

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO.7298 OF 2019

ARSHIYABEGUM SHAIKH RABIB
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

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Shri Sambhaji S. Tope, Advocate for the petitioner.
Shri N.T.Bhagat, AGP for respondent nos.1 to 3/ State.
Shri A.N.Nagargoje, Advocate h/f Shri P.A.Bharat, Advocate for
respondent nos.7 and 8.

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CORAM: RAVINDRA V. GHUGE, J.
DATE :- 26th June, 2019

Oral Order:

1 The petitioner, who is a directly elected Sarpanch of Gram Panchayat, Latifpur, is aggrieved by the order dated 04.12.2018 passed by the District Collector, Jalna disqualifying the petitioner under Section 14(1)(g) of the Maharashtra Village Panchayats Act (for short, hereinafter to be referred to as “the said Act”). She is also aggrieved by the order dated 11.06.2019 passed by the Additional Divisional Commissioner, Aurangabad dismissing her appeal and confirming her disqualification.

2 This matter was heard extensively on 21.06.2019 and today. The undisputed factors emerging from the record and the submissions of the learned advocates for the respective sides, are as under :-

(a) The petitioner is a directly elected Sarpanch of Village

Panchayat, Latifpur, Taluka Bhokardan, District Jalna in the elections held in October, 2017, the results of which were declared on 10.10.2017.

- (b) The tenure of the earlier Gram Panchayat was from 27.11.2012 till 26.11.2017. The father-in-law of the petitioner was elected as a Sarpanch.
- (c) The father-in-law belongs to the Nationalist Congress Party (NCP).
- (d) The post of Sarpanch was reserved for the Women's category and a direct election to the post of Sarpanch was held.
- (e) The petitioner, who also belongs to the NCP, contested the said elections and the voting took place on 07.10.2017. She was declared elected on 10.10.2017.
- (f) The Chief Executive Officer, Zilla Parishad, Jalna granted administrative sanction for laying of cement roads in the village Latifpur on 22.08.2017.
- (g) A tender notice with regard to the laying of the cement road was floated under the sanction of the Zilla Parishad, Jalna on 20.11.2017.
- (h) The closing date for submission of tenders was 27.11.2017, the date on which the petitioner took charge as the new Sarpanch.

- (i) The e-tenders were opened at 03:30 pm on 28.11.2017 by the Gram Panchayat, Latifpur.
- (j) A meeting of the Gram Panchayat was convened by the Secretary on 27.11.2017 when the Up Sarpanch was elected from amongst the elected members of the Village Panchayat.
- (k) As S.K.Majoor Cooperative Society Limited, Latifpur was found to be the lowest bidder, the contract was awarded and the petitioner issued the work order under her signature on 06.12.2017 to the said society.
- (l) Respondent nos.6, 7 and 8 raised an objection before the District Collector praying for disqualification of the petitioner since the Society, which was granted the tender, was led by the father-in-law of the petitioner.
- (m) By the impugned order dated 04.12.2018, the District Collector accepted the complaint and disqualified the petitioner.
- (n) By order dated 11.06.2019, the appeal preferred by the petitioner was rejected by the Additional Divisional Commissioner, Aurangabad.

3 The learned counsel for the petitioner has strenuously contended that though the Society, which was a successful lowest bidder,

has the father-in-law of the petitioner as its Chairman, it would not be sufficient to invoke Section 14(1)(g) of the said Act for disqualifying the petitioner on the ground that she has a direct or indirect interest in the work allotted to the said Society of the father-in-law. It is specifically canvassed that the case of the petitioner would not fall within the meaning of “by himself or his partner” and as such, if no interest of the petitioner is established and if she is not a partner in the firm, which was awarded the contract, she cannot be disqualified.

4 It is submitted that the village Latifpur is a small place and as the Mohammedan community resides in the said place, several marriages have taken place within the community and also within close relatives considering the convention amongst the members of the Mohammedan community. Being a small place, most of the members of the village are either closely or distantly related to each other. In some way or the other, relations can be seen amongst the villagers. As such, merely because the father-in-law of the petitioner is heading the society, which received the contract, or merely because some members of the said society are relatives of the petitioner, would not establish any share or interest of the petitioner, by herself or through her partner as understood under the Indian Partnership Act, 1932.

