

Amrut

**IN THE HIGH COURT OF BOMBAY AT GOA**  
**APPEAL FROM ORDER NO.62 OF 2019**  
**WITH**  
**CIVIL APPLICATION NO. 210 OF 2019**  
**IN**  
**APPEAL FROM ORDER NO.62 OF 2019**

TELMA QUITERIA MATILDES TORRADO  
MIRANDA AND 6 ORS.

..... Appellants

***Versus***

LACTANCIA TEODOLINDA LOURDES  
ROSA E MIRANDA AND 8 ORS.

..... Respondents

Mr A. D. Bhobe and Ms A. Fernandes, Advocates for the Appellants.  
Mr Parikshit Sawant, Advocate for the Respondents.

**CORAM: M. S. SONAK, J.**

**DATED: 25<sup>th</sup> APRIL 2024**

**P.C.:**

1. Heard Mr A. D. Bhobe, learned counsel for the Appellants and Mr P. Sawant, learned counsel for the Respondents.
2. The learned counsel hand in consent terms which are taken on record and marked "X" for identification.
3. The consent terms have been signed by all the Appellants. The Appellant Nos. 1, 2 and 7 are present in the Court. The Appellant Nos. 4, 5 and 6 have attended the Court proceedings virtually.

4. All the Appellants state that they have read and understood the scope of the consent terms and they have willingly signed them. They stated that they are agreeable to the terms and the appeal could be disposed of by accepting these consent terms.

5. The learned Advocate for the Appellants has identified the Appellants and their signatures on the consent terms.

6. The consent terms have also been signed by all the Respondents. The fourth Respondent -Mr Joao Xavier Carmo de Santana Torrado Miranda alias Joao Xavier Miranda, is present in the Court. He holds power of attorney for Respondent Nos.1, 5, 6, 7 and 10. The power of attorney is attached to the consent terms.

7. Respondent Nos.2, 3, 8 and 9 are not present. Mr Joao Xavier Carmo de Santana Torrado Miranda states that Respondent Nos.2 and 8 are his sisters and Respondent Nos.3 and 9 are his brother-in-laws. He states that they are today travelling and despite instructions, are unable to connect through V.C. He, however, assures the Court that they have signed these consent terms after understanding their full scope and import. He stated that according to these consent terms, even Respondent Nos.2 and 3 are going to be paid ₹45,00,000/- and Respondent Nos.8 and 9 are also going to be paid ₹45,00,000/- i.e. ₹45,00,000/- to Respondent Nos.2 and 3 jointly and the same amount to Respondent Nos.8 and 9 jointly.

8. As noted earlier, all the Respondents have signed the consent terms either themselves or through power of attorney Mr Joao Xavier Carmo de Santana Torrado Miranda.

9. The Advocate for the Respondents has also signed the consent terms and identified their signatures.

10. On perusing the consent terms, they appear to be fair and equitable. There is nothing in the consent terms which could be said to be opposed to public policy. The consent terms record that Mr Joao Xavier Carmo de Santana Torrado Miranda, one of the interested parties has agreed to pay the remaining parties their share of inheritance of ₹45,00,000/- as recorded in the consent terms in lieu of their share in the property which was subject matter of the Inventory Proceedings and the suit referred to in Para 9 of the consent terms.

11. The learned counsel for the parties state that these consent terms along with the order now being made will be placed before the Inventory Court so that the Inventory Court can also dispose of the Inventory Proceedings as per the consent terms. Liberty is granted for this purpose.

12. Accordingly, the consent terms are accepted and this appeal is disposed of as per the consent terms.

13. The statements of the fourth Respondent Mr Joao Xavier Carmo de Santana Torrado Miranda about payment to the other interested parties are accepted as undertakings to this Court and therefore, he will have to abide by such statements/undertakings.

14. This Court thanks all the parties and their counsel for sorting out their disputes amicably. These were disputes between the family members and therefore, this Court is much gratified that such disputes have been sorted out amicably.

15. The appeal is disposed of in the above terms.

16. Civil Application No.210 of 2019 does not survive the disposal of the appeal and the same is also disposed of accordingly.

**M. S. SONAK, J.**