

Meena

**IN THE HIGH COURT OF BOMBAY AT GOA
WRIT PETITION NOS. 1125 AND 1126 OF 2019**

Mr. Franky Monteiro,
s/o. Late Michael Monteiro,
aged about 58 years,
r/o. H.No.501, Devote,
Loutolim, Salcete- Goa. ...Petitioner

Versus

- 1 Shri Inacio Fernandes
son of late Jose Fernandes,
aged about 65 years,
r/o. H.No.60, Rassaim, Loutolim,
Salcete, Goa.
- 2 The Village Panchayat of Loutolim,
represented by its Secretary,
Loutolim, Salcete- Goa.
- 3 The Goa State Election Commission ...Respondents
Althino, Panaji, Goa.

Mr. Nigel Da Costa Frias and Mr. G. Malik, *Advocates for the petitioner.*

Mr. Amey Kakodkar and Mr. Pankaj Shirodkar, *Advocates for the respondent No.1.*

Mr. Ryan Menezes and Mr. Nigel Fernandes, *Advocates for the respondent No.2.*

Mr. S.M. Joshi with Ms. Snehal Rawool, *Advocates for the respondent No.3*

**CORAM: MANISH PITALE, J.
RESERVED ON : 20th September, 2021.
PRONOUNCED 1st October, 2021.
ON :**

JUDGMENT:

1. Heard Mr. Nigel Da Costa Frias, learned Counsel for the petitioner, Mr. Amey Kakodkar, learned Counsel for the respondent No.1, Mr. Ryan Menezes, learned Counsel for the respondent No.2 and Mr. S.M. Joshi, learned Counsel for the respondent No.3.
2. Rule is made returnable forthwith with the consent and at the request of the learned Counsel for the parties.
3. These two petitions have been filed by the petitioner who was the original petitioner before the respondent No.3-Goa State Election Commission. He had filed a petition seeking disqualification of the respondent No.1 as a member of the respondent No.2 Village Panchayat of Loutolim. The respondent no.1 was later elected as Sarpanch of the said Village Panchayat.
4. The petitioner approached the respondent no.3-Commission for disqualification of the respondent No.1, claiming that such disqualification was incurred under Sections 10(d) and 10(f) of The Goa Panchayat Raj Act,1994 (hereinafter referred to as “the said Act”). According to the petitioner, the respondent No.1 was in arrears of rent concerning two shops, which the respondent No.1 had taken on lease from the respondent No.2–Village Panchayat, thereby incurring disqualification under Section 10(d) of the said Act. It was further alleged that since the respondent no.1 was a lessee of the two shops, there was a contract between him and the respondent No.2-Village Panchayat, thereby showing that he had a direct monetary interest in

such a contract, inviting disqualification under Section 10(f) of the said Act. The respondent No.3-Commission put the respondent no.1 on notice and after the hearing rival parties found that while the respondent No.1 could not be held to be disqualified under Section 10(f) of the said Act, he had incurred disqualification under Section 10(d) thereof. On this basis, by order dated 19/11/2018, the respondent No.1 was held to be disqualified from holding the elected position as a member of the said Village Panchayat. Consequently his position as Sarpanch of the Village Panchayat was also placed in jeopardy.

5. The petitioner, as well as the respondent No.1, were aggrieved by the order passed by the respondent No.3-Commission and accordingly both of them filed revision applications before the District Court under Section 201-B of the aforesaid Act. The petitioner claimed that the finding rendered by the respondent No.3-Commission on the aspect of Section 10(f) of the said Act was erroneous and on the other hand, the respondent no.1 claimed in his revision application that the respondent No.3 could not have disqualified him under Section 10(d) of the said Act.

6. By judgments and orders dated 31/08/2019, the District Court allowed the revision application of the respondent No.1, thereby setting aside his disqualification under Section 10(d) of the said Act, while the revision application filed by the petitioner was dismissed, thereby confirming the findings rendered by the respondent No.3-

Commission that the respondent No.1 could not be disqualified under Section 10(f) of the said Act.

