



dhi

**IN THE HIGH COURT OF BOMBAY AT GOA.**

**SECOND APPEAL NO. 11 OF 2026**

LINDO FURTADO AND  
3 OTHERS

**~ VERSUS ~**

MARIAMMA PHILIP AND ANR.

...**APPELLANTS**

...**RESPONDENTS**

**APPEARANCES:**

**for the Appellants.**

Mr. Vishal Sawant.

**For the Respondents.**

Ms. Apeksha Kalokhe.

**CORAM : AMIT S. JAMSANDEKAR, J.**

**DATED : 08<sup>th</sup> May 2026.**

**ORDER**

1. Heard learned counsel appearing for the Appellants.
2. On 24.04.2026, the appeal was admitted by framing Substantial Questions of Law. The Appeal was listed today for a final hearing. However, today, the learned counsel for the Appellants submitted that in view of very narrow disputes between the parties, the matter can be disposed. The Appellants shall pay the disputed dues to the Society.

3. Accordingly, the Appellants have already drawn a cheque in the name of the Registrar, High Court of Bombay at Goa for Rs.2,53,096/- (Rupees Two Lakhs Fifty Three Thousand and Ninety Six Only).

4. It is submitted by the learned counsel that in view thereof, the Respondents should execute the Sale Deed within a period of 30 days in view of the fact that the Respondents have already received the agreed consideration and the Respondents have given possession of the flats to the Appellants.

5. In view thereof, the Registrar is directed to accept the Cheque No. 070297 drawn in the name of the Registrar, High Court of Bombay at Goa.

6. The Registrar shall directly pay the sum of Rs.2,53,296/-(Rupees Two Lakhs Fifty Three Thousand and Ninety Six Only) to Sonali Apartments Flat Owners Welfare Association, Tonca, Caranzalem, Goa, 403002. The Appellant shall forthwith provide bank details of Sonali Apartments Flat Owners Welfare Association to the Registrar, High Court of Bombay at Goa.

7. In view thereof, the entire liability of the Appellants towards the Society's dues is cleared.

8. The Appellants undertake that apart from Rs. 2,53,096/-(Rupees Two Lakhs Fifty Three Thousand and Ninety Six Only), if there are any additional maintenance dues in respect of the Flat of the Society, the same

shall be directly paid to the Society and the Respondents shall not be liable, in any manner, directly or indirectly, in respect of any of the dues of the Society after 1998. The undertaking of the Appellants is accepted as an undertaking given to this Court. If there are any rights of the Appellants against the Society- Sonali Apartments Flat Owners Welfare Association, Tonca, Caranzalem, Goa, then the same are not covered by the present order, and the same shall be decided by the competent Court/Authority on its own merits and in accordance with law.

9. In view thereof, the Respondents shall execute a Deed of Sale in favour of the Appellants within a period of 30 days from today. The agreed draft of the Deed of Sale is taken on record and marked as 'X' for identification. The Deed of Sale shall be executed by the Appellants and the Respondents in terms of the draft which is marked 'X' for identification.

10. If the Respondents fails and neglects to execute the Deed of Sale in terms of the agreed draft which is marked 'X' for identification then the Superintendent of Civil Judge Senior Division at, Mercers-Goa, is ordered and directed to execute the Deed of Sale in favour of the Appellants in terms of draft which is marked 'X' for the purpose of identification. In such a case, liberty to make necessary changes/amendments to incorporate the name of the Superintendent of the Civil Judge Senior Division Court

at Mercedes-Goa, if required and the consequential amendment in the draft Deed of Sale for the purpose of effective execution thereof.

**11. The Second Appeal is disposed of in the above Consent Terms.**

12. The decree to be drawn in the term of the Consent Terms.

**[AMIT S. JAMSANDEKAR, J.]**