

***IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION***

WRIT PETITION NO.10864 OF 2023

Mukne Dharan Prathamik Bhujalashayeen
Sahakari Sanstha Ltd.,
A registered cooperative society over Mukne Dam,
Having office at
Awali Dumal, Post-Vaitarnanagar,
Tal-Igatpuri, Dist-Nashik.

...Petitioner

Versus

1. State of Maharashtra
Copy to be served on the government
pleader writ cell
2. Principal Secretary,
Department of fisheries,
Government of Maharashtra.
3. Maharashtra Fisheries Development
Corporation Ltd., Mumbai
Having its registered office at
Third floor, N.K.M. International House,
Jeevan Veema Mahamandal, Behind (Yogkshem)
Babubhai M Chinoy Road,
Mumbai – 400021.
4. M/s Pure Fisheries
Having its office at
Pandurang Niwas, Mumbai Agra Road,
Sunderban colony, Lekhanagar, Cidco,
Nashik – 422 009.

...Respondents

Mr. Sushant S. Prabhune with Mr. Harsh Tiwari, for the Petitioner.

Mr. M. M. Pable, A.G.P. for the Respondent Nos.1 and 2-State.

Mr. Rohit Sakhadeo for the Respondent No.3.

Mr. Surel Shah, Senior Advocate with Mr. Sachin Gite, for the Respondent No.4.

***CORAM: BHARATI DANGRE &
MANJUSHA DESHPANDE, JJ.***

DATE : 24th FEBRUARY 2026

JUDGMENT (Per Manjusha Deshpande, J.) :

1. Rule. Rule is made returnable forthwith with the consent of the parties and is taken up for final disposal. Learned advocate appearing for the respondents waive notice on behalf of the respective respondents.

2. This Writ Petition raises challenge to the Corrigendum dated 3rd January 2022 to the Government Resolution dated 3rd July 2019 issued by the Government of Maharashtra, Fisheries Department seeking further directions to set aside the Addendum dated 12th

September 2022 and also declare that the lease order dated 11th May 2023 and the reservoir lease agreement dated 11th May 2023 executed in favour of the respondent No.4 is null and void.

3. The learned advocate Mr. Prabhune for the petitioner submits that the Petitioner-Society is a Fisheries Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 and is *inter alia* engaged in carrying on business of fishing since long. The Society is registered over the Mukne Dam in Nashik District. The fishermen who are the members of this Society have been doing fishing business even before the construction of the dam. According to him there is a long history to the Co-operative Fishing in the State of Maharashtra.

4. The policy of the government *qua* leasing of the reservoirs for fishing business has been consistent over the years. In the first Government Resolution dated 24th May 1950, the rights and priorities of the Co-operative Fisheries Societies were recognised and taken care

by the Government. The Fisheries Societies were given priority while leasing the reservoirs, and the lease amount was fixed after negotiations with the Societies. This policy of the government has undergone a change over the period of time, however a major change was seen in the policy, when the Government Resolution dated 29th June 1995 was issued prescribing categorization of reservoirs into two categories according to the extent of area i.e. upto 200 hectares and above 200 hectares. The lease period was five years and the fishing rights were to be given to the Primary Fishery Societies, without conducting any auction, on contract basis, only in case no Co-operative Society comes forward, tenders could be issued.

5. There was a drastic change effected in the earlier policy of the Government which was reflected in the Government Resolution dated 3rd July 2019. A fresh policy decision was taken by the Government by superseding all the earlier Government Resolutions. The reservoirs were divided into three categories, first category upto 500 hectares, second was between 500 to 1000 hectares and third

category was above 1000 hectares. The lease period of the reservoirs was fixed for five years. The rights of the respective Fisheries Co-operative Society, was restricted to the extent of the reservoir on which they are registered. Some of the reservoirs were transferred to the Maharashtra Fisheries Development Corporation ('MFDC'), which is an independent body. Therefore the Corporation was at liberty to fix the upset price of the lease as per its own policy. In short, the policy provided that the Fisheries Co-operative Societies registered on a particular reservoir only shall be entitled for priority in fishing rights and to participate in the process for allotment of lease.

Though the Government Resolution dated 3rd July 2019 did not stipulate that the MFDC, on its own could lease the reservoir by public auction, yet the Fisheries Development Corporation had granted lease in favour of a private company, which resulted in filing of Writ Petition No.9397 of 2017. During the pendency of the writ petition, a Corrigendum came to be issued titled as Shudhipatrak/Corrigendum, dated 3rd January 2022 which effected change in Clause 11 of the Government Resolution dated 3rd July

2019, to be read as “The Maharashtra Fisheries Development Corporation” was at liberty to fix the minimum lease price and it was also open for the Corporation to conduct an e-tender process open to all” and Clause 13 of the Government Resolution dated 3rd July 2019, shall not be applicable to the Maharashtra Fisheries Development Corporation.

The petitioner being aggrieved by this Corrigendum granting unfettered powers to the Fisheries Development Corporation to conduct e-tender process and grant lease of the reservoirs transferred to it has approached this Court.

