



Suzana

IN THE HIGH COURT OF BOMBAY AT GOA

**FIRST APPEAL NO.13 OF 2026
WITH
CIVIL APPLICATION NO.32 OF 2026, MISC.CIVIL
APPLICATION NO.291 OF 2025**

FIRST APPEAL NO.13 OF 2026

LA CALYPSO HOTELS PVT. LTD., THR.
ITS MANAGING DIRECTOR KAUSHAL
KHANNA ... APPELLANT

Versus

MODISTA RESORTWEAR REP. BY THEIR
PARTNER SHANKAR IYER ... RESPONDENT

**WITH
CIVIL APPLICATION NO.32 OF 2026
IN**

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MODISTA RESORTWEAR REP. BY THEIR
PARTNER SHANKAR IYER ... RESPONDENT

**WITH
MISC.CIVIL APPLICATION NO.291 OF 2025
IN**

FIRST APPEAL NO.13 OF 2026

MODISTA RESORTWEAR REP. BY THEIR
PARTNER SHANKAR IYER ... APPLICANT

Versus

LA CALYPSO HOTELS PVT. LTD., THR.
ITS MANAGING DIRECTOR KAUSHAL
KHANNA ... RESPONDENT

Mr. Dhaval D. Zaveri, Advocate and Mr. Harshal Desai,
Advocate for the Appellant.

Mr. Ajit R. Kantak, Advocate and Mr. Raunak A. Kantak,
Advocate for the Respondent.

Mr. Naman Kaushal Khanna, Director of Appellant Company.

Mr. Shankar Iyer and Mrs. Geeta Iyer, Partners of Respondent
Company.

CORAM:- VALMIKI MENEZES, J.

DATED :- 2nd April, 2026

ORAL ORDER:

1. Registry to waive office objections and register the First Appeal and Civil Application.
2. The parties have filed Consent Terms which are taken on record and marked 'X' for identification. The Appellant has deposited in the Registry of this Court the entire decretal amount of Rs.1,07,46,000/- (Rupees One Crore Seven Lakhs Forty Six Thousand only) under Orders dated 05.07.2024 and 02.12.2024 in Civil Application No.32 of 2026.
3. Under the Consent Terms, it has been agreed that the Respondents which is a Partnership Firm, represented by the two Partners who have signed these Terms, would be paid an amount of Rs. 1,00,00,000/- (Rupees One Crore) out of the deposited amount, as full and final settlement of their claim for recovery of money filed in Special Civil Suit No.98/2009/A in which, the Decree passed has been challenged before me. The balance amount of Rs.7,46,000/- (Rupees Seven Lakhs Forty Six Thousand only) together with the entire interest accrued on the total deposited amount of Rs.1,07,46,000/- (Rupees One Crore Seven Lakhs Forty Six Thousand only) shall be paid to the Appellant, who is represented by its Director, Mr. Naman Kaushal

Khanna, in the bank of the Appellant.

4. The Consent Terms have been signed on behalf of the Appellant by Mr. Naman Kaushal Khanna, Director of the Company, who is authorised by Resolution of the Board, which is placed on record. The Partners of the Respondents M/s. Modista Resortwear, Mr Shankar Iyer and Mrs. Geetha Iyer, who are present before me have also signed the Terms. The parties to the Consent Terms have acknowledged their signatures and the contents of the Consent Terms. The Consent Terms are also countersigned by the respective Advocates for the parties.

5. On going through the Consent Terms, they appear to be fair to the interest of both the parties. The parties have stated that the Terms have been signed of their free will and without any coercion.

6. Consequently, the Appeal shall stand decreed in terms of the Consent Terms taken on record. The Decree of the trial Court shall stand modified in terms of the Consent Terms. The Registry to draw up the Decree accordingly.

7. Within 15 days of such Decree being drawn up, the Registry shall transfer the amount due to the respective parties as stated in paragraph 2 of this Order, to their account, the details of which are stated in paragraphs 2 and 3 of the Consent Terms.

8. Ordered accordingly.

9. The Civil Application No.32 of 2026 and Miscellaneous Civil Application No.291 of 2025 also stand disposed of.

VALMIKI MENEZES, J.