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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION No. 9857 OF 2019

P. A. Inamdar ... Petitioner
Vs.
State of Maharashtra & Ors. ... Respondents

Mr. Vineet Naik, Sr. Counsel a/w Sukand Kulkarni, Prashant Naik, Yogesh Patil i/b Sandeep R. Waghmare, for the Petitioner.

Mr. P. P. Pujari, AGP for Respondent Nos. 1 to 3.

Mr. Vyas Hitesh Purushottam, for Respondent No. 4.

Mr. Y. S. Jahagirdar and N. V. Walawalkar, both Sr. Counsel with S. M. Sabrad, Y. D. Patil, V. N. Walawalkar i/b Amey C. Sawant, for Respondent Nos. 5 and 6.

Mr. J. A. Udaipuri, for Respondent No. 7.

CORAM : C. V. BHADANG, J.

RESERVED FOR JUDGMENT : JANUARY 31, 2020

JUDGMENT PRONOUNCED ON : FEBRUARY 3, 2020

JUDGMENT :

1. Heard. Rule. Rule is made returnable forthwith.
Learned counsel for the respective respondents waive service.
Heard finally by consent of parties.

2. The challenge in this petition is to the order dated 18th April 2019 passed by the respondent No.2, Commissioner of Co-operation under Section 78A(1) of the Maharashtra Co-operative Societies Act, 1960 ('Act' for short) which order has

been confirmed by the Appellate Authority on 28th August 2019. By the impugned order the petitioner has been removed as a member / Director of the Board of Directors of the Muslim Co-operative Bank Ltd., Pune and has been barred for the next tenure of the Board of Directors, from being elected, co-opted, nominated as a member/director of the said bank.

3. The brief facts necessary for the disposal of the petition may be stated thus :-

(i) That the petitioner is a shareholder and a member of the Board of Directors of the said bank. The last election for the Board of Directors was held on 6th April 2015. The petitioner is presently the Chairman of the said Bank.

(ii) On 19th July 2017 the respondent Nos.5 to 7 made a complaint to the Commissioner of Co-operation (Respondent No. 3) alleging several irregularities against the petitioner. It appears that the Commissioner for Co-operation forwarded the complaint to the District Deputy Registrar, Pune (for short “DDR”) for investigation and report. The DDR in turn assigned the inquiry to the Dy. Registrar. This was followed by yet another complaint by the respondent Nos. 5 to 7 on 11th October 2017 raising grievance about several employees transferring

certain amount in favour of Crescent India Medical Education Trust (for short the “said Trust”) by crossed account payee cheque each year in the month of August/September. It was alleged that by adopting such a *modus operandi* the petitioner was collecting donations from the employee in favour of the said Trust in violation of the Act and the Banking Regulation Act.

(iii) On 13th October 2017 the Deputy Registrar submitted his report to the District Deputy Registrar. Issue No.3 and 4 considered by the Deputy Registrar are relevant for the present purpose. Issue No. 3 pertained to the alleged transfer of the funds to the said Trust, while Issue No. 4 was regarding a contract for purchase/maintenance of computers awarded to Ontogo Technologies, a firm in which the son of petitioner is having a 30% stake.

(iv) The Deputy Registrar in his report dated 13th October, 2017 exonerated the petitioner on both counts. It was found that there was no irregularity in the matter of transfer of funds to the said Trust. Insofar as Issue No. 4 is concerned, with which we are principally concerned in this petition, it was found that there was no fraud in the matter of award of the contract for purchase/maintenance of the computers to Ontogo Technologies.

(v) It appears that on 24th October 2017 the DDR forwarded the report to the Commissioner of Cooperation. On 3/5th November 2017 the respondent No.5 filed yet another complaint alleging irregularities and illegalities and fraud by the Directors and Chairman of the said Bank.

(vi) On 20th November 2017 the Commissioner of Co-operation issued an order under Section 81(3)(c) of the Act appointing Shri. B. H. Bodke, District Special Auditor ('DSA' for short), to undertake the test audit in respect of the 9 items disclosed in the said order. The learned Commissioner observed that there are irregularities in the audit report and looking to the nature of the serious allegations made a test audit was necessary. It appears that the said order was passed on the recommendation of the Assistant Registrar who found that the report dated 13th October 2019 by the Deputy Registrar, exonerating the petitioner is a preliminary report and the Deputy Registrar had not examined the bank record and other documents.