5 It is then submitted that the father-in-law of the petitioner does not reside in the said village and he resides at Aurangabad. He has a

separate ration-card, which does not include the petitioner. She is residing with her husband in village Latifpur and they have a separate ration card. In this backdrop, there can be no disqualification merely because her father-in-law heads the said society, which received the contract.

6 Reliance is placed upon the following judgments :-

- (a) *Sou.Jyotitai Vikas Gawande vs. Additional Commissioner, Amravati Division, Amravati and others, 2009 (5) Mh.L.J. 486.*
- (b) *Sau.Dhrupadabai Laxmanrao Mhaske vs. The Additional Commissioner, Amravati and others, 2015 (5) BCR 308.*
- (c) *Sau.Nandabai Ramesh Wakude vs. Shivprasad Waman Wakude, Washim and others, Writ Petition No.7294/2014 (Nagpur Bench) decided on 11.03.2015.*
- (d) *Sou.Kanchan Shivaji Atigre vs. Mahadev Baban Ranjagane and others, 2013 (2) BCR 311.*
- (e) *Harbhajan Singh vs. Press Council of India and others, (2002) 3 SCC 722.*
- (f) *Navjot Singh Sidhu vs. State of Punjab and another, (2007) 2 SCC 574.*
- (g) *Sheela Nandkishor Ingle vs. Additional Commissioner, Amravati, 2019 (2) ALL MR 412.*

7 The learned counsel for the original complainants/respondent nos.7 and 8, submits that as the petitioner was elected as a Sarpanch on 10.10.2017, there was no suspense about who would be the new Sarpanch of the village Latifpur. It was known to one and all that the petitioner belongs to the NCP and as the position of the Sarpanch was reserved for the Women's category, she was the candidate put up by the party in place of her father-in-law, who was the outgoing Sarpanch. Even during the election campaigning, it was known to all that the petitioner was the candidate put up by the family members and the father-in-law was instrumental in acquiring the party nomination for the petitioner. The tender notice was published on 20.11.2017, which is after 40 days of the election of the petitioner. The tenders were opened on 28.11.2017, when the petitioner had already commenced her functioning as the Sarpanch.

8 He then points out the members of the Society, which acquired the contract. A chart of the members of the said Society (S.K.Majoor Cooperative Society Limited, Latifpur) as well as the names of the directors are found at page 57, which has been filed by the original complainants along with their affidavit in reply. It is indicated from the 25 members of the society that there are four cousins of the petitioner at Sr.Nos.2, 3, 16 and 18. The father-in-law is at Sr.No.1. Two uncles are at Sr.No.14 and 22. The petitioner's grandmother is at Sr.No.15. The

petitioner's mother-in-law is at Sr.No.20. Two aunts are found at Sr.No.17 and 21. From amongst 07 directors, the father-in-law of the petitioner is the Chairman, three directors are the relatives of the petitioner, the father of the petitioner is the Secretary of the said society and the mother-in-law is one of the directors.

9 He submits that the issue of the petitioner having an interest in the society, which received the contract, is obvious. With so many relatives being the directors and members of the society, would indicate the interest of the petitioner in promoting the cause of the said society.

10 The learned advocate for the original complainants submits that even if it is assumed that the petitioner had no role to play in awarding of the contract, the matter would not rest there. The conflict of interest would surface if the work done by the lowest bidder is of an inferior nature and the Gram Panchayat has to initiate a penal action against the said society. The petitioner Sarpanch would hesitate to initiate any action against the said society considering the closest relatives being involved. The conflict of interest would arise in this situation and which has been considered by the learned Full Bench of this Court in the case of ***Dattatraya Narhar Pitale vs. Vibhakar Dinkar Gokhale and another, 1975 Mh.L.J. 701***, as being a ground which would incur disqualification.

11 Reliance is placed upon the following judgments :-

(a) ***Nandakumar Sharad Parab vs. Shri Nhanu Sahadeo***

Savant and others, 2015 (5) ALL MR 350.

