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IN THE HIGH COURT OF BOMBAY AT GOA

APPEAL FROM ORDER NO. 49 OF 2026
WITH
CIVIL APPLICATION NO. 120 OF 2026

1) Mr. Raymond Medeira,
S/o Late Augustine Medeira,
Aged 58 years, Indian National,
Married, Retired.

2) Mrs. Aruna Madeira,
W/o Mr. Raymond Medeira,
Aged 63 years, Indian National,
Married, Housewife,
Both R/o H. No. 410,
Rafeal Pereira Road, Margao,
Salcete, Goa 403601. **… Appellants**

Versus

1) Constance Anthony Francis Medeira
(Deceased)
S/o Late Augustine Medeira,
R/o H. No. B-209, Dongorwadi,
Mapa, Panchwadi, Curchorem,
Goa 403706.

2) Isabel Costa,
Major in age,
W/o Late Constance Anthony Francis
Medeira,
R/o H. No. B-209, Dongorwadi,
Mapa, Panchwadi, Curchorem,

Goa 403706.

3) Mrs. Neha Kishor alias Aline Medeira,
Major in age,
R/o Flat No. 102, Padham Apartments,
Sarvodaya Parshwanath Nagar,
Mulund W, Mumbai 400 080.

4) Mr. Kishor Naik,
R/o Flat No. 102, Padham Apartments,
Sarvodaya Parshwanath Nagar,
Mulund W, Mumbai 400 080. **…Respondents**

Mr. Vishnuprasad Lawande with Mr. Parimal Redkar and Ms. Smita Gawas, Advocates for the Appellants.

Mr. Vinoj Daniel with Mr. Nachiket Naik, Advocates for Respondent Nos. 2, 3 and 4.

CORAM : VALMIKI MENEZES, J.

DATED : 16TH OCTOBER, 2026

ORDER:

1. This Appeal assails the order dated 01.07.2024 passed on Exhibit 31 filed by the Interested Party Nos. 5 and 6, who are Respondent Nos. 3 and 4 in this Appeal. The Appellant herein is the Head of Family (HOF) in Special Inventory Proceeding No. 9/2018/A, in which the impugned order was passed.

2. When the HOF filed the List of Assets, which included what the HOF considered debts to be recovered from the estate of Augustin Madeira and Bertha Maria Madeira, he included therein certain amounts which he claims that he had expended towards the estate of the estate leaver. Amongst these were the three heads of expenditure. The first was towards legal fees of four Advocates, who had appeared for the HOF and other Interested Parties to recover possession of the house belonging to the estate leavers, which bears House No. 410 and was situated in the city of Margao. This proceeding ended in the eviction of a tenant/occupant of the suit house, and the suit house was recovered somewhere in the year 2017, immediately prior to the filing of the Inventory Proceeding.

3. The second head of expenditure was towards providing security for the house which was listed as an asset for allotment in the Inventory Proceeding, and the claim made towards arrangement of security which was in the amount of Rs. 2,20,000/- (Rupees Two Lakhs Twenty Thousand only), comprising of two bills of Rs. 1,10,000/- (Rupees One Lakh Ten Thousand only) each. The third head of the expenditure claimed by HOF/Appellant herein was towards renovation and maintenance of the said house and the amount claimed for the same as a debt to the estate was Rs. 93,64,000/- (Rupees Ninety Three Lakhs Sixty Four Thousand only).

4. The Inventory Court heard the objections of Interested Parties Nos. 4 and 5 and partly allowed the objections. Insofar as it has upheld the objections to the extent that it has disallowed the Appellant's claim to the amount of Rs. 93,64,000/- (Rupees Ninety Three Lakhs Sixty Four Thousand only) towards what the HOF refers to as maintenance of the house. It has granted the HOF the claim towards legal expenditure in the amount of Rs. 3,86,000/- (Rupees Three Lakhs Eighty Six Thousand only), holding that based on the bills/receipts produced by the HOF from the Advocates, expenditure was incurred on the litigation to recover the possession of the suit house from the tenant.

5. Insofar as the claim of expenditure of Rs. 2,40,000/- (Rupees Two Lakhs Forty Thousand only) towards security, which is listed under Item No. 4 of the List of Assets, the Inventory Court has directed, based upon the receipts produced by the HOF, i.e. the summary inquiry be held to ascertain whether such expenditure was in fact incurred. Whilst directing so, the Inventory Court has held that there is prima facie evidence produced to justify the summary inquiry. The Trial Court has, however, entirely rejected the claim of the HOF for the amounts spent on maintenance and works carried out at the House bearing No. 410. The Trial Court has rejected this claim, and turned down the plea of the HOF for holding the summary

inquiry mainly after accepting two contentions. The first was that the HOF has not produced any documentary material to even prima facie satisfy the Court that he has spent these amounts on the maintenance of the house, and the second was that there was no consent obtained from the other Interested Parties/co-owners prior to carrying out these works of the house which, according to the Trial Court, was after the eviction of the tenant.

6. After hearing the rival contentions of the parties, the point that falls for determination before me is whether the Trial Court has committed any error in arriving at the conclusions that no prima facie case was made out at all for holding a summary inquiry on the claims towards expenses for maintenance of the house.

