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# IN THE HIGH COURT OF ORISSA, CUTTACK

## W.P.(C) No.25251 of 2026

**CNR No.ODHC010604922026**

(In the matter of an application under
Articles 226 and 227 of the Constitution of India)

Chameli Ojha ..... Petitioner

-Versus-

State of Odisha and others ..... Opposite Parties

***Advocate for the parties***

For Petitioner : Mr. Sukant Kumar Dalai, Advocate

For Opposite Party Nos.1 to 5 : Mr. Pitambar Acharya, Advocate General & Senior Advocate along with Mr. P.K. Ray, Addl. Govt. Advocate

For Opposite Party Nos.10, 18-22 & 24-26 : Mr. Prafulla Kumar Rath, Senior Advocate assisted by Mr. S.S. Tripathy, Advocate

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**CORAM: JUSTICE SANJAY KUMAR MISHRA**

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Date of Hearing: 11.08.2026 Date of Judgment: 28.10.2026

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***S.K. Mishra, J.***

***1.*** The Petitioner, who is the elected Sarpanch of Tikhiri Gram Panchayat under Mahakalpada Block, in the district of Kendrapada, has preferred the present writ petition challenging the legality and validity of the notice dated 27.07.2026, issued under Section 24(2) (c) of the Odisha Grama Panchayats Act, 1964, for short, 'the Act, 1964'. The consequential decision of the Sub-Collector, Kendrapada to convene the special meeting for consideration of a Motion of No Confidence against the Petitioner, which was scheduled to be held on 13.08.2026 on the premises of Tikhiri Gram Panchayat Office, is also under challenge.

***1.1.*** Such notice so also consequential proceeding initiated pursuant thereto have been challenged by the Petitioner basically on the grounds that statutory notice, as contemplated under Section 24(2)(c) of the Act, 1964, was served on her father, so also subsequently through Speed Post without the copies of the requisition and the proposed resolution and without affording the Petitioner

mandatory fifteen clear days' notice before holding the special meeting.

***Background facts:***

***2.*** As pleaded in the writ petition, the Petitioner, who belongs to the Ruling Party, was elected as Sarpanch of Tikhiri Gram Panchayat by the mandate of the public by securing thumping majority in the year 2022. Since then, she is assuming her office with utmost sincerity and with complete obligation to the statutory provisions enshrined under the Act, 1964. So far as Tikhiri Gram Panchayat is concerned, it is consisting of 21 Wards. The Members of the said Wards have the right to participate in the "No Confidence Motion", so also to initiate the same under the Act, 1964.

***2.1.*** It has been alleged in the writ petition that, the Petitioner was put to harassment by the local administration and party leaders for standing up for the people and the said news was spread over throughout the country by the media. However, during her struggle, all the Ward Members stood firmly with her and supported her not only at the Gram Panchayat level, but also

accompanied her to the State Capital in protest against the cruelty and injustice meted out to her.

***2.2.*** It is the further case of the Petitioner that while she was busy in relief works and also was staying in different villages, so also in the office of the Gram Panchayat, on her arrival at home on 03.08.2026, she came to know that a notice dated 27.07.2026 was served on her father on 31.07.2026 by some unknown officials. On perusal of the said notice, she further came to know that on the request of some Ward Members, the Sub-Collector, Kendrapada has fixed the meeting of "No Confidence Motion" on 13.08.2026 at 11:00 A.M., at the premises of Tikhiri Gram Panchayat.

***2.3.*** It is the further case of the Petitioner that her father is an illiterate and senior citizen. On the direction of the Sub-Collector, Kendrapada, some unknown officials, taking advantage of ignorance of the father of the Petitioner, served a copy of the notice dated 27.07.2026 on her father on 31.07.2026 and obtained his thumb impression on such notice along with signature of one Babita Behera. After going through the provisions of

law, she came to know that the said notice of "No Confidence Motion" has to be served along with copies of the proposed resolution and requisition, coupled with fifteen clear days' notice. However, no such copies of the proposed resolution and requisition were enclosed to the said notice dated 27.07.2026, even though it was indicated in the said notice that copies of the proposed resolution and requisition have been annexed thereto. Knowing so, she immediately wrote to the Sub-Collector, Kendrapada (Opposite Party No.3) on 03.08.2026 indicating therein that notice was served on her father on 31.07.2026 despite her presence in the Panchayat Headquarter. She was busy in relief works on the eve of ongoing flood in the district, more specifically in the Panchayat affected areas and was in continuous touch with the Sub-Collector as well as the B.D.O on the flood related works. It was also indicated therein that copy of the notice was served on her father without copies of the proposed resolution and requisition, who is an illiterate person, by taking his thumb impression. Accordingly, a request was made to the Sub-Collector, Kendrapada to

supply her copies of the proposed resolution and requisition.

***2.4.*** Further, it has been stated in the writ petition that, in terms of Section 24(2)(d) of the Act, 1964, instead of Sub-Collector, the Collector sent the said notice dated 27.07.2026 again by Speed Post, which was received by one Suryakanta Ojha on 03.08.2026, who happens to be the brother of the Petitioner. On receiving the said notice once again through post, the Petitioner ascertained that said notice has also been sent to her without copies of the proposed resolution and requisition. Hence, once again she wrote to the Collector, Kendrapada on 06.08.2026 to supply the enclosures to her, but in vain.

