

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

**LD-VC-CW-177-2020**

Sunil G. Naik ... Petitioner  
Versus  
State of Goa & Ors. ... Respondents

Mr. Gaurish Agni, Advocate for the Petitioner.

Mr. D. Pangam, Advocate General with Mr. D. Shirodkar, Additional Government Advocate for Respondent Nos. 1, 2, 6 and 7.

**AND**

**LD-VC-CW-178-2020**

Gajanan Vishnu Naik ... Petitioner  
Versus  
State of Goa & Ors. ... Respondents

Mr. Gaurish Agni, Advocate for the Petitioner.

Mr. D. Pangam, Advocate General with Mr. G. Shetye, Additional Government Advocate for Respondent Nos.1, 2, 6 and 7.

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

**Date:- 16<sup>th</sup> September, 2020**

**P.C.**

Heard Mr. Agni, learned counsel for the Petitioners and Mr. D. Pangam, learned Advocate General alongwith Mr. G. Shetye and Mr. D. Shirodkar, learned Additional Government Advocates for the

Respondents in both the petitions.

2. Mr. Agni states that notice is served upon the Respondent No.3 in both the petitions. However, today, there is no appearance on behalf of Respondent No.3. The learned Advocate General states that by tomorrow the work order is proposed to be issued in favour of Respondent No.3. The learned Advocate General states that the copy of such work order will be furnished to the Petitioners, so that the Petitioners, if they choose can amend the petitions.

3. Mr. Agni presses for an interim relief by pointing out that upto 17<sup>th</sup> August, 2020 the Petitioner in LD-VC-CW-177-2020 i.e. Sunil G. Naik was supplying water on the basis that he was previously appointed supplier. He submits that quite abruptly from 18<sup>th</sup> August, 2020, this work has been assigned to the Respondent No.3.

4. We adjourned the matter for some time in order to enable the learned Advocate General to find out the rate at which the Respondent No.3 has been supplying water even though, there was no formal work order issued in favour of Respondent No.3. This was because the learned Advocate General submitted that any interim relief will prejudice the members of public who rely upon such supply of water.

5. The matter was called out at the end of admission board. The learned Advocate General submitted that it is true that Sunil Naik was supplying water upto 17<sup>th</sup> August, 2020 at the rate of ₹145.6 per cubic meter. The learned Advocate General submitted that since 18<sup>th</sup> August, 2020, the Respondent No.3 who is in fact the successful bidder, is supplying water at the rate of ₹177.6 per cubic meter. Even though the work order could not be issued to Respondent No.3 for some technical reason.

6. From the aforesaid, it is apparent that an ad-hoc arrangement was continuing on the basis of which Sunil Naik was supplying water, even though, the initial terms of his contract had expired. Such ad-hoc arrangement could not have been replaced by another ad-hoc arrangement and that too, by offering the Respondent No.3 the higher rate of ₹177.6 per cubic meter.

7. Taking into consideration the submission of the learned Advocate General that any interim relief will affect the members of public who rely upon the water supply, we inquired with Mr. Agni as to whether Sunil Naik was willing to recommence with the water supply at the rate of ₹145.6 per cubic meter, Mr. Agni on the basis of the instructions has reported that Sunil Naik is in a position to forthwith commence the supply of water at the rate of ₹145.6 per cubic meter.

8. According to us, if the position which was continuing upto 17<sup>th</sup> August, 2020 until it was interrupted without even issuance of any work order in favour of the Respondent No.3 is restored, then, neither will the members of the public suffer nor will the State exchequer suffer and required to make payments at the higher rate of ₹177.6 per cubic meter. Therefore, by way of ad-interim relief, we restrain the Respondent Nos.1 and 2 from permitting or requiring the Respondent No.3 to supply water. Instead, the Respondent Nos.1 and 2 will now permit Sunil Naik to forthwith supply water at the rate of ₹145.6 per cubic meter. This ad-interim arrangement to continue until further orders so that, neither the members of public nor the State exchequer suffer any prejudice.

9. The Respondent Nos.1 and 2 are granted liberty to issue work orders as proposed by them and if permissible under their own Circulars to the Respondent No.3. However, such work orders cannot be acted upon by the Respondent No.3 until further orders in these petitions. So also, the Respondent No.3 cannot claim any equities on the basis of such work orders, if issued.

10. The learned Advocate General states that if the work orders are issued to the Respondent No.3, then, the copies of the same will be immediately supplied to the learned counsel for the Petitioners. Upon receipt of copies of the work orders, we grant the Petitioners leave to

amend these petitions within a period of three days. The copies of the amended petitions to be served upon the Respondents.

11. The learned Advocate General states that replies will be filed within two weeks from today or from the date of service of amended petitions, if, the petitions are indeed amended. If the Respondent No.3 wishes to file any replies, liberty is granted for the same.

12. Mr. Agni states that the copy of this order will be communicated to the Respondent No.3 at the earliest.

13. The matter is now posted for further consideration on 6<sup>th</sup> October, 2020.

14. All concerned to act on the basis of the authenticated copy of this order.

**SMT. M. S. JAWALKAR, J.**

**M. S. SONAK, J.**

**at\***