The learned advocate Mr. Prabhune would submit that, though the Corrigendum dated 3rd January 2022, is titled as Shudhipatrak/Corrigendum, it is not of a clarificatory nature, on the contrary it is in absolute conflict with the original Government Resolution and contrary to the object behind the Policy of the Government, to encourage the poor fishermen, by granting them fishing rights on lease which was in existence for years together. It is submitted that the very nature of the original policy has been sought to

be changed by way of the Corrigendum by introducing a new clause permitting the respondent No.3- MFDC to issue lease orders in favour of private contractors thereby jeopardizing the rights of the fishermen community.

It is contented that the Fishery Co-operative Societies, are not in a position to compete, with the private entities who are commercially active and have a financial capacity to enter into competitive bidding process, when pitted against strong entity who have the capacity to bid at high price. As a result of the Corrigendum, the petitioner and similarly situated Societies, are deprived of the lease in respect of the reservoir, on which they are registered. The subsequent Addendum dated 12th September 2022, though provides priority to the Fishery Co-operative Societies to exercise its right of first refusal, in case they participate in the tender process; granting 20% discount in the bid amount is nothing but an eyewash, which is of no help to the Fisheries Societies.

It is submitted that in furtherance of the aforementioned policy the respondent No.3-Maharashtra Fisheries Development

Corporation Ltd. issued e-tender notice dated 15th March 2023 in respect of lease of Mukne reservoir for the period 2023 – 2024 to 2027 – 2028 i.e. for a period of five years with a minimum bid of Rs.24,15,763/- which was way beyond the financial capacity of the Petitioner-Society, thereby totally ousting them from the competition. Thus, according to the petitioner the changed policy is absolutely unfair, arbitrary and unconstitutional on the very face of it. Though the petitioner had raised objection to the two bidders, who had participated in the tender process, cognizance of his complaint was not taken and respondent No.3-Maharashtra Fisheries Development Corporation Ltd. has gone ahead and completed the tender process by awarding lease in favour of respondent No.4, for a period of five years vide order dated 11th May 2023 which needs to be quashed and set aside.

The learned advocate for the petitioner also relies on Rule 10 of the Maharashtra Land Revenue (Nistar Pratak and Regulation of Fishing) Rules 1973, which categorically recognises the rights of the Co-operative Fishing Societies in the village in which the tank is

situated. Rule 10 of the said Rules provides that where it is proposed to grant the right to fish and to carry away the fish caught in any Government tank, preference shall be given to the Co-operative Societies of Fishermen, if no such Co-operative Society is available in the village or not interested in being granted such rights, fishermen who in past have taken interest shall be taken into consideration. This policy of the Government according to him has been consistent since 1973 and applied throughout the State which is now sought to be amended vide the Corrigendum and later by an Addendum. He also relies on the Full Bench decision of the High Court of Uttar Pradesh wherein the observation has been made by the Full Bench that the settlement of fishery right is settlement of property and is a right in immovable property in the nature of “profit à prendre”.

6. The learned advocate for the petitioner submits that the policy of the government in the impugned Corrigendum is in breach of the Directive Principles of State Policy as contained in Article 38(2), 39(C) and 46 of the Constitution of India. It is submitted that by

way of a Corrigendum a totally new clause has been introduced by the State Government, which is in conflict with the policy decision taken by the government vide Government Resolution dated 3rd July 2019. Thus, such Corrigendum which is not in consonance with the policy becomes untenable and requires interference by this Court. The learned advocate relies on the decision of the Hon'ble Supreme Court dated 2nd April 2025 in *Masaidevi Vividh Karyakari Sahakari Seva Sanstha Maryadit Warewadi v/s The State of Maharashtra and Ors*¹. More particularly reliance is placed on para 32 of the judgment, wherein the Hon'ble Supreme Court has observed that, the State Government may use its discretion for relaxation of conditions, however, the discretion cannot be used to frustrate the very object of the act. If at all relaxation of pre-requisites is necessary, it can be done only through a Government Resolution and not at the whims of the State Government. Once the eligibility standards have been set out by the State Government, only proper route to introduce any alteration or relaxation of any condition would be through a subsequent Government Resolution, this observation according to the learned

1 2025 SCC OnLine SC 713

advocate squarely covers the case of the petitioner.

7. Per contra, the learned A.G.P. Mr. Pable appearing for the respondent Nos.1 and 2 relying on the reply affidavit, would submit that, the Corrigendum dated 3rd January 2022, has been issued to bring clarity regarding the autonomy for the administration of 18 reservoirs transferred to the MFDC as per the earlier policy decisions of the Government. He submits that pursuant to the various orders passed by the High Court at Bombay and its Bench at Nagpur in Public Interest Litigation Nos.48 of 2017 and 32 of 2018, all the earlier Government Resolutions pertaining to the policy for awarding the lease of fishing rights have been superseded and a new policy for grant of fishing rights on lease for the reservoirs in the State has been approved vide Government Resolution dated 3rd July 2019. While issuing the said Government Resolution all issues related to Co-operative Sector while granting fishing rights have been rightly taken into consideration. There are 2498 reservoirs/lakes in the entire State of Maharashtra under the control of Fisheries Department, out of which 18 reservoirs

have been transferred to the MFDC. The decision to transfer these reservoirs has been taken to increase the fish production and promote better fishing techniques. In furtherance to the policy decision of the State, Mukne Reservoir has been transferred to MFDC vide Government Resolution dated 12th September 2017.