***Stand of the Opposite Parties:***

***3.*** It is worthwhile to mention here that though the writ petition was listed under the heading "Fresh Admission" on 10.08.2026 for the first time, on the said date the matter was substantially heard by this Court, as the private Opposite Party Nos.10, 18, 19, 20, 21, 22, 24, 25 and 26 [total nine(9) in numbers], who are the Ward Members of different Wards of Tikhiri Gram Panchayat,

appeared on Caveat and also filed an affidavit in the Court, sworn by the Opposite Party No.18. Paragraph Nos.2 to 5 of the said affidavit, being relevant, are extracted below:-

> *"2. That, in the Panchayat Election held in the year 2022, I was elected as the Ward Member of Ward No.14 of Tikhiri Gram Panchayat.*
>
> *3. That, the ward members of Tikhiri Gram Panchayat have brought-forth a no confidence motion against the Sarpanch i.e., Chameli Ojha in accordance with the provisions of the Gram Panchayat Act, 1964 and the rules made thereunder. Pursuant to the requisition and resolution submitted by the elected ward members, vide letter No.7648 dated 27.07.2026, the Sub-Collector, Kendrapada directed to convey a special meeting for the purpose of said no confidence motion which is scheduled to be held on 13.08.2026.*
>
> *4. That, it is pertinent to state here that, the notice dated 27.07.2026 along with a copy of resolution and requisition sent via Speed Post have duly been received by me on 30.07.2026. It is further apposite to state here that, I have the knowledge that other ward members of the Panchayat have also received a copy of the notice dated 27.07.2026 along with a copy of requisition and resolution.*
>
> *Copy of the notice dated 27.07.26 along with the copy of the resolution and requisition have been annexed hereto and marked as Annexure-A.*
>
> *5. That, on the basis of the above stated facts and circumstances it will be safe to conclude that the averments taken by the petitioner that the copy of the notice dated 27.07.2026 was served upon her without a copy of the resolution and requisition holds no ground."*

***3.1.*** So far as the Sub-Collector, Kendrapada (Opposite Party No.3), the learned Advocate General

argued the matter at length based on the written instruction imparted by the Opposite Party No.3, which was filed in the Court on 10.08.2026 and was taken on record. However, after hearing the learned Counsel for the parties at length, on the prayer of the learned Advocate General, the matter stood adjourned to the next day, i.e., 11.08.2026, permitting the State-Opposite Parties to bring on record the said written instruction imparted by the Opposite Party No.3, in form of an Affidavit. On being so permitted, the learned State Counsel filed an Affidavit on 11.08.2026, sworn by the Opposite Party No.3, i.e., Sub-Collector, Kendrapada. Instead of filing a detailed Counter Affidavit, dealing with the averments made in the writ petition in details, simply, denying the allegations made by the Petitioner to be incorrect, it was stated in the said Affidavit that the notice dated 27.07.2026 along with copies of the proposed resolution and requisition was sent to all the twenty two (22) Ward Members of Tikhiri Gram Panchayat, so also the Petitioner, the Sarpanch of the G.P., by Speed Post on 28.07.2026. All the Ward

Members have received the said notice dated 27.07.2026 along with the copies of the proposed resolution and requisition. Paragraph Nos.3 to 5 of the said Affidavit, being relevant, are reproduced below:-

> *"3. That it is humbly submitted that the said allegation of the petitioner is not correct as the notice was sent to all 22 ward members of Tikhiri Gram Panchayat and the petitioner, Sarpanch of the G.P, by Speed Post on dated 28.07.2026 and all the ward members have received the said notice dated 27.07.2026 alongwith the copies of the requisition and resolution and none of the above ward members have raised any objection that he/she has not received either the copy of the requisition or resolution along with the notice dated 27.07.2026.* ***It is pertinent to submit here that from the bulk booking receipt issued by the Department of Post, it would be revealed that weight of each of the envelopes sent to the ward members as well as to the petitioner weights 42 grams and therefore, the contention of the petitioner that the notice received by her brother was only the notice dated 27.07.2026 without the copies of the requisition and resolution is not correct.***
>
> *It is pertinent to submit here that it is clearly reflected in the notice dated 27.07.2026 that the copy of the requisition and resolution are annexed to the said notice. Copy of the notice alongwith copies of the requisition and resolution are annexed herewith as Annexure-A/3 and the copy of the bulk booking receipt showing booking of 27 numbers of articles sent to 27 persons, which includes 22 ward members and petitioner, is annexed herewith as Annexure-B/3.*
>
> *4. That it is further submitted that the aforesaid notice dated 27.07.2026 accompanied with the copy of requisition and resolution was also served on the father of the petitioner in the residence of the petitioner in presence of the*

*villagers and one witness, namely, Babita Behera through the Gram Panchayat Development Officer (GPDO).*

*5. That the other assertion and allegation of the petitioner is that the notice received through postal communication by her brother is on dated 03.08.2026 and therefore, the period between dated 03.08.2026 and dated 13.08.2026 fall substantially short of the mandatory period of 15 days as contemplated under Section 24(2)(c) of the Odisha Gram Panchayat Act, 1964 is thoroughly misconceived and unsustainable in the eye of law.* ***Law in this regard is well settled that, the said period of 15 days prescribed under Section 24(2)(c) of the Act, 1964 is 'directory' and not 'mandatory'. There should be clear 15 days from the date of issuance of notice and date of the proposed meeting to record the vote of no confidence.*** *In the instant case, the notice has been issued on dated 27.07.2026 and the same has been dispatched by post on dated 28.07.2026 and the date of proposed meeting is dated 13.08.2026. Therefore, there is clear 15 days time in between the date of notice and date of proposed meeting and therefore, there is compliance of the mandate prescribed under Section 24(2)(c) of the Act, 1964."*

***(Emphasis supplied)***

***3.2.*** On the next date of listing, i.e., on 11.08.2026, though Mr. Dalai, learned Counsel for the Petitioner intended to file objection/response to the said Affidavit filed by the Opposite Party No.3 and also prayed for an interim protection till filing of such response/objection, this Court, in view of the pleadings of the parties on record so also Judgments cited by the learned Counsel

for the parties, was of the view that no objection/response is required to be filed in reply to the Affidavit filed by the Opposite Party No.3. Accordingly, the matter was further heard and the judgment was reserved.

