



Amrut

IN THE HIGH COURT OF BOMBAY AT GOA
WRIT PETITION NO.2827 OF 2025 (Filing No.)

RUPESH BABLO RANE

.... Petitioner

Versus

MANOJ BABLO RANE

...Respondent

Mr Laxman V. Assoldekar, Advocate for the Petitioner.

Mr Jatin Ramaiya and Mr Omkar Parab, Advocates for the Respondent.

Respondent present through V.C.

CORAM: DR. NEELA GOKHALE, J.

DATED : 8th JUNE 2026

P.C.:

1. By way of this writ petition, the Petitioner has assailed the order dated 11th September 2025, passed in the Inventory Proceedings No.166/2024/A, by the Civil Judge Senior Division, Ponda Goa.

2. During the hearing of the present proceedings, the parties are referred to the Mediation. The Mediation report dated 27th April 2026 is placed on record. The Mediator has conveyed that the parties have settled the dispute and have executed the terms of settlement.



3. I have perused the terms of settlement. The parties and their spouses have signed the terms of settlement. The parties are present in the Court today. The counsels have identified their respective parties. The terms of settlement are thus taken on record and form part and parcel of the present order.

4. In view of the settlement arrived at between the parties, nothing survives in the present petition, and the petition is disposed of accordingly in terms of the settlement arrived at between the parties.

5. Since the matter is still pending before the Trial Court, the present order, as well as the terms of settlement be sent to the Trial Court to facilitate the Trial Court to pass a decree in view of the settlement terms. It is accordingly ordered.

6. The Trial Court i.e. the Civil Judge Senior Division, Ponda Goa, before whom the Inventory Proceedings are pending, is directed to pass a decree in terms of the present order and the settlement terms recorded herein.

DR. NEELA GOKHALE, J



IN THE HIGH COURT OF BOMBAY AT GOA

Writ petition no. 2827 of 2025(F)

Rupesh Bablo Rane

... Petitioners

v/s

Manoj Bablo Rane

... Respondent

**BEFORE THE MEDIATOR SR. ADV. CLEOFATO ALMEIDA
COUTINHO**

In the matter of dispute between Rupesh Rane and Manoj Rane

TERMS OF SETTLEMENT

The parties Rupesh and Manoj along with their spouses submit as under

1. That they have arrived at a settlement over the estate of their parents. The parties agree that there is only one asset to be divided i.e. plot F2 surveyed under 24/1 of Quelem village with house bearing no. 314 and 314A. The parties agree that there are no other assets required to be distributed.



2. Rupesh and his wife Rupali are occupying H. No. 314 on the ground floor and Manoj and his wife Meghana are occupying H. No. 314A on the first floor of the said plot. The parties are entitled to get the names of said Rupesh Rane and Manoj Rane in the house tax records of the village panchayat by moving appropriate application/s. And each party shall give No Objection for incorporation of name of Rupesh in respect of 314 and Manoj in respect of 314A. they shall continue occupy the two houses.
3. The plot F2 shall be divided in the following manner: (i) Party Rupesh shall occupy the ground floor of 314 and is entitled to build on the ground floor in the area shown under letters X, Y and Z in the manner he deems fit and proper however while building he shall lay appropriate foundation and pillars to support the first floor to be built by party Manoj.
4. The cost of foundation for the ground floor to support the first floor shall be borne by party Manoj and the cost of additional cost of concrete for the pillars to support the first floor shall be borne by party Manoj. All other costs for the ground floor shall be by party Rupesh. Party Manoj shall bear the entire cost of the



first floor. The slab on the ground floor shall be borne by the party Rupesh. The first floor slab shall be by party Manoj.

5. Both parties shall jointly apply for construction license with the TCP and the Panchayat and both shall follow up until the licenses are issued.
6. After issuance of the construction license party Rupesh shall complete the ground floor in all respects including casting of the slab within 18 months while party Manoj shall complete the first floor within 18 months thereafter i.e. after completion of the ground floor.
7. Both the parties are entitled to get their names recorded in respect of plot F2 by mutating their names in place of Bablo Vithoba Rane however the said plot shall be occupied in the manner shown in the plan annexed hereto. The portion shown in red would be the entitlement of the party Rupesh while portion shown in green will be that of party Manoj. The current ground floor and the ground floor to be built in portion shown X, Y, Z shall be that of party Rupesh on the ground floor while the entire first floor would be that of party Manoj.



8. Party Manoj shall build compound walls shown in red colour in the plan marked hereto with height 2.5 mts.

9. Party Manoj shall have a separate entry and exit from the first floor and the portion shown in green in the plan. Party Manoj shall not be entitled to ^{use} ~~use~~ the current entry and exit at Shubham Apartment Road.

