

IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO. 456 OF 2011

The Goa Fishing Boad Owners' Association,
through its President,
Mr. Simon Pereira,
Having office at 3 Jose Luis House,
T.B. Cunha Chowk,
Kariwada, Vasco-da-Gama, Goa.

... Petitioners

Versus

1. The Mormugao Port Trust,
Through its Chairman,
Headland, Sada,
Vasco-da-Gama, Goa.
2. The State of Goa,
Through its chief Secretary,
Secretariat, Alto Porvorim,
Bardez- Goa.
3. The Goa Coastal Zone Management Authority,
Through its Member Secretary,
Saligao, Bardez- Goa.
4. The Mormugao Municipal Council,
Through its Chairperson,
Vasco-da-Gama, Goa.
5. The Union of India,
Through the Ministry of Agriculture and food processing
New Delhi.

..... Respondents

Mr. Nigel Da Costa Frias, Advocate for the petitioner.

Mr. N. Naronha, Advocate for the respondent no.1.

Mr. A. Prabhudessai, Additional Government Advocate for the
respondent nos. 2 and 3.

Ms. N. Rivonkar, learned Advocate for the respondent no.4.

**Coram:- F. M. REIS &
NUTAN D. SARDESSAI, JJ.**

Date:- 17th April,2017.

ORAL JUDGMENT: (PER F. M. REIS,J)

Heard Mr. Nigel Da Costa Frias, learned Advocate for the petitioner, Mr.N. Naronha, learned Advocate for the respondent no.1, Mr. A. Prabhudessai, learned Additional Government Advocate for the respondent no.2 and 3 and Ms. N. Rivonkar, learned Advocate for the respondent no.4.

2. The respondents seek time as according to them a fresh Memorandum of Understanding is under consideration. Mr. Nigel Da Cost Frias, learned Advocate for the petitioner points out that the draft of the Memorandum of Understanding has been submitted to the petitioner and basically, the terms thereof are akin to the subject Memorandum of Understanding dated 18/05/1998 though some modification has been sought by the respondent no.1 which are under consideration.

3. Shri A. Prabhudessai, learned Additional Government Advocate appearing for the respondent nos.2 and 3 points out

that the Memorandum of Understanding dated 22/12/2016 duly signed by the State Government has been forwarded to the respondent no.1 for further action. A copy of the said Memorandum of Understanding is marked "X" for identification.

4. Mr. Nigel Da Costa Frias, learned Advocate for the petitioner thereafter points out that some modification to the said Memorandum of Understanding sought by the petitioner which are under consideration of the respondent no.1.

5. Be that as it may, it is not disputed that the basis of the fresh Memorandum of Understanding is the subject Memorandum of Understanding dated 18/05/1998. In such circumstances, taking note of the relief sought in the petition, we find that the above petition can be conveniently disposed off by directing the respondent no.1 to comply with the Memorandum of Understanding dated 18/05/1998 subject to the modification as reflected in the draft Memorandum of Understanding signed by the State Government marked as "X" for identification and any other changes as mutually

agreed between the petitioner and the respondent no.1.

6. Rule stands disposed of in the above terms. Parties are at liberty to apply.

7. Needless to state that the structures which are subject matter of the Memorandum of Understanding will be demolished only after the terms of the subject Memorandum of Understanding are complied.

NUTAN D. SARDESSAI, J.

F. M. REIS, J.

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