7. At the outset, I must take note of the fact that the HOF produced a bill bearing No. 334 dated 30.06.2018 which details out 11 heads of expenditure claimed by the Appellant. This bill is purportedly issued by an Interior Decorator, which specifies various works carried out, which include masonry work, roofing work, tiling work, plumbing work, grill fabrication amongst various other expenditures. Prima facie therefore, there is some material before the Trial Court to demonstrate that the claim made by the HOF is not without basis.

8. However, what seems to have impressed the Trial Court was the objections of the Respondents that their consent had not been taken for the expenditure, part of which, according to the Respondents, was towards works which were not at all required for the basic upkeep of the house.

9. After considering the provisions of Sub Section 5 of Section 400 of the Goa Succession, Special Notaries and Inventory Proceeding Act, 2012 and paragraph Nos. 10 and 11 of the impugned order, the conclusion arrived at by the Trial Court that there is no prima facie material before the Trial Court to justify the summary inquiry into the claim of the HOF towards the expenditure on the house is contrary to the record and must be held to be perverse. Prima facie, on examining the bill bearing No. 334 dated 30.06.2018 produced by the HOF, there is enough of material to hold that a summary inquiry was justified. At this stage, of course, the Court is not required to conclude whether all or any of the heads under which the expenditure on the house was claimed are to be granted, or whether the expenditure was justified as basic upkeep/basic maintenance to keep the house in a habitable condition. No doubt, there may be expenditure incurred by the HOF, which is far beyond what might be required for basic upkeep of the house. This essentially would be a matter of evidence, which could be decided after the summary inquiry is held.

10. In my opinion also, the fact that the consent was not taken from all co-owners or an application made to the Court before the expenditure was incurred, could not by itself disentitle the HOF to the expenditure claimed. The expenditure would have to be proved by leading evidence either by examining the contractor or such other Engineer or technically qualified person to ascertain the quantum of expenditure that would be required for the basic upkeep of the house.

11. The principle that a co-owner who spent amounts on maintenance of a common asset would be entitled to recovery of these amounts provided they are reasonable, has been expounded in various Judgments. The Judgment of the Andhra Pradesh High Court in ***Chinni Veeraiah Chetty v/s Morisetti Lakshmikantamma and Ors.[1],*** which is cited by the Appellants, has very lucidly recorded this principle:

> *5. That case was one of a co-owner effecting improvements to a joint property and not one where he effected necessary repairs as in the present case. Similar is the view taken in Abdul Sattar v. Zahoor AIR 1962 Pat 300 at p. 301 wherein it was observed:*
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> *"Where a person has expended money upon a joint property and a time comes to partition it, it is*

[1] *1964 SCC OnLine AP 40*

reasonable and right to endeavour to give him such an allotment as may enable him to reap the advantage of what he has expended upon improvements. It is not the prima facie right of such a co-owner expending money to improve the whole or a greater portion of the joint land to have in one way or another recouped to him by his co-owners the value of the improvements which they get in the shares which are allotted to them. In a case where the improvements have been made by a co-owner at his own will though not improperly the Court will not endeavour to make sure that the owner, who has improved the property, will get every penny to himself of the advantage which his money has created. If one joint owner covers the whole of the common property with valuable Improvements so that it is impossible for his co-owner to obtain his share of the property without including a part of the improvements so made, the joint owner making the improvements would not be entitled to compensation therefor, notwithstanding they may have added greatly to the value of the land; because it would be the improver's own folly to extend his own improvements over the whole joint property and because it would be unjust to permit a co-owner at his pleasure to charge another co-owner with improvements he may not have desired. In such a case, the improver stands as a mere volunteer and cannot, without the consent of his co-owner, lay the foundation for charging him with improvements.

> *Prima facie, such a owner will be given an allotment, so far as is possible, that may enable him to keep the advantage of his improvements. But it requires a special case and "a very strong case for a Court to go any further than that."*

12. The Judgment further reiterates the proposition that the co-owner who has expended the amount towards maintenance would be entitle to the expenditure proportionate to his share in the common property, as has been stated above.

13. Consequently, therefore, I partly allow them and quash and set aside the impugned order dated 01.07.0224 to the extent that it rejects the claim of the Appellant towards maintenance of the house in the amount of Rs. 93,64,000/- (Rupees Ninety Three Lakhs Sixty Four Thousand only) in its entirety without conducting any summary inquiry. As a consequence, the Inventory Court shall, in addition to the inquiry ordered to be conducted by it on the issue framed at para 17 of the impugned order (on the claim of expenditure towards security) shall also conduct a summary inquiry on the issue whether the HOF proves that he has spent an amount of Rs. 93,64,000/- (Rupees Ninety Three Lakhs Sixty Four Thousand only) towards the maintenance of the house bearing No. 410, and if such expenditure is proved, whether the HOF is entitled to all or only part of it as basic upkeep of the said house. The inquiry shall

proceed on both these issues simultaneously. The Inventory Court shall complete the inquiry on these issues preferably within six months from passing of this order.

14. It is clarified that this Judgment is passed purely on the considerations on Section 400(5) of the Act and there is no opinion expressed on the entitlement or disentitlement of the parties based on the claim or the objections filed by them. All these questions are left open for the Inventory Court to decide on their own merits and after recording of the evidence.

15. The Appeal is allowed to the above extent. No costs.

VALMIKI MENEZES, J.