

IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO. 1031 OF 2019

R. R. Kamat, Hindu Undivided Family (HUF) Through its Karta, Shri Ramachandra Rangappa Kamat, 72 years of age, With office at H. No.7, Shanti Colon, North Hubli, Karnataka 580 032.

.... Petitioner

V e r s u s

1. State of Goa, Through the Chief Secretary With office at the Secretariat, Porvorim, Goa.

2. The Directorate of Fire and Emergency Services, The Director, With office at St. Inez, Panaji, Goa.

.... Respondents

Mr. Sudesh Usgaonkar and Ms. Marie Rosette Pereira, Advocates for the Petitioner.

Ms. Ankita Kamat, Additional Government Advocate for the Respondent nos.1 and 2.

Coram :- M. S. SONAK &
M. S. JAWALKAR, JJ.

Date : 17th December, 2019.

ORAL JUDGMENT

1. Heard Mr. Usgaonkar, the learned Counsel for the petitioner and Ms. Kamat, the learned Additional Government Advocate for the respondents.

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

3. The petitioner operates a Restaurant at Panaji, since the year 1979. After the coming into force of the Goa, Daman and Diu Fire Force Act, 1986 and the Goa State Fire Force Rules, 1997, the petitioner has obtained a NOC for storage of LPG gas cylinders. The last of such NOC issued by the respondent no.2 was to remain valid till 09.06.2019.

4. Therefore, the petitioner by application dated 07.06.2019, applied for renewal of the NOC. It is the case of the petitioner that such NOC/renewal is not being granted for reasons which have no basis in law.

5. Mr. Usgaonkar, the learned Counsel, pointed out that the respondent no.2 has finally required the petitioner to submit Deed of Lease between the petitioner and the landlord for the current year *“on account of complaint filed by landlords Shri Rajesh Narayan Salgaonkar and others.”*

6. Mr. Usgaonkar, the learned Counsel submits that the respondent no.2 has absolutely no right or authority to take sides in a dispute between the petitioner and his landlords. He submits that the petitioner's premises are compliant with the provisions of the said Act and the Rules and there is no provision therein on the basis of which the respondent no.2 can insist upon the Deed of Lease or the Deed of renewal of lease between the petitioner and his landlords. For these reasons, Mr. Usgaonkar, the learned

Counsel, submits that the writ of mandamus is liable to be issued to the respondent to issue the concerned NOC at the earliest.

7. Ms. Ankita Kamat, the learned Additional Government Advocate, refers to the provisions of the Goa Right to Citizen to Time Bound Delivery of Public Services Act, 2013. She pointed out that in terms of this Act, the application for issue of NOC must contain documents to establish the right over the ownership/lease of the property. She submits that it is in view of this requirement that the respondent no.2 is insisting upon the document of ownership/lease of the property.

8. According to us, the approach of the respondent no.2 is not at all proper. If the communication dated 30.09.2019 by which the respondent no.2 has required the petitioner to submit the Deed of Lease is perused, then it is obvious that this communication has absolutely no nexus with the enactment referred to by Ms. Kamat, the learned Additional Government Advocate for the respondents. The communication clearly states

that this requirement is being insisted upon *“on account of complaint filed by landlords Shri Rajesh Narayan Salgaonkar and others.”*

9. In any case, when it comes to issue of NOC, the respondent no.2 has to go by the provisions of the Goa Fire Force Act, 1986. The respondent no.2 is really required to ascertain whether the premises of the petitioner are fire compliant or not and thereafter issue the NOC. The respondent no.2 has no jurisdiction to go into the disputes, if any, between the petitioner and its landlords. If the petitioner's landlords have any grievance, then it is for the landlords to take out appropriate proceedings. However, the respondent no.2 can neither take sides nor insist that the petitioner produces a Deed of Lease or a Deed of renewal of lease as a pre-condition for renewal of NOC. There is nothing on record that the respondent no.2 for all these years has required the petitioner to produce such documents as a pre-condition of the grant of such NOC.

10. For the aforesaid reasons, we quash and set aside the impugned notification dated 30.09.2019 and direct the respondent no.2 to process the petitioner's application for grant of renewal of NOC without insisting upon the Deed of Lease or the Deed of renewal of lease from the landlords. For this purpose, the respondent no.2 to inspect the petitioner's premises within the next three days and if the premises are found to be complaint to issue the NOC or renewal of NOC within the next four days.

11. The Rule is made absolute in the aforesaid terms.

12. There shall be no order as to costs. All concerned to act on the basis of an authenticated copy of this order.

M. S. JAWALKAR

M. S. SONAK, J.

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