7. It is in this background that the present Writ Petitions have been filed by the petitioner before this Court. It is contended that the respondent No.1 had incurred disqualification, both under Section 10(d) as well as Section 10(f) of the aforesaid Act. Upon issuance of notice, the respondents entered appearance and pleadings were completed. Both the petitions were taken up for hearing together.

8. Mr. Nigel Da Costa Frias, learned Counsel appearing for the petitioner submitted that the District Court had erred in passing the impugned judgments and orders, because the material available on record was not appreciated in the correct perspective, while applying Sections 10(d) and 10(f) of the said Act for examining as to whether the respondent No.1 had incurred disqualification. According to the learned Counsel appearing for the petitioner, the respondent No.1 had incurred disqualification on both counts.

9. Insofar as Section 10(d) of the said Act is concerned, it was submitted that the District Court committed a grave error in proceeding on the basis that since the quantum of rent payable was yet to be determined, it could not be said that the respondent no.1 was in arrears of rent for incurring disqualification. According to the learned Counsel for the petitioner, even if there was a dispute between the respondent No.2-Village Panchayat and the respondent No.1 in respect of the amount of rent payable, the respondent No.1 was

obliged to pay the rent demanded by the Panchayat. It was submitted that the respondent No.1 had admittedly not paid the rent demanded by the Village Panchayat in the context of the two shops occupied by the respondent No.1. Later, he had issued cheques on the eve of elections to the Panchayat to claim that efforts were made to clear the arrears. The conduct of the respondent no.1 demonstrated that he had evaded paying rent for the two shops and that Section 10(d) of the said Act was attracted, thereby inviting disqualification. According to the learned Counsel for the petitioner, the respondent No.3-Commission had correctly appreciated the factual matrix to hold that the respondent No.1 stood disqualified on the said ground but the District Court fell in error in reversing the said finding.

10. On the question of disqualification under Section 10(f) of the said Act, the learned Counsel for the petitioner invited attention of this Court to the agreements executed between the respondent No.2-Village Panchayat and the petitioner in respect of the two shops. One of the shops was taken on rent from the Panchayat in 1993 while the other shop was taken on rent in the year 2009. It was submitted that there were agreements executed in respect of both the shops which were contracts involving monetary interest as contemplated in Section 10(f) of the said Act, thereby indicating that since the respondent No.1 had a direct monetary interest in connection with said contracts with the Village Panchayat, he stood disqualified from holding the elected position as member and Sarpanch of the Village Panchayat. It was vehemently submitted that there was an obvious conflict of

interest in the present case, because when a dispute with regard to the said two shops occurs, as in the present case on facts it has occurred, there would obviously be a conflict between the duty of the respondent No.1 as a member of the said Village Panchayat and his interest/right as an occupant of the shops under the said agreements executed with the Village Panchayat.

11. Since, there was every possibility of the petitioner influencing the manner in which the Village Panchayat would deal with such dispute, the disqualification under Section 10(f) of the said Act was directly attracted, which the respondent no.3 - Commission as well as the District Court completely failed to appreciate. It was submitted that the very possibility of such conflict of interest would attract disqualification, because it would adversely affect the purity of the process of election and duties expected to be performed by elected representatives. The learned Counsel for the petitioner relied upon the judgment in **Zelia M. Xavier Fernandes E. Gonsalves v/s. Joana Rodrigues and others** [(2012) 3 SCC 188]

12. On the other hand, Mr. Amey Kakodkar, learned Counsel for the contesting respondent No.1 submitted that the District Court had correctly appreciated the true purport of Sections 10(d) and 10(f) of the said Act to render findings on facts and law in favour of the respondent No.1. It was submitted that insofar as Section 10(d) of the said Act was concerned, it was correctly held by the District Court that the question of arrears of rent payable by the respondent No.1 would arise only upon determination of the quantum of rent. As long

as there was a dispute with regard to the quantum of rent payable by the respondent no. 1 and the dispute was yet to be put to rest, Section 10(d) of the said Act would not be attracted. It was further submitted that the respondent no.1 had paid rent in terms of the lease agreements and he had always offered to pay, but it was the Village Panchayat which had unilaterally increased the rent and thereafter returned the cheques sent by the respondent No.1. On this basis, it was submitted that the respondent no.3-Commission had fallen in error in holding that the respondent No.1 was disqualified under Section 10(d) of the said Act, which was corrected by the District Court by allowing the revision application.