Manoj
RS

10. Party Rupesh shall shift his toilets of the existing house and sewage pipeline would also be altered.

11. Both parties are entitled to name the building floors as they deem fit and proper.

12. Party Manoj shall not park any vehicle on the Shubham apartment road so as to cause obstruction to party Rupesh. The entry and exit for party Rupesh is on the eastern side where party Rupesh shall not park his vehicles and/or create obstructions.



13. Party Manoj is entitled to demolish old house in green portion on the northern side within 6 months from today.

14. Of the existing terrace of H.No. 314A 20 sq. mts. shall be used by party Manoj while the new terrace over X, Y, Z shall be total entitlement of party Manoj who shall do water proofing at his own cost.

15. Both the parties shall jointly maintain the outside façade and painting of the building shall be jointly conducted by the parties.

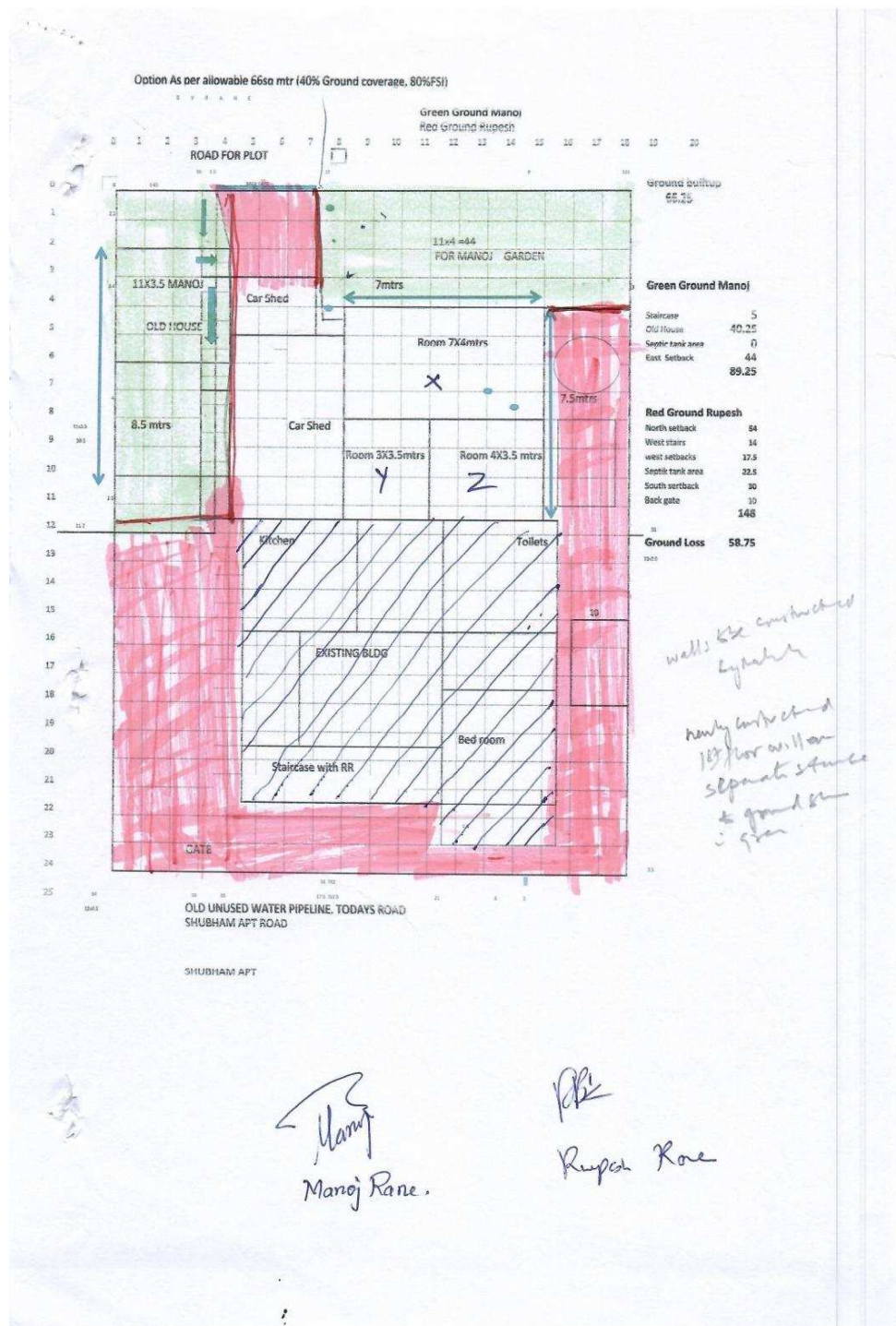
The parties agree that the inventory proceedings be disposed of in terms of the agreement reached before the mediator.

Rupesh Rane

Manoj Rane

Rupali Rane

Meghana Rane



DR. NEELA GOKHALE, J