- (b) *Sou.Gita Vijay Somankar vs. Divisional Commissioner, Nagpur and others, 2018 (6) ALL MR 389.*
- (c) *Zelia M. Xavier Fernandes E. Gonsalves vs. Joana Rodrigues and others, (2012) 3 SCC 188.*
- (d) *Bhagwat Maroti Ghuge vs. The State of Maharashtra and others, Lex (Bom) 2015 2 (208), Writ Petition No.1629/2015 (Aurangabad Bench) decided on 25.02.2015.*

12 The issue raised in this petition is as to how could Section 14(1)(g) be interpreted. Whether, it has to be given a contracted meaning or whether, it should be considered in the light of the intent and object of introducing the disqualification section so as to prevent an elected person being directly or indirectly interested in promoting the gains of any person.

13 Section 14(1)(g) of the said Act reads as under :-

"14. *Disqualifications.*

- (1) *No person shall be a member of a panchayat continue as such, who—*
- (g) *has directly or indirectly , by himself or his p artner , any share or interest in any work done by order of the panchayat or in any contract with, by or on behalf of, or employment with or under, the panchayat ; or"*

14 In my view, what is required to be seen is as to whether, the petitioner has any interest or share in any work done by the order of the Village Panchayat or in any contract with, by or on behalf of the Village Panchayat, directly or indirectly, by herself or her partner.

15 In *Navjyot Singh Sidhu (supra)*, the Honourable Supreme Court has considered the issue of interpretation of the law. It was thus, observed in paragraph 13 as under :-

"13. The Act provides not only the eligibility and qualification for membership of the House of People and Legislative Assembly but also for disqualification on conviction and other matters. The Parliament in its wisdom having made a specific provision for disqualification on conviction by enacting Section 8, it is not for the Court to abridge or expand the same. The decisions of this Court rendered in *Rama Narang v. Ramesh Narang and others (supra)* and *Ravi Kant S. Patil v. Sarvabhuma S. Bagalki (supra)* having recognized the power possessed by the Court of appeal to suspend or stay an order of the conviction and having also laid down the parameters for exercise of such power, it is not possible to hold, as a matter of rule, or, to lay down, that in order to prevent any person who has committed an offence from entering the Parliament or the Legislative Assembly the order of the conviction should not be suspended. The Courts have to interpret the law as it stands and not on considerations which may be perceived to be morally more correct or ethical."

16 Based on the above conclusions, the learned advocate for the petitioner has tried to impress that the courts have to interpret the law as it stands and not on considerations which may be perceived to be morally

more correct or ethical. What is, therefore, sought to be canvassed is that one should not read more than what meets the eye. If the disqualification clause considers a direct or indirect interest in the work by a person or through his partner, only then can a disqualification be incurred.

17 In ***Harbhajan Singh (supra)***, the Honourable Supreme Court concluded that the golden rule of interpretation of the statute would be that the words of the statute must normally be given their ordinary meaning. It is held as under :-

"Cross in Statutory Interpretation (Third Edition, 1995) states :

*"The governing idea here is that if a statutory provision is intelligible in the context of ordinary language, it ought, without more, to be interpreted in accordance with the meaning an ordinary speaker of the language would ascribe to it as its obvious meaning, unless there is sufficient reason for a different interpretation. . . . Thus, an 'ordinary meaning' or 'grammatical meaning' does not imply that the judge attributes a meaning to the words of a statute independently of their context or of the purpose of the statute, but rather that he adopts a meaning which is appropriate in relation to the immediately obvious and unresearched context and purpose in and for which they are used. By enabling citizens (and their advisers) to rely on ordinary meanings unless notice is given to the contrary, the legislature contributes to legal certainty and predictability for citizens and to greater transparency in its own decisions, both of which are important values in a democratic society" (p.32 *ibid*). The learned author cites three quotations from speeches of Lord Reid in House of Lords cases, the gist whereof is: (i) in determining the meaning of any word or phrase in a statute ask for the natural or ordinary meaning of that word or phrase in its context in the statute and follow the same unless that*