8. While justifying the Corrigendum dated 3rd January 2022, Mr. Pable would submit that, it had come to the notice of the Government that there is lack of clarity in Clause 11, particularly about the applicability of Clause 13 of the Government Resolution dated 3rd July 2019, and its overall applicability to the reservoirs transferred to the MFDC. Clause 11 of the original Government Resolution dated 3rd July 2019 stipulated that Corporation is at liberty to determine the minimum tender price as per its own policy. However, there was no clarity about implication of the Clause 13 on the respect Clause 11 of the Government Resolution which provided for procedure to be adopted while leasing the reservoirs, applicable to all the reservoirs without any exception. In order to remove the

anomaly in the Government Resolution dated 3rd July 2019, the Corrigendum dated 3rd January 2022 has been issued.

So far as the, award of tender in favour of respondent No.4 is concerned, it is submitted that a tender notice was issued thrice for the award of the fishing contracts for a period of five years from 2017 to 2022, for the Mukne reservoir, in response to it four bids were received, no Fishermen Co-operative Society participated in it. The respondent No.4 who was a highest bidder was awarded the contract. It is submitted that no Fishermen Society has participated in the said tender process. Therefore, the fishing rights were awarded in favour of the respondent No.4 for a period of five years from 2023 – 2024 to 2027 – 2028.

It is submitted that though the fishing rights are granted to the respondent No.4 the Government Resolution dated 3rd July 2019, permits that members of registered societies and local fishermen to exercise their fishing rights on the said reservoir therefore no prejudice is caused to the petitioner. It is further submitted that as a result of impugned Corrigendum dated 3rd January 2022, the Registered

Fisheries Co-operative Societies are not prohibited from participating in the tender process. In fact, if they participate in the tender process they are entitled to procure fishing rights by paying 20% less than the highest bidder as per the addendum dated 12th September 2022 to Corrigendum dated 3rd January 2022. It is submitted that no prejudice is caused to the petitioner due to the Corrigendum dated 3rd January 2022. Thus the writ petition deserves to be dismissed.

9. Mr. Rohit Sakhadeo, learned advocate for the respondent No.3–MFDC would submit that the respondent is a government company formed with an object of promoting, encouraging, conducting and development of fishing and allied activities in State of Maharashtra. The MFDC is regulating the fishing activities of various reservoirs pursuant to the policies and directions issued by the Government from time to time. His first objection is regarding the belated challenge to the Corrigendum issued to the 3rd July 2019, which is challenged in the year 2023. Hence, according to him the petition suffers from delay and laches. His further objection is to the

Writ Petition No.7153 of 2019 filed by the present petitioner, which also pertains to issue of fishing rights over the same reservoir. Hence the present petition agitating the same issue cannot be entertained.

According to him, the impugned Corrigendum did not completely take away the right of the petitioner, but it only regulates the manner in which the rights were to be exercised by the Corporation. The Clause 11 of the Government Resolution dated 3rd July 2019, has been rightly modified, since the Corporation is an independent autonomous body therefore it is very much at liberty to determine the minimum lease amount over the reservoir, as per its own policy. Hence, the clarification given in the Corrigendum does not in any manner take away any rights of the petitioner. Even otherwise, the addendum dated 12th September 2022, gives the first right of refusal to the registered local Fishing Co-operative Societies.

The petitioner herein was called upon to participate in e-tender, yet the petitioner had failed to participate inspite of sufficient encouragement and opportunity for which the respondents cannot be blamed. In fact, so as to enable the petitioner to participate in the e-

tender process, seven days extension for submission of its bid was given. The respondent No.4 who is a qualified bidder has been given the fishing rights over the reservoir by following due procedure of law. The Corporation has not taken any action which is in contravention of the Government directions, as such the writ petition does not deserve consideration and requires to be dismissed. In support of his submission reliance is placed on the order passed by the Nagpur Bench of this Court in Writ Petition No.4893 of 2024 wherein a challenge has been raised by *Shripad Masemari Sahkari Sanstha Maryadit, Kopara (Jankar) and Another v/s The State of Maharashtra and Others*² to the Corrigendum dated 3rd January 2022 impugned in the present writ petition. We have perused the order passed by the Coordinate Bench of this Court. It appears that the challenge in the said writ petition was raised on the ground that the Corrigendum was violative of Article 14 and 19 of the Constitution of India. However, the challenge has been turned down by this Court on the ground that the petitioners therein had not participated in the tender process without making any observations about the validity of the

2 Writ Petition No.4893/2024 decided on 16.10.2024.

Corrigendum dated 3rd January 2022 under challenge. Since there is no observation made by this Court on the merits of the matter, we do not find any impediment in entertaining the present writ petition.

