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W.A.Nos.766 and 767 of 2016

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : **29.09.2023**
Pronounced on : **29.02.2024**

CORAM:

THE HON'BLE MR. JUSTICE R.SURESH KUMAR
AND
THE HON'BLE MR.JUSTICE K.KUMARESH BABU

W.A.Nos.766 and 767 of 2016
C.M.P.Nos.11042 and 11043 of 2016 and
C.M.P.Nos.16090 and 16091 of 2017

1. The Government of Tamil Nadu
Represented by the Secretary,
Municipal Administration and Water Supply
Department,
Fort St. George, Chennai - 9.
2. The Executive Officer
Vennanthur Town Panchayat,
Namakal District. ... Appellants in both the
Writ Appeals

Vs.

1. Palaniyammal
 2. Chitra
 3. Lalitha
 4. Rani ... Respondents in W.A.No.766 of 2016
1. Thangamani
 2. Thilagavathy
 3. Eswari



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4. Sarasu
5. Vijaya
6. Senthamarai
7. Kavitha

... Respondents in W.A.No.767 of 2016

Common Prayer : Writ Appeals filed under Clause 15 of the Letters Patent Act, to set aside the order of the learned Judge made in W.P.Nos.20496 and 23804 of 2013, dated 16.03.2016 and dismiss the writ petitions.

For Appellants : Mr.J.Ravindran, AAG
assisted by
Mr.K.V.Sajeev Kumar
Special Govt. Pleader
in both the Writ Appeals

For Respondents : Mr.V.Raghavachari, Senior Counsel
for Mrs.V.Srimathi
in both the Writ Appeals

COMMON JUDGMENT

R.SURESH KUMAR, J.

Since these two Writ Appeals arise out of common order passed by the writ court made in W.P.Nos.20496 and 23804 of 2013 dated 16.03.2016, with the consent of the learned counsel appearing for both sides, both the writ appeals were heard together and are disposed of by this common



Judgment.

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2. The respondents in both the writ appeals had claimed that, they were engaged by the second appellant, namely, the Vennanthur Town Panchayat, Namakkal District represented by its Executive Officer as Sanitary Workers in the year 2006 and had been continuously working as such for several years. Since they had been working for several years, they were seeking for regularisation and hence they approached the second appellant, Town Panchayat for such regularisation. However, since the same has not been materialised, these employees joined together and filed two separate writ petitions as stated supra, seeking for a writ of mandamus to give direction to the respondents in the writ petitions who are the appellants herein to regularise the services of the writ petitioners / respondents herein on and from 2009 as provided under G.O.Ms.No.199, Municipal Administration and Water Supply Department, dated 12.08.1997.

3. The reason for seeking regularisation from 2009, even though they had been initially engaged from 2006 is that, the Government had issued an order in G.O.Ms.No.199, Municipal Administration and Water Supply



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Department, under which those who had been engaged in Town Panchayats in the State of Tamil Nadu on temporary basis as NMR, that shall be for a period of one year and thereafter depending upon their work after evaluation of the same, it can be extended for year to year basis for three years and having satisfactory services rendered by such temporary employees or NMRs, after three years period, they can be brought under regular time scale of pay on regular basis.

4. This was the import of the G.O.Ms.No.199, dated 12.08.1997, therefore these employees since had been engaged in the Town Panchayat from 2006 and also they had been continuously working for three years and more and on completion of such three years period in the year 2009, since they become eligible to claim the status of regularisation, they sought for with the said prayer that, they may be regularised with effect from 2009 and to that extent, seeking the directions from this Court, those two writ of mandamus were filed.

5. Before the writ court, it was the stand taken by the appellant Town



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Panchayat that, these employees had never been engaged directly by the Town Panchayat instead they had been members of a self help group called "Vaadamalli women self help group", with whom the Town Panchayat had entered into agreement or contract under which, the sanitation work should be undertaken by such self help group and accordingly, the work of clearing the solid waste and sanitation work since had been entrusted to the self help group, that group had undertaken the work.

6. Merely because the employees / writ petitioners had been part of or members of such self help group, they cannot seek permanency or regularisation as regular employees of the town panchayat. Therefore such a plea raised by them was to be rejected.

7. Between these two stand taken by the employees as well as the appellants Town Panchayat, the writ court, in order to ascertain the fact had appointed an Amicus Curiae to verify the records and to file a report. The said Amicus Curiae had filed a detailed report with records, which she has collected from the Town Panchayat and had given a report in detail stating



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that they had been engaged directly by the Town Panchayat and they had been paid in fact by the Town Panchayat directly in the account of the employees. Therefore as per the G.O.Ms.No.199 as well as various Judgments of the Hon'ble Apex Court and this Court, the employees were entitled to get regularisation or absorption. Accepting the said report submitted by the Amicus Curiae and also having considered various Judgments of the Hon'ble Apex Court as well as this Court and also having found that in the absence of any such contractual agreement as claimed by the Town Panchayat since nothing had been produced before the single Judge, the writ court, had come to an irresistible conclusion that those employees had been engaged directly by the Town Panchayat as such since they had been working for long years, they should be regularised. Accordingly the plea raised by the employees since was accepted, the prayer sought for in those writ petitions also had been allowed through the impugned order.

8. Mr.J.Ravindran, learned Additional Advocate General assisted by Mr.K.V.Sajeev Kumar, learned Special Government Pleader appearing for



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the appellants has vehemently contended that, at no stretch of imagination it can be stated that, these employees had been engaged by the Town Panchayat directly for sanitation work. In fact, such kind of sanitation works was to be undertaken only by the self help group as per the policy of the Government and therefore, since one such self help group in the name of "Vaadamalli women self help group" was formed consisting of various members like the writ petitioners / employees herein, with the said self help group a contract had been entered into by the Town Panchayat under which for a period of one year that sanitation work and removal of solid waste must be undertaken by the self help group. The said contract subsequently had been time and again extended.

9. When that being so, the learned Additional Advocate General would submit that, the claim made by the writ petitioners / respondents that, they had been directly engaged by the Town Panchayat and since had been working as such for more than three years, as per G.O.Ms.No.199 they are eligible and entitled to seek for regularisation is completely out of the scope of the said G.O., because, the said G.O would not apply to any contract



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employees and when the fact remains that, they have continued to be the contract employees being the members of the Vaadamalli women self help group, hence such a plea raised by them to seek for regularisation ought to have been rejected by the learned Judge. However the learned Judge without considering this aspect in proper perspective has allowed the writ petitions, therefore the order impugned is liable to be interfered with, the learned Additional Advocate General contended.

