



Shakuntala

IN THE HIGH COURT OF BOMBAY AT GOA**SECOND APPEAL NO. 33 OF 2026**

1. M/s Alfredo M. Cotta and Associates, a proprietary firm managed by Mr. Alfredo M. Cotta, aged 64 years, married, Businessman, Portuguese National, having office at 1st Floor, Beach Plaza,[Annexee] Nomoxim, P.O. Caramzalem, Tiswadi, Goa — 403 002.
RERA No. PRGOO6 180509

2. Alfredo M. Cotta, aged 64 years, Businessman, married, Portuguese National, having office at 1st Floor, Beach Plaza, [Annexee] Nomoxim, P.O. Caramzalem, Tiswadi, Goa — 403 002.

.....APPELLANTS

Versus

1. Mrs. Filomena Fernandes, 45 years, married, wife of Mr. Nicolau Geraldo Fernandes, Indian National, housewife, resident of house no. 611/1, St. Anthony Waddo, Guirim, Mapusa, Bardez, Goa — 403 507

2. Mr. Nicolau Geraldo Fernandes, Son of Peter Fernandes, 46 years, Indian National, Married, resident of house no. 6111/1,

St. Anthony Waddo, Guirim,
Mapusa, Bardez, Goa — 403 507

3. M/s V.P.K. Urban Coop Credit Society, through its Taleigao Branch, Rajdeep Apartments, Amaraiwado, Taleigao, Tiswadi, Goa — 403 404	}	Deleted as per Order dated 09.10.2025. RESPONDENTS
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Mr. Aldrin Monteiro, Advocate for the Appellants.

Mr. Bhupesh Prabhudesai, Advocate for Respondent Nos. 1 and 2.

CORAM:- AMIT S. JAMSANDEKAR,J.
DATED :- 18th April, 2026.

ORDER

1. Heard learned counsel Mr. Monteiro for the Appellants and learned counsel Mr. Bhupesh Prabhudessai, for the Respondents.
2. It is submitted by the Learned Counsel appearing for the appellants that the Second Appeal arises out of substantial questions of law narrated in paragraph 45 (a) to (e) of the memo of the appeal.
3. However, before framing substantial questions of law for consideration in the present appeal, the parties have agreed to settle the dispute amicably and have made a joint request to dispose of the present Second Appeal in terms of the agreed amicable terms between the parties.

4. The Respondents are personally present in the Court.
5. In the presence of the Respondents and on the instructions of the Appellant, the following order is passed by consent :-
 - i) The agreed draft of the sale deed is taken on record and marked as exhibit 'X' for the purpose of identification. The Sale Deed shall be executed on or before 30.06.2026 in terms of the draft marked as 'X'.
 - ii) The respondents accept the sum of Rs. 4,00,000/- (Rupees Four Lakhs only) as full and final settlement from the Appellants.
 - iii) The Appellants shall pay the sum of Rs.4,00,000/- (Rupees Four Lakhs only) in equal instalments of Rs.50,000/-(Rupees Fifty Thousand only) per month, starting from 01.05.2026. Each instalment of Rs.50,000/- (Rupees Fifty Thousand only) shall be paid by the Appellants to the Respondents on or before the 5th day of every month.
6. The Respondents makes a statement that there are no other claims against the Appellant and all the disputes and differences between the parties have now been resolved in terms of Clauses (i) to

(iii) of paragraph 5 above. The statement of the Respondents is accepted as an undertaking to this Court.

7. The amicable settlement has been arrived at due to the efforts and skill of Mr. Gaurish Agni, who was appointed as Mediator to resolve the dispute between the parties.

8. The Appellants and Respondents agree to pay a sum of Rs.10,000/-(Rupees Ten Thousand only), which is to be equally divided between the Appellants and the Respondents to Mr. Agni within a period of one week from today.

9. **The present Second Appeal is disposed of in the above terms.**

AMIT S. JAMSANDEKAR, J.