10. Mr. Surel Shah representing the respondent No.4-M/s Pure Fisheries relying on his reply affidavit as well as the additional affidavit filed in the Court on 11th February 2026, would submit that he has participated in the e-tender process in response to the notice dated 15th March 2023. Though the petitioner was all the while aware about the issuance of e-tender notice, he has not raised timely challenge to the said e-tender notice. Admittedly, though the petitioner had an opportunity, he has chosen not to participate in the tender process and has also failed to challenge it at an appropriate time. According to him, lease for a period of five years has been awarded to respondent No.4 by virtue of lease order dated 11th May 2023. In furtherance of the lease order the respondent No.4, has made huge investments and has undertaken operational activities including stocking the reservoir with seeds. Cancellation of his allotment at this stage would entail in

causing irreparable loss and serious prejudice to the respondent No.4. The respondent No.4 has given the details of the investments made by them on the reservoir during last three years, which comes to Rs.1,29,32,350/-. Apart from the above investments he has also paid tender fees for last three years which comes to Rs.87,74,810/-. With the aforesaid figures, the learned senior counsel for the respondent No.4 has tried to impress upon us that, great prejudice will be caused to the respondent No.4 if the lease period which was to end in 2027 – 2028 is abruptly terminated in the midst. He, therefore, prays that no interference is called for in the midst of the ongoing lease of the respondent No.4. The learned senior counsel for the respondent No.4 has relied on the following judgments in *Narmada Bachao Andolan v/s State of Madhya Pradesh and Another.*³ and *P. Joseph John v/s The State of Travancore-Cochin*⁴ wherein the issue with regard to the compliance with Rules of Business whether mandatory or directory has been decided.

3 (2011) 12 SCC 333

4 (1954) 2 SCC 747

11. We have heard the submissions advanced by the respective advocates representing the parties. We have also perused the documents placed on record with the assistance of the parties. Upon due consideration of the arguments as well as the documents in our view, the moot question that arises for determination before this Court are, (1) whether it is permissible to effect changes in the Clause 11, of the Government Resolution dated 3rd July 2019, by issuing Corrigendum dated 3rd January 2022 and Addendum dated 12th September 2022 claiming to be correcting the mistake crept up in the parent Government Resolution? (2) whether such Corrigendum and Addendum can be issued after lapse of more than two years? Insofar as, answer the second question about the objection, on the ground of delay is concerned, bare perusal of the relevant dates itself making it clear that there is no delay by the petitioner in approaching this Court. The challenge is raised by the petitioner by filing this petition on 24th July 2023, while the Corrigendum is issued on 3rd January 2022 and Addendum on 12th September 2022. Thus there is no delay in approaching this Court. If at all there is any delay, it is by the State

Government, while issuing Corrigendum and Addendum respectively to the Government Resolution dated 3rd July 2019, after a period of more than 2 ½ years.

For deciding the first question formulated by us, it is desirable to reproduce, the Clause 11 of the Government Resolution dated 3rd July 2019 reads thus:-

११. जलाशय/तलाव ठेका धोरणातील तरतुदी या महाराष्ट्र मत्स्योद्योग विकास महामंडळाकडे हस्तांतरीत केलेल्या जलाशयासाठी सुध्दा लागू राहतील. तथापि, सदर महामंडळ हे स्वायत्त संस्था असल्याने जलाशय / तलाव यांच्याकरीता आकारण्यात येणारी न्युनतम तलाव ठेका रक्कम महामंडळाच्या धोरणानुसार ठरवण्याची मुभा राहिल. महामंडळास खाजगी, सार्वजनिक सहभागाने प्रकल्प राबवयाचा झाल्यास अशा प्रकल्पांना शासनाची पुर्व परवानगी घेणे बंधनकारक राहिल.

Whereas the correction effected by the Corrigendum to the said Government Resolution issued on 3rd January 2022 reads as follows:-

मत्स्य व्यवसायाकरिता जलाशय/तलाव
ठेक्याने देण्यासाठी सुधारित धोरण..

महाराष्ट्र शासन
कृषी, पशुसंवर्धन, दुग्धव्यवसाय विकास व मत्स्यव्यवसाय विभाग
शासन शुद्धीपत्रक क्रमांक: मत्स्यवि-२०१६/प्र.क्र.१७१(भाग २)/पदुम-१३
मंत्रालय, मुंबई-४०० ०३२
दिनांक : ०३ जानेवारी, २०२२

वाचा :

समक्रमांकाचा शासन निर्णय दि. ०३ जुलै, २०१९

प्रस्तावना :

उपरोक्त वाचा येथील शासन निर्णयान्वये मत्स्यव्यवसाय विभागांतर्गत येणाऱ्या जलाशय/तलावात मासेमारी करण्याकरिता ठेक्याने देण्याच्या धोरणास मान्यता दिलेली आहे. सदर शासन निर्णयातील अ. क्र. ११ व अ. क्र. १३ मध्ये सुस्पष्टता नसल्यामुळे अनेक न्यायालयीन दावे निर्माण होत असल्याचे शासनाच्या निदर्शनास आले आहे. त्यामुळे वाचा येथील शासन निर्णयामधील अट क्र. ११ सुधारित करण्याची बाब शासनाच्या विचाराधीन होती.

शासन शुद्धीपत्रक-

उपरोक्त वाचा येथील दि. ०३.०७.२०१९ रोजीच्या शासन निर्णयातील अ. क्र. ११ येथील मुद्दा खालीलप्रमाणे वाचण्यात यावा.

