

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/WRIT PETITION (PIL) (WRIT PETITION (PIL)) NO. 9 of 2024**

With
CIVIL APPLICATION (FOR JOINING PARTY) NO. 2 of 2025
In R/WRIT PETITION (PIL) NO. 9 of 2024

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RE-MANAGEMENT OF THE WATER BODIES SUCH AS
 RESERVOIRS/PONDS/RIVERS/LAKES IN THE STATE OF GUJARAT, &
 ANR.

Versus
 STATE OF GUJARAT THROUGH THE SECRETARY HOME DEPARTMENT
 & ORS.

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Appearance:

LAW OFFICER BRANCH(420) for the Applicant(s) No. 1,2
 MS E.SHAILAJA(2671) for the Applicant(s) No. 1,2
 MR PRAKASH JANI, SENIOR ADVOCATE WITH MR G H VIRK(7392),
 ADVOCATE WITH MR SH VIRK, ADVOCATE WITH MS NENCY SHETH,
 ADVOCATE for the Opponent(s) No. 2
 MR KAMAL TRIVEDI, ADVOCATE GENERAL WITH MR VINAY BAIRAGRA
 ASSIST. GOVERNMENT PLEADER for the Opponent(s) No. 1
 MR SIDDHARTH H DAVE(5306) for the Opponent(s) No. 5
 MR UTKARSH J DAVE(10620) for the Opponent(s) No. 3
 MR. RADHESH Y VYAS(7060) for the Opponent(s) No. 4

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CORAM: HONOURABLE THE CHIEF JUSTICE MRS.
JUSTICE SUNITA AGARWAL
 and
HONOURABLE MR. JUSTICE D.N.RAY

Date : 28/11/2025**ORAL ORDER****(PER : HONOURABLE THE CHIEF JUSTICE MRS. JUSTICE SUNITA AGARWAL)****ORDER IN CIVIL APPLICATION (FOR JOINING PARTY):-**

1. Having gone through the affidavit of the Vadodara Municipal Corporation namely respondent no.2, to the impleadement application seeking impleadment of two private

persons [opposite party nos.5 and 6] in the writ petition, pertinent is to record that there is categorical statement in the affidavit of the Corporation that the alleged tripartite agreement dated 08.06.2023, purportedly executed between the opposite no.5 namely Trisar Enterprise and opposite party no.6 namely Dolphin Entertainment and the applicant namely M/s. Kotia Projects (respondent no.4) has not been entertained with the permission granted by the Vadodara Municipal Corporation to M/s. Kotia Projects, to sub-contract or delegate any portion of the boating activities to any third party. It is categorically stated therein that upon re-verification, the record of the corporation indicates that no prior permission was sought nor any intimation or communication was submitted by the contractor namely M/s. Kotia Projects with regard to sub-contract of the boating activities at Harni Motnath Lake, nor any such permission was granted by the Corporation.

2. Taking note of the above, in view of the directions issued by the Apex Court in the order dated 28.07.2025 while permitting the petitioner to file application for impleadment of the joint venture partners as respondents in the petition, we

allow the impleadment application, seeking for impleadment of opposite party nos.5 and 6 as parties in the writ petition. The request for impleadment of the Insurance Company namely opposite party no.7 has already been granted vide order dated 10.10.2025 passed by us in the Civil Application No.2 of 2025.

3. With the above, the Civil Application No.2 of 2025 stands disposed of. Let the necessary incorporation be made in the array of parties within the course of the day. Disposed of, accordingly.

ORDER IN WRIT PETITION (PIL) NO.

4. Let a **Notice be issued** to the newly impleaded respondent namely *United India Insurance Company*, with which, according to the petitioner, there was an Insurance Policy, operating for the period from 09.01.2024 to 08.01.2025, to show cause as to why the liability to pay compensation determined by the Sub Divisional Magistrate and Deputy Collector under the directions issued by this Court, in favour of the family members of 14 deceased and 02

injured persons, shall not be fastened upon it. The Notice be sent through the ***speed post***. Steps be taken within two weeks.

5. As regards the liability of the newly impleaded respondents namely Trisar Enterprise and Dolphin Entertainment, on the basis of the alleged tripartite agreement dated 08.06.2023 entered into between the respondent no.4 namely M/s. Kotia Projects and the said entities, the question before us is as to how the liability for the compensation determined under the order of this Court, can be fastened upon them, in view of the fact that there was no permission of the Vadodara Municipal Corporation to sub-contract the project.

6. The moot question before us is as to whether the tripartite agreement dated 08.06.2023 allegedly arrived by respondent no.4 and the newly impleaded respondents namely Trisar Enterprise and Dolphin Entertainment can be said to be an agreement, which would fall within the scope of the original contract between Kotia Brothers and Vadodara Municipal Corporation, binding third parties for any breach

on the part of one of the contracting parties. This question is to be answered by the learned counsel for the respondent no.4 even before we proceed to issue notice to the said newly impleaded respondents.

7. On this issue, the learned advocate for the respondent no.4 prays for and is granted adjournment to enable him to make his submission.

8. The response of the Insurance Company shall be filed by the next date fixed.

Put up this matter on **16.01.2026 at 12:30 p.m.**

(SUNITA AGARWAL, CJ)

(D.N.RAY,J)

A. B. VAGHELA