10. In order to delve into these issues as has been raised in these appeals by the appellants, the prime question that has come for consideration before this Court is to whether, there had been a contractual agreement between the self help group and the Town Panchayat and if so, based on contract only the writ petitioners / respondents had been engaged by the contractor as members of such self help group of these employees and accordingly, if they had worked whether the claim made by them to get regularisation to be accepted or not are all to be decided.

11. In fact, the very same position was projected before the learned



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Judge in those writ petitions.

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12. Even though it was claimed by the Town Panchayat that, there had been a contract between the Town Panchayat and the self help group, no such documents to establish about the contract since had been filed before the writ court, the learned Judge, in order to ascertain the facts had decided to appoint an Advocate as Amicus Curiae.

13. Accordingly, Advocate Mrs.D.Nagasaila, a practising lawyer of this Court had been appointed as Amicus Curiae by the learned Judge by order, dated 04.09.2014 and she was requested to collect the materials available from parties, i.e., the writ petitioners and the respondents and after verifying all those documents, a report was to be submitted by the Amicus Curiae.

14. Accordingly, the Amicus Curiae filed written submissions / report on 18.09.2014 and also filed a voluminous typed set of papers in support of her written submissions / report.



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15. The said written submissions and the voluminous typed set of papers filed by the Amicus Curiae was analysed by the learned Judge threadbare, where the points culled out by the learned Judge was that, the Attendance Register and Acquittance Register maintained by the Town Panchayat disclosed that, the writ petitioners were engaged directly by the second respondent Town Panchayat.

16. It was further stated that, every page of the Attendance Register it has been countersigned by the Sanitary Officer and Executive Officer of the Town Panchayat. This has been recorded by the learned Judge at para 11.3 of the impugned order.

17. The learned Judge had further found that, the Amicus Curiae had further stated in paragraph 10 of the written submissions that, the town panchayat supplied the push carts to the writ petitioners for collection of solid waste. The wages of the writ petitioners were calculated on daily wage basis as per the market rates notified by the collector from time to time but paid on monthly basis. The wages were paid directly by the Town



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Panchayat to the writ petitioners till August 2013.

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18. In this place, it is to be noted that, after filing of the writ petition in the year 2013, the writ court in fact in miscellaneous petitions filed along with the writ petitions granted interim order of injunction restraining the Town Panchayat from interfering with the services of the writ petitioners as sanitary workers pending disposal of the writ petition. Similar injunction was granted in other writ petition also in 29.08.2013. Therefore till August 2013, as has been found out by the Amicus Curiae, the wages were calculated and paid to the employees, i.e., the writ petitioners directly. However, after August 2013, i.e., after grant of interim order by the writ court, the salary had been paid to the writ petitioners by making credit as a lumpsum to the Vaadamalli self help group. Along with the wages, a subsidy also to the self help group as part of micro credit facilities had been paid.

19. In fact this position had been analysed by the learned Judge as to till which time the wages had been calculated and paid to the employees / writ petitioners directly and from which date it has been consolidated and



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had been credited into the account of the self help group.

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20. Up to the interim order granted by the writ court in August 2013, the amount had been paid directly to the employees / writ petitioners and thereafter, it had been credited in the name of the self help group.

21. It has further been found by the learned Judge from the report of the Amicus Curiae, since the writ petitioners were directly employed from 2006, they could not be termed as contract workman as per the Judgment of the Apex Court in Workmen of Food Corporation of India v. Food Corporation of India reported in 1985-II-LLJ 4.

22. It has further been stated that, if the conditions of service of the petitioners were altered by bringing them as contract workman from direct employment, the same is violative of Section 9A of the Industrial Disputes Act as held by the Apex Court in the said Judgment. It has also been pointed out that, the said ratio was followed by the Apex Court in latter Judgment in Lokmat Newspaper Pvt., Ltd., v. Sankar Prasad reported in (1999) 6 SCC 274.



WEB COPY 23. These aspects has been discussed by the learned Judge in paragraph 11.3, 11.4, 11.5 and 12.1 of the impugned order. The learned Judge also discussed about the import of G.O.Ms.No.199, Municipal Administration and Water Supply Department, dated 12.08.1997 which was claimed to be in support of the regularisation sought for by these employees / writ petitioners.

24. The learned Judge also touched the point that, as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent status to Workman) Act, 1981, the employer was duty bound to regularise the workman if the workman was employed for 480 days in two years of service.

25. However opposing these stand taken by the learned Amicus Curiae, on behalf of the Town Panchayat and the State Additional Advocate General and Special Government Pleader raised a point that, there has been no master-servant relationship between the Town Panchayat and these writ



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petitioners since the writ petitioners were employed through the women self help group, i.e., Vadamalli women self help group, therefore the question of regularisation of service in the town panchayat does not arise.

26. In support of their contention, they have relied upon certain decisions, which have been listed out by the learned Judge in paragraph 13.2 of the order and those Judgments also had been discussed widely by the learned Judge in the impugned order and ultimately the learned Judge has concluded that, those Judgments, on the factual matrix of the case, would not be made applicable to the present case, as those cases cited on the side of the State as well as the Town Panchayat would not advance their cause.

27. Since this was the main controversy centred before the writ court and it has been resolved and decided in favour of the employees as against which since these appeals have been filed, at the time of argument, the learned Additional Advocate General appearing for the appellants herein had raised a point that, there has been contract between the town panchayat



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and the employees. When the contract documents are available, the learned Judge cannot take a deviated stand as if that there has been no contract between them and no documents had been filed and based on which merely based on the report of the Amicus Curiae, since the conclusions had been arrived at by the learned Judge, such a reasoning given by the writ court as well as the conclusion reached by the learned Judge is completely erroneous, was the submission made by the learned Additional Advocate General.

28. In order to resolve this core issue, we thought of directing the Town Panchayat to file the necessary documents of contract between the Town Panchayat and the employees / writ petitioners. On 07.08.2023 when the case came up for hearing, pursuant to our earlier order, the Town Panchayat had come forward to file a typed set of documents. On considering the same, we passed an order on 07.08.2023 which reads thus :

" Pursuant to the last order, today when the case is taken up for hearing, on behalf of the appellants Town Panchayat, additional typed set of documents have been filed. On perusal of those



documents, we find in the naked eye that there is a vast difference between the signatures made on behalf of the second appellant Executive Officer.

2. Moreover, these agreements of contract were said to have been signed by the Executive Officer in the year 2008 or 2009, i.e., nearly about 14 years or 15 years back. However, in the name of original they have produced the contract agreement signed by the parties which is in brand new bond sheet. Moreover, the signatures comparatively differs from each other.