meaning leads to some result which cannot reasonably be supposed to have been the legislative intent; (ii) rules of construction are our servants and not masters; and (iii) a statutory provision cannot be assigned a meaning which it cannot reasonably bear; if more than one meaning are capable you can choose one but beyond that you must not go (p.40, *ibid*). Justice G.P. Singh in his celebrated work *Principles of Statutory Interpretation* (Eighth Edition, 2001) states (at page 54) — "The intention of the Legislature is primarily to be gathered from the language used, which means that attention should be paid to what has been said as also to what has not been said. As a consequence a construction which requires for its support addition or substitution of words or which results in rejection of words as meaningless has to be avoided." The learned author states at another place (at page 74, *ibid*) that the rule of literal construction whereby the words have to be assigned their natural and grammatical meaning can be departed from but subject to caution. The golden rule is that the words of statute must *prima facie* be given their ordinary meaning. A departure is permissible if it can be shown that the legal context in which the words are used or the object of the statute in which they occur requires a different meaning. To quote, "Such a meaning cannot be departed from by the judges 'in the light of their own views as to policy' although they can 'adopt a purposive interpretation if they can find in the statute read as a whole or in material to which they are permitted by law to refer as aids to interpretation an expression of Parliament's purpose or policy'. A modern statement of the rule is to be found in the speech of Lord Simon of Glaisdale in *Suthendran v. Immigration Appeal Tribunal*, (1976) 3 All ER 611, 616 to the effect — 'Parliament is *prima facie* to be credited with meaning what is said in an Act of Parliament. The drafting of statutes, so important to a people who hope to live under the rule of law, will never be satisfactory unless courts seek whenever possible to apply 'the golden rule' of construction, that is to read the statutory language, grammatically and terminologically, in the ordinary and primary sense which it bears in its context, without omission or addition. Of course, Parliament is to be

credited with good sense; so that when such an approach produces injustice, absurdity, contradiction or stultification or statutory objective the language may be modified sufficiently to avoid such disadvantage, though no further'."

18 The Honourable Supreme Court, in ***Harbhajan Singh (supra)***, also observed that Sir Dinshaw Mulla, while interpreting Article 182 of the Limitation Act, 1908, had emphasised the need of testing the question of interpretation of the statute upon the plain words appearing in the provision and had "opined that there is no warrant for reading into the words quoted any qualification and the strict grammatical meaning of the words is the only safe guide". It was also noted that Viscount Maugham, in ***General Accident Fire and Life Insurance Corporation Limited vs. Janmahomed Abdul Rahim, AIR 1941 P.C. 6***, has approved the principle that "it may be desirable for an act to receive such construction as the language in it's plain meaning imports".

19 In ***Smt. Sheela Nandkishor Ingle (supra)***, the learned Single Judge of this Court noted in paragraphs 13, 14, 18 and 19 as under :-

"13. While considering the question as to whether the petitioner in that case incurred disqualification, this Court considered the aspect of conflict of interest and duty. It was held in the said judgment by this Court that the object of the legislature while interpreting such a provision was to prevent conflict between interest and duty that would arise if a contractor having a claim against the Municipal Council in respect of the work done for the council either contested election himself or his

spouse were to contest the election. It was held that an elected candidate would always have interest in respect of work carried out by the Municipal Council. On this basis, disqualification of the petitioner was upheld by this Court."

"14. While deciding the aforesaid judgment, this Court referred to the Full Bench judgment of this Court in the case of *Dattatraya Narhar Pitale v. Vibhakar Dinkar Gokhale and another*, 1975 Mh.L.J. 701. wherein this Court discussed the concept of conflict of interest when it was claimed that the elected member of the Municipal Council had incurred disqualification because his wife was an employee and headmistress of a school run by the Municipal Council. It was held that even if it appeared that a conflict of interest would not arise to incur disqualification, but if a situation occurred where the Municipal Council contemplated disciplinary action against the headmistress of the school run by the Municipal Council, who was the wife of the elected member, there would be a clear conflict of interest and duty leading to disqualification of the elected member. Thus, in order to maintain purity of the responsibility with which an elected member in a representative democracy is to work, a wide import has been given to the concept of direct or indirect interest in any work done by a panchayat or municipal body so as to ensure that there is no conflict of interest and duty of an elected representative."

"18. There can be no quarrel with the proposition advanced on behalf of the petitioner that the rule of interpretation is that words of a statute must *prima facie* be given their ordinary meaning, for which reliance has been placed on judgment of the Hon'ble Supreme Court in the case of *Harbhajan Singh v. Press Council of India and others* (*supra*) but, in the very same judgment, reference has been made to the principle that Courts can adopt a purposive interpretation if they find that the statute read as a whole shows that a provision needs to be interpreted in furtherance of the purpose and object of the statute. In the present case, even a literal interpretation of section 14(1)(g) of the Act of 1959 and applying the same to the facts of the present case would show that the petitioner

had indeed incurred disqualification. The interpretation being placed by this Court on the said provision is also in consonance with the purpose and object of the statute. The learned counsel for the petitioner is also not justified in relying upon judgment of the Hon'ble Supreme Court in the case of Navjyot Singh Sidhu v. State of Punjab and another (supra) to contend that moral and ethical considerations ought not to be applied while interpreting a statute, because in the present case on a purely legal interpretation of the aforesaid provision and applying the same to the facts of the present case, it is found that the petitioner was correctly disqualified by the impugned orders passed by respondent Nos.1 and 2."