(vii) On 20th November 2017 by virtue of a further order under Section 81(3)(c), two more items, were entrusted to DSA Mr. Bodhke for inquiry. In his report dated 10th August, 2018, the DSA found that the transfer of amount from employee's account to the Trust is suspicious and against the Prevention of

Money Laundering Act ('PMLA Act' for short) and recommended an order of disqualification of the petitioner. Insofar as the issue of award of contract to Ontogo Technologies is concerned, it was held that the petitioner had influence while granting the said contract to Ontogo Technologies in which his son had a stake.

(viii) On 4th September 2018 on the basis of the inquiry report from the DSA, the Commissioner of Co-operation, issued a show cause notice to the petitioner under Section 78A r/w Rule 57 of the Maharashtra Co-operative Societies Rules, 1961 ('Rules' for short). The said show cause notice only pertained to the aforesaid two items (out of the total 11 items entrusted to the DSA) namely the donations to the said Trust, and award of contract to Ontogo Technologies Ltd.

(ix) It appears that the matter was referred to the Federal Society and on 15th September 2018 the Federal Society wrote to the Commissioner of Co-operation, leaving it to the Commissioner, to pass appropriate orders after hearing parties. There are two subsequent letters from the Federal Society dated 20th March 2018 and 24th April 2019 in respect of which there is certain dispute as to whether they were manipulated by the petitioner. I propose to deal with the said aspect a little later.

(x) It is a matter of record that the petitioner sought the documents namely annexures 'A' to 'O' which were annexed to the original complaint, from the Commissioner of cooperation. On more than one occasion, there were requests made by the petitioner for furnishing of various documents and certain documents have indeed been furnished to the petitioner on 11th April 2019. However, according to the Petitioner, the material documents were never furnished, as a result of which the petitioner could not file his reply and effectively contest the show cause notice. Eventually, the impugned order dated 18th April 2019 was served on the Petitioner. A perusal of the said order discloses that the Commissioner did not act on the issue pertaining to the donation to the said Trust, since, the Enforcement Directorate (for short "ED") and the Income Tax Authorities, were seized of the matter. The impugned action is based only on the issue of award of contract for purchase/maintenance of the computers to Ontogo Technologies.

(xi) The petitioner unsuccessfully challenged the said order before the Appellate Authority when the appeal was dismissed on 28th August 2019. The Appellate Authority has

inter alia found that the bank had awarded the contract to Ontogo Technologies, in which son of the Petitioner had 30% stake, without inviting tenders and an amount of Rs.65 lakhs was paid to the said firm in a span of three years, which *prima facie* showed the Petitioner's interest in the transaction.

4. I have heard Mr. Naik, the learned senior counsel for the petitioner, Mr. Jahagirdhar, the learned senior counsel for Respondent Nos. 5 and 6. I have also heard Mr. Walawalkar learned senior counsel for respondent No.6 and Mr. Hitesh Vyas, the learned counsel for respondent No. 4 - Bank. With the assistance of the learned counsel for the parties, I have gone through the record.

5. The learned counsel for the petitioner has challenged the impugned order principally on four grounds. Firstly, on the ground of the alleged breach of principles of natural justice, resulting from non-supply of the documents and in particular Annexures 'A' to 'O' to the complaint. It is submitted that it was necessary for the Commissioner of Co-operation to supply the documents himself and not leave it to the DSA to supply such documents. The learned senior counsel has submitted that the show cause notice, was never set down for

hearing and the impugned order passed, without supplying the documents and without hearing the Petitioner, is clearly in breach of the principles of natural justice.

. It is submitted that the fact that the petitioner was heard by the Appellate Authority cannot cure the defect on account of the breach of the principles of the natural justice before the Commissioner of Cooperation. For this purpose reliance is placed on the decision of the Supreme Court in the case of ***Institute of Chartered Account of India V/s. L.K. Ranta and Ors.***¹.

