

Suchitra

IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO.309/2023

SHARAD P. GOVEKAR, married,
aged about 63 years, s/o Mr
Pandurang Govekar, Indian national,
R/o. Sankhali – Goa, Proprietor of
Sai Siddesh Chicken Centre at Stall
No.1, Municipal Market, Sankhali-
Goa.

... PETITIONER

Versus

SANKHALI MUNICIPAL COUNCIL
Through tThe Chief Officer,
Sankhali Municipal Council,
Sankhali-Goa..

... RESPONDENT

Mr Shivam Fadte, Advocate for the Petitioner.
Mr Prayash Shirodkar, Advocate for the Respondent.

**CORAM: M. S. SONAK &
BHARAT P. DESHPANDE, JJ.**

DATED: 26th JULY 2023

ORAL JUDGMENT: (Per M. S. Sonak, J.)

1. Heard Mr Shivam Fadte for the petitioner and Mr Prayash Shirodkar for the respondent.
2. Rule. The Rule is made returnable immediately at the request of and with the consent of the learned counsel for the parties.

3. The petitioner challenges the order of sealing of his Stall No.1 in Sankhali Municipal Market bearing No.8/1 and the non-renewal of his trade license No.T/0/833 by the Sankhali Municipal Council (SMC).

4. On 03.07.2023 we made the following interim order:

“ 1. Heard Mr Panandiker for the Petitioner and Mr Padiyar for the Respondent/Council.

2. The Petitioner has entered into an agreement with M/s Biotic Waste Solutions Pvt. Ltd., for disposal of the waste from the suit premises. At one stage, we were given an impression that this was the main reason for de-sealing of suit premises.

3. Mr Padiyar confirms that necessary agreement is in order and the issue of collection of waste generated by the Petitioner from the suit premises no longer survives, at least for the present.

4. Mr Padiyar, however, points out that the Petitioner is refusing to pay enhanced rent to the Council in terms of the Government rates. He points out that even notices have been issued to the Petitioner demanding arrears of ₹6,32,093/-.

5. At least, prima facie, the issues of arrears of rent, etc. are not the issues concerned with the sealing or grant of trade licence.

6. In any case, we grant the Council liberty to file a detailed affidavit on these issues.

7. In the meanwhile, subject to the Petitioner depositing with the Council an amount of ₹2.00 lakhs, by way of interim relief, the Council must de-seal the suit premises and also issue a trade licence to the Petitioner on the usual terms and conditions. This means that no sooner the Petitioner deposits an amount of ₹2.00 lakhs with the Council, the Petitioner should be placed in a position to operate his business from the suit premises. The de-sealing and issuance of trade licence should be within 48 hours from the deposit of ₹2.00 lakhs with the Council.

8. Mr Padiyar states that a detailed affidavit would be filed within two weeks and even an advance copy would be furnished to the learned Counsel for the Petitioner. Rejoinder, if any, to be filed within a week from the receipt of the reply.

9. Stand over to 26th July 2023.

10. All concerned to act on an authenticated copy of this order.”

5. In pursuance to the above interim order, the petitioner has already deposited with the SMC an amount of ₹2 lakhs and the SMC has de-sealed the stall and even issued a trade license to the petitioner.

6. In the peculiar facts of the present case, we dispose of this petition by making the interim order granted by us on 03.07.2023 absolute. However, we clarify that we have not gone into the issue of arrears of rent demanded by the SMC. Accordingly, the SMC is at liberty to take all legal steps concerning this issues unimpeded with anything stated in this order.

7. The Rule in this petition is disposed of in above terms without any cost order.

BHARAT P. DESHPANDE, J.

M. S. SONAK, J.

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