- "19. The contention raised on behalf of the petitioner to the effect that there was no wrong committed by the award of works to her husband because award of works by inviting bids and auction was necessary only for works involving expenditure of more than Rs.3,00,000/- is also without any substance. This is because, even if work is to be awarded involving expenditure of less than Rs.3,00,000/-, it cannot be awarded in such a manner that it would involve a conflict of interest and duty, as in the present case. If the contention raised on behalf of the petitioner is accepted, it would be very easy for an elected member or Sarpanch of the gram panchayat to award different parts of development works wherein expenditure involved was less than Rs.3,00,000/-, to family members and then to claim that such a method of awarding works of the gram panchayat could not be called into question. The crucial issue in a case like the present one is that if the elected member indeed has a direct or indirect interest in the work done by order of the panchayat or in any contract awarded by the panchayat, the same would be directly in conflict with the duty of such an elected member if the work is awarded to a family member with whom he/she is living. In the present case, since the husband of the petitioner is directly benefited from the award of contracts and works, which were being undertaken by the order of the gram panchayat, it is a clear case of inviting disqualification under section 14(1) (g) of the Act of 1959. Therefore, it cannot be said that respondent Nos.1 and 2 committed any error in

concurrently holding against the petitioner."

20 As has been often quoted that "Caesar's wife must be above suspicion", it needs to be considered in this case as to whether, a contracted meaning could be rendered to the disqualification clause (g) of section 14(1) of the said Act. Whether, it would be appropriate to hold that as the petitioner is not the member of the Society, which is awarded the contract, she cannot be disqualified. Whether, the intent and object of the legislators in introducing the disqualification clause (g) was such that unless the elected member was directly involved in any project of the Gram Panchayat, he could never be disqualified.

21 It has always been the intent and object of the law to have purity in public life. Whether, such purity can be achieved in rendering the meaning intended behind introducing the disqualification clause. In a democratic set up and in public life, should an elected representative not only be clean, but also appear to be clean in being accountable to the public with his dispassionate discharge of functions as a people's representative.

22 The said Society, which has been the lowest bidder and was granted the contract, has the father-in-law of the petitioner as a chairman, the father of the petitioner as the Secretary, the mother-in-law of the petitioner as a director, three relatives being the directors, four cousins,

two uncles, two aunts and a grandmother being the members of the said society. The petitioner may not have a demarcated monetary share in the business of the said society, but she definitely has an interest, indirectly, in promoting the cause of said society in view of such relations being involved in the business of the society.

23 In *Nandkumar Parab (supra)*, this Court considered the aspect of conflict of interest in paragraph 9 and concluded that if it is demonstrated that the elected representative has an indirect interest in the work of the Gram Panchayat, it would be enough to cause a disqualification.

24 In *Harbhajan Singh (supra)*, the Honourable Supreme Court concluded that the courts must always see "the application of the golden rule of construction, that is to read the statutory language, grammatically and terminologically in the ordinary and primary sense, which it bears in it's context". A provision of law should be interpreted in such a way that it does not produce injustice or absurdity or contradiction or stultification of the object of the language.

25 In my view, if the disqualification clause (g) of Section 14(1) of the said Act is to be interpreted considering the judgments cited, the said clause must be given a meaning which would discover even an indirect interest of an elected representative in the work of the Gram Panchayat. With the said society having close relatives involved, the

inclination of the petitioner is bound to lean towards the said society.