13. Insofar as Section 10(f) of the said Act is concerned, the learned Counsel for the respondent no.1 submitted that both the respondent No.3-Commission and the District Court correctly appreciated the facts of the present case while applying the said provision, to test as to whether disqualification was incurred. By emphasizing upon the wordings of Section 10(f) of the said Act, particularly the fact that the words "any contract" stood preceded by the words "any work done by the Panchayat" and succeeded by the words "employment with", the learned Counsel invoked the principle of *noscitur a sociis*. The said principle lays down that when two or more words are susceptible of analogous meaning and they are coupled together, they are understood to be used in their cognate sense. On this basis, the learned Counsel for the respondent no.1 submitted that the words "any contract" used in Section 10(f) of the said Act took their meaning and necessarily

stood coloured by the words "any work done by the Panchayat" and "employment with". The learned Counsel relied upon the judgments of the Hon'ble Supreme Court in the case of **Dr. Devendra M. Surti vs State of Gujarat** [AIR 1969 SC 63] and **Zelia M. Xavier Fernandes E. Gonsalves v/s. Joana Rodrigues and others** (supra), the judgment of the Allahabad High Court in the case of **Industrial and Commercial service, Allahabad v/s. Commissioner of Sales Tax U.P. Lucknow** [(1963) 14 STC 299].

14. The learned Counsel for the respondent no.1 also referred to the definition of the word "employment" as given in Halsbury's Law of India 2004 edition, to emphasize that employment is a contract of service, thereby indicating that in the present case the use of the word "contract" in Section 10 (f) of the said Act necessarily took colour from the word "employment" used therein.

15. Mr. Ryan Menezes, appeared on behalf of the respondent no.2- Village Panchayat and he submitted that a proper reading and interpretation of Section 10(d) and 10(f) of the aforesaid Act would show that the respondent No.1 had incurred disqualification from continuing as a member of the said Village Panchayat.

16. Mr. S.M.Joshi, appeared on behalf of respondent no.3, being a formal party in the present petitions.

17. Heard learned Counsel for the rival parties and perused the material on record. Insofar as Writ Petition No.1126 of 2019 is concerned, the question of disqualification under Section 10(d) of the

said Act has come up for consideration. The said provision reads as follows:

“10. Disqualification for membership.— A person shall be disqualified for being chosen as, and for being, a member of the Panchayat if,—

a)... b) ... c).....

d) he is in arrears for such period as may be prescribed of any tax, fee or other sum due to the Panchayat”

18. A perusal of the said provision shows that for incurring disqualification, the person must be in arrears of any amount due to the Panchayat. In the present case, there is no dispute that the respondent no.1 has taken two shops on lease from the Panchayat and that he is liable to pay rent for the same. The allegation against the respondent no.1 was that he had not paid lease rent towards shop no.1 in the old Panchayat building from April 2009 onwards and for shop no.5 in the said building from April 2012 onwards. On this basis, it was claimed that the respondent no.1 was in arrears of rent, thereby incurring disqualification under Section 10(d) of the said Act. The District Court has considered the material on record and, on facts, it is found that there is a dispute between the Village Panchayat on the one hand and the tenants/occupants of shops in the old Panchayat building on the other hand, in respect of quantum of rent payable for the reason that the Village Panchayat unilaterally demanded increased rent for the said shops. The respondent no.1 has been agitating the matter and he has filed a civil suit challenging the claim of the Village Panchayat towards increased rent.