3. Therefore, in order to verify the genuinity of these documents which have been produced before this Court, we feel an affidavit to be filed by the Executive Officer of the Town Panchayat to establish that these documents are genuine documents. Also the Executive Officer shall produce the original records pertaining to the minutes recorded by the Town Panchayat during the relevant point of time i.e., in the year 2008 or 2009 for taking a decision to enter into the contract with the self-help groups as alleged by



them. For filing such an affidavit, the Executive Officer, Vennaanthur Town Panchayat, Namakal District shall be present before this Court during the next hearing date.

4. Hence, post the matter on 14.08.2023. In the meanwhile, the Registry is directed to keep these originals filed on behalf of the appellants in a sealed cover and produce it before this Court on the next hearing date."

29. Since we found that, there has been a vast difference between these documents as the signature of the then Executive officer as if made in these documents since differs from document to document and all these documents had been filed as if typed and signed by the parties concerned in a brand new bond paper, we raised the doubt about the genuinity of these documents and therefore in support of these documents, we wanted a supporting affidavit to be filed by the Executive Office of the Town Panchayat.

30. Accordingly when the case came up for hearing on 14.08.2023,



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Mrs.L.Yasotha, the Executive Officer of the second appellant, namely Vennanthur Town Panchayat, Namakkal District, had come and appeared before this Court. On behalf of the Executive Officer, the Special Government Pleader made submissions. On hearing them, we passed the order on 14.08.2003 to the following effect :

" Pursuant to the order dated 07.08.2023, when the case is taken up for hearing today, Mrs.L.Yasotha, Executive Officer, Vennandur Town Panchayat, Namakkal District has come before this Court and appeared. On her behalf, Mr.K.V.Sajeev Kumar, learned Special Government Pleader submits that certain documents which were produced before this Court, as if that there has been contractual agreement between the Executive Officer of the Town Panchayat and the Self Help group, were forged documents and in this regard, the said Executive Officer has come forward to admit her guilt.

2. On hearing the same, we feel that explaining all these position let the Executive Officer file an affidavit before this Court,



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thereafter the further course of action can be decided by this Court.

3. For the aforesaid purpose, the learned Special Government Pleader seeks time till 23.08.2023.

4. The sealed cover already been directed to be kept by the Registry shall also be kept continuously till the next hearing date.

5. Post the matter on 23.08.2023."

31. In pursuant of the said order, dated 14.08.2023, when the case again came up for hearing on 23.08.2023, an affidavit had been filed by the Executive Officer of the Town Panchayat, namely Mrs.L.Yasotha, where what has been stated was nothing but a candid admission of the fraud committed on the Court as the documents filed on behalf of the Town Panchayat in the typed set of papers and the originals of those documents filed in a sealed cover before this Court are forged documents. Therefore having taken note of the said contents made in the affidavit filed by the Executive Officer of the Town Panchayat, we passed the following order on 23.08.2023.



" Pursuant to our order dated 14.08.2023, an affidavit has been filed by the second appellant Executive Officer viz., one Mrs.L.Yasotha, where she has stated the following:

"2. I at the foremost with folded hands with utmost respect tender my unconditional apology before this Honourable Court for the act committed by me which is definitely unpardonable and the gravest of mistake. The act committed by me can never be accepted but this Honourable Court may be grateful to show the least benevolence to me.

3. I humbly and respectfully submit that, I am before this Honourable Court seeking its mercy to pardon me accepting my sincere and unconditional apology and also that in future, I would never even think about committing such an act. This Honourable Court considering my earnest plea and also accepting my unconditional apology may be pleased to pardon me for the said act committed by me. I have realised the consequences and repent for the same. I once again plead this Honourable Court that, this court, being the epitome of justice, be gracious



enough to pardon my act. Unless this Honourable Court accepts my unconditional apology and be gracious and magnanimous with motherly heart pardon me I will be put to grave sufferings.

I once again accept my mistake and also accept the fact that it is unpardonable but with great respect and folded hands tender my unconditional apology and plead that this Honourable Court may pardon me.”

2. Relying upon these averments made in the affidavit, Mr.J.Ravindran, learned Additional Advocate General appearing for the appellants would contend that, he cannot defend the act of the second appellant except to make a plea of unconditional apology for the gravest mistake she has committed before this Court. The said submission made by the learned Additional Advocate General is recorded and since he wants time till 28th of this month to make submissions in the main writ appeal on merits, hence post this matter on 28.08.2023.

3. On that date, after deciding the case otherwise on merits, the further course of action with regard to the gravest mistake committed by the second appellant would be decided.

4. The records shall be continued to be kept under the



custody of the Registry and be produced before this Court on the next hearing date.

5. The second appellant shall remain present before this Court on the next hearing date."

32. Since the learned Additional Advocate General had stated that, he cannot defend the act of the second appellant except to make a plea of unconditional apology for the gravest mistake she had committed before this Court. After recording the said submission made by the learned Additional Advocate General since he wants to make submissions on the merits of the case it was further adjourned and heard thereafter.

33. The learned Additional Advocate General appearing for the appellants especially the Town Panchayat had no words to defend the action on the part of the Town Panchayat especially the Executive Officer of the Town Panchayat as admittedly the alleged contract documents had been created for the purpose of filing before this Court in order to defeat the claim made by the writ petitioners / respondents herein seeking for regularisation.

34. The following are the list of documents filed on behalf of the



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second appellant Town Panchayat, which are scanned herein for reference.

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Order Dt: 07/08/2023 (Item NO : 09)			
RSKJ - KBJ			
Adjourned Date : 14-08-2023			
S.No	Content	Date	Page No
1	ஒப்பந்த உடன்படிக்கை பத்திரம்	31/03/2009	1-3
2	ஒப்பந்த உடன்படிக்கை பத்திரம்	29/03/2013	4-5
3	ஒப்பந்த உடன்படிக்கை பத்திரம்	30/03/2010	6-9
4	ஒப்பந்த உடன்படிக்கை பத்திரம்	30/03/2011	10-12
5	ஒப்பந்த உடன்படிக்கை பத்திரம்	30/03/2012	13-14
6	ஒப்பந்த உடன்படிக்கை பத்திரம்	31/03/2008	15-17
7	Vennadur Town Panchayat Bank, Bank Payment Voucher	02/12/2013	18-22
8	Vennadur Town Panchayat Bank, Bank Payment Voucher	02/01/2014	23-29
9	Vennadur Town Panchayat Bank, Bank Payment Voucher	03/02/2014	30-33
10	Vennadur Town Panchayat Bank, Bank Payment Voucher	03/03/2014	34-38
11	Vennadur Town Panchayat Bank, Bank Payment Voucher	02/03/2015	39-42
12	தீர்மான நகல்	31/07/2015	43-56
13	ந.க.எண் : 13908/2022/அ4/நாள் : 06/02/2023 - I st set	06/02/2023	57-62
14	ந.க.எண் : 13908/2022/அ4/நாள் : 06/02/2023 - II nd set	06/02/2023	63-68