**Contentions of the Parties**

***4.*** During hearing, learned Counsel for the Petitioner, relying on the provisions enshrined under the Act, 1964, more particularly, Section 24(1) and Clause (a) to (e) of Sub-section (2) of Section 24 of the Act, 1964, vehemently argued that, for convening a meeting under Sub-section(1) of Section 24 of the Act, 1964, a requisition has to be signed by at least 1/3rd of the members of the Gram Panchayat along with a copy of the requisition proposed to be moved at the meeting. That apart, such requisition has to be addressed to the Sub-Divisional Officer in terms of Clause (b) of Sub-section (2) of Section 24 of the Act, 1964. It was further argued that, in terms of Clause (c) of Sub-section (2) of Section 24 of the Act, 1964, it is obligatory on the part of the Sub-Divisional Officer to fix the date, hour and place of

meeting and give notice of the same to all the members holding office on the date of such notice, along with a copy of the requisition and of the proposed resolution, at least fifteen (15) clear days before the date so fixed. However, copies of the requisition as well as proposed resolution were never supplied to the Petitioner, so also fifteen (15) clear days' notice was lacking in the said notice, as only a copy of the said notice was served on the father of the Petitioner on 31.07.2026. Further, the copy of the notice sent to her by Speed Post was received by her brother on 03.08.2026 and the date fixed for such "No Confidence Motion" being 13.08.2026, there was a shortfall of fifteen (15) clear days' notice in terms of Clause(c) of Sub-section (2) of Section 24 of the Act, 1964.

***4.1.*** Learned Counsel for the Petitioner further submitted that such notice with enclosures so also fifteen (15) clear days' notice are mandatory and not directory. To substantiate his argument advanced before this Court, Mr. Dalai, learned Counsel for the Petitioner, relied upon the recent Division Bench judgment of this Court dated

03.02.2026 passed in W.A. No.1721 of 2025 (***Manamati Pujari Vs. State of Odisha and others***), judgment dated 28.07.2026 passed in W.A. No.994 of 2026 (***Gyana Ranjan Dash Vs. State of Odisha and others***) and Full Bench judgment dated 29.11.2025 passed in W.A. No.1367 of 2025 (***Nabanita Kapat Patra Vs. Collector, Kandhamal and another***), reported in 2025 (III) ILR-CUT-1221.

***5.*** Per contra, Mr. Acharya, learned Advocate General, relying on the observations made in paragraph No.18 of the Full Bench judgment of this Court in ***Sarat Padhi Vs. State of Orissa and others***, reported in AIR 1988 Ori 116 : (1988) 1 OLR 76, argued that the scheme of the notice contemplated under Section 24(2)(c) of the Act, 1964 is divided into three parts; *(i)* requirement of giving the notice, *(ii)* fixing the margin of time between the date of the notice and the date of meeting, and *(iii)* service of the notice on the members. Though requirement of giving notice and fixing the margin of time between the date of notice and the date of meeting are mandatory, but the 3rd condition, i.e., mode of service or the failure by

any member to receive the notice at all or allowing him less than 15 clear days' before the date of meeting will not render the meeting invalid. The said requirement is only directory. If the said condition is held to be mandatory, any delinquent Sarpanch or Naib-Sarpanch can frustrate the consideration of the resolution of non-confidence against him by tactfully dealing or avoiding the service of the notice on him and thus, also frustrate the holding of the meeting.

***5.1.*** Relying on the instructions imparted by the Opposite Party No.3, learned Advocate General further argued that the stand of the Petitioner that she only received copy of the notice dated 27.07.2026 without copies of the requisition and proposed resolution is incorrect. From the bulk booking receipt, issued by the Department of Post, it is well evident that weights of each envelope sent to the Ward Members as well as to the Petitioner were around 42 grams. Such bulk booking receipts, which reflect that 27 numbers of articles were sent to 27 persons on 29.07.2026, includes booking of

postal articles sent to 22 Ward Members, as well as the Petitioner.

***6.*** Mr. Rath, learned Senior Counsel, who represents the private Opposite Parties, nine(9) Ward Members of Tikhiri Gram Panchayat, apart from supporting the arguments advanced by the learned Advocate General, submitted that the date of impugned notice for "No Confidence Motion" being 27.07.2026 and the date fixed for such purpose being 13.08.2026, it cannot be said that there is a violation of mandatory period of clear 15 days' notice, as prescribed under Clause (c) of Sub-section (2) of Section 24 of the Act, 1964.

