

IN THE HIGH COURT OF BOMBAY AT GOA**PUBLIC INTEREST LITIGATION W.P. NO.20/2019**

Franky Monteiro. Petitioner

V/s.

The State of Goa,
through its Chief Secretary and Ors. Respondents

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

Ms. Amira Razaq, Additional Government Advocate for the
Respondents no.1, 3 and 4.

Mr. Ryan Menezes, Advocate for the Respondent no.2.

Ms. Analiz Maria Menezes, Advocate for the Respondent no.5.

**Coram : M. S. SONAK &
NUTAN D. SARDESSAI JJ.**

Date : 24th July, 2019.

Oral Judgment: (Per M.S. Sonak, J.)

On the last occasion, this matter was adjourned in order to require Mr. Nigel Da Costa Frias, the learned Counsel for the petitioner to take specific instructions from the petitioner whether he would have any objections of this Bench for taking up this petition.

2. Mr. Nigel Da Costa Frias, today on the basis of the instructions of the petitioner states that the petitioner has no objections whatsoever to this Bench in taking up this petition. So also the learned Counsel for the respondents stated they have no objection of this Bench in taking up the matter.

3. Rule. Rule is made returnable forthwith with the consent and at the request of the learned Counsel for the parties.

4. On 7.6.2019 this Court made the following Order:

“This petition involves two aspects. Firstly, it seeks expeditious disposal of a recovery proceeding pending against respondent no.5 and others before respondent no.3.

2. Learned Counsel appearing for respondent no.3, on instructions, states that the inquiry shall be disposed off as expeditiously as possible and in any event within six months from today. Prayer clause (a) of the petition has thus been worked out.

3. The other aspect of the petition involves directions to respondent no.2 Panchayat to recover arrears of lease rent and licence fees from respondent no.5 and other occupants. Learned Counsel appearing for respondent no.2 seeks time to take instructions in this behalf and if necessary, file a reply.

4. *Stand over to 24/06/2019.”*

5. From the aforesaid, it is clear that prayer clause (a) of the petition stands worked out. In terms of prayer clause (a), the petitioner had applied for mandamus to direct the respondent no.3 to expeditiously dispose off the pending cases related to the Old Panchayat Building and the New Panchayat Building of the Loutolim Village Panchayat under the Public Premises Act, on merits within a reasonable time frame. With the statement made by and on behalf of the respondent no.3 as noted by us in Order dated 7.3.2019, relief in terms of prayer clause (a) stands suitably redressed.

6. So far as the reliefs in prayer clause (b) and (c) are concerned, on 3rd July, 2019, we noted the statement made by the learned Counsel appearing for the respondent no.2 Panchayat that the Panchayat has now taken a decision to recover the compensation from the occupants for the whole period, for which compensation is not paid to the Panchayat, with a certain escalation.

7. Accordingly, on 3.7.2019, we made the following Order:

“The PIL Petition seeks expeditious disposal of pending cases relating to two Panchayat buildings in

Loutolim. These proceedings have been filed under the Goa Public Premises (Eviction of unauthorised occupants) Act. The petitioner also seeks recovery of compensation from the occupants pending such proceedings. Learned Counsel appearing for respondent no.2 – Panchayat, on instructions, informs the Court that the Panchayat has now taken a decision to recover compensation from the occupants for the whole period, for which compensation is not paid to the Panchayat, with a certain escalation. The respondent – Panchayat must put its resolution on record and also communicate to the Court by the next date the steps that it proposes to take in case such compensation is not paid by occupants and the time line for taking such steps.

2. Stand over to 17/07/2019.”

8. In pursuance to the Order dated 3.7.2019, Ms. Filipinha Fernandes, the Sarpanch of the respondent no.2 - Panchayat has filed an Affidavit along with which, she has placed on record the Resolution of the Panchayat passed on 2.7.2019. In paras 3 to 12 of the Affidavit, the Sarpanch of the respondent no.2 – Panchayat has stated in details the procedure that will be adopted in order to recover the dues from the occupants. Accordingly, we accept the statements in paras 3 to 12 of the affidavit, as statements made to this Court, and direct the Panchayat to act accordingly.

9. We clarify that the proceedings to be taken against the occupants, both for eviction as well as recovery of compensation, shall be informed by principles of natural justice and fair play so that there are no complaints on this score. This is also necessary, because we do not have before us all the occupants as parties. Only one of the occupant has been impleaded as a respondent to this petition. Accordingly, all defences on the part of such occupants are expressly kept open in the proceedings that are to be initiated by the Panchayat, in terms of the statements made in the aforesaid Affidavit.

10. According to us, with acceptance of the aforesaid statements as statements made to this Court coupled with the Resolution of the Panchayat on 2.7.2019, the reliefs in terms of the prayer clause (b) and (c) also stand suitably redressed.

11. Further, we direct the Panchayat to complete the recovery proceeding as expeditiously as possible and in any case within nine months from today. Though, we are disposing of this petition, we direct the Secretary of the respondent no.2 – Panchayat to file a Compliance Report in this Court within a period of two weeks from the date of the receipt of the order. Similarly in addition, the respondent no.3 also to file Compliance Report within a period

of three weeks from the date of conclusion of the period within which they were directed to complete the eviction proceedings.

12. Taking into consideration the aforesaid substantive reliefs granted in this petition, according to us the other reliefs in the petition do not survive.

13. Rule is accordingly disposed off in the above said terms.

14. There shall be no order as to costs.

NUTAN D. SARDESSAI, J. *M. S. SONAK, J.*
*af**