

AGK

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.4665 OF 2025

Harshal Parshuram Patil

... Petitioner

V/s.

The State of Maharashtra, through
Principal Secretary, Ministry of
Rural Development & Ors.

... Respondents

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Mr. K.N. Kandekar for the petitioner.

Mr. A.A. Alaspurkar, AGP for the State.

CORAM : AMIT BORKAR, J.

DATED : APRIL 8, 2025

PC.:

1. By this Petition filed under Articles 226 and 227 of the Constitution of India, the petitioner seeks to assail the legality, propriety and correctness of the Judgment and Order dated 19th December 2024, passed by the Additional Commissioner, Konkan Division, Mumbai, in Appeal No.592 of 2025, whereby the Appellate Authority has been pleased to confirm the Judgment and Order passed by the District Collector, Palghar in Appeal No.359 of 2024, holding that the petitioner stands disqualified under the provisions of Section 14(1)(g) of the Maharashtra Village Panchayats Act, 1959.

2. The facts and circumstances giving rise to the filing of the present Writ Petition, briefly stated, are as under:
3. The petitioner had filed his nomination paper for contesting election to the office of Member of the Grampanchayat under the provisions of the Maharashtra Village Panchayats Act, 1959, on 2nd May 2023. The elections were duly conducted on 18th May 2023 and the results of the election were declared on 19th May 2023, wherein the petitioner came to be declared as elected.
4. Respondent No.5, being aggrieved, filed an application before the District Collector, Palghar, contending inter alia that the petitioner had failed to disclose a material fact, namely that he was the beneficiary of a gala allotted to him on leasehold basis for a period of 11 months. It was alleged that the said property belonged to the Grampanchayat and, therefore, by virtue of such leasehold interest, the petitioner had incurred a disqualification under Section 14(1)(g) of the Maharashtra Village Panchayats Act, 1959.
5. Upon notice, the petitioner appeared in the said proceedings and filed his reply contending that prior to the scrutiny of the nomination paper, he had already submitted a communication dated 28th April 2023, seeking to surrender the leasehold rights in respect of the gala. However, the Grampanchayat, despite receipt of the said communication, considered and approved the return of the said leasehold property only at its meeting held on 9th June 2023. The petitioner contended that although the meeting was initially scheduled for 31st May 2023, the same came to be

postponed to 9th June 2023. It was thus the case of the petitioner that the act of surrender would relate back to the date of submission of his communication, i.e., 28th April 2023, and therefore, he cannot be said to have incurred any disqualification as on the date of election.

6. The learned District Collector, upon consideration of the material placed on record, recorded a finding that the petitioner had attracted the disqualification under Section 14(1)(g) of the said Act. Aggrieved thereby, the petitioner preferred an appeal before the Additional Commissioner, Konkan Division, Mumbai, who by the impugned order, has been pleased to confirm the finding of the Collector. Hence, the petitioner has approached this Court by way of the present Writ Petition.

7. Learned Advocate appearing on behalf of the petitioner submitted that both the Authorities below, namely the District Collector as well as the Additional Commissioner, have grossly erred in law and on facts in passing the impugned orders. It is submitted that the Authorities have failed to apply their minds to the statutory framework governing the disqualification under Section 14(1)(g) of the Maharashtra Village Panchayats Act, 1959. It is the contention of the learned Advocate that the orders impugned suffer from the vice of non-application of mind inasmuch as the Additional Commissioner has erroneously recorded a finding that the petitioner continues to be in possession of the gala, despite the report submitted by the Gram Vikas Officer, which would indicate to the contrary. It was further urged that the Authorities below have failed to record a proper and reasoned

finding as to how the essential ingredients of Section 14(1)(g) stood attracted to the facts of the present case. Hence, it is submitted that the impugned orders are vitiated and deserve to be quashed and set aside. The learned Advocate for the petitioner further submitted that the petitioner is a duly elected representative of the people, and his election, embodying the democratic will, cannot be lightly interfered with, particularly on the basis of a technical or inchoate prayer which does not demonstrate a clear and subsisting disqualification.

8. Per contra, learned Assistant Government Pleader appearing for the State supported the impugned orders and submitted that the Authorities under the Act have properly and correctly appreciated the material on record. It is submitted that considering the purpose and object behind the insertion of Section 14(1)(g) in the Maharashtra Village Panchayats Act, 1959, which is to ensure that persons having subsisting pecuniary interest in the property of the Panchayat are kept away from holding office, the Authorities below have rightly recorded findings, leading to the conclusion that the petitioner has incurred the disqualification in question. It is thus prayed that the Petition be dismissed.