6. Secondly, it is submitted that the Deputy Registrar in his report dated 13th October, 2017 had exonerated the petitioner, on both counts, viz. transfer of funds / donations to the said Trust, as also the award of contract to Ontogo Technologies. It is submitted that the Deputy Registrar has specifically found that there was no fraud in the matter of award of the said contract. In the face of such a report the Commissioner was not justified in taking a circuitous route of directing a test audit by the DSA and then acting on the basis of

1 (1986) 4 SCC 537

the report of the DSA. In the submission of the learned senior counsel, there is no finding by any of the authorities below that the award of the said contract was “prejudicial to the interest of the bank or its members”, which is *sine qua non* for inviting action under Section 78A read with Rule 57 of the Rules.

7. Thirdly, it is submitted that there is no consultation with the Federal Society which is a requirement of law. The learned counsel has referred to the letters dated 20th March 2018 and 24th April 2019, by which the Federal Society had asked for relevant documents and other details pertaining to the show-cause notice and indicating that the matter should not proceed further. It is submitted that there was no response from the Commissioner of Co-operation to the said letters and thus, there is no consultation/effective consultation, which is the requirement of law.

8. Lastly, it is submitted that the award of the contract to Ontogo Technologies was during the tenure of the previous Board of Directors/Committee and therefore, the action under Section 78(1) A of the act was not competent against the members of the succeeding Board of Directors. It is pointed out that even otherwise the Petitioner was not a Chairman of the

Bank when the said contract was awarded to Ontogo Technologies. For this purpose, reliance is placed on the decision of this Court in the case of-

- (i) ***Laxman B. Thorat and Others V/s. State of Maharashtra²;***
- (ii) ***Sudhir Vishnu Pawar and Others V/s. State of Maharashtra & Ors.³;***
- (iii) ***Madhumilan Co-Op. Housing Society Ltd. & Ors. V/s. The State of Maharashtra & Ors.⁴; and***
- (iv) ***Jaganath Rajaram Patil & Ors. Vs. The Assistant Registrar, Co-operative Societies⁵.***

9. The learned senior counsel in all fairness did not dispute that the last mentioned ground was not raised before any of the authorities below. However, in his submission it being a pure question of law, can be allowed to be raised before this Court for the first time.

10. Reliance is placed on the decision of this Court in the case of ***Sau. Dhrupadabai Laxmanrao Mhaske V/s. Additional Commissioner and Others⁶*** and the Constitution Bench decision of the Supreme Court in the case of ***Gulam***

2 1989 CTJ 336

3 1989 CTJ 338

4 Writ Petition No.66 of 2009 decided on 22nd June 2009

5 Writ Petition No.2552 of 1998 decided on 2nd March 2001

6 2015 (5) Bom. C. R. 308 : 2015 (4) Mh.L.J. 509

Yasim Khan V/s. Sahebrao Yeshwantrao Walaskar & Anr.⁷ in order to submit that merely because the contract was awarded to a firm in which the son of the petitioner had a stake, cannot amount to the petitioner having direct or indirect interest in the said contract, within the meaning of Rule 57 of the Rules.

11. The learned counsel for the respondent No. 4 - Bank has supported the petitioner. It is submitted that the son of the petitioner is having only 30% stake in the Ontogo Technologies Ltd and the profit arising out of the award of the contract by the Bank was exclusively to go to the partner holding 70% stake. It is next submitted that the bank had indeed invited tenders before award of the contract and there was nothing illegal or irregular in award of the said contract to Ontogo Technologies.

12. The learned senior counsel for respondent Nos. 5 and 6 have strenuously urged that in spite of the fact that the documents were furnished to him, the Petitioner has managed to protract the proceedings of the show cause notice. It is submitted that the petitioner did not file any reply to the show cause notice and cannot be heard to say that there is breach of principles of natural justice. It is submitted that the documents

7 AIR 1966 SC 1339

were supplied to the petitioner on various dates and merely because some of the documents were directed to be supplied by the DSA would not make any difference. It is submitted that in any event the petitioner has failed to demonstrate that there was any prejudice resulting from the alleged non-supply of any particular document.

13. It is submitted that Rule 57 of the Rules, which aims at ensuring, “purity of administration” is a standalone provision and the requirements of Section 78A about any such act being prejudicial, to the interest of the society or the members thereof, cannot be read into Rule 57. It is submitted that the petitioner was indeed a member of the Board of Directors at the time when the contract was awarded to a firm in which the son of the petitioner was admittedly having a stake.