“जलाशय/तलाव ठेका धोरणातील तरतुदी या महाराष्ट्र मत्स्योद्योग विकास महामंडळाकडे हस्तांतरीत केलेल्या जलाशयासाठी सुध्दा लागू राहतील. तथापि, सदर महामंडळ हे स्वायत्त संस्था असल्याने जलाशय/ तलाव यांच्याकरीता आकारण्यात येणारी न्युनतम तलाव ठेका रक्कम महामंडळाच्या धोरणानुसार ठरवण्याची तसेच सर्वांसाठी खुल्या ई-निविदेने कार्यवाही करण्याची मुभा महामंडळास राहिल. त्या अनुषंगाने मुद्दा क्र. १३ महामंडळास लागू राहणार नाही. महामंडळास खाजगी, सार्वजनिक सहभागाने प्रकल्प राबवयाचा झाल्यास अशा प्रकल्पांना शासनाची पुर्व परवानगी घेणे बंधनकारक राहिल.”

शासन शुद्धीपत्रक क्रमांक: मत्स्यवि-२०१६/प्र.क्र. १७१(भाग २)/पदुम-१३

३. सदर शासन शुद्धीपत्रक महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आले असून त्याचा संकेतांक २०२२०१०५१२३४४८०२०१ असा आहे. हे शुद्धीपत्रक डिजिटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे. **Shrinivas Jagannath Shastrri**

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

(श्रीनिवास शास्त्री)
उप सचिव, महाराष्ट्र शासन

प्रत,

१. मा. राज्यपाल यांचे सचिव
२. मा. मुख्यमंत्री यांचे प्रधान सचिव
३. मा. मंत्री / राज्यमंत्री यांचे खाजगी सचिव (सर्व)
४. मा. मुख्य सचिव, महाराष्ट्र राज्य
५. अपर मुख्य सचिव (नियोजन), मंत्रालय, मुंबई.
६. अपर मुख्य सचिव (वित्त), मंत्रालय, मुंबई.
७. अपर मुख्य सचिव (महसुल), मंत्रालय, मुंबई.
८. प्रधान सचिव (वने), मंत्रालय, मुंबई.
९. प्रधान सचिव (ग्रामविकास), मंत्रालय, मुंबई.
१०. प्रधान सचिव (सहकार), मंत्रालय, मुंबई.
११. प्रधान सचिव (आदिवासी विकास विभाग), मंत्रालय, मुंबई.
१२. प्रधान सचिव (सामाजिक न्याय व विशेष सहाय्य विभाग), मंत्रालय, मुंबई.
१३. प्रधान सचिव (पदुम), मंत्रालय, महाराष्ट्र राज्य, मुंबई.
१४. सचिव (जलसंपदा), मंत्रालय, मुंबई.
१५. सचिव (लक्षवे), मंत्रालय, मुंबई.
१६. आयुक्त मत्स्यव्यवसाय, महाराष्ट्र राज्य, मुंबई.
१७. सह आयुक्त (भुजल), मत्स्यव्यवसाय, महाराष्ट्र राज्य, मुंबई.
१८. कार्यकारी संचालक, महाराष्ट्र कृष्णाखोरे विकास महामंडळ, सिंचन भवन, पुणे
१९. कार्यकारी संचालक, महाराष्ट्र गोदावरी मराठवाडा पाटबंधारे विकास महामंडळ, औरंगाबाद.
२०. कार्यकारी संचालक, महाराष्ट्र विदर्भ पाटबंधारे विकास महामंडळ, नागपुर.
२१. कार्यकारी संचालक, महाराष्ट्र तापी पाटबंधारे विकास महामंडळ, जळगाव.
२२. कार्यकारी संचालक, कोकण पाटबंधारे विकास महामंडळ, ठाणे.
२३. उप निबंधक सहकारी संस्था (मत्स्य), आयुक्त मत्स्यव्यवसाय यांचे कार्यालय, मुंबई.
२४. सर्व जिल्हा सहाय्यक निबंधक, सहकारी संस्था (दुग्ध)
२५. सर्व सहाय्यक आयुक्त मत्स्यव्यवसाय.
२६. महालेखापाल (लेखापरीक्षक/लेखा अनुज्ञेयता) मुंबई/नागपूर
२७. निवडनस्ती.

पृष्ठ २ पैकी २

12. Upon comparing these two clauses it can be evinced that in the Government Resolution dated 3rd July 2019, the Government

was very much clear that the conditions and procedure in the Government Resolution dated 3rd July 2019 for allotting reservoirs on lease would be applicable, even to the reservoirs transferred to the MFDC. The only exception carved out was that the Corporation being an autonomous body was at liberty to fix the minimum tender price, for the reservoirs transferred to, it as per its own policy. Which means except the liberty to fix the minimum upset price for the lease, all other terms and conditions remained the same as per the policy of the Government, applicable to all other reservoirs under the control of the State Government. This, expression of policy contained in Clause 11, was very much clear and unambiguous, hence there was no question of any confusion whatsoever.

The Corrigendum dated 3rd January 2022, granting liberty to the Corporation to call upon bids through open e-tender process, and also declaring that Clause 13 of the Government Resolution of 3rd July 2019 shall not be binding on respondent No.3, has resulted in bringing drastic change in the Policy of the Government.