***6.1.*** Mr. Rath, learned Senior Counsel further submitted that even if it is accepted that the impugned notice was received by the Petitioner on 03.08.2026 through Speed Post, the period of fifteen clear days' gap is to be counted from the date of notice and the date of meeting fixed and not from the date of actual service of notice. Mr. Rath, learned Senior Counsel contended that, in the present case, even if the date of notice and date

fixed for holding the meeting are excluded, still there is a clear 15 days' gap, as required under the statute. Accordingly, it was contended that such a stand taken by the Petitioner to annul the process of "No Confidence Motion" on technical ground is unsustainable and deserves to be rejected out rightly. The writ petition, being devoid of any merit, be dismissed. To substantiate his submission, Mr. Rath, learned Senior Counsel, apart from the Full Bench judgment in ***Sarat Padhi*** (supra), relied on the judgment of this Court in ***Nirakar Sethi Vs. State of Odisha and others***, reported in 2021(III) ILR-CUT-612: 2022(I) OLR 377), ***Ajay Kumar Sahoo Vs. State of Odisha and others***, reported in 121 (2016) CLT 597, ***Sidhanta Dalai Vs. State of Odisha and others***, reported in MANU/OR/1519/2025 and ***Gunduri Singh Vs. State of Odisha and others***, reported in 2026 SCC OnLine Ori 3705.

***7.*** However, to counter the submissions made by the learned Advocate General so also stand taken in the Affidavit filed by the Opposite Party No.3, Mr. Dalai, learned Counsel for the Petitioner, relying on a recent

judgment of this Court in ***Manamati Pujari*** (supra), submitted that a similar stand was taken in the said case before the learned Single Judge. Though, vide order dated 13.10.2025, W.P.(C) No.4096 of 2025 was dismissed accepting such stand of the State, being challenged in W.A. No.1721 of 2025, the Division Bench took a view that in absence of evidence and material to support the contention that the envelope sent by certificate of posting had contained accompaniments of the notice, i.e., copies of requisition and proposed resolution for No Confidence Motion, on the basis of weight of the envelope sent through post, one cannot hurriedly jump to the assumption that the said envelope contained the notice, copies of the requisition and proposed resolution.

***7.1.*** Mr. Dalai, learned Counsel for the Petitioner, drawing attention of this Court to the contents of representations of the Petitioner at Annexures-3 and 5 of the writ petition, further submitted that, in the Affidavit filed by the State, it has not been specifically denied as to the averments made in the writ petition regarding service of notice dated 27.07.2026 on the illiterate old father of

the Petitioner without copies of the enclosures. So far as sending the enclosures along with notice dated 27.07.2026 through post, even though representations were given on 03.08.2026 and 06.08.2026 alleging non-receipt of enclosures, neither any reply was given in response to such representations disputing the allegations, nor copies of requisition as well as proposed resolution were supplied to the Petitioner. In the Affidavit filed by the State, simply it has been alleged to have been supplied the copies of the requisition as well as proposed resolution, relying on the bulk booking receipts showing booking of 27 numbers of articles and weight of each postal article to be 42 grams, which is not acceptable in view of the judgment of the division Bench in ***Manamati Pujari*** (supra).

***7.2.*** Relying on the recent Full Bench judgment in ***Nabanita Kapat Patra*** (supra), Mr. Dalai, learned Counsel for the Petitioner further argued that, in view of the mandate under Section 24(2)(c) of the Act, 1964, supplying copies of the requisition as well as proposed resolution along with the notice, as well as clear 15 days'

notice is mandatory and not directory, as has been incorrectly argued by the learned Advocate General as well as Mr. Rath, learned Senior Advocate, relying on the judgment of this Court in ***Gunduri Singh*** (supra).

***Points to be dealt***

***8.*** From the pleadings on record, arguments advanced by the learned Counsel for the parties and the judgments cited before this Court, the following points emerge to be answered in the present writ petition.

***i)*** Whether requirement of giving 15 clear days' notice along with copies of the proposed resolution and requisition, as contemplated under Section 24(2)(c) of the Act, 1964, are mandatory?

***ii)*** How such fifteen (15) clear days' notice is to be calculated?

***iii)*** In the present case, is there any shortfall in the notice period? If so, whether the same shall invalidate the No Confidence Motion, despite the provision enshrined under Clause(e) of Section 24(2) of the Act, 1964?

***iv)*** Is there any material on record, more particularly in the Affidavit filed by the State, to demonstrate before this Court regarding fulfillment of the prerequisites, as contemplated under Section 24(2)(c) and (d) of the Act, 1964?

***v)*** Whether stand of the State-Opposite Party No.3 regarding supply of copies of the requisition and proposed resolution along with the notice dated 27.07.2026, allegedly sent through Speed Post, is acceptable on the basis of weight of the envelopes sent to the Members, including of the Petitioner, and inference can be drawn and acceptable to meet the requirements under Section 24(2)(c) of the Act, 1964?

***8.1.*** Before dealing with the aforesaid issues, since the learned Counsel for the parties heavily relied on the text of Section 24(1) and Clause (a) to (e) of Sub-section (2) of the Act, 1964, it would be apt to reproduce below the said provisions for ready reference:

> ***"24. Vote of no confidence against Sarpanch or Naib-Sarpanch*** *:– (1) Where at a meeting of the Grama Panchayat specially convened by the Subdivisional Officer in that*

*behalf a Resolution is passed, supported by a majority of not less than two-thirds of the total membership of the Grama Panchayat, regarding want of confidence in the Sarpanch or Naib-Sarpanch the Resolution shall forthwith be forwarded by the Sub-Divisional Officer to the Collector, who shall immediately on receipt of the Resolution publish the same on his Notice-board and with effect from the date of such Publication the member holding the Office of Sarpanch or the Naib-Sarpanch, as the case may be, shall be deemed to have vacated such Office.*

*(2) In convening a meeting under Sub-Section (1) and in the conduct of business at such meeting the procedure shall be in accordance with such rules, as may be prescribed, subject however to the following provisions, namely :*