Received on
07-08-2023
before Court (RSKJ > KBJ)
V.
Sak (RSKJ)
7/8/2023

Seal opened before Court
verified & again sealed.
S. (RSKJ)
28/8/2023



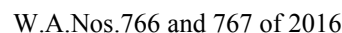
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35. Out of the six documents, if we look at one by one, the first document according to them is dated 31.03.2009, second one is 29.03.2013, third one is 30.03.2010, fourth one is 30.03.2011, fifth one is 30.03.2012 and sixth one is 31.03.2008.

36. In every such alleged contract in the name of the then Executive Officer a forged signature has been made in the left side of all the six documents. Whereas on the right side on behalf of the self help group, the signature of one D.Palaniammal had been made.

37. In order to have a ready reference of these documents, the first page of the contract in all the six contract documents are scanned and attached herewith.



ஒப்பந்த உடன்படிக்கைகளை பத்திரம்

2008 ஆம் வரும் மார்ச் மாதம் 31 ஆம் தேதி திருச்சி கிழக்கு அளிந்து நாமக்கல் மாவட்டம், இராசிபுரம் கட்டம், வெண்ணத்தூர் (ஆத்திசே) இல் உள்ள வாடமாவலி கைதவிலக்குமுயின் தகவலி கொண்டுவிடுவதன் திருமதி பழனிசம்பாள் ஆகிய நாளும், நாமக்கல் மாவட்டம், வெண்ணத்தூர் பேரூராட்சியின் செயல் அலுவலரும் எகோபித்தமாக செப்து கொண்டு ஒப்பந்த உடன்படிக்கை என்னவென்றால், நாமக்கல் மாவட்டம், வெண்ணத்தூர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 முதல் 15 முடிய உள்ள பகுதிகளில் 01/04/2008 முதல் 31/03/2009 முடிய உள்ள காலத்திற்கு திட்டக்கூலி வேளாண்மை திட்டத்தின்படி விடு விடாக சென்று தள்ளுவதற்கு மூலம் குடியைகள் தோறும் செப்து கொடுக்க மகாரி கைதவிலக்குமுயின் தகவலி கொண்டுவிடுவதன் தகவலி கொண்டுவிடுவதன் 01/04/2008 முதல் 31/03/2009 முடிய உள்ள காலத்தில் காலத்திற்கு ஒப்பந்த அடிப்படையில் வெண்ணத்தூர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 முதல் 15 முடிய உள்ள பகுதிகளில் வார்டு எண்.1 விடுவிடாக சென்று குடியைகள் தோறும் திரித்து கோரிக்கும் பணி மேலா கீழ்க்காலதும் திருத்தமாகவருகிக்குட்பட்டு அனுமதித்து வெண்ணத்தூர் பேரூராட்சி செயல் அலுவலரின் தகவல்:07/2008 மார்ச்:31/03/2008 செயல்புறமாவலி அலுவலர்:பெட்டி:01/03/2008

पु.सं.प्र.सं.सं.सं.सं.सं.

1. இந்த ஒப்பந்த பணிப்பணியை முற்றிலும் நிறைவேற்றியிருக்கிறது.
2. ஒப்பந்தக்குழு ஆய்வினை மாத முடிவிற்குப் பின் ஆர்ப்புறுத்தித் தரப்படும் பணிப்பணியை ஒப்பந்த நபர்/களின் மீட்டப்பணை எப்போதுமீட்ட பணிக்கு குழுவின் துணைவர் / கமிட்டியார் / சிபிசிபிசி சென்னைக்குத் தெரிவிக்கி அனுப்புகின்றன. குறிக்க வேண்டும். மேற்கண்ட மீட்டப்பணை எப்போதுமீட்ட ஒப்பந்த நபர்களுக்கு உரிய ஒப்பந்த தொகை கொடுக்கப்படும். காரணமாக மூலம் வழங்கப்படும்.
3. ஒப்பந்த பணி நபர்கள் காலம் 05.45-மணிக்குத் தொலைத்துத் தெரிவிக்கி அனுப்புகின்றன. ஆர்ப்புறுத்தித் தரப்படும் தகவல் முற்பகல் 06.00 மணி முதல் 11.00 மணி வரை பற்றும் பிற்பகல் 02.00 முதல் 05.00 மணி வரை தகவல்கள் ஒதுக்கப்படும். மத்தியகாலம் உடனடி விடுமுறைக்குத் தெரிவிக்கப்படும் குழுவின் மூலம் தகவல் கொடுக்கப்படும்.
4. தகவல் ஒன்று மாதமாக வரையப்படும். இதனால் ஒரு குறிப்பிட்ட மீட்டப்பணை தகவல் குறித்த தெரிவிக்கும் குழுவை தெரிவிக்கப்படும் வரை தகவல்களை உடனடி கொடுக்க வேண்டும்.
5. தகவல்களையும் ஒரு மணி மொத்தத்துக்குத் தெரிவிக்கிறது. இதன் ஒப்பந்த மூலம் ஒப்பந்த பணி நபர் குழுவுக்கு வரையப்படும் மீட்டப்பணை எப்போதுமீட்ட தெரிவிக்கப்படும் தெரிவிக்க வேண்டும்.

சென்னை மாநகராட்சி,
சென்னை மாநகராட்சி கட்டிடம்,
புதுச்சேரி மாநகராட்சி.