19. In this backdrop, the District Court has rendered a finding on facts that undisputedly the respondent no.1 was regularly paying rent in accordance with the lease agreement and that the dispute arose when the Village Panchayat unilaterally increased the rent. According to the respondent no.1, such unilateral increase of the rent by the Village Panchayat was wholly illegal and not supported by any provision of law. It is also recorded that there is doubt as to whether the provisions of The Goa Public Premises (Eviction of Unauthorized Occupants) Act, 1988, are applicable for determining fair rent or the provisions of the Rent Control Act would apply. Apart from this, it is found that when the respondent no.1 sent cheques for payment of rent they were returned by the Village Panchayat and it stuck with its demand on the basis of the unilateral increase of the quantum of rent. It is in this backdrop that the District Court found that increase of rent was yet to be determined by the competent authority to be justified and there was a dispute as to whether the increase of rent could be on the basis of an estimate provided by the Public Works Department. On this basis, it was found that till the dispute regarding increase of rent and the applicable law was resolved, the true figures of arrears of rent could not be said to have been determined. Till such time, the respondent no.1 could not be held to be in arrears of rent to have incurred the disqualification under Section 10(d) of the said Act.

20. This Court finds that the approach adopted by the District Court while reversing the finding of the respondent no.3–Commission in the context of Section 10(d) of the said Act, was fully justified. The

material on record does indicate that the respondent No.1 never disputed liability to pay the rent in terms of the lease agreements and that he indeed was paying the said amount, but he had disputed the unilateral increase of rent by the Village Panchayat. This Court finds that the respondent no.1 is well within his rights to raise such a dispute and it could not be said that he had incurred disqualification for being in arrears of rent, because he had not deposited the increased rent as claimed by the Village Panchayat. Therefore, insofar as Writ Petition No.1126 of 2019 is concerned, there is no substance in the same and it deserves to be dismissed.

21. Insofar as Writ Petition No.1125 of 2019 is concerned, it needs to be examined whether there could be said to be a conflict of interest because there are admittedly agreements executed between the respondent no.2-Village Panchayat and the respondent no.1 in respect of the aforesaid two shops. In this context, the learned Counsel for the petitioner placed much emphasis on the judgment of the Hon'ble Supreme Court in the case of **Zelia M. Xavier Fernandes E. Gonsalves v/s. Joana Rodrigues and others** (supra) wherein Section 10(f) of the said Act came up for consideration before the Hon'ble Supreme Court. By placing reliance on the ratio of the said judgment, it was claimed that the words "monetary interest" and the words "any contract" would apply squarely to the said lease agreements pertaining to the two shops, thereby demonstrating that the

respondent no.1 had incurred disqualification. On the other hand, as noted above, the Counsel for the respondent no.1 has invoked the principle of *noscitur a sociis* to claim that the words "any contract" necessarily take their colour from the words "employment with the Panchayat".

22. It needs to be examined as to what would be the correct interpretation of Section 10(f) of the said Act to apply it to the facts of the present case, in order to examine whether the respondent No.1 incurred disqualification.

23. Before examining the said provision and applying it to the facts of the present case, it would be appropriate to refer to the concept of conflict of interest discussed in similar situations before this Court. In the case of **Indumati Laxman Bhakare v/s State of Maharashtra** [2004(3) Mh.L.J.6], this Court considered the question of disqualification of a Councillor under Section 16(1)(i) of Maharashtra Municipal Councils, Nagar Panchayats and Industrial Township Act, 1965. In the said case, this Court referred to a Full Bench judgment in the case of **Dattatraya Narhar Pitale v/s. Vibhakar Dinkar Gokhale** [1975 Mh.L.J.701], wherein this Court considered the concept of conflict between interest and duty. In the said case before the Full Bench, a contention was raised against an elected member of the Municipal Council that he had incurred disqualification because his wife was a headmistress in a school run by the Municipal

Council. It was held that even if the elected Municipal Councillor may not have a direct interest in the employment with the Municipal Council, there was a likelihood of a conflict of interest and duty, for the reason that if any action was to be contemplated against his wife working as headmistress of the school run by the Municipal Council, he as an elected member of the Municipal Council would be in conflict in such a situation while performing his duty.

24. The said position of law and interpretation of the concept of conflict between interest and duty was applied in the case of **Indumati Laxman Bhakare v/s State of Maharashtra** (supra) and a finding was rendered that disqualification was incurred. The said judgment was referred to and followed in the case of **Sheela Nandkishor Ingle v/s Additional Commissioner, Amravati** [2019(4) Mh.L.J. 381] wherein a question arose as to whether an elected member of the Panchayat had incurred disqualification under Section 14(1)(g) of the Maharashtra Village Panchayat Act, 1959. The said provision is similar to Section 10(f) of the aforesaid Act and it reads as follows:

“10. Disqualification for membership.— A person shall be disqualified for being chosen as, and for being, a member of the Panchayat if,— (a).....(f) he has directly or indirectly any share or monetary interest in any work done by or to the Panchayat or any contract or employment with, under or by or on behalf of, the Panchayat.”