Clause 13 of the Government Resolution dated 3rd July 2019 provides for the procedure to be adopted while granting leasing rights on the reservoirs, based on the extent of area covered under the reservoir. Clause 13 of the Government Resolution dated 3rd July 2019 reads thus:-

शासन निर्णय क्रमांक: मत्स्यवि २०१६/प्र.क्र.१७१(भाग १)/पदुम १३

१३. तलाव ठेका देण्याची कार्यपध्दती :-

१३.१) जलक्षेत्र ५०० हेक्टर पर्यंतचे तलाव/जलाशय -

अ) जलक्षेत्र ५०० हेक्टर पर्यंतचे तलाव/जलाशय यासाठी तलाव ठेका रक्कम विनाशुल्क राहिल.

ब) तलाव /जलाशयावर केवळ एक संस्था नोंदणी /निर्धारण (नोंदणीकृत) झालेली असल्यास सदर संस्थेस पात्रतेच्या निकषानुसार तलावाचा ठेका देण्यात येईल.

क) मात्र तलाव/जलाशयावर एकापेक्षा अधिक संस्था नोंदणी /निर्धारण (नोंदणीकृत) झालेली असल्यास त्या सर्व संस्थांना विनाशुल्क मासेमारी ठेका देण्यात येईल. नोंदणी /निर्धारण (नोंदणीकृत) झालेल्या मच्छीमार सहकारी संस्था मार्फत वार्षिक इष्टतम मत्स्य बोटुकली संचयन व अनुषंगिक बाबीकरीता सम प्रमाणात जबाबदार राहतील. वार्षिक इष्टतम मत्स्यबोटुकली साठवणुक / संचयनाची १०% आगाऊ रक्कम सहाय्यक आयुक्त मत्स्यव्यवसाय यांच्याकडे जमा करण्यात यावी.

ड) ५०० हेक्टर पर्यंतच्या तलाव/जलाशयावर नोंदणी/निर्धारण (नोंदणीकृत) झालेल्या संस्थांनी तलावाचा ठेका न घेतल्यास सदर तलाव जाहीर लिलावाद्वारे संबंधित जिल्ह्यातील नोंदणीकृत संस्थांना मासेमारीसाठी ठेक्याने देण्यात येईल.

इ) सदर तलाव जिल्ह्यातील कोणत्याही संस्थेने जाहिर लिलावाद्वारे ठेक्याने न घेतल्यास सदर तलाव ठेका जाहिर ई- निविदेने ठेक्याने देण्यात येईल .

ई) एखादया तलावावर कोणतीही मच्छीमार सहकारी संस्था नोंदणीकृत झालेली नसेल तर अशा तलावांबाबत ई-निविदा प्रक्रिया राबविण्यात येईल.

१३.२) जलक्षेत्र ५०० हेक्टर ते १००० हेक्टर पर्यंतचे तलाव/जलाशय-

(अ)तलाव /संबंधित जलाशयावर केवळ एक संस्था नोंदणी झालेली असल्यास सदर जलाशय संबंधित तलावावरील नोंदणीकृत संस्थेला रु.६००/- प्रती हेक्टर प्रमाणे किंवा तलाव ठेका धोरण शासन निर्णय दि.२६/०६/२०१४ मधील नमुद तलाव ठेका रक्कम आकारणीच्या सुत्रानुसार ठेक्याची रक्कम यापैकी जी कमी असेल ती रक्कम आकारण्यात येईल.

(ब) मात्र तलाव/जलाशयावर एकापेक्षा अधिक संस्था नोंदणी झाल्या असल्यास त्या संस्थांमध्ये न्यूनतम ठेकापेक्षा अधिकतम बोली रक्कम बोलणा-या मच्छीमार सहकारी संस्थेस लिलाव पध्दतीने मासेमारी ठेका देण्यात येईल .

(क) तलाव/जलाशयावर नोंदणी झालेल्या संस्थांनी तलावाचा ठेका न घेतल्यास सदर जलाशय जाहिर लिलावाद्वारे संबंधित जिल्ह्यातील नोंदणीकृत संस्थांना/संघाना मासेमारीसाठी ठेक्याने देण्यात येईल.

(ड) सदर तलाव/जलाशय जिल्हयातील कोणत्याही संस्थेने जाहिर लिलावाद्वारे ठेक्याने न घेतल्यास जलाशय ठेका जाहिर ई निविदेने ठेक्याने देण्यात येईल.

(इ) एखादया तलाव/ जलाशयावर कोणतीही मच्छीमार सहकारी संस्था नोंदणीकृत झालेली नसेल तर अशा तलावांबाबत ई-निविदा प्रक्रिया राबविण्यात येईल.

१३.३) जलक्षेत्र १०००हेक्टर वरील जलाशय-

अ) जलाशयावर केवळ एक संस्था नोंदणी झालेली असल्यास सदर जलाशय संबंधित तलावावरील नोंदणीकृत संस्थेला रु.१००/- प्रती हेक्टर प्रमाणे किंवा तलाव ठेका धोरण शासन निर्णय दि.२६/०६/२०१४ मधील नमुद तलाव ठेका रक्कम आकारणीच्या सुत्रानुसार ठेक्याची रक्कम यापैकी जी कमी असेल ती रक्कम आकारण्यात येईल

ब) मात्र तलाव/जलाशयावर एकापेक्षा अधिक संस्था नोंदणी झाल्या असल्यास त्या संस्थांमध्ये न्यूनतम ठेकापेक्षा अधिकतम बोली रक्कम बोलणा-या मच्छीमार सहकारी संस्थेस लिलाव पध्दतीने मासेमारी ठेका देण्यात येईल

(क) तलाव/जलाशयावर नोंदणी झालेल्या संस्थांनी तलावाचा ठेका न घेतल्यास सदर जलाशय जाहिर लिलावाद्वारे संबंधित जिल्हयातील नोंदणीकृत संस्थाना/संघाना मासेमारीसाठी ठेक्याने देण्यात येईल.

