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Decided on : 25.10.2024

Duration : Y M D
23 2 3

IN THE COURT OF THE CIVIL JUDGE, SENIOR DIVISION,
AT MARGAO, GOA.

(Before Mr. Carlo Santana da Silva, SCJ, Margao, Goa)

CNR: GASGo20001272001

Special Civil Suit no. 102/2001/A

1. Mrs. Hemlatabai Ravikant Darne
alias Hemalatabai Kamotim Timblo,
major in age, married, residing at
121, Summer Ville, 12th Floor,
Near Mahalaxmi Temple,
Bhulabhai Desai Road,
Mumbai – 400 026.

2. Dr. Ravikant Dattaram Darne,
son of Dattaram Darne, major in age,
married, residing at
121, Summer Ville, 12th Floor,
Near Mahalaxmi Temple,
Bhulabhai Desai Road,
Mumbai – 400 026,
(Through his Attorney the Plaintiff no. 1,
by virtue of the Power of Attorney dated 18.08.2001,
executed before the Notary N.R. Gupta,
at Mumbai).

... Plaintiffs.

versus

1. Mr. Prakash Gurudas Timblo,
son of Gurudas Timblo,
major in age, married,
residing at Timblo House,
Aquem Alto, Margao, Goa.
2. Smt. Deepa alias Lata Prakash Timblo,
major in age, married,
residing at Timblo House,
Aquem Alto, Margao, Goa.
3. Mrs. Radha alias Mina Satish Timblo,
major in age, widow of late Mr. Satish Timblo,
residing at 69, Near Dr. Prabhudessai Eye Hospital,

Aquem Alto, Margao, Goa.

4. Mr. Balaji Kamat Timblo
alias Chetan Satish Timblo,
son of late Mr. Satish Gurudas Timblo,
bachelor, businessman, residing at
69, Near Dr. Prabhudessai Eye Hospital,
Aquem Alto, Margao, Goa.

5. Mr. Roshan Satish Timblo,
son of late Mr. Satish Gurudas Timblo,
major in age, residing at
69, Near Dr. Prabhudessai Eye Hospital,
Aquem Alto, Margao, Goa.

6. Mr. Surendra alias Tejan Satish Timblo,
son of late Mr. Satish Gurudas Timblo,
bachelor, residing at
69, Near Dr. Prabhudessai Eye Hospital,
Aquem Alto, Margao, Goa.

7. Mrs. Priamvada Deepak Pai alias
Priamvada Kamotim Timblo,
daughter of Gurudas Timblo,
major in age, residing at 11516,
22 Avenue S. Burnsville,
Minnesota, 55337, U.S.A.

Deleted as per Order
dated 17.10.2024.

8. Mr. Deepak Pai,
major in age, married, residing at
the above mentioned address,

9. Corporation Bank Ltd.,
Madgaum Branch,
Madgaum, Salcete, Goa.

Deleted as per Order
dated 17.10.2024.

... Defendants

Advocate Mr. J. Ferreira for the Plaintiffs.

Advocate Mr. D. Patkar for the Defendant nos. 1 and 2.

Advocate Mr. A. Salkar for the Defendant nos. 3 to 6.

Defendant nos. 7, 8 and 9 have been dropped.

J U D G E M E N T

(Delivered on this the 25th day of October of the year 2024)

1. This Judgement shall dispose of this Special Civil Suit, which seeks a declaration that the Judgment and Order dated 15.03.2000, passed in Inventory Proceedings no. 72/1998 and the partition ordered therein is null and void and without effect. There is also a prayer to conduct a *de novo* proceedings from the stage of declaration on oath by the Head of the Family. There is also a prayer for a consequential permanent injunction.

2. It is pertinent to mention that vide Order dated 17.10.2024, this suit was dismissed as withdrawn as against the Defendant nos. 7, 8

and 9 only. This suit was otherwise strongly contested. However midway through the trial, the Plaintiffs and Defendants who are family members, presented Consent Terms / Compromise Terms (exhibit 240), which are being reproduced hereunder, for ready reference:

COMPROMISE TERMS

The Plaintiffs and Defendants submit as under:

Taking into consideration close family relationship between the Plaintiffs and the Defendants, all the parties have mutually settled the dispute in the present suit, as per the Compromise Terms arrived between them, which are as follows:

1. As between the Plaintiffs and the Defendants no. 1 to 6 herein, the allotments made to them in the Judgment/Order dated 15.03.2000 passed in the Inventory Proceedings no. 72/1998 shall stand modified in the following manner:

(a) In the said Inventory Proceedings no. 72/1998, at

Verba no. 12, 1/2 or 50% share in the partnership firm of 'Timblo Stores' with its office at Margao, Goa, was listed and the said share was allotted to the Defendant no. 1 and the Defendant no. 3, in equal shares i.e. 1/4th share each. Now, as per the settlement between the parties herein the said 1/2 share in the said partnership firm described in Verba no. 12 in the said Inventory Proceedings shall equally belong to the Plaintiff no. 1, the Defendant no. 1 and the Defendant no. 3 in the proportion of 1/3rd share which is equal to 1/6th share in the said partnership firm. For such purposes, the Defendant no. 1, the Defendant no. 3, the Plaintiffs and the heirs of Pramod Pandurang Timblo, to whom the other 1/2 share belongs, shall re-constitute the said partnership firm whereby the shares mentioned hereinabove shall be shown as belonging respectively to the Plaintiff no. 1, the Defendant no. 1 and the Defendant no. 3.

b) In the property described in Verba no. 13, which is wrongly referred in the amended plaint in this suit as

Item no. XII, which was originally and correctly mentioned in the description of assets prepared in the said Inventory Proceedings no. 72 of 1998, but, it is now found that the description of the said Verba no. 13 was subsequently amended by Order dated 31.10.2001 passed on exhibit no. 27, showing the same to be half undivided share in the Partnership Firm of 'Sociedade Timblo Irmaos Limitada', excluding the mining concessions. The parties hereto agree that the undivided share in the said Verba no. 13 held by the deceased Gurudas Datta Kamotim Timblo and his deceased wife, Mrs. Pramila was actually 1/3rd undivided share and not half undivided share. Accordingly, the parties hereto agree that what was allotted in the said Inventario to the Defendant nos. 1 and 2 is 1/6th share in Verba no. 13 and the remaining 1/6th share in the said Verba was allotted to the Defendant no. 3. However, parties hereto, by way of settlement, state that the undivided shares in the firm mentioned in the Verba no. 13 in the said Inventario shall be, as under:

<i>Sr. no.</i>	<i>Name of Party</i>	<i>Share</i>
<i>1.</i>	<i>The Plaintiff no. 1, Mrs. Hemlatabai Ravikant Darne nee Hemlatabai Kamotim Timblo</i>	<i>1/9th (one nineth)</i>
<i>2.</i>	<i>The Defendants no. 1 and 2 namely Mr. Prakash Gurudas Timblo and his wife, Smt. Deepa alias Lata Prakash Timblo.</i>	<i>1/9th (one nineth)</i>
<i>3.</i>	<i>To the Defendant no. 3, Mrs. Radha Satish Timblo</i>	<i>1/9th (one nineth)</i>

c) In the property described under Verba no. 18, namely half share in the land denominated 'Rivontoloilem' situated at Aquem Alto in the city of Margao and originally mentioned in the Inventory Proceedings no. 72/98 as bearing Chalta no. 42 of P.T. Sheet no. 243, which is allotted in the said Inventory Proceedings to the Defendant no. 3, it is now found that the description of the said Verba no. 18 has been amended to show that the said Verba no. 18 comprises of Chalta nos. 41 and 42 of

Margao City Survey, all the parties herein hereby confirm that the said property at Verba no. 18 actually bears Chalta nos. 41 and 42 of P.T. Sheet no. 243 and the same shall exclusively belong to the Defendant no. 3 i.e. Radha Satish Timblo. The parties hereto further declare that there is a mistake in the description of the said Verba no. 18 in so much so that its western boundary has been wrongly shown to be the property surveyed under survey no. 41 of P.T. Sheet no. 243 of Panduronga Timblo and the actual western boundary thereof is the land under Chalta no. 40 of P.T. Sheet no. 243 belonging to Ms. Maria Helena Diniz e Silva. All the parties hereto declare that the Defendant no. 3 shall be entitled to get mutated the Holder Column in the form D of the above mentioned Chalta no. 42 of P.T. Sheet no. 243 by deleting the name of Gurudas Timblo and recording in that place the name of the Defendant no. 3 i.e. Radha Satish Timblo. In this regard, the Plaintiffs and the Defendant nos. 1 and 2 hereby declare that they have no objection from the concerned revenue/survey authorities, to carry out such

mutations and a Notice in the concerned Mutation Proceedings may not be given to the Plaintiffs and the Defendant nos. 1 and 2 as all of them hereby waive the service of such Notice:

d) In Verba no. 21 in the said Inventory Proceedings, half share of which has been allotted to the Defendant nos. 1 and 2 and the remaining half share thereof was allotted to the Defendant no. 3, the Plaintiffs shall have 1/3rd right in the said Verba no. 21 which amounts to 1/6th right of the entire property and the Defendants no. 1 and 2 shall hold 1/3rd right in the said Verba no. 21, being 1/6th right in the said entire property and the remaining 1/3rd right in the said Verba no. 21 being 1/6th right in the entire property shall belong to the Defendant no. 3 i.e. Radha Satish Timblo.

