

**LD-VC-OCW-101-2020**  
**IN THE HIGH COURT OF BOMBAY AT GOA**

**LD-VC-OCW-101-2020**

**Madan W. Chodankar (dec.)**  
**Thr. Lrs.**

..... **Petitioners**

**V e r s u s**

**Vishnu N. Naik (dec.)**  
**Thr. Lrs & Ors.**

..... **Respondents**

Adv. V. P. Thali for the Petitioners.

Adv. V. Menezes for the Respondent no.2a to 2d.

Mr. M. B. D'Costa, Senior Advocate with Adv. Ms. Karishma Betquecar for the Respondent no.

Mr. Glacen Lobo, Officer of the Respondent Bank present.

**CORAM: DAMA SESHADRI NAIDU, J.**

**DATE: 3rd September 2020.**

**ORDER:**

The matter concerns compensation under the Land Acquisition proceedings. The amount awarded, the claimants had a title dispute. So the matter was referred to under Section 30 of the then Land Acquisition Act. Initially, it was before the Reference Court: District Court. Later, it reached this Court. The matter pending before this Court, three groups of parties compromised; the signed the terms of consent, too. Then, this Court, through its order dated 18/12/2019, recorded the compromise among all the parties except the third respondent. That respondent is declared to have no right in the property.

2. Given the compromise terms, now the parties want the Bank, recently brought on record as a respondent, to disburse amongst all the three parties the amounts lying with it in a deposit.

3. Shri Glenson Lobo, the Officer of the respondent bank, accepts that the deposits are lying with the Bank. But they have been, according to him, subject to a Bank Guarantee. Besides, he also informs me that the interest accumulated on the deposits has already been credited to the account of Respondent No.1(a), that is Taramati Naik. The Bank has no objection to disburse the amount in terms of the compromise, but it should not be saddled with any legal obligations on that count. He also wants the parties to discharge the bank guarantee.

4. Under these circumstances, I dispose of this application with the following directions:

(i) In terms of Clause 5 of the Consent Terms, the Bank will distribute the amount deposited with it equally among the three parties as set out in Clause Nos.8, 9, and 10 of the Consent Terms.

(ii) As the interest has already been deposited in the account of the Respondent No.1(a), now the learned counsel of the Respondent No.1(a) expresses 'no objection' if the bank transfers from that account to the other two parties Rs.10.00 lakhs each. The Bank will do so.

(iii) When the matter was pending before the District Court under Reference, the parties were allowed to withdraw a part of the award amount. Then they provided a Bank Guarantee. Now because of the

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settlement, the Bank will cancel that Bank Guarantee and deliver the parties of their obligation in that regard.

(iv) This order shall be treated as a preliminary one as the appeals are still pending.

(v) Tag this application with F.A. No.198/2009 and F.A. No.218/2009

**DAMA SESHADRI NAIDU, J.**

**AP/-**