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IN THE HIGH COURT OF BOMBAY AT GOA

MISC. CIVIL APPL. NO. 246 OF 2026

IN

WRIT PETITION NO. 44 OF 2026

JOSEPH SYLVESTOR CARNEIRO

AND 2 ORS

... APPLICANTS

Versus

THE STATE OF GOA THR. ITS

CHIEF SECRETARY AND 6 ORS.

... RESPONDENTS

Mr. Nigel Da Costa Frias with Mr. Shane Coutinho, Mr. Vineet Surlakar and Ms. Maria Fernandes, Advocates for the Applicants.

Mr. Somnath Karpe with Mr. Anand Shirodkar, Advocate for Respondent Nos. 6 and 7.

Mr. Devidas Pangam, Advocate General with Mr. Shubham Priolkar, Additional Government Advocate for the State.

Mr. J. P. Mulgaonkar, Senior Advocate with Ms. Shweta Parulekar, Advocate for Respondent No. 2.

Mr. Gaurang Panandikar with Ms. Neha Shirodkar, Advocates for Respondent Nos. 4 and 5.

CORAM:- VALMIKI MENEZES &

AMIT S. JAMSANDEKAR, JJ.

DATED :- 4TH MAY, 2026

PC.:

1. Two directions sought in this application are the following:
 - (a) To direct Respondent No.5 to give a No Objection Certificate (NOC)/ No Dues Certificate stating that no amounts are due and payable by Respondent Nos. 3 to 5.
 - (b) If the direction to the Liquidator/Respondent No. 2 appointed to complete the Liquidation Proceedings of Respondent No. 3 to disburse the amount presently into its credit in favour of the Petitioners and other depositors in terms of law.
2. After hearing this petition, from the affidavit filed before us and the records produced before us, we note the following facts:
 - (a) The land on which the office building of Respondent No. 2 stands, which bears Chalta Nos. 2/1, 2/2 and 2/3 of P. T. Sheet No. 155, situated at Mapusa, Goa, was acquired for Respondent No. 2 and held under Acquisition Proceedings under Chapter VII of the Land Acquisition Act 1894. Pursuant to those Acquisition Proceedings in the year 1982, an agreement came to be signed between the Acquiring Department i.e. Government of Goa and Respondent No. 2, which is dated 20.05.1982. In terms of the various clauses of that Agreement read with Sections 41, 42 and 44A of the Act,

certain embargos have been placed on Respondent No. 2 dealing with the said land as if it was free bounded land; amongst these, Respondent No. 2 was permitted only to mortgage the land for raising funds for completion of its office building project and further there were specific conditions put in the agreement that the land could not be used for any other purpose other than the one specified for which the land was acquired.

(b) In addition, the Agreement also specified that the Government reserved its right for reversion of the land to itself on payment of a price, at the time of such reversion to be fixed by the Executive Engineer, Public Works Department (PWD) of the structure.

(c) The affidavit of the State reveals that the Executive Engineer, PWD has in fact valued the structure at site at Rs. 6,39,01,712/- (Rupees Six Crores Thiry Nine Lakhs One Thousand Seven Hundred and Twelve only) in the year 2024 and on this basis, the Government on its own has increased the value of the structure to Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) and has in fact transferred the said amount to Respondent No. 2 on 30.03.2026. This amount is now at the disposal of the Liquidator, to be applied in the Liquidation Proceedings to be disbursed to such creditors, whether secured or

unsecured or in the manner as may be prescribed by the Multistate Co-operative Act and the Rules framed thereunder.

3. In view of these facts, therefore, we are of the opinion that no restrictions or orders of restraint or injunctions can be issued by us against the Official Liquidator or Respondent No. 2 from allowing the land to be reverted back to the Government under the said Agreement.

4. Nevertheless, on considering these facts, we leave it open, considering the challenge raised in the petition, to the Petitioners throwing a challenge to the valuation/price offered by the Government for the said building for reverting the land back to itself. Leaving this challenge open, we deem it appropriate to direct the Liquidator appointed i.e. Respondent No. 3 to apply the amount of Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) deposited with it by the Government of Goa in accordance with the provisions of the Multi State Co-operative Act, to be disposed, disburse pro-rata or in such manner as provided in the Act to the unsecured depositors i.e. the Petitioners and other depositors or any other creditors who are in line and seeking such recovery. The Liquidator may place before us, by the next date of hearing the manner in which he has applied for funds of Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) available with him at that point.

5. Insofar as the prayer seeking a direction to Respondent No. 5 to issue No Dues Certificate, ongoing through the record, we deem it appropriate that the question would have to be decided along with the challenges raised in the petition. In the meantime, Respondent Nos.3 and 5 shall maintain the status quo insofar as repayment/refund of the amount of Rs. 28,00,00,000/- (Rupees Twenty Eight Crores only) deposited by Respondent No. 5 with Respondent No. 2 or for that matter even refund/transfer of Rs. 21,57,79,853.49/- (Rupees Twenty One Crores Fifty Seven Lakhs Seventy Nine Thousand Eight Hundred and Fifty Three and Forty Nine paisa only) as claimed by Respondent No. 5. This order of status quo shall continue and be in operation till further orders of this Court. Miscellaneous Civil Application No. 246/2026 stands disposed of.

6. Since we have disposed of this Miscellaneous Civil Application, we find no reason to come in the way of Respondent No. 2 i.e. Government of Goa and Official Liquidator, Respondent No.3, executing such document as may be required for the Government of Goa to have the property under Chalta Nos. 2/1, 2/2 and 2/3 of P. T. Sheet No. 155, situated at Mapusa, Goa, transferred back to itself.

AMIT S. JAMSANDEKAR, J. VALMIKI MENEZES, J.