In the undivided and ideal shares/areas allotted to the Plaintiffs and Defendant nos. 1, 2 and 3 under sub-clause 2(d) above, the Plaintiffs and the Defendant nos. 1, 2 and 3 shall have no right to partition the property concerned

therein, but in the event all the concerned parties agree to sell or dispose of such property, the Plaintiffs and the Defendant nos. 1, 2 and 3 shall be entitled to the consideration to the extent of their share/areas;

e) In respect of immovable properties situated in the village of Cacora of Quepem Taluka, being the lands listed under Verba no. 22, the same was subject matter of Agreement of Partition dated 05.01.1979 between late Mr. Gurudas Timblo alias Gurudas Comotim Timblo and his wife, on one side and Mr. Panduronga Timblo and his wife, on the other side, which is now surveyed under survey no. 100/3 and survey no. 98/1 and in respect of Verba no. 23, which was also the subject matter of the said Agreement of Partition, which is now surveyed under survey no. 98/3 and survey no. 98/4; in respect of Verba no. 24, which was also subject matter of the said Agreement of Partition and now surveyed under Survey no. 144/1-H; and in respect of Verna no. 25, which is also the subject matter of the said Agreement of Partition and presently surveyed under survey no. 144/10, which are

allotted in the said Inventory Proceedings to the Defendant no. 3. All the parties hereto declare that the Defendant no. 3 shall be entitled to get mutated the occupants column in the Form no. I & XIV of each above-mentioned survey nos. 98/1, 98/3, 98/4, 100/3, 144/1-H and 144/10 by deleting the name of Gurudas Timblo and recording in that place the name of the Defendant no. 3 i.e. Radha Satish Timblo. In this regard, the Plaintiffs and the Defendant nos. 1 and 2 hereby declare that they have no objection from the revenue authorities, to carry out such mutation and a Notice in the concerned Mutation Proceedings may not be given to the Plaintiffs and the Defendant nos. 1 and 2 as all of them hereby waive the service of such Notice.

f) In respect of the entire Verba no. 50, it actually had an area of 10, 196 square meters forming part of the Government land bearing survey no. 266/1 of Village Taleigao and allotted by the Government to the family of the deceased in the said Inventory Proceedings, the same was partitioned in the said Inventory Proceedings in

three plots being Plot A admeasuring 5,098 square meters lying on the extreme south, Plot C admeasuring 2,039.20 square meters lying on the extreme north and Plot B admeasuring 3,058.80 square meters falling in between the above mentioned Plot A and Plot C. In the said Inventory Proceedings, Plot A thereof was allotted to the Defendants no.1 and 2, Plot B was allotted to the Defendant no. 3 and Plot C was allotted to the Plaintiffs. After such allotments the Defendants no.1 and 2 transferred a part admeasuring 2,050 square meters of Plot A forming south western portion thereof and the balance area of 3,048 square meters remained in the ownership of the Defendants no. 1 and 2, which is already partitioned by the Revenue Authorities and given new survey no. 266/1-B and recorded in the name of the Defendant no. 1. For the purposes of survey, the plot B, Plot C and the remaining Government land are presently surveyed under survey no. 266/1 and the names of the Government of Goa, the Defendant no. 3 and the Plaintiff no. 1 are reflected in the occupants column of the said

survey holdings. In the occupants column of Form no. I and XIV of the said survey no. 266/1 of Taleigao village the name mentioned as 'Lata Ravikant Darne', it is hereby agreed by all the parties, to be the name of the Plaintiff no. 1. While the above allotments made in the Inventory Proceedings are hereby accepted and confirmed by the parties, the Defendants no. 1 and 2 shall, within a period of one month from the date hereof, transfer land totally admeasuring 430.40 square meters (as shown on the plan hereto annexed marked as (A-B-C-D) from Plot A now re-surveyed under survey no. 266/1-B of Taleigao village to the Defendant no. 3 i.e. Radha Satish Timblo by executing a Gift Deed, which shall be duly participated by the Defendant no. 3 as the Donee thereof. Within a period of one month from the date of registration of the Gift Deed by the Defendants no. 1 and 2 in favour of the Defendant no. 3 as above, the Defendant no. 3 shall transfer land totally admeasuring 960.80 square meters (as shown on the plan hereto annexed marked as (E-F-G-H) from Plot B in favour of

the Plaintiffs by executing a Gift Deed duly participated by the Plaintiffs as Donees.

