

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 6362 OF 2025

Janardan Laxman Pawar
Age: 42 years, Occ: Agriculture,
R/at: Sonambe, Taluka Sinnar,
District Nashik

..Petitioner

Versus

1. Yogesh Chandrabhan Pawar,
Age: 46 years, Occ: Agriculture

2) Vikas Tukaram Pawar,
Age: 36 years, Occ: Agriculture

3) Subhash Balnath Jorve,
Age: 47 years, Occ: Agriculture

4) Vikas Kachru Pawar,
Age: 41 years, Occ: Agriculture
Nos. 1 to 4 residing at Sonambe, Taluka Sinnar,
District Nashik.

5) Gram Vikas Adhikari
Soname Gram Panchayat, Taluka Sinnar,
Dist. Nashik.

6) The Additional Collector, Nashik,

7) The Additional Commissioner, Nashik

...Respondents

Mr. Pratik B Rahade, with Akshata Nagrale, for the Petitioner.
Mr. Sachin Gite, for Respondent No.1.
Mr. Hamid Mulla, AGP, for Respondent Nos. 6 and 7-State.

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CORAM: N. J. JAMADAR, J.
RESERVED ON : 29th JULY 2025
PRONOUNCED ON : 12th AUGUST 2025

JUDGMENT:

- 1.** Rule. Rule made returnable forthwith and, with the consent of the Counsel for the parties, heard finally.
- 2.** The Petitioner takes exception to a judgment and order passed by the Additional Divisional Commissioner, Nashik, dated 22nd April 2025, in Village Panchayat Appeal No. 100 of 2024, whereby the Appeal preferred by Respondent Nos. 1 to 4 herein against a judgment and order passed by the Additional District Collector, Nashik in Village Panchayat Dispute Application No. 43 of 2023 was allowed by setting aside the said order of the District Collector, and, consequently, the Petitioner was declared to be disqualified to hold the post of member of Village Panchayat, Sonambe, for the remaining term of the Village Panchayat, under Section 14(1)(g) of the Maharashtra Village Panchyat Act 1959 (“the Act of 1959”).
- 3.** Shorn of superfluities, the background facts can be stated as under:

3.1 The Petitioner was elected as a member of
Sonambe, Gram Panchayat, in the election held

in the year 2021. Subsequently, the Petitioner came to be elected as the Sarpanch.

3.2 The Respondent Nos. 1 to 4 filed a dispute before the District Collector, with the allegations that the Petitioner had indulged in misappropriation of the Village Panchayat funds by accepting a sum of Rs.1,50,000/- vide Cheque No. 812761, dated 13th July 2018, and another sum of Rs.20,000/- vide Cheque No. 812829, dated 13th August 2019. Thus, the Petitioner had incurred disqualification under Section 14(1)(g) of the Act of 1959.

3.3 The Petitioner contested the claim of the Respondent Nos. 1 to 4 by filing an Affidavit in Reply. It was denied that the aforesaid amounts were paid to the Petitioner. It was contended that the record did not reveal the purpose for which the amount covered by those two cheques was allegedly paid to the Petitioner. Moreover, the amount covered by those cheques was allegedly paid to the Petitioner in the previous term of the Village Panchayat, i.e., 2014-2019. Therefore,

the Petitioner cannot be disqualified from holding the office of the member of the Village Panchayat, in the current term, for the alleged acts which transpired during the past term.

3.4 The Petitioner further contended that the Petitioner was not directly or indirectly involved in any work done by the order of the Panchayat or in any contract with the Panchayat. Therefore, the provisions contained in Section 14(1)(g) of the Act of 1959 were not at all attracted.

3.5 The District Collector obtained reports from the Village Officer, Sonambe. It was reported that a sum of Rs. 1,50,000/- was paid to the Petitioner from the account of the Village Panchayat, Sonambe, by Cheque No. 812761 under Voucher No. 6. However, the purpose/work for which the said amount was paid to the Petitioner was not mentioned in the cash book. Likewise, a sum of Rs.2,000/- was paid to the Petitioner by cheque bearing No. 812829 under Voucher No. 22. But there was no entry regarding the purpose for which the said

amount was paid. The audit report, however, revealed that the said amount under Voucher No. 22 was paid to the Petitioner for construction of small stream (ओहळ).

3.6 The District Collector was of the view that, since the amounts were paid to the Petitioner during the previous term, i.e., 2014-2019, when the Petitioner was a member of the Village Panchayat, the said acts cannot sustain the disqualification of the Petitioner for the current term. Therefore, the Dispute Application came to be rejected.