26 The learned advocate for the petitioner has canvassed that the said Society got the contract as it was the lowest bidder and the petitioner had no role to play in orchestrating the grant of such contract. If somebody else would have been the lowest bidder, the contract would have been awarded to the said party and not the society operated by the father-in-law of the petitioner. Though this submission appears to be impressive, it cannot be ignored that the closest relatives of the petitioner are involved in the said society and its business. When the petitioner was elected as a Sarpanch on 10.10.2017 and the tenders were called on 20.11.2017 and opened on 28.11.2017, the said Society operated by the father-in-law of the petitioner should have kept itself away from seeking a contract of the work done by the village panchayat in order to demonstrate that even the closest relatives are keeping themselves away from business matters in which, the Gram Panchayat led by the petitioner Sarpanch would be making the payments.

27 The learned Full Bench of this Court in the matter of *Dattatraya Narhar Pitale vs. Vibhakar Dinkar Gokhale and another*, **1975 Mh.L.J. 701**, discussed the concept of conflict of interest and held that merely because the wife of an elected candidate is employed as a headmistress of a municipal school, would not per-se mean that he has a direct or indirect interest in her employment. Although a mere

relationship of an employee of the municipality with an elected candidate itself would not justify an inference that an elected person has interest. The issue has to be decided by looking into all the accompanying facts and circumstances. The conflict of interest would arise if any action is sought to be initiated against her.

28 The Honourable Supreme Court has held, in ***Gulab Yasin Khan vs. Sahebrao Yashwantrao Walsakar, AIR 1966 SC 1339 : 1966 Mh.L.J. 269 (SC)***, that a mere relationship would not justify an inference of an interest, directly or indirectly. In P.Ramanatha Aiyer's *The Law Lexicon*, 2nd Edition (Reprint 1999), the term “interest” is explained as under :-

“Interest.—Legal concern, right, pecuniary stake the legal concern of a person in the thing or property or in the right to some of the benefits or use from which the property is inseparable; such a right in or to a thing capable of being possessed or enjoyed as property which can be enforced by judicial proceedings. The word is capable of different meanings, according to the context in which it is used or the subject-matter to which it is applied. It may have even the same meaning as the phrase ‘right title and interest’ but it has been said also to mean any right in the nature of property, but less than title. The word is sometimes employed synonymous with estate, or property.

‘Interest means concern, advantage, good; share, portion, part, or participation.’

A person interested is one having an interest; i.e. a right of property, or in the nature of property, less than title.

The word ‘interest’ is the broadest term

applicable to claims in or upon real estate, in its ordinary signification among men of all classes. It is broad enough to include any right, title, or estate in or lien upon real estate. One who holds a mortgage upon a piece of land for half its value is commonly and truly said to be interested in it.”

The word “interest” has a basic meaning of participation in advantage, profit and responsibility. “Interest” is a right, title or share in a thing.

29 Considering the above, the fact remains that the said society operated by the petitioner's father-in-law has acquired the contract and the Gram Panchayat has made the payment towards the work done by the said society. Considering that the closest relatives of the petitioner like her father, cousin brothers and those discussed above, have all benefited by the said contract, it would be inappropriate to hold that the petitioner would not attract the disqualification under clause (g) of Section 14(1) of the said Act.

30 The Honourable Supreme Court has laid down the law in ***Syed Yakoob Vs.K.S.Radhakrishnan and others [AIR 1964 SC 477]*** and ***Surya Dev Rai Vs. Ram Chander Rai [2003(6) SCC 682]***, that unless the impugned order is likely to cause gross injustice, no interference is called for. In view of the above, the impugned orders do not appear to be perverse or erroneous. This Writ Petition, being devoid of merit, is, therefore, dismissed.

31 At this stage, the learned advocate for the petitioner submits

that as the State Election Commission has not taken any steps to hold fresh elections and though the petitioner is disqualified from being the Sarpanch of the village, this order may be stayed for a period of eight weeks along with the impugned orders.

32 The learned advocate for the original complainants submits that the petitioner is no longer the Sarpanch as the disqualification is instantaneous. It is only that fresh elections are not declared and the State Election Commission may take steps to hold such elections.

33 The learned AGP submits that the authorities below have rightly applied the law and disqualified the petitioner.

34 It appears from the submissions of the learned counsel for the petitioner that the petitioner desires to test this order before the Honourable Supreme Court.

35 Considering the above, the effect of this order would stand stayed and would come into effect from 01st August, 2019. On the condition that the petitioner would not attempt to occupy the position of the Sarpanch pursuant to her disqualification, the statutory authorities, though may declare a vacancy, would not announce the election programme upto 31.07.2019.

(This order was dictated in open court at 07:10 pm)