After the above-mentioned transfers, the area of the land parcels held by the Plaintiffs, Defendants no. 1 and 2, and the Defendant no. 3 shall be as shown in the table below:

<u>Party</u>	<u>Survey no.</u>	<u>Area (in square meters)</u>
Plaintiffs	266/1(part)	$2039.20 + 960.80 = \mathbf{3000}$
Defendants no. 1 and 2	266/1-B	$3048.00 - 430.40 = \mathbf{2617.60}$
Defendant no. 3	266/1(part) and 266/1-B(part)	$3058.80 + 430.40 - 960.80 = \mathbf{2528.40}$

The areas shown in the above table against the names of the respective parties shall be taken into consideration for the purpose of partitioning the survey no. 266/1 and 266/1B of Taleigao Village, to separate the parcels belonging to the Plaintiffs and Defendant no. 3 from the remainder of land in survey no. 266/1 of Village Taleigao by concerned Revenue/Survey Authorities and the opposite party/parties to such proceedings of the partition, as the case may be, to carry out such partition

of holding, shall not be entitled for any Notice/Notices from such Revenue/Survey Authorities in that respect since the said parties hereby waive such Notice/Notices.

g) On account of the mutual settlement arrived between the parties hereto, the Defendant no. 3 shall pay to the Plaintiffs a sum of Rs.28,00,000/- (Rupees Twenty Eight Lakh only), for the payment of which the Defendant no. 3 has issued in favour of the Plaintiff no. 1 cheque no. 128396 dated 16.10.2024 drawn in favour of the Plaintiff no. 1 to the Margao branchy of the Federal Bank. The Plaintiffs hereby acknowledge to have received the above-mentioned amount herein.

h) In view of the settlement arrived between the parties hereto, the Order dated 20.04.2009 passed by the Hon'ble High Court of Bombay at Goa in Appeals from Order no. 70/2003, 05/2004 and 09/2004, shall stand vacated and the parties, if found necessary, shall apply to the High Court, for cancellation of such Order.

i) Except for what is stipulated herein above, the

Plaintiffs shall have no claim or right in the properties/assets, moveable and immovable, which are allotted to the Defendants no. 1 and 2 and to the Defendant no. 3 in the said Inventory Proceedings.

j) Also, for whatever is stipulated hereinabove, the Plaintiffs as well as the Defendants no. 1 and 2 shall have no claim or right in respect of the items/Verbas no. 3, 4, 5, 6, 7 and 8, which are allotted to the Defendant no. 3 in the said Inventory Proceedings.

k) Also, for whatever is stipulated hereinabove, the Plaintiffs as well as the Defendant no. 3 shall have no claim or right in respect of the item/Verba no. 19 (the property being surveyed under Chalta no. 26 of P.T. Sheet no. 243) and no. 20 (the property being surveyed under Chalta no. 5 of P.T. Sheet no. 249).

l) This is full and final settlement between all the parties concerned with the Inventory Proceedings.

m) All the parties shall have no other claim inter-se

between them.

n) The parties shall bear their own costs.

*It is therefore prayed that the suit be disposed of as per
the foregoing Compromised Terms.*

Place : Margao, Goa.

Date : 17.10.2024

The Advocate for the Plaintiffs

Sd/-

(Advocate Mr. J. Noronha Ferreira)

The Plaintiff no. 1

Sd/-

(Hemalatabai Ravikant Darne

alias Mrs. Hemalatabai

Kamotim Timblo).

The Plaintiff no. 2

Sd/-

(Ravikant Dattaram Darne)

The Advocate for the

Defendants no.1 and 2.

The Defendant no. 1

Sd/-

(Advocate Mr. Dajvip Patkar)

Sd/-

(Prakash Gurudas Timblo).

The Defendant no. 2

Sd/-

*(Deepa alias Lata Prakash
Timblo)*

*The Advocate for the
Defendants no.3 to 6.*

The Defendant no. 3

Sd/-

(Radha alias Mina Satish Timblo)

Sd/-

(Prakash Prabhudessai)

The Defendant no. 4,

Chetan Satish Timblo

Sd/-

(through his constituted Attorney

Radha Satish Timblo)

The Defendant no. 5,

Rohan Satish Timblo

Sd/-

(through his constituted Attorney

Radha Satish Timblo)

The Defendant no. 6,

Surendra alias Tejan Satish Timblo

Sd/-

(through his constituted Attorney

Radha Satish Timblo)

3. The Court has perused the Compromise Terms and the Court is satisfied that the said terms are lawful. The Compromise Terms will also settle the dispute between the parties – who are all family members. Therefore the same are hereby accepted.

4. Having reached my conclusion, I proceed to pass the following:

O R D E R

The suit is decreed as per Compromise Terms.

Decree to be drawn accordingly.

Dictated and Pronounced in the Open Court.

**(Carlo Santana da Silva)
Senior Civil Judge &
Chief Judicial Magistrate,
Margao, Goa.**

Ld*