*(a) no such meeting shall be convened except on a requisition signed by at least one-third of the total membership of the Grama Panchayat along with a copy of the resolution proposed to be moved at the meeting;*

*(b) the requisition shall be addressed to the Subdivisional Officer;*

*(c) the Sub-Divisional Officer on receipt of such requisition shall fix the date, hour and place of such meeting and give Notice of the same to all the members holding Office on the date of such Notice* ***along with a copy of the requisition and of the proposed Resolution, at least fifteen clear days before the date so fixed;***

***(d) the aforesaid Notice shall be sent by post under Certificate of posting and a Copy thereof shall be published at least seven days prior to the date fixed for the meeting in the Resolution-board of the Samiti;***

*(e) the proceedings of the meeting shall not be invalidated merely on the ground that the Notice has not been received by any member;*

*xxxx xxxx xxxx"*

***(Emphasis supplied)***

***9.*** So far as **Point No.(i)**, judgments of Full Bench in ***Sarat Padhi*** (supra), so also ***Nabanita Kapat Patra*** (supra) are relevant. Before the Full Bench in ***Sarat Padhi*** (supra), the reference arose from a challenge to a "No Confidence Meeting" on the ground that the Petitioner received the notice dated 3rd September, 2026 only on 12th September, 1985, for a meeting to be held on 24th September, 1985. The Full Bench considered whether 15 clear days' requirement under Section 24(2)(c) of the Act, 1964 was mandatory so also considered the correctness of the Division Bench judgment in ***Debaraj Mallik*** (supra).

The majority view in the said judgment divided the notice scheme into three parts, i.e., (i) requirement of giving the notice, (ii) fixing the margin of time between the date of the notice and the date of the meeting, and (iii) service of notice on the members. It was held that the first two parts are mandatory. But, the third part, i.e., the mode of service or the failure by any member to receive the notice is directory. Thus, it

was held that breach of the first two parts invalidates the meeting without proof of prejudice; short service/non-receipt does not automatically invalidate it, particularly where prejudice is not established.

***9.1.*** The reference in ***Nabanita Kapat Patra*** (supra) before the Full Bench arose, because two Division Bench decisions had taken apparently different approaches to whether the requisition and the proposed resolution had to accompany the notice. The impugned notice was accompanied by the requisition, but not the draft/proposed resolution. The Full Bench held that Section 24(2)(c) of the Act, 1964 requires the notice to be accompanied by both the documents and that the requirement is mandatory. Such reasoning rested upon the statutory words, the rule against rendering words otiose, the serious consequence of removing a directly elected Sarpanch, the special statutory nature of election/removal law, and the need to follow the prescribed procedure.

***9.2.*** An express overruling would ordinarily require an unmistakable declaration that the earlier



full Bench decision is incorrect, no longer good law or is overruled. The judgment in ***Nabanita Kapat Patra*** (supra) contains no such declaration regarding ***Sarat Padhi*** (supra). Its discussion of conflicting precedence in para-4.6 is expressly directed to the case of ***Prahallad Dalai*** (supra) and ***Pramod Kumar Sahu*** (supra).

***9.3.*** In ***Nabanita Kapat Patra*** (supra), the Full Bench in para-4.4 held that Clauses (a) to (d) of Sub-Section (2) of Section 24 of the Act, 1964 employ the word 'shall' and the procedure is mandatory. Para-4.3 (ii) of the said judgment also states that the notice should be for 15 clear days. Read in isolation, those observations might be invoked to contend that every element of Section 24(2)(c), including the period available after issuance of notice, is mandatory. The actual question before the Bench was whether omission of the proposed resolution from the notice shall invalidate the notice. The said judgment repeatedly focuses on that omission. It never decided whether a Member, who receives notice less than 15 clear days'

must, without proof of prejudice, have the meeting invalidated. Hence, the aforesaid two judgments of Full Bench can therefore be harmonized.

***9.4.*** ***Nabanita Kapat Patra*** (supra) establishes that notice must be accompanied by the requisition and the proposed resolution, whereas, ***Sarat Padhi*** (supra) establishes the consequence of different defects, i.e., short service and non-receipt, subject to the distinctions drawn in that judgment. Accordingly, this Court is of the view that where the defect is absence of the proposed resolution/requisition, the Full Bench judgment in ***Nabanita Kapat Patra*** (supra) shall govern such defect. Where the defect is merely short service of notice, the Full Bench judgment in ***Sarat Padhi*** (supra) remains directly relevant authority on the supplied materials.

***9.5.*** Admittedly, the Full Bench, while deciding the case of ***Nabanita Kapat Patra*** (supra), the previous Full Bench judgment in ***Sarat Padhi*** (supra) was not brought to its notice. This Court is of the view that the later judgment does not expressly overrule the

former. Therefore, to the extent the present case concerns absence of proposed resolution/requisition, it shall be governed by the Full Bench judgment in ***Nabanita Kapat Patra*** (supra); to the extent it concerns only short service, ***Sarat Padhi*** (supra) remains the directly applicable Full Bench authority.