மாண்புமிகு பேரவைத் தலைவர்: கீழ்க்கண்டிருக்கிற
பெயர்: 037 2008

D. မျက်လည် ခြေကံ



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ஒப்பந்த உடன்படிக்கை பத்திரம்

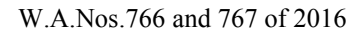
2009 ஆம் வருடம் மார்ச் மாதம் 31 ஆம் தேதி சென்னை சிறைத் துறை நாயக்கர் மாவட்டம் இராசிபுரம் வட்டம், வெண்ணந்தூர் (அதன்மீது இவ் உள் ளாடாய்வினை உட்கருவியின் தலையினை நிறுத்தியுள்ளபடியினால் ஆகிய) மூலம், நாயக்கர் மாவட்டம், வெண்ணந்தூர் பேரூராட்சியின் செயல் அலுவலரும் ஏனோபித்தமாக செய்து கொண்ட ஒப்பந்த உடன்படிக்கை என்னவென்றால், நாயக்கர் மாவட்டம், வெண்ணந்தூர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 முதல் 15 முடிய உள்ள பகுதிகளில் 01.04.2009 முதல் 31.03.2010 முடிய உள்ள காலத்திற்கு திட்டமிட்ட மேலாண்மை திட்டத்தின்கீழ் வீடு விடாக சென்று தள்ளுவண்டி மூலம் குப்பையை சேகரிப்பது செய்து கொடுக்க மகனின் உட்கருவியுடனாகியிருந்து வாடாய்வினை மகனின் உட்கருவியுடனாகிய 01.04.2009 முதல் 31.03.2010 முடிய உள்ள காலத்திற்கு ஒப்பந்த ஆபப்படியில் வெண்ணந்தூர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 முதல் 15 முடிய உள்ள பகுதிகளில் வார்டுகளில் வீடுவிடாக சென்று குப்பையை தாள் பிரித்து சேகரிக்கும் பணி செய்வு கீழ்க்காணும் நிதிநடைமுறைக்குட்பட்டு அனுப்பித்து வெண்ணந்தூர் பேரூராட்சி செயல் அலுவலரின் உட்கருவியில் 07/2009 நாம்.31.03.2009 செயல்முறைகளில் ஆணைப்பட்டுள்ளது.

பிந்தணைகள்

1. இந்த ஒப்பந்த பணியானது முற்றிலும் தன்னாபிமானமாக.
2. ஒவ்வொரு ஆண்டும் மாத முடியிலுள்ள பின் அந்த மாதத்தில் பணியாற்றிய ஒப்பந்த நாயக்கர் மாவட்டம், வெண்ணந்தூர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 முதல் 15 முடிய உள்ள பகுதிகளில் வீடுவிடாக சென்று தள்ளுவண்டி மூலம் குப்பையை சேகரிக்கும் பணி செய்து கொடுக்க வேண்டும். மேலாண்மை மட்டமாக அளிக்கப்பட்டு ஒப்பந்த நாயக்கர் மாவட்டம், வெண்ணந்தூர் பேரூராட்சிக்குட்பட்ட வார்டுகளில் வீடுவிடாக சென்று தள்ளுவண்டி மூலம் குப்பையை சேகரிக்கும் பணி செய்து கொடுக்க வேண்டும்.
3. ஒப்பந்த பணி நாயக்கர் மாவட்டம் 05.45 மணிக்கு வெண்ணந்தூர் பேரூராட்சி அலுவலகத்தில் ஆணை வேண்டும். நினைதி மூலமாக 06.00 மணி முதல் 11.00 மணி வரை மற்றும் பிந்தாக 02.00 முதல் 05.00 மணி வரை தள்ளுவண்டி மூலம் குப்பையை சேகரிக்கும் பணி செய்து கொடுக்க வேண்டும்.
4. நினைதி மூலம் மாவட்டம் உட்கருவியில் இதுவரை ஒரு குடியிட்ட வீட்டிற்கு நினைதி மூலம் குப்பையை சேகரிப்பது செய்து கொடுக்க வேண்டும்.


சென்னை ஆளுகை,
வெண்ணந்தூர் பேரூராட்சி,
நாயக்கர் மாவட்டம்.

மாவட்டம் மகனின் உட்கருவியில் குடி
வெண்ணந்தூர்-027 800
D. பழனிமூர்த்தி
நாயக்கர் மாவட்டம்



திரு. க. சண்முகம்

- சென்னை**
கேள்வி எண்: 108
தேதி: 19-11-2019

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ஒப்பந்த உடன்படிக்கை பத்திரம்



2011 ஆம் ஆண்டு மார்ச் மாதம் 30 ஆம் தேதி முதல் கிழமை அன்று நாமக்கல் மாவட்டம், இராசிராம் வட்டம், வெண்ணத்தூர் (அஞ்சல்) இல் உள்ள வாடாபாஸி கயகதலிக்குடியின் தனலி பொறுப்பிலுள்ள திருமதி முனியம்மாள் ஆகிய நாமக்கல் மாவட்டம், வெண்ணத்தூர் பேரூராட்சியின் செயல் அலுவலரும் ஈகோபித்தயாக செய்து கொண்ட ஒப்பந்த உடன்படிக்கை என்னவென்றால், நாமக்கல் மாவட்டம், வெண்ணத்தூர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 முதல் 15 முடிய உள்ள பகுதிகளில் 01.04.2011 முதல் 31.03.2012 முடிய உள்ள காலத்திற்கு திடீராகவே வேளாண்மை திட்டத்திற்கு வீடு வீடாக சென்று தரிசுமணிப் பூங்கா குப்பைகள் சேகரம் செய்து கொடுக்க மாளர் கயகதலிக்குடியின்கீழ் இருந்து வாடாபாஸி மகாலி கயகதலிக்குடியின்கீழ் 01.04.2011 முதல் 31.03.2012 முடிய உள்ள காலத்திற்கு ஒப்பந்த அடிப்படையில் வெண்ணத்தூர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 முதல் 15 முடியுள்ள பகுதிகளில் வார்டுகளில் வீடுவீடாக சென்று குப்பைகளை தாம் ரசித்து கொடுக்கும் பணி செய்ய கீழ்க்கண்ட நிபந்தனைகளுக்குட்பட்டு அனுமதித்து, வெண்ணத்தூர் பேரூராட்சி செயல் அலுவலரின் நுகரண்.07/2011 தார்.31.03.2011 செயல்முறைகளில் ஆணைபெட்டிருக்கிறது.