3.7 Being aggrieved, Respondent Nos. 1 to 4 preferred an Appeal before the Divisional Commissioner, under Section 16 of the Act of 1959.

3.8 The Divisional Commissioner reversed the order passed by the District Collector opining that there was clear evidence to show that the Petitioner had received the aforesaid amount by cheques, and there was no explanation for the same. Nor the Petitioner had placed on record

any material to show that the said amount was returned to the Village Panchayat. In the view of the Divisional Commissioner, the fact that the said amount was paid to the Petitioner during the previous term of the Village Panchayat did not dilute the complicity of the Petitioner and the Petitioner incurred disqualification to continue as a member of the Village Panchayat.

- 4.** Being aggrieved, the Petitioner has invoked the Writ Jurisdiction.
- 5.** I have heard Mr. Pratik Rahade, the learned Counsel for the Petitioner, Mr Sachin Gite, the learned Counsel for Respondent No. 1- Disputant and Mr. Hamid Mulla, the learned AGP, for the Respondent-State. With the assistance of the learned Counsel for the parties, I have also perused the material on record including the record and proceedings before the District Collector, which was summoned for the perusal of the Court.
- 6.** Mr. Rahade, the learned Counsel for the Petitioner, canvassed multi-fold submissions. First ad foremost, Mr. Rahade would urge, the very invocation of the provisions contained in Section 14(1)(g) of the Act of 1959 was wholly misconceived. By no stretch of imagination, according to Mr. Rahade, the mere credit of the amount to the account of the Petitioner, even if the case of the Respondents is taken at its face

value, does not fall within the ambit of the provisions contained in Section 14(1)(g) of the Act of 1959. For the applicability of the said provision, it is necessary to first establish that the Petitioner had a share or interest in any work done by the order of the Panchayat or any contract with, by or on behalf of the Panchayat.

7. In the case at hand, according to Mr. Rahade, it was nowhere alleged that the Petitioner was involved in any such work or contract made or executed on behalf of the Village Panchayat. In the absence of proof of such primary fact, the Petitioner could not have been disqualified on the premise that certain amounts were credited to the account of the Petitioner.

8. Secondly, Mr. Rahade would urge, it is the case of the Village Panchayat itself that there was no record to indicate the work for, or the propose in connection with, which the said amount was paid to the Petitioner. If that is the case, according to Mr. Rahade, the imputation against the Petitioner clearly falls outside the ambit of the Clause (g) of Section 14(1) of the Act of 1959, as the disqualification is for having a share or interest in the work or contract of the Village Panchayat.

9. To lend support to this submission, Mr. Rahade placed a very strong reliance on a judgment of the learned Single Judge of this Court in the case of **Jyotitai Vikas Gawande Vs Additional Commissioner, Amravati**,¹ and another order passed by the learned Single Judge of this

¹ 2009 (5) Mh.L.J. 486.

Court in the case of **Nilesh S/o Vinayakrao Deshmukh Vs The Additional Commissioner, Amravati & Ors²** dated 9th June 2023.

10. Thirdly, Mr. Rahade would urge, the Respondents have belatedly made an endeavour to establish the nexus between the Petitioner and the Village Panchayat's work by placing reliance on the audit report. However, said audit report tells a different tale. It records that the amount of Rs. 20,000/- was paid to was Janadev Pawar, that too on 2nd August 2019, and not to the Petitioner.

11. Lastly, Mr. Rahade would urge that, even if the acts of the Petitioner were to be construed as misconduct, falling within the mischief of Section 39 of the Act of 1959, a totally different procedure was required to be followed as envisaged by the said Section. The removal of a Sarpanch or member of the Village Panchayat for the alleged misconduct under Section 39 of the Act of 1959 is a totally distinct remedy than the disqualification of a member under Section 14(1)(g) of the Act of 1959. The two provisions operate in a completely different sphere. One cannot be a substitute for another, submitted Mr. Rahade.

12. Mr. Sachin Gite, the learned Counsel for the Respondent No.1, supported the impugned order. Mr. Gite submitted that a clear case of misappropriation of the Village Panchayat funds was made out, and no explanation was offered by the Petitioner regarding the purpose for

which the said amounts so withdrawn from the account of the Village Panchayat and transferred to the account of the Petitioner, were used.