***9.6.*** So far as non-supply of requisition and the proposed resolution, the Full Bench in ***Nabanita Kapat Patra*** (supra) held as follows:

> ***"4.4. As to whether Section 24(2)(c) of the Act is mandatory:***
> *(i) The bone of contention between the parties is as to the meaning of clause (c) of Sub-Section (2), which inter alia states that the Sub-Divisional Officer, on requisition,* ***'shall give notice'*** *to all the Members of Panchayat, 'along with a copy of the requisition* ***and of the proposed resolution'****. Notice is not valid if it is not accompanied by the 'proposed resolution', is the submission of Appellant's counsel, whereas notice is not vitiated merely because copy of 'proposed resolution' did not accompany it, is the retort of counsel representing the private Respondents. Both they rely upon certain decisions which we would advert to, a little later.* ***We agree with the proposition of Appellant's counsel because clauses (a) (b) (c) & (d) of Sub-Section (2) of Section 24 textually employ the word 'shall', there being no scope for reading it as 'may', regard being had to the serious implications such as, if the Motion succeeds, Sarpanch would be ousted from office once for all and he would not retain membership too.***

***4.5. Election law is what the statute enacts:***

*(i) Sub-Sections (1) & (2) of Section 24 of the Act in a sense enact a specific procedure for ousting inter alia an elected Sarpanch. The decision on No Confidence Motion is to be taken by secret ballot, as is mentioned in the impugned notice. Thus, on the floor of Panchayat, the elected Members cast their votes in the No Confidence Motion, which if succeeds, the Sarpanch will be ousted from office. Therefore, these provisions constitute a kind of election law relating to removal of Sarpanch by due process. Ordinarily, law relating to election is, what the statute says it to be, namely, the 1964 Act, herein. In* ***Jyoti Basu v. Debi Ghosal[3]****, it is observed as under:*

*"A right to elect, fundamental though it is to democracy, is, anomalously enough, neither a fundamental right nor a Common Law Right. It is pure and simple, a statutory right. So is the right to be elected. So is the right to dispute an election. Outside of statute, there is no right to elect, no right to be elected and no right to dispute an election. Statutory creations they are, and therefore, subject to statutory limitation. An Election petition is not an action at Common Law, nor in equity. It is a statutory proceeding to which neither the Common Law nor the principles of Equity apply but only those rules which the statute makes and applies. It is a special jurisdiction, and a special jurisdiction has always to be exercised in accordance with the statutory creating it. Concepts familiar to Common Law and Equity must remain strangers to Election Law unless statutorily embodied. A Court has no right to resort to them on considerations of alleged policy because policy in such matters as those, relating to the trial of election disputes, is what the statute lays down...."*

***(Emphasis supplied)***

***9.7.*** So far short service of notice, paragraph No.18 of the Full Bench judgment in ***Sarat Padhi*** (supra), being relevant, is reproduced below:



> *"**18.** On a circumspection of the various authorities discussed above dealing with the analogous provisions in different statutes, I would now proceed to record my own conclusions: -*
>
> *The scheme of the notice contemplated under Section 24(2)(c) may be divided into three parts - (i) requirement of giving the notice, (ii) fixing the margin of time between the date of the notice and the date of the meeting, and (iii) service of notice on the members, I am of the view, which is also conceded by the learned Advocate General, that the first two parts, namely,* ***the duty to issue the notice and the margin of clear 15 days between the date of the notice and the date of the meeting, are mandatory. In other words, if there is any breach of these two conditions, then the meeting will be invalid without any question of prejudice. But the third condition, i.e., the mode of service or the failure by any member to receive the notice at all or allowing him less than 15 clear days before the date of the meeting, will not render the meeting invalid. This requirement is only directory.*** *This is also based on a sound public policy as in that event any delinquent Sarpanch or Naib-Sarpanch can frustrate the consideration of the resolution of non-confidence against him by tactfully dealing or avoiding the service of the notice on him and thus frustrate the holding of the meeting. The legislation has also accordingly taken care to provide in unequivocal terms a provision to obviate such contingencies by incorporating Clause (e) to Sub-section (2) of Section 24."*
>
> ***(Emphasis supplied)***

***9.8.*** Hence, on conjoint reading of both the Full Bench judgments, it is amply clear that giving 15 clear days' notice along with copies of the proposed resolution and requisition, as contemplated under

Section 24(2)(c) of the Act, 1964, are mandatory. But the mode of service of notice and receipt of such notice are directory, meaning thereby, if the notice has been given with 15 clear days' before the date fixed for No Confidence Motion, non-receipt of the said notice by any Member or any shortfall of 15 clear days' in between the date of notice and the date fixed for the No Confidence Motion, counting the said period of 15 days from the date of receipt of such notice, shall not annul the said No Confidence Motion. Point No.(i) is answered accordingly.

***10.*** So far as **Point No. (ii)**, regarding calculation of 15 clear days' of notice, which is mandatory, relying on the Full Bench judgment in ***Sarat Padhi*** (supra), the Division Bench of this Court in ***Smt. Heeramani Munda Vs. The Collector, Keonjhar & others***, reported in *2004 SCC OnLine Ori 86 : (2005) 99 CLT* 180, held as follows:

> *"8.* ***On examination of the aforesaid decisions specifically the Full Bench decision of this Court in the case of Sarat Padhi v. State of Orissa(supra) it is clear that the margin of clear 15 days' time between the date of notice and the date of meeting is mandatory****.*

*This Court further held that if there is breach of that condition, then the meeting will be invalid without any question of prejudice.* ***However, the Court further observed that the mode of service or failure by any member to receive the notice or allowing less than 15 clear days before the date of meeting will not render the meeting invalid****. The specific case of the petitioner is that if the date of notice and the date of meeting fixed are excluded, then the notice period shall be thirteen days as is clear from Annexure-1 itself. Annexure-1 is also very clear to the effect that the Sub-Collector on 15.7.2004 issued notice fixing the date of no confidence motion to 30th July 2004.* ***If the date of notice and the date of meeting fixed are excluded as per the decision of this Court in the case of Smt. Susila Sahani v. State of Orissa (supra) fifteen days clear notice had not been given and this provision being mandatory, there has been violation of the same and the notice for no confidence motion is of no effect.*** *We accordingly allow the Writ Application and quash the order passed by the Collector. Keonjhar in Annexure-3"*