25. This Court referred to the judgment in the case of **Indumati Laxman Bhakare v/s State of Maharashtra** (supra) and applied the same in the said case wherein the allegation was that the husband of the elected member of the Gram Panchayat had received certain amounts for carrying out development works being implemented by the Panchayat and that therefore, she had an interest in such work. The elected member had opposed such prayer for her disqualification on the ground that she could not be said to be a partner of her husband in carrying out work for the Panchayat. While rejecting the contention raised on behalf of the elected member, this Court in the aforesaid judgment held as follows:

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 an 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 the 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."

26. Keeping in mind the said position of law concerning the conflict between the interest and duty of an elected member, it would be necessary to interpret the relevant provision in the present case. Section 10(f) of the said Act reads as follows:

"10. Disqualification for membership.— A person shall be disqualified for being chosen as, and for being, a member of the Panchayat if,— (a).....(f) he has directly or indirectly any share or monetary interest in any work done by or to the Panchayat or any contract or employment with, under or by or on behalf of, the Panchayat."

27. Much emphasis is placed on behalf of the respondent no.1 on the principle of *noscitur a sociis* to claim that the words “any contract” necessarily take colour from the words “any work done by the Panchayat” and the words “employment with the Panchayat”. It is vehemently submitted that for disqualification to be incurred under Section 10(f) of the said Act the concerned person must have a direct or indirect monetary interest in any contract of work done for the Panchayat or a contract of employment with the Panchayat. By applying the principle of *noscitur a sociis*, it is emphasized that a lease agreement or any contract concerning immovable property of the Village Panchayat is not at all contemplated and therefore, the disqualification cannot be incurred.

28. This Court is unable to accept the said contention for the reason that the specific words used in the above-quoted Section 10(f) of the said Act would show that the word "or" is used prior to and immediately after the words "any contract". A proper reading of the said provision would show that disqualification would be incurred if the concerned person has directly or indirectly a monetary interest in any contract by or on behalf of the Panchayat. In the present case, there is no dispute about the fact that there are lease agreements executed between the Village Panchayat and the respondent no.1 under which the respondent no.1 is obliged to pay rent. This clearly indicates the monetary

interest on the basis of lease agreements executed between the Panchayat and the respondent no.1.

29. Apart from this, there is no doubt about the fact that a conflict would arise between the duty of the respondent no. 1 as an elected member of the Village Panchayat and his right as a person who has taken the aforesaid two shops on rent from the Village Panchayat. This is even more accentuated in the present case because the respondent no.1 was later elected as Sarpanch of the Village Panchayat and he continues to occupy the said position. The moment there is a dispute between the two in respect of the said shops, there would certainly be a conflict between the interest and duty of the respondent no.1. In the facts of the present case, such a dispute has already arisen and the two parties are in conflict and contesting the dispute. It is such a situation, which is sought to be averted by Section 10(f) of the aforesaid Act, so that the purity of the responsibility with which an elected member in a representative democracy is expected to work, is not adversely affected and the entire process remains pure. It is not that a dispute must necessarily exist but the likelihood of a conflict that could arise between the duty and interest of the elected member is enough to incur disqualification under Section 10(f) of the said Act.

30. There cannot be any doubt about the fact that an elected member and Sarpanch of the Village Panchayat would be in a position to influence the steps to be taken by the Panchayat in a dispute with him in his personal capacity and such a conflict of interest and duty is the very mischief that is sought to be addressed by Section 10(f) of the said Act. The contention raised on behalf of the respondent no.1 by relying upon the principle of *noscitur a sociis* cannot be accepted, because it would amount to employing a very narrow construction of the said provision, which would go against the settled position of law in the context of the very provision that came up for consideration before the Hon'ble Supreme Court.