13. Realizing the indefensible situation, the Petitioner has taken a technical objection that the conduct of the Petitioner does not fall within the ambit of the provisions contained in Section 14(1)(g) of the Act of 1959. Once a clear case of the transfer of the amount to the account of the Petitioner is made out, in the absence of any satisfactory explanation, an inference is inescapable that the Petitioner took the amount towards some share or interest in the work of, or contract with, the Panchayat.

14. Moreover, in the case at hand, according to Mr. Gite, the audit report establishes the nexus between the receipt of the sum of Rs.20,000/- by the Petitioner and the work executed at the instance of the Village Panchayat. Therefore, the Appellate Authority was fully justified in overturning the order of the District Collector, who had taken an hypertechnical view of the matter by observing that the alleged acts pertained to the preceding term of the Panchayat, ignoring the vital fact that the Petitioner was a member of the immediately preceding Panchayat as well. Thus, no interference is warranted with the impugned order submitted Mr. Gite.

15. To buttress these submissions, Mr. Gite placed reliance on a judgment of a learned Single Judge of this Court in the case of **Archana**

W/o Santosh Neharkar Vs Anil S/o Maruti Kshirsagar & Ors³ and a Division Bench Judgment of this Court in the case of **Rajkumar Krishnarao Patil Vs Prakash Sandepan Kadam & Ors.⁴**

16. Mr. Hamid Mulla, the learned AGP, supplemented the submissions of Mr. Gite.

17. To start with it is imperative to note that, in the Dispute Application No. 43 of 2023 before the District Collector a faint attempt was made on behalf the Petitioner to contend that the amounts of Rs.1,50,000/- and Rs.20,000/- were never transferred to the account of the Petitioner by the said cheques, yet, progressively, it became abundantly clear that the Petitioner was the payee of the two cheques drawn on the account of the Village Panchayat bearing no. 62429664737, maintained with State Bank of India, Sonambe Branch.

18. The report of the Village Officer, Sonambe indicates that the sum of Rs.1,50,000/- was paid to the Petitioner vide Cheque No. 812761, under Voucher No. 6 and the sum of Rs.20,000/- was paid vide cheque No. 812829, dated 2nd August 2019, under Voucher No. 22. The statement of account of the Village Panchayat maintained with State Bank of India reveals that the above numbered cheques were encashed on 13th July 2018 and 13th August 2019, respectively. The copies of General Cash Book contain clear and explicit entries to the effect that

3 Air OnLine 2022 Bom 1128.

4 LPA No. 263 of 2005 in Writ Petition No. 6748 of 2005, decided on 10th March 2006.

the sum of Rs.1,50,000/- was paid to the Petitioner (with his designation as a member of the Village Panchayat) vide cheque No. 812761 under Voucher No. 6 and the sum of Rs.20,000/- was paid under Voucher No.22.

19. What seals the issue is the statement of account of the Petitioner bearing No. 30241893529 maintained with the State Bank of India, Sonambe Branch. It clearly reveals that on 13th July 2018 a sum of Rs.1,50,000/- was credited to the account of the Petitioner and the said amount was withdrawn in cash in tranches till the 12th August 2018. Likewise, on 13th August 2019, a sum of Rs.20,000/- was credited to the account of the Petitioner by way of transfer from the account of the Village Panchayat and the said amount was instantaneously withdrawn on the very day.

20. Thus, the fact that the Petitioner received a sum of Rs.1,70,000/- from the account of the Village Panchayat, through banking channels, stands established beyond the pale of controversy.

21. Mr. Rahade, the learned Counsel for the Petitioner, made an earnest endeavour to impress upon the Court that mere deposit of the amount in the account of the Petitioner, without anything more, is of no consequence. To attract the provisions contained in Section 14(1)(g) of the Act of 1959, it must be first shown that the said amount was in connection with the work ordered by or the contract entered into by or

on behalf of the Panchayat. Laying emphasis on the reports of the Village Officer, Mr Rahade submitted that the record of Village Panchyat itself indicates that the purpose for which the aforesaid amounts were paid to the Petitioner does not find mention in any of the books of accounts, or for that matter, the record maintained by the Village Panchayat.

22. To appreciate the aforesaid submission in a correct perspective, it may be advantageous to extract the provisions contained in Section 14(1)(g) of the Act of 1959. It read as under:

“14. Disqualifications

[(1) No person shall be a member of a panchayat continue as such, who—

(a)

... ..

(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 1.—

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.”