(***Emphasis supplied)***

***10.1.*** Similarly, in ***Nilambar Majhi Vs. Secy, to Govt. of Orissa Panchayat Raj Deptt.,*** reported in *2005 SCC OnLine Ori 247 : (2006) 101 CLT 473*, the Division Bench, relying on the Judgment in ***Smt. Heeramani Munda*** (supra), and Full Bench Judgment in ***Sarat Chandra Padhi*** (supra), held as follows:

*"**7.** In the above noted citation the term 'give notice' have been interpreted by this Court as issue of notice and in that respect the date of signing of the notice by the Sub-Collector and the date of receipt of the notice by the Member concerned are irrelevant. Thus the notice period*

*would mean, clear 15 days' time between the issue of notice and the date of the meeting. In the above noted two decisions it has been further clarified that in computing period of 15 days, the date of issue of notice and the date of the meeting are to be excluded.* ***In the present case the notice was admittedly issued on 16.5.2005 and the meeting was held on 30.5.2005. Once 16th & 30th May, 2005 are excluded then the notice period becomes less than 15 days****. The explanation of the Opp. Parties in this regard is that the Sub-Collector had signed the notice on 13.5.2005, but the notice was despatched on 16.5.2005 as the 14th & 15th May, 2005 were public holidays.* ***Section 24(2)(C) nowhere contemplates that signing of notice by the Sub-Collector would amount to issue of the notice. So the explanation of the Opp. Parties does not satisfy to the requirement of mandatory provision relating to the required period of notice.***

***8.*** *Whether participation of the petitioner in the meeting would estop him from challenging the no confidence motion, even though 15 days clear notice was not there, was discussed in the case of Sarat Chandra Padhi (supra). There it was explained that the scheme of notice contemplated under Section 24(2)(c) of the Act can be divided into three parts, i.e., (i) requirement of giving notice; (ii) fixation of margin of time in between the date of notice and the date of meeting and (iii) service of notice on the members. The full Bench held that the first two parts are mandatory while the third part is directory.* ***It was thus, held that if the margin of clear 15 days between the date of notice and the date of meeting is not there, then the notice and the resolution passed in that meeting would be illegal and invalid even if the petitioner participates in the meeting and he is not estopped from challenging the legality of the meeting on the ground of violation of the mandatory provision of law. So, the content of paragraph-20 of the judgment of the Full Bench relied by Learned Addl. Government Advocate is of no help as that observation was meant for the period between date of***

***receipt of notice by the petitioner and the date of the meeting."***

***(Emphasis supplied)***

***10.2.*** However, in ***Nirakar Sethi Vs. State of Odisha and others***, reported in *2021 (III) ILR-CUT-612: 2022(I) OLR 377*, in the said case, though the notice was dated 29th September, 2020, it was dispatched by Speed Post only on 7th October, 2020. The said notice was received by the Petitioner on 8th October, 2020, thus leaving a gap of only 13 days' between the date of the receipt of the notice and the date of meeting. The Division Bench, relying on the judgment in ***Sarat Padhi*** (supra), held as follows:

*"**15.** The Court is unable to agree with the above submissions. In Sarat Padhi's case (supra) the date on which the notice was dispatched by Under Certificate of Posting was later than the date on which it was signed by the Sub-divisional Officer, thereby narrowing the time period between the date of the meeting and the date of receipt of the notice to less than 15 clear days. Those facts are identical to the facts of the present case. **Therefore, it would be wrong to contend that the 15 days' gap between issuance of the notice and the date of the meeting is a must. That requirement in terms of Section 24(2)(c) of the Act has been held to be 'directory' and not 'mandatory' by the Full Bench of this Court. This Court is bound by the Full Bench decision in Sarat Padhi's case (supra).** Even otherwise, this Court is not inclined to doubt the correctness of the said decision."*

***(Emphasis supplied)***

***10.3.*** So far as calculation of notice period of clear 15 days' between the issue of notice and the date of meeting, was clearly deliberated by the Division Benches in ***Nilambar Majhi*** (supra), so also in ***Smt. Heeramani Munda*** (supra), which were rendered relying on the decision of the Full Bench in ***Sarat Padhi*** (supra). Those judgments, though were prior to ***Nirakar Sethi*** (supra), were admittedly not brought to the notice of the Division Bench in ***Nirakar Sethi*** (supra), relied upon by the learned Senior Counsel for the private Opposite Parties. Rather, in ***Ajay Kumar Sahoo*** (supra), cited by the learned Senior Counsel for the private Opposite Parties, the Division Bench, relying on ***Sarat Padhi*** (supra) as well as ***Smt. Heeramani Munda*** (supra), held as follows:

> *"xxxx xxxx xxxx xxxx*
>
> *Above decision makes it clear that* ***merely the duty of issuing the notice and the margin of clear 15 days between the date of the notice and the date of the meeting are mandatory and in the event there is any breach of the above provision, then only the meeting will become invalid*** *and further the mode of service or the failure by any member to receive the notice at all or allowing him less than 15 clear days before the date of the meeting will not render the*