நிபந்தனைகள்

1. இந்த ஒப்பந்த பணியானது முற்றிலும் தற்செயலானது.
2. ஒப்பந்த ஆய்வினை மாத முடிவிற்குள் மின் அந்த மாதத்தில் பணியாற்றி ஒப்பந்த நபரின் மீதுபணை எய்தப்பட்ட மகாலி குடியின் தனலி / காலத்தூர் / பிரதிபிதி வெண்ணத்தூர் பேரூராட்சி அலுவலகத்தில் ஆய்வினை வேண்டும். வேறொரு பட்டியல் கிராபிக்குட்பட்டு ஒப்பந்த நபரின் கீழ் உரிய ஒப்பந்த தொகை கோபட்ட காலகால ஏதாவது வழங்கப்படும்.
3. ஒப்பந்த பணி நபர்கள் தனலி 05.45-வரைக்கு வெண்ணத்தூர் பேரூராட்சி அலுவலகத்தில் ஆணை வேண்டும். தினாதி முதல் 05.00 மணி முதல் 11.00 மணி வரை மீண்டும் பிந்தல் 02.00 முதல் 05.00 மணி வரை தனலிக்கு ஒதுக்கப்பட்ட பகுதிகளில் உள்ள வீடுகளுக்குச் சென்று குப்பைகளை தாம் ரசித்து வரக்க வேண்டும்.
4. தினாதி ஒரே மாதமே கைப்பிடுக்க வேண்டும். இதனால் ஒரு குறிப்பிட்ட வீட்டுக்கு தினாதி குடிமகன்கள் குப்பை சேகரம் செய்வதும் என்ற நிலையான உருவாக்க வேண்டும்.
5. நாளாவந்தியில் ஒரு மணி பொருத்தப்பட்டுள்ளது. இந்த ஒப்பந்தம் ஏதாவது ஒப்பந்த பணி நபர் தனது வருமானம் மீட்பல் உள்ள நபர்களுக்கு தெரிப்படுத்த வேண்டும்.

EXECUTIVE OFFICER
VENNARUR TOWN PANCHAYAT,
NAMAKKAL DISTRICT.

வாடாபாஸி மகாலி கயகதலி குடி
D. P. முனியம்மாள்
மகாலி குடி



W.A.Nos.766 and 767 of 2016

ஒப்பந்த உடன்படிக்கை பத்திரம்

2012 ஆம் வருடம் மார்ச் மாதம் 29 ஆம் தேதி வெள்ளி கிழமை அன்று தாமக்கல் மாவட்டம், இராசீதம் வட்டம் வெண்ணாந்துர் (அதற்கு) இல் உள்ள வடாபாஸ்கர் கடைதலிக்குழுவின் தலைவர் கொறுப்பிள்ளை திருபதி முனியப்பன் ஆகியாரும், தாமக்கல் மாவட்டம், வெண்ணாந்துர் பேரூராட்சியின் செயல் அலுவலரும் ஏலேபித்தமாக சென்று சென்னை ஒப்பந்த உடன்படிக்கை எள்ளவென்றால், தாமக்கல் மாவட்டம், வெண்ணாந்துர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 குதல் 15 முடிய உள்ள பகுதியில் 01/04/2012 முதல் 31/03/2013 முடிய உள்ள காலத்திற்கு திடீக்கிப்பு போலீஸ்களால் திட்டத்திள்குது வீடு வீடாக சென்று தள்ளுபடையு மூலம் குப்பைகளை கொண்டு சென்று கொடுக்க மசுளிர் கடைதலிக்குழுக்களிடமிருந்து வடாபாஸ்கர் மசுளிர் கடைதலிக்குழுவிலுள்ள 01/04/2012 முதல் 31/03/2013 முடிய உள்ள ஓராண்டு காலத்திற்கு ஒப்பந்த அடிப்படையில் வெண்ணாந்துர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 குதல் 15 முடியுள்ள பதிலைந்து வார்டுவையில் வீடுவீடாக சென்று குப்பைகளை தலம் வீசித்து போகிக்கும் பணி செய்ய கீழ்க்காணும் நிதிமுனைவனக்குட்பட்டு அனுமதித்து வெண்ணாந்துர் பேரூராட்சி செயல் அலுவலரின் த.க.எண்.07/2012 த.எண்.31/03/2012 செயல்பாடுகளில் ஆலோசனைபட்டிட்டுள்ளது.

நிபந்தனையானது

1. திட்ட ஒப்பந்த பணிபாற்று முறையும் நிறுவனமையானது.
2. ஒப்பந்தமானது ஆரம்பம் மாத ஒப்பந்தத்தில் சின் அந்த மாதத்தில் பணிபாற்றும் ஒப்பந்த நபர்களை பட்டியலாக கையாற்றப்பட்ட பணிக்கு முன்பின் தகவல் / அங்குள்ள / முடிந்திடுகின்ற செலவைத்தொகுதி செய்து, அதி அனுப்புகின்ற அளவிற்கு வேண்டும். வேறொரு பட்டியல் அளவிற்கு ஒப்பந்த நபர்களுக்கு உரிய ஒப்பந்த தொகை செய்து, காணொலி மூலம் வழங்கப்படும்.
3. ஒப்பந்த பணி நபர்கள் காலம் 05.45 மணிக்கு செலவைத்தொகுதி செய்து, அதி அனுப்புகின்ற அனுப்ப வேண்டும். தினாதி மூலம் 05.00 மணி முதல் 11.00 மணி வரை மத்திய நேரம் 02.00 முதல் 05.00 மணி வரை தனக்குத்தகு ஏதற்கப்பட்ட பணியினால் உதவ எதிர்க்குக்கு சென்று குடிவைக்க தாம் சித்தியு வாகும் வேண்டும்.
4. தினாதி ஒன்று மாதமாவது கையாற்றப்பட வேண்டும். இதனால் ஒரு குறிப்பிட்ட கட்டிற்று தினாதி குறித்த தொகையில் குடிபு செய்து செலவாகும் என்ற நிலையிலான உருவாக்க வேண்டும்.
5. தனக்குவைப்புகள் ஒரு மணி மொத்தத்தில் மீளாது. இதன் ஒப்பந்த மூலம் ஒப்பந்த பணி நபர் தனக்கு வழங்குவது கட்டிபு உதவ நபர்களுக்கு தொகுப்படுத்த வேண்டும்.

EXECUTIVE OFFICER
VENHANGUN TOWN CASHAYAT,
MAGAWANG DISTRICT

பொதுமக்கள் அனைவரும் அறிந்திருப்பது போல, இந்திய அரசு தனது உள்நாட்டு நிர்வாகம் மற்றும் வெளியுறவுத் துறைகளில் தனது தனித்துவமான அடையாளத்தை வெளிப்படுத்தியுள்ளது. இந்திய அரசின் தனித்துவமான அடையாளத்தை வெளிப்படுத்தியுள்ளது.