14. It is submitted that that the Court must adopt a purposive interpretation in order to achieve the object of the particular provision/legislation. Reliance for the said purpose is placed on the decision of the Supreme Court, in the case of ***D.A.V. College Trust and Management Society and Others V/s. Director of Public Instructions & Ors.***⁸ and ***Dr. (Major) Meeta***

⁸ [2019] 9 SCC 185

Sahia Vs. State of Bihar & Ors.⁹.

15. It is next submitted that there was an effective and concluded consultation with the Federal Society when the Federal Society on 15th September 2018 wrote to the Commissioner to pass appropriate orders after hearing all the concerned parties. The learned counsel have taken strong exception to the subsequent letters dated 20th March 2018 and 24th April 2019 where under the Federal Society has asked for relevant documents and other details from the Commissioner. The learned counsel have taken me through the said letters in order to submit that the said letters were manipulated by exercising influence only in order to show that there was no effective consultation with the Federal Society.

16. It is submitted that the decision of this Court in the case of ***Sau. Dhrupadabai Maske*** (*supra*) and that of the Supreme Court in the case of ***Gulam Yasim Khan*** (*supra*) are distinguishable, inasmuch as, in both these cases allegations were about employment of the son of the petitioner and what is held is that such interest cannot be inferred, merely on the basis of relationship. It is submitted that in the present case there is a

clear monetary interest in the award of the contract and therefore the judgments cannot apply in the present case.

17. I have considered the rival circumstances and the submissions made.

18. Notwithstanding the elaborate narration of facts, the dispute lies in a narrow compass. The question is whether on account of the award of contract for purchase / maintenance of computers, during the tenure of the previous Board of Directors (of which the Petitioner was a member) to a firm, in which son of the Petitioner has a stake, an action under Section 78A(1) of the Act read with Rule 57 of the Rules is sustainable.

19. Following facts are either undisputed or are clearly borne out of the record:

(i) That the previous Board of Directors was elected for the period from 2010 to 2015. At that time, the Petitioner was a member of the Board of Directors. The present Board of Directors is elected and the tenure of the present Board of Directors is from 16th April to 15th April, 2020. Presently, the Petitioner is the Chairman of the Bank.

(ii) One Ontogo Technologies, in which the son of the

Petitioner has a 30% stake, was awarded a contract for purchase / maintenance of computers by the Bank and the payment of Rs.65,77,973/- was made to the said firm from 24th June, 2013 to 15th January, 2016. According to the fourth Respondent – Bank, the last of such payment was made on 16th January, 2016 during the tenure of the present Board of Directors.

(iii) On the basis of the initial complaint dated 19th July, 2017 and 11th October, 2017, the DDR was directed to conduct inquiry. The DDR had assigned the said inquiry under S. 83(1) to the Deputy Registrar, and the Deputy Registrar by his report dated 13th October, 2017 had found that there was no fraud in the matter of award of contract for purchase / maintenance of computers to Ontogo Technologies.

(iv) Thereafter the Commissioner directed test audit under S. 81(3)(c) of the Act through Mr. Bodhke DSA, who was entrusted with the inquiry on 11 items.

(v) Mr. Bodhke submitted his report on 10th August, 2018 on all 11 items. Insofar as the present dispute is concerned, it is found that the Petitioner had influence while awarding the contract / work to the firm, in which his son had a stake.

(vi) This was followed by the show-cause notice of 4th

September, 2018.

(vii) The Petitioner sought for and was supplied with documents, including Annexures 'A' to 'O' to the complaint.

(viii) The Petitioner did not file any reply to the show-cause notice.

(ix) The impugned order was passed on 18th April, 2019, which is confirmed in appeal on 28th August, 2019.

20. Although there was a serious debate as to whether necessary documents were furnished to the Petitioner or not, and whether the inquiry on the show-cause notice was concluded without affording effective opportunity of hearing to the Petitioner, I find that the said aspect would pale into insignificance, inasmuch as the fact on the basis of which the action is taken, viz. the award of the contract to a firm in which son of the Petitioner had a stake, is undisputed. The question, therefore really, is about the applicability of S. 78A(1) of the Act (which substantially is in *pari materia*, with S. 78 of the Act, prior to its amendment in the year 2013) read with Rule 57 of the Rules.