(ड) सदर तलाव/जलाशय जिल्हयातील कोणत्याही संस्थेने जाहिर लिलावाद्वारे ठेक्याने न घेतल्यास जलाशय ठेका जाहिर ई निविदेने ठेक्याने देण्यात येईल.

(इ) एखादया तलाव/ जलाशयावर कोणतीही मच्छीमार सहकारी संस्था नोंदणीकृत झालेली नसेल तर अशा तलावांबाबत ई-निविदा प्रक्रिया राबविण्यात येईल.

शास्त्रोक्त पध्दतीने मत्स्योत्पादन घेण्याकरिता १००० हेक्टर व त्यावरील जलाशयामध्ये प्रकल्प राबविताना मत्स्यव्यवसाय पदवी (B.F.Sc.), किंवा पदव्युत्तर पदवीधारक (M.F.Sc.), मत्स्यव्यवसायातील पदविका (Diploma) तसेच प्राणीशास्त्र पदवीधारक पदव्युत्तर (M.Sc.),/पदवी (B.Sc.) किंवा शासन मान्य प्रशिक्षित/ अनुभवी अर्हताधारकास सदर प्रकल्पावर व्यवस्थापक म्हणून नेमणे बंधनकारक राहिल.

13. Though the Government Resolution has been categorized in three distinct categories, all the terms and conditions in each of the categories gives priority to the Fishing Co-operative Societies, registered on that particular reservoir. Upon the refusal by such Fishing

Co-operative Societies, the leasing rights were to be offered to other Fishing Co-operative Societies registered in the District. In case no Society in the District comes forward, only in such contingency the contract is to be awarded through e-tendering. These restrictions contained in the Clause 13 of the Government Resolution dated 3rd July 2019, have been done away with by providing that the respondent No.3-MDFC would be at liberty to not only to fix the upset price but also issue e-tender inviting bids from the public at large, without restrictions as contained in Clause 13 of the Government Resolution dated 3rd July 2019.

A totally 180 degree change in the stance has been taken in the Policy by the government by issuing the Corrigendum dated 3rd January 2022. The MFDC has been exempted from giving priority to the Fishing Societies registered on the reservoir, by directly permitting to issue e-tender calling bids from public at large. This change has been effected by way of a Corrigendum.

The meaning of the word 'Corrigendum' as explained in Black's Law Dictionary (8th Edition) is "an error in a printed work

discovered after the work has gone to press.” The word originates from the latin word *corrigerere* meaning ‘to correct’

A Corrigendum is usually issued to correct minor mistakes in a published book, journal or a report; to correct the errors discovered after its printing.

14. Similarly an Addendum is usually issued as a supplementary document added to an original document, after its issuance. Its primary purpose is to add a new information clarifying the existing terms or include missing details, without rewriting the entire original document. After its addition it becomes part of the original document. However, even an addendum is issued to correct minor mistakes, clarify an ambiguous clause or extend a dead line. The fact remains that even for issuance of addendum it has to undergo some rigors, required to be undertaken while issuing the original document.

15. In view of this position even the addendum dated 12th September 2022 issued adding clause 11A, B and C providing for right

of first refusal to the Fishermen Society; granting 20% discount in the tender amount offered by the highest bidder, it amounts to making changes in the original Policy decision and it in no way protect the interest of such societies. These additions to the original Government Resolution dated 3rd July 2019 does not restore the rights of the Fisheries Societies, which are taken away by the Corrigendum dated 3rd January 2022.

16. We may profitably refer to a decision of this Court in a Judgment delivered in a group of Writ Petitions involving similar issue in Writ Petition No.3712 of 2017, with connected Writ Petitions decided on 30th August 2024. The subject matter of the writ petitions was a Corrigendum issued to the Government Resolution issued by the Ministry of Co-operation, Marketing and Textile, whereby a Clause in the Government Resolution dated 23rd September 2013, permitting only one Primary Agricultural Credit Co-operative Society in one Revenue Village, was sought to be replaced by way of Corrigendum, permitting registration of more than one Society, was under challenge.

While setting aside the Corrigendum, this Court has observed that when a new condition/eligibility is sought to be replaced by another condition/eligibility, one cannot say that, such a change would fall within the scope and ambit of Corrigendum to clarify the errors crept in the main document.

17. The impugned Corrigendum and addendum do not simply make corrections in the original document. In fact according to the affidavit of the respondent Nos.1 and 2 the 'Corrigendum' was required to be issued to bring clarity with regard to the autonomy for the administration of 18 reservoirs transferred to the MFDC, in its earlier policy decision contained in Government Resolution dated 3rd July 2019. It is also stated that since there was no clarity in the clause 11 of Government Resolution dated 3rd July 2019, it was required to be amended by way of Corrigendum. The original Government Resolution dated 3rd July 2019, has been issued revising the earlier policy decision of the government superseding all the earlier Government Resolutions about policy of leasing, the reservoir/water

bodies, for fishing rights in the State of Maharashtra.

