater interest of each other wellbeing and family values, the petitioner and respondent no.5 have mutually resolved to settle the dispute amicably on such terms and conditions as more specifically set out herein under:

a) The Parties herein state that mutually resolve that the amount of Rs.19,04,260/- (Nineteen

Lakhs Four Thousand Two Hundred and Sixty Only) has received under the head of Gratuity upon death, by the respondent no.5, shall be utilized entirely by the respondent no.5 towards the satisfaction of the outstanding dues and debts of late Mr. Sanjot Padgonkar. That Petitioner shall not stake any claim towards the gratuity amount mentioned herein.

b) The Parties herein mutually resolve that the amount of Rs.19,972/- (Nineteen Thousand Nine hundred and Seventy-Two Only) as receivable under the head of family pension shall be received by the respondent no.5 in her State bank of India, Account holder name: Mrs. Padgaonkar Sunita B, having account bearing number: 10294354969, Panaji Secretariat (Goa) Branch. That Petitioner shall not stake any claim towards the amount payable towards family pension as mentioned herein.

c) The Parties herein mutually resolve that the amount as receivable against the remainder of the retiral/death benefits, including but not limited to unpaid leave encashment, provident fund, retiral benefits/dues/ allowances, life insurance, etc, as due after the death of late Mr. Sanjot Padgaonkar shall be received by the respondent no.5 in her State bank of India, Account holder name: Mrs. Padgaonkar Sunita B, having account bearing number: 10294354969, Panaji Secretariat (Goa) Branch. That any and all amount as mentioned in the present paragraph, upon receipt, shall be divided

equally and proportionately in a 50:50 ratio by and between the Petitioner and the respondent no.5. That Respondent No.5 undertakes to transfer the agreed upon amount as payable to the Petitioner in his Union Bank of India, Account holder name: Mr. Rahul Donna Mayekar, having account bearing no.582902010010587, IFSC code: UBIN0558290, Charkop (Mumbai) branch, within a period of 15 days from the date of receipt of any and such amount from the respondent no.1 to 3 towards retiral/death benefits of Mr. Sanjot Padgaonkar.

d) The Parties herein state that the present consent terms shall be construed as amicable settlement of all the pending disputes/claims of the parties in respect of retiral/pensionary/death benefits of late Mr. Sanjot Padgaonkar. That in light of the settlement as arrived upon herein, the present Petition shall stand disposed by filing consent terms.

e) The Parties herein state that having due consideration to family values and to maintain cordial family bond, the parties herein shall make an active endeavor to develop a working relationship amongst themselves in the coming future and shall cooperate with each other to do all such acts and deeds as necessary and required in terms of law of succession for derivation of inheritance of late Mr. Sanjot Padgaonkar."

7. Rahul and Sunita have signed the consent terms. Rahul

and Sunita have also signed the affidavits and verifications after Advocate Parimal Redkar identified them.

8. At one stage, we were inclined to require the presence of Sunita, who is reported to be 74 years old, in the Court to ascertain whether she had indeed signed these terms after understanding their full scope and import. However, the learned Counsel for Rahul and Sunita assured the Court that the terms and the affidavits had been signed in their presence and after they had explained the scope and import of such terms to the said two parties.

9. Nevertheless, we deputed the Legal Assistant of the Goa State Legal Services Authority (GSLSA) to accompany the two Advocates to Sunita's house at St. Cruz and ascertain whether Sunita had indeed signed the consent terms and the affidavit after she was explained the contents and without any undue pressure from any sources.

10. Accordingly, Advocate Sitaram Joshi, Legal Assistant from the GSLSA, visited Sunita's house at St. Cruz along with the Advocates and has filed a report, which is taken on record and marked "Y" for identification.

11. Advocate Sitaram Joshi, in his report, has stated the

following :

"REPORT"

The undersigned as per direction of Hon'ble Division Bench visited and met the Respondent No.5 Sunita Padgaonkar at St. Cruz and verified from her whether the consent terms were read over to her and whether she had signed the same willingly.

The signature on the consent terms (copy) was shown to her and the terms were read over to her in the language understood by her that is Konkani. Respondent No. 5 then confirmed that everything was explained to her and she had signed the same without any pressure.

Sd/-

*(Advocate Sitaram Joshi)
Legal Assistant, GSLSA"*

12. On perusing the consent terms, we find that R.5 has been granted an amount of ₹19,04,260/- by the Government in pursuance of her nomination by late Sanjot Padgaonkar. Accordingly, the parties have resolved that she shall receive the said amount in her State Bank of India account No. 10294354969, Panaji Secretariat (Goa) Branch.

13. The parties have agreed that the remainder of all the retiral/ death benefits listed in paragraph 6(c) of the consent terms can be received in Sunita's name. But, they will be shared by Sunita with Rahul in the ratio of 50:50. Sunita has

undertaken to transfer 50 percent of such amount to Rahul's bank account in Union Bank of India as specified in Clause 6(c) of the consent terms.

14. The consent terms appear to be quite fair and just. So this does not appear to be a case where Rahul has taken undue advantage. The interests of both parties are accounted for.

15. Therefore, we dispose of this Petition by accepting the above consent terms and directing the Petitioner and R.5 to act in accord with the consent terms.

16. Respondents No.1 to 4 are directed to release the retiral/death benefits to R.5 on account of the death of her son Sanjot Padgaonkar. This direction is issued because Sunita (R.5) is the nominee in Government records. Mr. Talaulikar has made it clear that the State Authorities will have no difficulties releasing such amounts to R.5. This exercise should be completed within a maximum of 4 weeks.

17. After that, it is for R.5 to comply with the consent terms and effect the transfers in favor of the Petitioner, consistent with Clause 6(c) of the consent terms. Even this shall be done at the earliest.

- 18.** The rule is made absolute in the above terms.
- 19.** There shall be no order for costs.
- 20.** All concerned to act on an authenticated copy of this order.

R.N. LADDHA, J.

MAHESH S. SONAK, J.