23. Section 14 of the Act 1959 enumerates various situations, based on the acts or omissions on the part of a member of the Village Panchayat which render his continuation as a member of the Village Panchayat tenuous and, resultantly, he is disqualified to continue to be a member of the Village Panchayat. The object of the various clauses of disqualification of any member, including Clause (g) extracted above, is to ensure transparency, probity and legitimacy in the administration of affairs of the Panchayat. Clause (g) is but a manifestation of the fundamental principle of avoiding a situation of conflict of duty and interest. It is the bounden duty of the elected member of the Village Panchayat to protect and preserve the property and interest of the

Village Panchayat. The member of the Village Panchayat is thus not expected to have such personal interest which would jeopardize the interest of the Village Panchayat. The Legislature was alive to the reality that the office of the member of the Village Panchayat provides opportunity which could be abused for advancement of personal interest at the cost of the interest of the Panchayat, in particular, and public interest, in general. To obviate such situations of conflict of duty and interest and curb the tendency to abuse the official position to advance personal interest, the Legislature has provided the disqualification of the nature covered by Clause (g).

24. The aforesaid backdrop and the legislative object deserves to be kept in view while construing the ambit of the provisions contained in Clause (g) of the sub-section (1) of Section 14. At the same time, the Court ought to be sensitive to the fact that, the disqualification of an elected member of legislative/local-self body is a serious matter. An elected member cannot be unseated on the basis of mere surmises and conjectures. The statutory requirement must be strictly fulfilled. An order of disqualification of an elected member not only has the civil consequences for such member but also ramifications on the electorate/constituency which has elected him, as the latter is deprived of the representation in the legislative/local body by a representative of its choice. The law, therefore, insists that the ground of disqualification

must be strictly proved. The procedure prescribed for the determination of the issue as to whether such disqualification has been incurred is scrupulously followed and the decision making process is in conformity with the principle of natural justice and the person affected gets an efficacious opportunity to defend himself.

25. A profitable reference, in this context, can be made to a decision of the Supreme Court in the case of **Nisar Ahmad Ibrahim Khan Vs Deolali Cantonment Board and Ors**⁵ wherein the Supreme Court emphasised the imperativeness of adhering to the procedure for removal of an elected member. The observations of the Supreme Court in paras 13 and 14, read as under:

“13. It hardly requires any argument to demonstrate the fallacy implicit in and underlying this process of ratiocination which runs in the teeth of the specific statutory mandate. It is no doubt true that the rule of disqualification is based on a statutory principle that a person who has financial obligations to the 'Board may not be able to discharge his public office objectively and in public interest. But the disqualification itself must be determined in strict compliance with the statute.

14. There is no common law of elections. The proceedings calling in question the validity of an election are purely statutory proceedings. An election contest is not an action at law or a suit in equity, but is purely a statutory proceeding unknown to the common law and

5 1987 (Supp) SCC 562.

that the Court possess no common law power. It is trite proposition that in such proceedings statutory requirements must strictly be established. It is also well settled that the success of a candidate who has won at an election should not be lightly interfered with.

(emphasis supplied)

26. In the case of **Ravi Yashwant Bhoir Vs The Collector, District Raigad & Ors**,⁶ the Supreme Court again expounded the necessity of scrupulous compliance with the statutory requirement in the matter of disqualification of an elected member from the point of view of its consequences on the constituency/electorate. The observations in paragraphs 34 and 37 are instructive and hence extracted below.

“34. In a democratic institution, like ours, the incumbent is entitled to hold the office for the term for which he has been elected unless his election is set aside by a prescribed procedure known to law or he is removed by the procedure established under law. The proceedings for removal must satisfy the requirement of natural justice and the decision must show that the authority has applied its mind to the allegations made and the explanation furnished by the elected office bearer sought to be removed.

37. A duly elected person is entitled to hold office for the term for which he has been elected and he can be removed only on a proved misconduct or any other procedure established under law like ‘No Confidence

6 (2012) 4 SCC 407.

Motion' etc. The elected official is accountable to its electorate as he has been elected by a large number of voters and it would have serious repercussions when he is removed from the office and further declared disqualified to contest the election for a further stipulated period.”

27. The aforesaid enunciation of law delineates the approach to be adopted by the Tribunal/Courts in determining the issue of disqualification of an elected member. In the first leg, the Tribunal/Court must satisfy itself that the statutory ground of disqualification is clearly attracted; there is sufficient material to substantiate the said ground; the procedure prescribed by the governing statute is scrupulously followed and the person, who is alleged to have incurred the disqualification, gets a fair opportunity of hearing in adherence to the fundamental principles of judicial process. However, once the Tribunal/Court, on an objective analysis, comes to the conclusion that the ground of disqualification is made out, then the consequences that ensue the declaration of disqualification should not influence the decision making process. In the second leg, the object of the legislature in prescribing the disqualification commands primacy.

