



(1)

WP-2533-2025

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.2533 OF 2025

Pramod s/o. Satish Bondre

Age:44 years, Occu: Agril.,
At: Shibalapur, Tq. Sangamner,
Dist. Ahmednagar.

...PETITIONER
(Orig. Opponent)

VERSUS

1. Dipak Nivrutti Rakte,

Age: 35 Years, Occu: Agril.,
R/o. Shibalapur, Tq. Sangamner,
Dist. Ahmednagar.

2. The Tahsildar,

Sangamner, Dist. Ahmednagar.

3. The Collector, Ahmednagar.

**4. The Additional Commissioner,
Nashik Region, Nashik.**

5. The Gramsevak,

Grampanchayat Shibalapur,
A/p. Shibalapur, Tq. Sangamner,
Dist. Ahmednagar.

...RESPONDENTS
(Resp. No.1 is orig. Applicant)

Mr. Shivaji T. Shelke, Advocate for the Petitioner.

Mr. S. S. Thombre, Advocate for the Respondent No.1.

Mr. K. N. Lokhande, AGP for Respondent-State.

CORAM : KISHORE C. SANT, J.

DATE : 7th MARCH 2025

ORDER :-

1. Heard the learned Advocates for the parties.
2. The petitioner, original opponent before the learned Collector, Ahmednagar in Gram Panchayat Dispute No.88 of 2023, has approached this Court challenging the judgment and order passed by the learned Additional Collector, Nashik dismissing his appeal against the order of the learned Collector.
3. The respondent No.1 had filed a dispute against the present petitioner seeking declaration. The petitioner is disqualified to be a member of Gram Panchayat and consequently a Sarpanch of Gram Panchayat Shibalapur, Tq. Sangamner, Dist. Ahmednagar. The respondent No.2 is the Tahsildar. Respondent Nos.3 and 4 are the Collector and the Additional Commissioner. Petitioner No.5 is the Gramsevak of Shibalapur Gram Panchayat.
4. The dispute was filed stating that the petitioner acquired disqualification under Section 14(1)(g) of the Maharashtra Village

Panchayat Act (for short “the said Act”). The petitioner is termed as Sarpanch and respondent No.1 is termed as complainant for the purpose of identification.

5. The facts, in short, are that the Sarpanch came to be elected as a member to the Gram Panchayat for term 2021-2026. There are total 11 members to the gram panchayat. The complainant filed dispute before the learned Collector with allegations that the petitioner being a Member and Sarpanch of the Gram Panchayat could not have taken decision to give him pecuniary advantage from the Gram Panchayat. Sarpanch, however, while holding the post, has taken benefit of the post and thereby acquired disqualification under Section 14(1)(g) of the said Act. The gram panchayat purchased some medicines from the medical shop of the petitioner and thereby has taken advantage of his position and, thus, acquired disqualification.

6. The petitioner does not dispute that he supplied medicines to the gram panchayat. It is however, his case that during the Covid-19 pandemic period, the drugs and medicines were required urgently. There was pressure from the authorities to supply medicines to the gram

panchayat for the needy people in Covid-19 period. Looking to the urgency and as there was no option, this petitioner supplied the medicine from his own shop. However, there was no contract entered into him and the gram panchayat and therefore he has not incurred disqualification.

7. The learned Collector accepted that the petitioner has acquired disqualification under Section 14(1)(g) of the said Act and allowed the dispute. The petitioner challenged the said order by filing an appeal before the learned Commissioner. The learned Additional Divisional Commissioner by way of impugned judgment and order dated 30th January 2025 rejected the appeal. The petitioner is, thus, before this Court.

8. The learned Advocate Mr.Shelke appearing for the petitioner vehemently argued that the petitioner though was a Sarpanch of Village Shibalapur, he was not having any interest or the share in the transaction with the gram panchayat. In the present case, there is no contract or work given to the gram panchayat specifically. Going by wording of Section, there has to be a contract with the gram panchayat

which is absent in the present case. He thus submits that, both the authorities have wrongly held that the petitioner has directly or indirectly has taken advantage and has taken share in the work order or interest of the gram panchayat. He relied on the judgment of this Court in the case of *Mankarna w/o Nagorao Kale Vs. State of Maharashtra and Ors.*¹.

