



Shakuntala

**IN THE HIGH COURT OF BOMBAY AT GOA**

**WRIT PETITION NO. 173 OF 2025**

DRISHTI LIEFSAVINGS PVT. LTD.

REP. BY ITS AUTH. SIGNATORY

CMDR NAVIN AWASTHI

... PETITIONER

VERSUS

THE STATE OF GOA, THR. ITS

CHIEF SECRETARY AND 3 ORS.

... RESPONDENTS

Mr. S. N. Joshi and Ms. Sharlene Joanne Fernandes, Advocates for the Petitioners.

Mr. Prashil Arolkar, Additional Government Advocate for Respondent Nos. 1 and 2.

Mr. Gaurish Agni and Mr. Yash Naik, Advocates for Respondent No. 3.

**CORAM:- BHARATI DANGRE &  
NIVEDITA P. MEHTA, JJ.**

**DATED :- 29<sup>th</sup> April, 2025**

P.C.

1. On 24/04/2025, upon hearing Mr. S.N. Joshi, learned counsel for the petitioner, Mr. Prashil Arolkar, learned Additional Government Advocate representing the Department of Tourism for the State of Goa and learned counsel for the Goa Tourism Development Corporation ('GTDC' for short), we had passed an order, chartering the course of action to be adopted, since we found

that challenge was raised in the petition, to the communication addressed to the petitioner on 31/01/2025 directing scouting of alternate location for the operations of M/s Drishti Lifesaving Pvt. Ltd., at Benaullim.

2. Pursuant to the said directions, Mr. Agni has placed before us a site plan, demarcating the area of 500 sq. mts., in possession of the petitioner. Surrounded by this area of 500 sq.mts., the map indicates that several other chunks of land, occupied by petitioner being operated as cabin, shed, storing of scrap van, parking of water-boat, toilets, parking sheds, etc.

3. The learned counsel, Mr. Joshi, do not dispute that the operations of the petitioner have spread over an area of 500 sq.mts. and he makes a categorical statement that all these operations are beyond the area of 500 sq.mts.

4. In our previous order, we have also indicated that upon factually carrying out an inspection, we would determine the entitlement of the petitioner to this area of 500 sq.mts.

Mr. Joshi fairly concede to the fact that in the existing contract, which was for providing services of lifeguarding and

beach safety on the beaches and water bodies across the State, the last contract being entered into in the year 2020, it do not contemplate a provision of land, on behalf of the State and therefore, the area of 500 sq. mts., which is occupied by the petitioner, is not by way of its right, flowing from the said contract. He admits that by way of accommodation, at the request of the Tourism Department of the State, the GTDC has made this area available to the petitioner for carrying out its activities, which included storing of its equipments as well as imparting pre-deployment training and the entire exercise had the approval of the GTDC.

5. Mr. Joshi has placed before us, an additional affidavit, affirmed on 29/04/2025, wherein he has placed before us a tender document published on 20/09/2024 by the Tourism Department inviting bids for providing lifeguarding and beach safety services for various beaches and water bodies in the State of Goa.

6. We have perused the said document which according to Mr. Joshi is identical to the one pursuant to which the work was allotted in the favour of the petitioner and we find that the tender was for development, deployment, management and operation of

water safety services, with all state of the art facilities of the systems, on a turn-key basis, at nominated water bodies for the Department of Tourism of the State of Goa.

The scope of the work, under the tender extended to providing of beach and safety and management services, by employing and deploying necessary human resources, equipment and infrastructure and operating, maintaining and managing it for a period of 5 years, on payment of monthly fees for hiring and providing of services, which included the Beach Security Services (Beach Martials) at coastal beaches of Goa on 24x7 basis as well as enforcement of the beach rules.

7. Considering the scope of work for which the contract was awarded to the petitioner in the past and since Mr. Joshi makes a categorical statement that the contract of the year 2025 to 2030 is also awarded in favour of the petitioner, though the agreement is not yet entered into, he submits that it is very much necessary for the petitioner to be provided with space, so as to implement the project in an effective manner and we have no difficulty in accepting his argument, but unfortunately, we do not find this to be a stipulation in the tender document. In any case, it is open for the

petitioner to negotiate with the State Government, which has floated the tender before the agreement is entered into and since we are not pronouncing upon the validity of the tender conditions or otherwise, we prefer to leave the issue here itself.

8. As far as the present petition is concerned, we find that the GTDC has issued a communication to the petitioner directing it to scout for alternative location to support its operations at Benaulim, so that it do not face any issues, as the GTDC is already in the process of handing over the premises to the selected concessionaire, as it is in the process of developing the property at Benaulim through private investment.

Though we understand the concern of the petitioner, in absence of any legal right vested in it, we cannot permit it to occupy, even the area of 500 sq. mts. indicated in the site plan placed before us by Mr. Agni at Benaulim, Salcette, Goa. The petitioner must vacate this land so that the GTDC proceeds ahead with its venture.

9. Since it is admitted by the petitioner that it has spread over its activities from more than the area which was allotted to it by the GTDC, we direct the petitioner to take steps to vacate the area of

500 sq. mts. which was allotted to it by the GTDC, within a period of 15 days from today.

We make it clear that any activities beyond the said area of 500 sq.mts. shall be immediately stopped by the petitioner and after two weeks, even the activities within the area of 500 sq. mts. shall be discontinued.

On failure to do so, GTDC is entitled to resort to such measures as are necessary to get this area vacated and if necessary, by requisitioning police force from the respective Police Station.

10. Since we find no merit in the contention of the petitioner, in raising the challenge to the communication issued to it on 31/01/2025, by keeping the liberty to the petitioner open to seek allotment of any premises in the future contract, from the Government, the petition is disposed of.

**NIVEDITA P. MEHTA, J.**

**BHARATI DANGRE, J.**