21. Section 78A(1) of the Act, to the extent relevant reads thus:

78. Power of removal of committee or member thereof.— (1) If, in the opinion of the Registrar, the committee of any society or any member of such committee makes default, or is negligent in the performance of the duties imposed on it or him by this Act or the rules or the bye-laws, **or commits any act which is prejudicial to the interests of the society or its members**, or willfully disobeys directions issued by the State Government, by the Registrar for the purposes of securing proper implementation of Co-operative policy and development program approved or undertaken by the State Government or is otherwise not discharging its or his functions properly and diligently or where a situation has arisen in which the committee or any member of such committee refuses or has ceased to discharge its or his functions and the business of the society has or is likely to come to a stand still, or where any member of such committee stands disqualified by or under this Act for being a member, the Registrar may, after giving the committee or the member, as the case may be, an opportunity of stating its or his objections, if any, within 15 days from the date of receipt of notice, and after consultation with the federal society to which the society is affiliated by order-

- (a) (i) remove the committee, and
- (ii) appoint a committee consisting of three or more members (who shall not be the members of the committees so removed) of the society in its place, or appoint one or more Administrators who need not be members of the society, but who shall not be the members of the committee so removed to manage the affairs of the society for a period not exceeding six months, which period, at the discretion of the Registrar, be extended by a further period not exceeding three months so, however, that the total period does not exceed nine months in the aggregate:

(Emphasis supplied)

22. Presently, we are concerned only with first part of sub-section (1) of section 78A, where in the opinion of the Registrar, the committee or any member of such committee has committed any act, which is 'prejudicial to the interest of the society or its members', the Registrar is competent to take action of supersession of the committee or as the case may be for removal of the member, after giving a reasonable opportunity of being heard to such committee or the member and after consultation with the federal society to which the said society is affiliated.

23. Rule 57 of the Rules, 1961, which is also relevant for the purpose, reads thus:

57. Prohibition against being interested in contracts etc.-

(1) No officer of a society shall have any interest, directly or indirectly otherwise than as such Officer;-

- (a) in any contract made with or by the society; or
- (b) in any property sold or purchased by the society;
or
- (c) in any other transaction of the society, except as investment made or as loan taken from the society or the provision of residential accommodation by the society to any paid employee of the society.

(2) No officer of the society shall purchase, directly or indirectly, any property of a member of the society sold for the recovery of his dues to the society.

24. It is significant to note that both Section 78A as well as Rule 57 fall under Chapter titled as “Management of the Societies”. The contention on behalf of the Respondent Nos. 5 and 6 that Rule 57 is an independent provision, and the requirement of Section 78, namely the act of the committee or a member being prejudicial to the interest of the society or its members, cannot be read into Rule 57, to my mind, cannot be accepted.

25. The substantive provision which can be found in Section 78A clearly provides that any such act committed by the committee or the member on the basis of which the proposed action is taken, is required to be shown to be prejudicial to the interest of the society or its members. In my considered view, the requirement that any such act is prejudicial to the interest of the society or its members is *sine qua non* before application of Section 78A (1). Rule 57, which, as submitted by the learned senior counsel for Respondent Nos. 5 and 6, is inducted with an object of maintaining purity of administration, cannot be read independently. It is necessary to note that the impugned action is

taken on the basis of Section 78A (1) of the Act, Rule 57 of the Rules, does not independently provide for any action for removal or suspension of any committee or a member. It is further significant to note that the show-cause notice dated 4th September, 2018 refers to the requirement of Section 78A. In the show-cause notice there is a clear recital that the Petitioner by violation of Rule 57(1)(a) has committed an act, which is prejudicial to the interest of the society. However, in the impugned order passed by the Commissioner of Co-operation as well as the appellate authority, there is no finding that the act of the Board of Directors (of which the Petitioner was a member) in awarding the contract to the firm, in which the Petitioner's son had a stake, is prejudicial to the interest of the society. In the absence of any such finding, in my considered view, impugned order, purportedly passed in the exercise of powers under Section 78A(1) read with Rule 57 of the Rules, would be bad in law.

26. According to the fourth Respondent, the contract was awarded after inviting quotations and the offer of Ontago Technologies was the lowest, which, incidentally, was also the finding of the Deputy Registrar in his report dated 13th October,

2017. There is nothing on record to show that the said contract was awarded at a higher rate, resulting into loss to the bank or that the award of the contract was prejudicial to the interest of the bank or its members.

