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IN THE HIGH COURT OF BOMBAY AT GOA

**SECOND APPEAL NO. 17 OF 2025
WITH
CIVIL APPLICATION NO. 46 OF 2025
IN
SECOND APPEAL NO. 17 OF 2025**

MARIANO D SOUZA ... APPELLANT
VS
CAMILO FERNANDES D
SOUZA AND 4 ORS. ... RESPONDENTS

Ms. Bavina Kukalekar, Advocate for the Appellant.

Ms. Y. Mandrekar, Advocate for Respondent Nos. 1 and 2.

CORAM:-NIVEDITA P. MEHTA, J.

DATED :-12th September 2025

P.C.

1. This Court had already recorded that the parties have settled the matter amicably. However, the Consent Terms, which came to be filed, are tendered today in Second Appeal No. 17 of 2025.

2. The Consent Terms are reproduced below:

CONSENT TERMS

“The Appellant and Respondents have now decided to amicably settle the dispute between them and as such, have recorded the said settlement in the following terms:

1. That Appellant i.e Mr. Mariano Antonio

D'souza and his children i.e Respondent no. 3, 4 and 5 and Respondent no. 1 and 2 Mr. Camilo Antonio Fernandes D'souza and Mrs. Argentina Natalina Flora Travasso D'Souza have mutually agreed that Appellant shall withdraw the suit filed by him against the Respondent no. 1 and 2 before the Civil Judge Junior Division at Panaji, Goa bearing Regular Civil Suit No. 51/2016/C, and gave up of all his claims made therein.

2. That Appellant i.e Mr. Mariano Antonio D'souza and his children i.e Respondent no. 3, 4 and 5 and Respondent no. 1 and 2 Mr. Camilo Antonio Fernandes D'souza and Mrs. Argentina Natalina Flora Travasso D'Souza mutually agree and declare that the property bearing survey no. 133/1-A along with the house thereon situated at Taleigao, Tiswadi, Goa admeasuring 300 sq.mtrs, which has been gifted to the Respondent nos. 1 and 2 vide Gift deed executed on 04.08.1998 in the Office of the Sub-Registrar at Ilhas, Panaji, Goa, registered under no. 758 of volume no. 676 of Book No. I, Pages 561 to 580, by Late Rosario Antonio D'souza is and shall always will be the exclusive property of the respondents 1 and 2 and they are and shall always be the sole and absolute owners thereof, and the appellant or his children Respondent no. 3, 4 and 5 shall not have any claim, or rights any right thereto or interest therein and the Respondent no. 1 and 2 as such sole owners shall be entitled to deal with or dispose off or mortgage the same in the manner deemed proper by them. The Gift Deed dated

04.08.1998 will thus always be considered valid and effective and no party shall dispute or challenge the same in any manner at any time.

3. The parties agree and declare that the will dated 23.10.2007 executed on 23.10.2007 in the Office of Registrar at Valpoi and drawn in Book No. 5 at page 73V dated 23.10.2007 by Rosario Antonio D'souza is valid and the bequests made therein are effective and valid for all purposes.

4. The parties have mutually agreed that the Respondents 1 and 2 shall withdraw the civil suit bearing Special Civil Suit no.16/2014/A filed before the Civil Judge Senior Division at Bicholim, Goa as against the Appellant and Respondent no. 3 to 5 and the sale deed executed by the appellant and respondent nos. 3 to 5 in the favour of Manuel Ivano Sequeira and Smt. Dorothy Sequeira dated 30.08.2011 is valid for all legal purposes.

5. The parties have mutually agreed that the suit property i.e Plot C-1, bearing survey no. 7/1-A admeasuring 15280 sq.mtrs situated at Birondem, Sattari, Goa will belong to the Appellant and his children Respondent no. 3 to 5 as the exclusive owners of the same, as the Respondent no. 1 and 2 hereby relinquishes their right towards the said property and that they or upon their death their legal heirs/descendants shall have no right nor any claim to the said property in lieu of the consideration of money agreed to be paid to them as hereinafter set out,

provided the same money is paid to them within the time and as agreed.

6. The parties hereby mutually agree that the impugned Judgment and decree dated 27.05.2024 passed by the District Judge-I, North Goa at Mapusa in Regular Civil Appeal No. 121/2017 be quashed and set aside in terms of the Consent Decree passed on these Consent Terms.

7. In lieu of Relinquishment of their claim to the property bearing Plot C-1 bearing Survey No. 7/1-A admeasuring 15280 sq. mtrs situated at Birondem, Sattari, Goa appellant no. 1 and his children Respondent no. 3 to 5 shall jointly and/or severally pay to the Respondent nos. 1 and 2 a sum of Rs. Twelve lakhs (Rupees 12,00,000/-) as full and final settlement. The Appellant has paid a sum of Rs. Six lakhs only (Rupees 6,00,000/-) vide cheque no. 029562 dated 12.09.2025 drawn on Union Bank at the time of signing of these terms and the balance amount i.e Rs. Six lakhs (Rupees 6,00,000/-) will be paid by the appellant within one year from the date of passing the consent decree to be passed and in case of any delay pay interest on balance at 24% per annum and the same Shall remain a charge on the said plot no. C-1 till full payment provided that in no case the delay shall be for more than six months of the agreed period. Further, the Decree to be made pursuant to these consent terms shall be executable by any party thereto.

8. The parties pray that this Hon. Court be

pleased to pass a decree in terms of these consent terms.”

3. All the parties are personally present before the Court and have also signed the Consent Terms. The parties have also informed the Court that they have amicably settled the dispute among themselves and have filed the Consent Terms.
4. The present Appeal along with Civil Application No. 46 of 2025 stand disposed of in terms of the Consent Terms.
5. In terms of the Consent Terms, Decree to be drawn accordingly.

NIVEDITA P. MEHTA, J.