9. The learned Advocate for the Respondent No.1 strenuously submits that it is clear case that the petitioner was working as Sarpanch and while he was working as Sarpanch, the gram panchayat placed an order for some medicines with the medical store of the petitioner. There was supply of medicines and other drugs to the gram panchayat from the said shop. This act of the petitioner clearly falls under Section 14(1) (g) of the said Act. Both the authorities have rightly considered all these aspects and have come to the conclusion that the petitioner has acquired disqualification.

10. Section 14(1)(g) of the Maharashtra Village Panchayats Act, 1959 reads as under:

¹ 2023(6) Mh.L.J.129

“Section 14. Disqualifications. [(1)] No person shall be a member of a panchayat continue as such, who-

(a) xxx

(g) has directly or indirectly, by himself or his partner, any share or interest in any work done by order of the panchayat or in any contract with, by or on behalf of, or employment with or under, the panchayat; or”

[Explanation 1A.- A person shall not be disqualified under clause (g) by reason only of such person,-

(i) having a share or an interest in any newspaper in which any advertisement relating to the affairs of the panchayat is inserted; or

(ii) having a share or a interest in the occasional sale to the panchayat of any article in which he regularly trades, or in the purchase from the panchayat of any article, of a value in either case not exceeding in any financial year two hundred rupees; or

(iii) having a share or interest in the occasional letting out on hire to the panchayat or in the hiring from the panchayat of any article for an amount not exceeding in any financial year twenty-five rupees or such higher amount not exceeding one hundred rupees, as the panchayat, with the sanction of the Collector may fix in the behalf; or

(iv) having any share or interest in any lease for a period not exceeding ten years, of any immovable property or in agreement for the same, and before such lease or agreement is executed, the Block Development Officer certifies that no other suitable premises were available to the panchayat on lease.]

11. This Court in the judgment of this Court in the case of ***Mankarna Kale*** (supra) held that it must be shown that the elected member has directly or indirectly by himself or his partner, any share or interest in any work done by order of the panchayat. It is further held that such member incurred disqualification only in the cases of contract being

granted or extended during tenure of elected member. The learned Advocate, therefore, submits that in the present case, there was no specific agreement between the gram panchayat and the petitioner and therefore, he would not fall under Section 14(1)(g) of the said Act. This Court, however, finds that the said argument cannot be accepted though it is tried to be argued that the sale and purchase was without any contract or without any resolution. It has come on record that the petitioner supplied vaccines for an amount of Rs.30,384/-. Not only that the amount is directly credited to his own account as proprietor of the Sairaj Medical. Though it is tried to submit that the said material was supplied on no profit no loss basis, however, therefore that is not an exception given in the Section. Secondly, this court cannot go into the aspect as to whether it was supplied on no profit no loss basis.

12. This Court finds that the judgment in the case of ***Mankarna Kale*** (supra) is also not applicable in the present case. In that case, the member had done some work for the gram panchayat before becoming member of the gram panchayat. Only the payment was made after his election. Thus, on fact's also the case is different. Merely the material

was purchased without any contract or without any resolution will not help the petitioner. What is material is to see that he has supplied medicine from his own firm to the gram panchayat and has taken an amount of Rs.30,384/-. The agreement need not be executed in specific terms or in written format. Every transaction is impliedly a contract. There is also no need of resolution. In fact, purchasing material without any resolution or contract should be taken more seriously. Assuming the argument of the petitioner that the material was supplied due to pressure of the authorities and because of urgent requirement. This Court thus finds that no case is made out calling for interference at the hands of this Court. The petition, therefore, stands dismissed. No order as to costs.

[KISHORE C. SANT, J.]