31. In this context, the following paragraphs of the judgment of the Hon'ble Supreme Court concerning this very provision in the case of **Zelia M. Xavier Fernandes E. Gonsalves v/s. Joana Rodrigues and others** (supra) are relevant and they read as follows:

8. Section 11 provides that if any question arises as to whether a member of a Panchayat has become subject to any disqualification referred to in Section 10, it shall be referred to the State Election Commission for decision and its decision thereon shall be final. The purpose and object of providing for disqualification for membership of the Panchayat in clause (f) of Section 10 is to ensure that there is no conflict between the private interest of the member and his duty as a member of the Panchayat. It is

based on a general principle of conflict between duty and interest. Insofar as the present matter is concerned, we have to consider the applicability of clause (f) of Section 10 to the extent, "he has.....indirectly any share or monetary interest inany contract by or on behalf of the Panchayat" in the fact situation noticed above.

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17. *In P. Ramanatha Aiyar's The Law Lexicon, 2nd Edition (reprint 1999) the term 'interest' is explained thus:*

"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."

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19. There is no doubt that Section 10(f) contemplates that share or monetary interest (direct or indirect) has to be in the contract itself. The expression 'in any contract' means in regard to any contract. Could it be said that the appellant had no indirect share or monetary interest in regard to her husband's contract with the Village Panchayat Raia when, by operation of law, she is entitled to the profits of that contract? The answer has to be in the negative.

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21. While considering Section 15(l) of the CP Municipalities Act which provided for the disqualifications to the elections of the Municipal Committees, this Court in Gulam Yasin Khan¹ held that the purpose and the object of prescribing several disqualifications in that provision are to ensure the purity of the administration of the Municipal Committees and in that sense, the different clauses of disqualifications should not receive unduly narrow or restricted construction. We also hold the view that the prohibition in Section 10(f) should not receive unduly narrow or restricted construction. In what we have considered above, the answer to the first question must be in the affirmative and it must consequently be held that the appellant has incurred disqualification under Section 10(f) of the 1994 Act. We hold accordingly."

32. The Hon'ble Supreme Court in paragraph 19 of the said judgment quoted above has categorically held that Section 10(f)

of the aforesaid Act contemplates monetary interest, direct or indirect in the contract itself and further that the expression "in any contract" means in regard to any contract. This completely answers the contention raised on behalf of the respondent no.1 concerning the applicability of the principle of *noscitur a sociis*. It is clear that the said principle is not applicable and that the lease agreements concerning the said two shops are covered under the expression "in any contract" and the disqualification under Section 10(f) of the said Act is clearly attracted in the present case. In paragraph 21 of the judgment quoted above the Hon'ble Supreme Court has categorically held that the prohibition under Section 10(f) of the Act should not receive unduly narrow or restricted construction. If the contentions of the respondent no.1 are accepted, it would amount to imposing an unduly narrow and restricted construction on Section 10(f) of the said Act. Hence, the said contentions are rejected. The respondent no. 3 -Commission as well as the District Court failed to appreciate this aspect of the matter while holding in favour of respondent No. 1 on this aspect of the matter.

33. In view of the above, Writ Petition No.1126 of 2019 is dismissed while Writ Petition No.1125 of 2019 is allowed. Consequently, the impugned judgment and order dated 31/08/2019 passed by the District Court in Civil Revision Application No. 53 of 2018, is set aside and it is held that the

respondent No.1 stands disqualified under Section 10 (f) of the aforesaid Act and the disqualification petition filed by the petitioner stands allowed to that extent.

34. Rule made absolute in Writ Petition Nos.1125 of 2019 and Rule stands discharged in Writ Petition No.1126 of 2019.

MANISH PITALE, J.

Judgement continued:

On pronouncement of judgment, the learned counsel appearing for the respondent no.1 requested that the effect of the present Judgment and Order may be stayed for a period of four weeks.

2. The learned counsel appearing for the petitioner and respondent no.2-Panchayat have opposed the request.

3. Considering the fact that the respondent no.1 has been a member and Sarpanch of the Village Panchayat since 2017, the effect of the order passed today is kept in abeyance for a period of two weeks from today. It is made clear that no further extension shall be granted.

MANISH PITALE, J.

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