D. vulgaris var. *indica*



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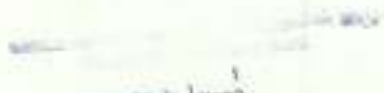
ஒப்பந்த உடன்படிக்கை பத்திரம்

2013 ஆம் வருடம் மார்ச் மாதம் 29 ஆம் தேதி வெள்ளி விழை அன்று தாமக்கல் மாவட்டம், இராசபுரம் ஊட்டம், வெண்ணத்தூர் (முதலில் இவ் உள்ள வடாமல்வி க்கு தலிக்குழுவின் தளவரி பெறுப்பிலுள்ள திருமதி பழனிமம்மாள் ஆகியவரும், தாமக்கல் மாவட்டம், வெண்ணத்தூர் பேரூராட்சியின் செயல் அலுவலரும் ஏதேயித்துமாக செய்து கொண்ட ஒப்பந்த உடன்படிக்கை என்னவென்றால், தாமக்கல் மாவட்டம், வெண்ணத்தூர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 முதல் 15 முடிய உள்ள பகுதிகளில் 01.04.2013 முதல் 31.03.2014 முடிய உள்ள காலத்திற்கு திகச்சுழிவு மேலாண்மை திட்டத்தின்படி வீடு வீடாக சென்று தள்ளுவண்டி ஒலம் குப்பைகள் சேகரம் செய்து கொடுக்க மகளிர் கூடதலிக்குழுவ்களிடமிருந்து வடாமல்வி மகளிர் கூடதலிக்குழுவின் 01.04.2013 முதல் 31.03.2014 முடிய உள்ள ஒரண்டு காலத்திற்கு ஒப்பந்த அடிப்படையில் வெண்ணத்தூர் பேரூராட்சிக்குட்பட்ட வார்டு எண்.1 முதல் 15 முடிய உள்ள பகுதிகளில் வார்டுகளில் வீடுவீடாக சென்று குப்பைகளை தம் பிசிந்து சேகரிக்கும் பணி செய்ய சிழக்கலையும் நிபந்தனைகளுக்குட்பட்டு அனுமதித்து, வெண்ணத்தூர் பேரூராட்சி செயல் அலுவலரின் தகவண்.07/2013 தண்.31.03.2013 செயல்முறைகளில் ஆணையிடப்பட்டுள்ளது.

நிபந்தனைகள்

1. இந்த ஒப்பந்த பணிவாங்கு ஒத்திசை தள்ளுவண்டி.
2. ஒவ்வொரு ஆண்டும் மாத முடிவிற்குப் பின் அந்த மாதத்தில் பணிவாங்கு ஒப்பந்த நபரின் பட்டியலை எம்மாற்றப்பட்ட மகளிர் குழுவின் தளவரி / கைக்குறி / நித்திரி வெண்ணத்தூர் பேரூராட்சி அலுவலகத்தில் அளிக்க வேண்டும். மேலும் பட்டியல் எரிமார்க்கப்பட்டு ஒப்பந்த நபர்களுக்கு உரிய ஒப்பந்த தொகை கையூட்ட மானேஜர் ஒலம் வழங்கப்படும்.


Executive Officer
Vannandur Town Panchayat
Madhavakal District


D. Vymmalan
Secretary



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38. None of the signature, i.e., either the Executive Officer's at various point of time as well as the signature on behalf of the self help group are genuine and admittedly these signatures are forged one and created only for the purpose of filing before this Court in order to defeat the lawful claim made by the writ petitioners.

39. This position has been candidly admitted by the Executive Officer of the Town Panchayat namely Mrs.Yasotha who filed an affidavit and who was present before this Court.

40. It was also the contention of the learned Additional Advocate General that, the gravest mistake committed by the Executive Officer by committing a fraud on this Court by filing fraudulent documents or forged documents cannot be defended by him.

41. This action on the part of the Town Panchayat has made explicitly clear and unambiguously declared that, the Town Panchayat right from the beginning in order to defeat the lawful claim of the employees / writ



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petitioners for regularisation had been adopting the dubious method by contesting these cases without any documents by merely making false statements.

42. Therefore the learned Judge, in fact before the writ court, had appointed an Amicus Curiae, who after having verified all those documents including the Attendance Register as well as Acquittance Register has categorically given her written submissions that, it was signed every page by the Executive Officer as well as the Sanitary Officer.

43. The salary of these workers had been time and again refixed by passing resolution by the Town Panchayat as per the rate fixed by the District Collector. The push carts for each of these employees had been supplied directly by the Town Panchayat.

44. All these aspects have been exhaustively discussed by the learned Judge in the order impugned. Those Judgments that has been placed on behalf of the Town Panchayat which has been discussed by the learned



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Judge in paragraph 27.2 of the impugned order as has been rightly held by the learned Judge would no way improve the case of the Town Panchayat.

45. Insofar as the claim made by the writ petitioners seeking regularisation on the basis of the import of G.O.Ms.No.199 as has been stated supra is concerned, the G.O has made it very clear that, on completion of three years period on temporary basis if the workers had been continuously engaged, after evaluating their performance, they can be regularised by bringing them under regular time scale of pay.

46. When that being the position, as per the Government Order being the policy of the Government since these writ petitioners / employees are entitled to get regularisation, such a lawful claim when was made by them, the same ought to have been considered and accepted by the Town Panchayat. Since they refused to take it for consideration, these employees were triggered to file the writ petitions seeking writ of mandamus.



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47. Before the writ court, though a stubborn stand was taken by the Town Panchayat stating that, these employees have never been engaged directly by the Town Panchayat and they had been members or part of self help group with whom contract has been entered every year for the clearance of the solid waste and for doing the sanitary work and according to the said contract only, the work was undertaken by the self help group where if at all these employees claimed to be the members of the self help group that itself *ipso facto* would not confer any right on them to seek for such a regularisation was the stand taken by the Town Panchayat.

48. When such a stand was taken before the learned Judge of the writ court in order to ascertain these factor only, the learned Judge had appointed an Amicus Curiae to verify the records and file a report. A detailed report has been filed by the Amicus Curiae which had interalia pointed out that, from 2006 these employees had been continuously engaged directly by the Town Panchayat and they have been paid directly till August 2013, i.e., the date on which interim orders were passed by the writ court in the two writ petitions filed by them.



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49. Thereafter suddenly the method of paying the wages had been changed by the Town Panchayat by crediting consolidatively in the account of the self help group, that would not any way alter the situation, which has been found out clearly by the learned Judge.

50. The very same stand when was taken before this Court also in the appeals on behalf of the Town Panchayat that there had been a contract between them, when we wanted those contract documents to be produced before this Court as there has been no such documents available with them as there has been no contract between them, the present Executive Officer of the Town Panchayat, on whose advice is not known to us, has gone to the extent of forging the documents and filed it before this Court to completely committing a fraud on this Court.