27. Even assuming for the sake of argument that Rule 57 can be read independently of the requirement of Section 78A (1), it is necessary to see whether the award of the contract by the Board of Directors, of which the Petitioner was then a member, the Petitioner can be said to have a direct or indirect interest in such contract.

28. In the case of ***Gulam Yasin Khan*** (supra) before Constitution Bench of the Hon'ble Supreme Court, the question was about the purpose and object of prescribing the disqualification in clause (a) of Section 15(1) of the C.P. and Berar Municipalities Act. It is held that the purpose and object of the said Act is to ensure the purity of the administration of Municipal Committees, and in that sense, the different clauses enumerated in Section 15 should not receive an unduly narrow or restricted construction. Requirement of the relevant clause was that the person should have "interest or share in any contract", which is similar to the prohibition, as contained in

Rule 57 which requires that no officer of a society shall have interest direct or indirect in any contract with the society. In the case of ***Gulam Yasin Khan*** (*supra*), the son of the petitioner / appellant was an employee of the municipality. This is, what is held by the Supreme Court, in para 7 of the judgment, which reads thus:

“7. The question which we have to consider is whether by virtue of his relationship with Khalidad Khan, the appellant can be said to have any indirect share or interest in the employment of Khalidad Khan with the Municipal Committee. We are assuming for the purpose of dealing with this point that the contract to which Cl. (1) refers, includes employment, though unlike other similar statutes, the word “employment” is not specifically mentioned in the said clause. In order to incur disqualification, what the clause requires is “interest or share in any contract” : it may either be a share or an interest; and if it is an interest, the interest may be direct or indirect. But it is plain that the interest to which the clause refers, cannot mean mere sentimental or friendly interest; it must mean interest which is pecuniary, or material, or of a similar nature. If the interest is of this latter category, it would suffice to incur disqualification even if it is indirect. But it is noticeable that the clause also requires that the person who incurs disqualification by such interest must “own such share or interest”. It is not easy to determine the scope of the limitation introduced by this last sub-clause. Mr. Gauba for respondent No. 1 urged that the clause “owning such share or interest” is tautologous when it refers to direct interest or share, and is meaningless when it refers to indirect share or interest. Prima facie, there is some force in this connection; but whatever may be the exact

denotation of this clause, it does serve the purpose of limiting the character of the share or interest which incurs disqualification prescribed by the clause and it would not be easy of ignore the existence of the last portion of the clause altogether.”

.. It can thus, clearly be seen that the interest cannot be merely sentimental or friendly interest; and it must mean that the interest is pecuniary, or material, or of a similar nature. If the interest is of this category, it would suffice to incur disqualification even if it is indirect. The Hon’ble Supreme Court held that even on a liberal construction of a clause, it is clear that interest or share must be in the contract itself.

29. Now coming to the present case, although there is a pecuniary interest of the firm, of which son of the Petitioner is a partner, the fact remains that there is no material to show that the Petitioner is directly or indirectly having a pecuniary interest in such contract.

30. This takes me to the submission made on the basis of the incompetency of an action under Section 78A, against the erstwhile committee / Board of Directors / members. The Division Bench of this Court in the case of **Laxman Thorat** (*supra*) and in the case of **Sudhakar Vishnu Patil** (*supra*); and

learned Single Judge of this Court in the case of ***Madhumilan Co-operative Housing Society Ltd.*** (*supra*) have consistently held that the action under Section 78 (prior to the 2013 amendment), would not be competent against the previous committee. In the present case, admittedly, the action is based on a certain contract which was entrusted during the tenure of previous Board of Directors. The contention on behalf of the Respondent Nos. 5 and 6 that this would only apply when the action is taken against the committee as a whole and not individually against a member, to my mind, cannot be accepted. Section 78 under which the aforesaid decisions are rendered corresponds to Section 78A after the 2013 amendment and both these sections provide for action against the committee or member of such committee. For the aforesaid reason, in my considered view, the impugned action and the order passed by the learned Commissioner of Co-operation and the appellate order confirming the same cannot be sustained.

31. In the result, the following order is passed.

ORDER

- (i) Petition is allowed.
- (ii) The impugned orders dated 18th April, 2019 and 28th August, 2019 are hereby set aside.

- (iii) Rule is made absolute in the aforesaid terms, with no order as to costs.

Sd/-
C. V. BHADANG, J.

Vinayak
P.
Halemath

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by Vinayak P.
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