

IN THE HIGH COURT OF BOMBAY AT GOA

PIL WRIT PETITION NO. 52 OF 2019

Kashinath Jairam Shetye & 7 Ors.

... Petitioners

V e r s u s

The Director

Directorate of Fire and Emergency Service

Government of Goa & 3 Ors.

... Respondents

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

Mr. D. Pangam, Advocate General with Ms. Maria Correia,
Advocate for the Respondent nos.1 and 13.

Coram :- **M. S. SONAK &**
 C. V. BHADANG, JJ.

Date : **20th November, 2019.**

ORAL ORDER

1. Heard Mr. Nigel, the learned Counsel for the petitioners
and Mr. Pangam, the learned Advocate General for the
respondent nos. 1 and 3.

2. Service report insofar as respondent nos.2 and 4 are
concerned, is awaited. However, for the order which we propose

to make, the presence of the said respondents is not, strictly speaking, necessary.

3. The petitioners have applied for the following reliefs in this petition :

“(a) For a Writ of Mandamus or Writ in a nature of mandamus or an appropriate Writ order or direction to the respondent no.3 to initiate action for termination of the lease agreement dated 17.02.2000 as per the letter dated 01.04.2019.

(b) For a Writ of Mandamus or wit in a nature of Mandamus or an appropriate wit order or direction to the respondent no.1 to stop the respondent no.2 from conducting courses in the respondent no.1 premises at Panjim.

(c) For a Writ of Mandamus or writ in a nature of mandamus or an appropriate writ order or direction to the respondent nos.1 and 3 to recover all dues from the respondent no.2 after conducting a detailed inquiry.”

4. In the context of reliefs of prayer clause (a) and (b), the learned Advocate General has placed on record a report dated 11.11.2019, which indicated that the Directorate of Fire & Emergency Services, Government of Goa, have taken away the vacant possession of the leased premises utilised by the respondent no.2 on 09.11.2019. Even the letter dated 06.11.2019 regarding handing over of the vacant possession received from the Managing Director of respondent no.2 is annexed along with the report. The report states that certain practical demonstration facilities on the training ground are not shifted by the respondent no.2.

5. The learned Advocate General states that those practical demonstration facilities are in the nature of movables which respondent no.2 will simply have to dismantle and take back. The respondent no.1 is directed to ensure that the training ground is clear within eight weeks from today.

6. Mr. Costa Frias, the learned Counsel for the petitioners, agrees that with the aforesaid development, reliefs in terms of prayer clauses (a) and (b) stand substantially redressed.

7. Insofar as prayer clause (c) is concerned, the learned Advocate General states that certain payments have been made by respondent no.2. However, he points out that in terms of the agreement, if the students were to exceed 30, the respondent no.2 was required to pay additional amount. He submits that there may be some dues on account of these additional amounts. He states that proceedings in accordance with law would be initiated for recovery of these amounts, if any, and disposed off expeditiously, in any case, within six weeks from today.

8. According to us, with the aforesaid, even the relief in terms of prayer clause(c) of this petition stands substantially worked out.

9. Accordingly, by taking on record the report dated 11.11.2019 and by accepting the assurance given to us by the learned Advocate General, we dispose off this petition.

C. V. BHADANG, J.

M. S. SONAK, J.

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