28. In fact, it is in the interest of the constituency/electorate that such person, who by his acts or omissions has incurred the disqualification, shall not continue to represent it and further jeopardize the public interest. For instance if a person is found to have abused his

position to aggrandize himself at the cost of the Village Panchayat, of whose property and interest he is duty bound to protect, continuation of such a person as the member of the Village Panchayat would be counter productive.

29. On the aforesaid touchstone, reverting to the construction of Clause (g) of Section 14(1) of the Act of 1959, it becomes evident that the disqualification is for having any share or interest in any work done by order of the Village Panchayat or, any contract with, by or on behalf of the Panchayat or employment with or under the Panchayat. The legislature was cautious enough to clarify that such share or interest may be direct or indirect. The word share may have a restrictive meaning. However, the word interest is of wide import.

30. In P Ramanatha Aiyar's Law Lexicon, the term "Interest" is explained as under:

... ..

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 meanings 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.

31. In the context of the object of disqualification under clause (g) of Section 14(1) of the Act 1959, the word 'interest' takes pecuniary connotation. The disqualification is for deriving pecuniary interest from the work, contract or employment qua, by or with the Panchayat, by taking undue advantage of the office which the member holds.

32. A Constitution Bench of the Supreme Court, considered the nature and import of the such restriction in the case of **Gulam Yasin Khan Vs Sahebrao Yeshwantrao Walaskar & Anr.**⁷ In the said case, in the context of the provisions contained in Section 15(1) of the Central Provinces and Berar Municipalities Act 1922, the Supreme enunciated that in order to incur disqualification what the clause requires is, "interest or share" in any contract: it may either be a share or an interest; and if it is an interest, the interest may be direct or indirect. But

7 AIR 1966 SC 1339.

it is plain that the interest to which the clause refers, cannot mean mere sentimental or friendly interest; it must mean interest which is pecuniary, or material or of a similar nature. If the interest is of this latter category, it would suffice to incur disqualification even if it is indirect.

33. Keeping in view the aforesaid position in law and the legislative object, the decision in the case of **Jyotitai Vikas Gawande (Supra)**, on which Mr. Rahade placed a very strong reliance, is required to be considered. In the said case, the Petitioner was a Sarpanch of Village Panchayat. It was alleged that the husband of the Petitioner had withdrawn the amount from the account of the Village Panchayat. It was not disputed that the husband of the Petitioner had withdrawn the amount of some cheques drawn under the signature of the Petitioner and the Secretary of the Gram Panchayat. It was the case of the Petitioner therein that, the said amounts, though withdrawn by the husband of the Petitioner, were deposited with the Secretary of the Gram Panchayat and the same were, in fact, spent for the purpose for which they were withdrawn.

34. In the backdrop of the aforesaid facts, the learned Single Judge held that there was no allegation that the Petitioner or her husband had any share or interest in the work or contract done by any party for the Gram Panchayat. There has to be material on record to suggest that the

amount which was withdrawn by the husband of the Petitioner therein, was payable in respect of any contract or work done for the Gram Panchayat. Thus, in the absence of such allegation, much less proof, no inference could be drawn against the Petitioner. Holding thus, the learned Single Judge reversed the orders passed by the authorities under the Act 1959.

35. Evidently, the learned Single has taken a constricted view of the provision. Moreover, the case at hand stands on a slightly different pedestal. The allegations in the case at hand are not against any of the relative or partner of the member. The Petitioner himself has been paid the amount while he was a member of the Village Panchayat.

36. The crucial question that comes to the fore is, whether the aforesaid provision ought to receive narrow or object oriented construction. In my considered view, if the object of prescribing disqualification is to maintain purity in the administration of the local-self-government bodies, the plain words of the statute cannot be construed in a constricted manner. In the case of **Gulam Yasin Khan (Supra)**, keeping in view the object of the provision, the Constitution Bench has ruled that such a provision should not receive an unduly narrow or restricted construction. The aforesaid pronouncement was followed by the Supreme Court in the case of **Zelia M Xavier Fernandes E Gonsalves Vs Joana Rodrigues & Ors**⁸ in regard to the construction of

8 (2012) 3 SCC 188.

such provision, keeping in view the object of the enactment, though on facts, the aforesaid judgment in the case of **Gulam Yasin Khan (Supra)** was distinguished.