The learned senior counsel for the respondent No.4 during the course of arguments has tendered a compilation of judgments, on the issue of necessity of compliance with Rules of Business, when it is mandatory and when directory. However, in the present case the issue of non-adherence to the Rules of Business has not been raised, nor the respondent Nos. 1 and 2 who are the policy makers have either in their affidavit or during the course of arguments stated that the 'Corrigendum' as well as the 'Addendum' have been issued in compliance with the Rules of Business. Therefore, we do not propose to delve on that issue.

Suffice it to say that we are restricting the scope of the present writ petition to the extent of challenge to the 'Corrigendum' followed by the 'Addendum' which has taken away the existing rights of the petitioner and the similarly situated Fishermen Societies in the State.

18. A comprehensive and substantive policy is framed by the Government vide Government Resolution dated 3rd July 2019, on the basis of the recommendations made by Dr. Chandraprakash Committee and various reports as well as orders passed by this Court and directions issued from time to time. The preface of the Government Resolution sets out the background on which such policy decision was taken, which indicates that the policy decision was taken to make the leasing of reservoir policy more public oriented. The changes have been brought into effect in the Government Resolution, keeping in mind the very object as stated in the preface of the Government Resolution. The procedure for the leasing has been set out in Clause 13 of the Government Resolution, dividing the water bodies in the State into three categories depending on the area occupied by such water bodies. All the terms and conditions applicable to the categories mentioned therein are similar to all the categories, which unequivocally gives first preference to the Fishermen Societies who are registered on a particular reservoir that is to be leased. This particular preferential right of the Fishermen Societies to be considered

on priority has been taken away by the impugned 'Corrigendum' as well as the 'Addendum'. This amounts to making drastic change in the policy which is existing for a long duration thereby altering the position of the Fishermen Societies. Such changes are not contemplated under the garb of Corrigendum. Though it is tried to be projected that the rights of the Fishermen Societies, has been restored to some extent after receiving various complaints from the Fishermen Societies in the State of Maharashtra by issuing 'Addendum' dated 12th September 2022. However, said 'Addendum' is to be read in continuation of Clause 11 of the Government Resolution which is amended by way of 'Corrigendum'. The 'Addendum' does not in any manner restore the rights of the Fishermen Societies, Clause 11A of the Addendum gives right of first refusal to them, which in a way is a negative right. As stated hereinabove in competitive bidding the Fishermen Societies do not have a financial capacity to compete with the other stake holders. Similarly, the Clause 11B which grants 20% discount in a bid amount offered by the highest bidder. These rights can be exercised only when a Fishermen Co-operative Society, has

participated in the tender process, it does not give unconditional priority to them, as given in Clause 13 of the Government Resolution dated 3rd July 2019. Hence the Addendum, in no way comes to the aid of the Fishermen Societies. Since this Addendum is issued to make an addition to the Corrigendum dated 3rd January 2022, which also amounts to change in the existing policy of the Government, is not maintainable by way of the procedure, which is adopted, for effecting such changes.

19. We are aware of about the limitations of the Courts to interfere with the policy decision of the Government, hence we do not intend to interfere with the policy decision taken by the Government. However, while taking a policy decision the Government is supposed to act in accordance with law. Thus, if at all the Government intends to make any changes in the policy it can effect such changes by issuing an appropriate Government Resolution.

20. In view of the aforementioned position of law as discussed hereinabove, we are of the opinion that the Corrigendum dated 3rd January 2022 and addendum dated 12th September 2022, introduced all together new clauses in the Government Resolution, bringing drastic changes in the original policy decision contained in Government Resolution dated 3rd July 2019. Assuming that if at all necessary changes are required to be made in a policy decision, same has to be done by adhering to the procedure prescribed by law. The Corrigendum has resulted into altering the rights of the fishing societies to their disadvantage, and to the advantage of the respondent No.3-MFDC, such alteration is not permissible under the garb of the Corrigendum. If at all the State and its instrumentalities desire to change the existing policy, it will have to be done by adhering to the norms i.e. issuing a Government Resolution. Hence, we hold that the Corrigendum dated 3rd January 2022 and addendum dated 12th September 2022 are not sustainable since, they travel beyond the purpose for which it can be used i.e. making corrections, and filling in lacunas. As a necessary consequence the order of lease of the Mukne

reservoir dated 11th May 2023 and the Lease Agreement executed in favour of the respondent No.4 which has been passed in exercise of powers contained in the Corrigendum dated 3rd January 2022 are also quashed and set aside.

21. As a result the lease agreement of the respondent No.4 for the residual period shall stand terminated. However, the respondent No.4 shall be entitled for refund of tender amount, for the remaining period, if at all any such amount is deposited by it, with the respondent No.3. Writ Petition stands allowed in the above terms and is accordingly disposed of.

22. After the judgment was pronounced, learned advocate for the respondent No.4, requests for stay of the execution and implementation of this judgment, accordingly, the same shall stand stayed for a period of two weeks from today.

All concerned to act on the authenticated copy of this judgment.

MANJUSHA DESHPANDE, J.

BHARATI DANGRE, J.