9. Rival contentions of the parties now fall for consideration of this Court.

10. For the purpose of adjudicating the controversy involved in the present petition, it is necessary to extract the relevant provision, namely Section 14(1)(g) of the Maharashtra Village Panchayats Act, 1959, which reads thus:

"14. Disqualifications.— (1) No person shall be a member of a panchayat, or continue as such, who—

(a) to (f) —

(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;"

11. On a plain reading of Section 14(1)(g) of the Act, it is evident that the legislative intent is to prevent a conflict of interest between the duties of a member of a Grampanchayat and his personal interest in the affairs of the Panchayat. The provision proscribes any direct or indirect share or interest of a member in any work undertaken by order of the Panchayat, or in any contract executed by or on behalf of the Panchayat. The language employed in the section is couched in broad terms and is sufficiently wide to encompass within its sweep even contracts relating to the property owned by the Grampanchayat.

12. When statutory disqualifications are prescribed, the same must be construed strictly but purposively, so as to effectuate the object sought to be achieved by the statute.

13. In the facts of the present case, it is not in dispute that the property in question is owned by the Grampanchayat. It is further undisputed that the petitioner, through a public auction process, emerged as the highest bidder and was allotted the said gala on a leasehold basis for a period of 11 months. It is also an admitted position that the petitioner had paid six months' rent in advance towards the said allotment. These factors, cumulatively considered, unmistakably establish that there existed a contractual

relationship between the petitioner and the Grampanchayat at least as on the date when the petitioner submitted his application for cancellation on 28th April 2023.

14. It is also an undisputed position that scrutiny of nomination papers took place on 2nd May 2023. Although it is the case of the petitioner that a meeting of the Grampanchayat was scheduled to be held on 31st May 2023, and subsequently postponed to 9th June 2023, the fact remains that on the date of scrutiny of nomination, the contract between the petitioner and the Grampanchayat was subsisting. Consequently, as on the date of election, the petitioner continued to have a direct interest in the property of the Grampanchayat through a subsisting contractual relationship.

15. It is a settled principle of law that the eligibility or disqualification of a candidate must be determined with reference to the facts as they existed on the date of scrutiny of nominations and election. The decision taken subsequently by the Grampanchayat on 9th June 2023 to cancel the said contract would have only prospective operation and cannot relate back to the date of scrutiny or election. Thus, as on the crucial dates, the petitioner did have a subsisting contract with the Grampanchayat which squarely attracts the disqualification envisaged under Section 14(1)(g) of the Act.

16. The next contention raised on behalf of the petitioner is that the Collector and Commissioner failed to properly consider the necessary ingredients of Section 14(1)(g) of the Act. However, on

a careful perusal of the impugned order passed by the Additional Commissioner, particularly at page 69 of the paper book, it is evident that the Commissioner has recorded a clear finding that the petitioner continued to have an interest in the property of the Grampanchayat. Though there may be a minor factual error in the observation regarding the possession of the gala, the said error is not of such magnitude so as to vitiate the impugned orders entirely. It is well settled that a judgment cannot be rendered invalid merely because of one erroneous observation if the substantive findings are otherwise based on cogent material. The findings recorded by the Authorities below are duly supported by the material placed before them and establish that the necessary ingredients of Section 14(1)(g) have been satisfied.

17. Learned Advocate for the petitioner further contended that the transaction between the Grampanchayat and the petitioner was illegal inasmuch as the mandatory permission from the Chief Executive Officer under the proviso to Section 56 of the Act had not been obtained. Therefore, it was urged that the petitioner cannot be disqualified on the basis of an illegal contract. The said submission cannot be accepted. The object and purpose of the proviso to Section 56 are to ensure that Grampanchayat properties are not dealt with arbitrarily or without oversight. However, even an irregular or unauthorized transaction, if subsisting, would result in a conflict of interest which Section 14(1)(g) seeks to prevent. Merely because permission under Section 56 was not obtained, the existence of the contract and the conflict of interest thereby created cannot be wished away. The object of the disqualification

is to avoid even a likelihood of conflict between private interest and public duty, and thus the petitioner's contention in this regard lacks merit.

18. In view of the aforesaid discussion, I am of the considered opinion that the object and purpose behind inserting disqualification under Section 14(1)(g) are to maintain the purity of administration of the Grampanchayat and prevent conflict of interest. The findings recorded by the Collector and the Commissioner are based on cogent evidence, and the necessary ingredients of Section 14(1)(g) of the Act stand fully satisfied.

19. Hence, no case is made out for interference with the impugned orders in exercise of the writ jurisdiction under Articles 226 and 227 of the Constitution of India. The Writ Petition is, therefore, liable to be dismissed.

20. The writ petition, therefore, stands dismissed. No costs.

(AMIT BORKAR, J.)