37. A useful reference can also be made to the Division Bench Judgment of this Court in the case of **Rajkumar Krishnarao Patil (Supra)** on which reliance was placed by Mr. Gite.

38. In the said case, the Appellant was the Sarpanch of the Village Panchayat. In respect of work of link road, which was completed in the preceding term of the Village Panchayat; of which also the Appellant was a member, at the instructions of the Appellant, the Gramsevak had drawn a Cheque of Rs. 4,35,600/- in favour of the Appellant. The cheque was withdrawn and, thereafter, the amounts were disbursed to different agencies, which allegedly constructed the link road.

39. The Division Bench repelled the submission that since the work was completed in the preceding term no disqualification was incurred. It was held that even if it was accepted that the construction of the link road was in fact done and payments were liable to be released in favour of the different agencies, such payment ought to have been made by following the established procedure and observing all norms for any payment by the Panchayat. The Sarpanch had no reason or justification for transferring the amount in his personal account, withdraw the same in cash and, thereafter, allegedly pay the same to the different agencies.

40. Holding thus, the Division Bench concluded as under:

“15. The manner in which the appellant got the amount transferred in his personal account and had withdrawn the same in cash and then allegedly made over to the sub-contractors, we are satisfied that the appellant did take share or interest in the work of link road and, therefore, has rightly been disqualified under section 14(1)(g) of the Act. The provisions of section 14(1)(g) were introduced for maintaining the purity of administration and are, therefore, required to be construed accordingly.”

41. In light of the judgments of the Supreme Court in the cases of **Gulam Yasin Khan (Supra)** and **Zelia M Xavier Fernandes E Gonsalves (Supra)** and the Division Bench judgment of this Court in the case of **Rajkumar Krishnarao Patil (Supra)**, I am not inclined to take a very constricted view of the matter and construe the provisions contained in Section 14(1)(g) in an unduly narrow or restricted manner so as to denude the said provision of its meaning and content.

42. In the facts of the case at hand, there is overwhelming material to indicate that the Petitioner derived pecuniary interest by receiving the amount of Rs.1,70,000/- in his account. As noted above, the entire sum of Rs.1,50,000/- was withdrawn in cash from the account of the Petitioner, under a months time, in tranches. So far as the amount Rs. 20,000/- the audit report reveals that it was paid towards the work of construction of small stream (ओहळ).

43. The endeavour of Mr. Rahade to draw mileage from a slight discrepancy in the first name of the person to whom the said amount was paid does not advance the cause of the Petitioner. There is overwhelming documentary evidence to show that the said amount of Rs.20,000/- under Voucher 22, was credited to the account of the Petitioner.

44. Conversely, the Petitioner did not offer any explanation, much less satisfactory one, regarding the credit of such substantial amount in his account. A feeble attempt was made by Mr. Rahade to wriggle out of the situation by affirming that the Village Officer had transferred the amount to the account of the Petitioner unbeknownst of the Petitioner. The contemporaneous conduct manifested by instantaneous withdrawal of the said amount, in cash, militates against the explanation sought to be offered by Mr. Rahade.

45. The submission of Mr. Rahade that, if at all, the acts attributed to the Petitioner might have constituted misconduct in the discharge of his duties, and thus the procedure envisaged by Section 39, with its in-built protection of an enquiry by the Chief Executive Officer, ought to have been followed, is also devoid of substance. It is not inconceivable that the same act may fall within the ambit of both Section 14(1)(g) and Section 39(1)(i) of the Act of 1959. Deriving undue pecuniary interest by way of share or interest in the work or contract of the Village

Panchayat, in a given case, may also amount to misconduct under Clause (i) of sub-Section 1 of Section 39. Thus, the submission of Mr. Rahade that these two provisions operate in water-tight compartments does not merit acceptance.

46. In the totality of the circumstances, I am impelled to hold that the material on record is sufficient to draw an inference that the Petitioner did incur the disqualification under Section 14(1)(g) of the Act of 1959. The Appellate Authority was thus justified in reversing the findings of the District Collector who had exonerated the Petitioner by taking an erroneous view of the matter.

47. Resultantly, no interference is warranted with the impugned order in exercise of supervisory jurisdiction.

48. Hence, the following order:

: O R D E R :

- (i) The Petition stands dismissed.
- (ii) Rule discharged.
- (iii) No costs.

[N. J. JAMADAR, J.]