51. This action on the part of the Town Panchayat to the extent of filing forged documents before this Court as has been admitted by the Executive Officer in the affidavit filed in this regard cannot be taken lightly as has been pleaded by the learned Additional Advocate General on behalf of the Town Panchayat.



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52. A Executive Officer of the Town Panchayat having guts to file forged documents before this Court to defeat the lawful claim of the litigant before this Court is a serious issue as it is nothing but a perjury, a fraud and a contempt committed on the face of the Court.

53. For such an illegal act committed on behalf of the Town Panchayat by the Executive Officer, this court in fact can take contempt proceedings under Section 14 of the Contempt of Courts Act besides taking further action to refer the matter to the police for committing forgery and the fraud. That apart, the Executive Officer and others who are all have been in support of the Executive Officer to make such a fraud are liable to be not only prosecuted but also initiated Disciplinary Proceedings for major penalty to be imposed against them.

54. Therefore, this Court has no hesitation to hold that, the writ petitioners / respondents herein have been continuously engaged from 2006 as temporary employees by the second appellant Town Panchayat as sanitary workers. The salaries had been fixed which had been time and



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again revised and those salaries had been to them directly paid by the Town Panchayat. The claim made by the Town Panchayat that, there had been a contract between the Town Panchayat and the self help group namely, Vaadamalli women self help group and in that self help group these employees since had been members, there is no direct connection of employer-employee relationship between them and therefore, these employees are not entitled to seek for any regularisation as if that they have been working as direct employees of the Town Panchayat, are all the planned lie made before this Court on behalf of the Town Panchayat and in order to substantiate the lie, the Town Panchayat went to the extent of committing fraud by filing forged documents before this Court.

55. Therefore absolutely the appellants / Town Panchayat does not have any case to project before this Court against the order passed by the writ court to have a successful challenge against it. On the other hand, it is a very awkward method adopted by the Town Panchayat to defeat the lawful claim of the employees / writ petitioners. Therefore the appellants are absolutely not entitled to seek for any relief from this Court by filing the present appeals.



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56. Moreover as per the G.O.Ms.No.199, these employees are entitled to get regularisation by bringing them under the regular time scale of pay and from 2006 since had been continuously working from 2009, i.e., after three years period they are entitled to get such regularisation which alone they sought for. The said benefit sought for by them since had been refused, they approached this Court by filing the writ petitions which in fact had been considered by the learned Judge in an exhaustive order and allowed ultimately the writ petitions through the impugned order. The said order passed by the writ court in our considered view is deserved to be approved and the order impugned therefore is to be sustained.

57. Resultantly, the following orders are passed in these Writ Appeals:

57.1. that the impugned order is sustained, therefore the Writ Appeals failed, accordingly, they are dismissed.

57.2. As a sequel, the respondents / employees are entitled to get regularisation with effect from completion of three years period from 2006, the date on which they initially engaged. Accordingly, the second appellant Town Panchayat



shall regularise the services of these employees / respondents with effect from 2009 or on completion of three years period from the initial date of engament which happened in the year 2006. Such a compliance shall be made by the Town Panchayat within a period of two months from the date of receipt of a copy of this Judgment.

57.3. Insofar as the fraud and forgery as well as perjury and contempt committed by the Executive Officer, namely Mrs.L.Yasotha of the second appellant Town Panchayat is concerned, we direct the following action to be taken against her as well as the other persons if any who supported the action of the Executive Officer.

(i) That the Disciplinary Authority of the Executive Officer of the Town Panchayat shall immediately initiate Disciplinary Proceedings for inflicting the major penalty against the Executive Officer namely Mrs.L.Yasotha and complete the Disciplinary Proceedings within two months period and file a report to that effect.

(ii) Till the completion of the Disciplinary Proceedings, the Executive Officer, namely Mrs.L.Yasotha shall be kept under suspension.



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(iii) That apart, the Disciplinary Authority of the Executive Officer shall report this episode of committing forgery by creating forged documents and filed before this Court, to the concerned police, as the forged documents definitely would have been prepared only at the second respondent Town Panchayat or in their jurisdiction and accordingly, necessary criminal complaint shall be given against the Executive Officer of the Town Panchayat and others who were in support of such action with the Executive Officer and on receipt of such complaint from the Disciplinary Authority, the concerned police shall file an FIR and investigate the matter and to proceed in accordance with law to its logical conclusion.

58. In view of the aforestated actions, this Court is refrained from taking any action against the Executive Officer under the provisions of the Contempt of Courts Act.

59. After complying all these directions with regard to the relief extended to the writ petitioners as well as the action against the Town



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Panchayat Executive Officer and others as indicated above, a compliance report shall be filed before this Court in the second week of June 2024. For the said purpose, ***list this matter for Reporting Compliance in the second week of June 2024.***

60. With all the aforesaid directions, both the Writ Appeals are dismissed with a cost of Rs.25,000/- (Rupees Twenty Five Thousand) in each of the Writ Appeals, which shall be paid to the respondents / writ petitioners equally. Consequently, connected miscellaneous petitions are closed.

(R.S.K., J.) (K.B., J.)
29.02.2024

Index : Yes

Speaking Order : Yes

Neutral Citation : Yes

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W.A.Nos.766 and 767 of 2016

**R.SURESH KUMAR, J.
and
K.KUMARESH BABU, J.**

tsvn / vji

**Common Judgment in
W.A.Nos.766 and 767 of 2016**

29.02.2024



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W.A.Nos.766 and 767 of 2016

**W.A.Nos.766 and 767 of 2016
and
C.M.P.Nos.11042 and 11043 of 2016
and C.M.P.Nos.16090 and 16091 of 2017**

**R.SURESH KUMAR, J.
AND
K.KUMARESH BABU, J.**

The original documents filed by the Executive Officer which has been hitherto placed in the sealed cover by the Registry shall be forwarded by the Registrar General to the concerned police authority to whom the compliant is to be given by the disciplinary authority of the Executive Officer. In this regard, after ascertaining the fact that, the complaint has been lodged against the Executive Officer as directed above to the concerned police authority, thereafter the documents can be forwarded by the Registrar General.

**(R.S.K., J) (K.B.,J)
29.02.2024**

vji



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**R.SURESH KUMAR, J.
AND
K.KUMARESH BABU, J.**

vji

**W.A.Nos.766 and 767 of 2016
and
C.M.P.Nos.11042 and 11043 of 2016
and C.M.P.Nos.16090 and 16091 of 2017**

29.02.2024