*meeting invalid and this requirement is only directory.*

***5.*** *In another decision in the case between Smt. Heeramani Munda v. The Collector, Keonjhar and others, MANU/OR/0270/2004 : 99 (2005) CLT 180, a Division Bench of this Court even though sets aside notice of no-confidence, but the said interference is only on account of no clear 15 days gap in between the date of notice and the date of no-confidence motion taking place and after observing that in paragraph-7,* ***the Division Bench of this Court again held that this 15 days clear notice must be there by excluding the date of notice and the date of meeting.***

***6.*** *We have perused the impugned judgment passed by the learned Single Judge and observe that* ***the learned Single Judge taking into account the statutory provisions as well as the provision of law laid down by this Court referred in the case of Sarat Padhi (supra), has clearly arrived at the conclusion that there is clear 15 days gap in between the date of notice and the date of no-confidence and thus, rightly refused to interfere with the impugned order****. The other decision cited by Sri Mishra, learned counsel for the appellant having no relevancy to the present case are not taken note of. This Court is in full agreement with the impugned judgment of the learned Single Judge and the same is hereby confirmed. In the result, the writ appeal fails. However, there is no order as to cost."*

***(Emphasis supplied)***

***10.4.*** Similarly, in ***Sidhanta Dalai*** (supra), relied on by the learned Senior Counsel for the private Opposite Parties, wherein the issue was also alleged lack of clear 15 days' notice, paragraphs-6.1 and 6.2 of the said Judgment, being relevant, are reproduced below:

*"**6.1. The appellant argued before the Single Bench that the notice under clause(c) of sub-section (2) of Section 24 of the OGP Act is invalid as clear fifteen days' time was not given.** The Single Bench did not find such argument to have any substance, more particularly in the perspective of the fact that the requisition contained the resolution passed by all the members of the Grama Panchayat except the appellant, who holds the post of Sarpanch. **The Single Bench further noticed the facts emanating from the record and held that the notices were issued on 16th November, 2024 to all the members indicating that the date for convening the meeting is fixed on 6th December, 2024, which is much beyond fifteen days therefrom. The Single Bench further found that the appellant received the said notice, which was sent by post on 20th November, 2024, which would be evident from the postal tracking report and, therefore, it cannot be said that there is a violation of the mandatory period provided under clause (c) of sub-section (2) of Section 24 of the OGP Act.***

***6.2. If we count the clear fifteen days from the date of receipt of the notice, it cannot be said that the time period, as provided in the said clause, is attracted.** Even if the fifteen days falls on the date of the meeting, yet the technicalities should not overweigh the substantive compliance of the provision. The purpose of providing the period before the notice is received and the date of holding the meeting is to give sufficient opportunity to the Sarpanch or Naib Sarpanch, against whom no confidence is moved. This is one of the facets of the principles of the natural justice. Mere technical lapses should not be projected rigidly to negate the object and the purpose underlying the incorporation of the provisions relating to the no confidence motion, but the Court should adopt such interpretative tools, which would navigate the legislative intention behind the incorporation thereof."*

***(Emphasis supplied)***

In the aforesaid case, the notice of No Confidence Motion was dated 16th November, 2024, fixing the date of meeting to 6th December, 2024, which was sent/dispatched by post on 20th November, 2024. Hence, admittedly, there was a 15 clear days' gap between the date of dispatch of notice and the date fixed for No Confidence Motion.

***10.5.*** Further, in none of the cases, including ***Sarat Padhi*** (supra), excepting in the case of ***Nilambar Majhi*** (supra), it has been clearly discussed as to how such clear 15 days' notice period has to be calculated and which should be the date of notice, i.e., date of signing of the notice or the date on which actually the notice was dispatched under certificate of posting/Speed Post. In ***Nilambar Majhi*** (supra), relying on the Full Bench Judgment in Sarat ***Padhi*** (supra) and ***Smt. Heeramani Munda*** (supra), the Division Bench held that the date of signing of the notice by the Sub-Collector and the date of receipt of the notice by the Member concerned are irrelevant. It was further held that mere signing of notice would not

amount to issue of notice, as contemplated under Section 24(2)(c) of the Act, 1964. It was held that, while computing the period of clear 15 days' notice, the date of issue of notice and the date of the meeting are to be excluded. It was further held that, so far as date of issue of notice, even though the Sub-Collector had signed the notice on 13.05.2005, but the notice being dispatched on 16.05.2005, 14th & 15th May, 2005 being public holidays, would be the date of issue of the said notice, not the date when it was signed.

***10.6.*** It is amply clear from the judgment in ***Nilambar Majhi*** (supra), as detailed above, the date of issue of notice would be the date on which it was actually dispatched, not the date of notice or the date when it was signed. Therefore, there should be a clear 15 days' notice in between the date on which the notice was dispatched by post and the date fixed for No Confidence Motion, and both the said dates are to be excluded while calculating clear 15 days' notice, which is mandatory. Point No.(ii) is answered accordingly.

***11.*** So far as **Point No.(iii)**, as is revealed from the record, the notice dated 27.07.2026 was dispatched by Speed Post on 29.07.2026. If 29th July and 13th August are excluded, it comes to 14 days in between. There is a shortfall of fifteen clear days in between the date of dispatch of notice, i.e., "29.07.2026", and the date of meeting of "No Confidence Motion", i.e., "13.08.2026", in view of the observations made by the Division Bench in ***Nilambar Majhi*** (supra), which was rendered referring to Full Bench Judgment in ***Sarat Padhi*** (supra).

***11.1.*** The Full Bench in ***Nabanita Kapat Patra*** (supra) held as follows:

> *"*4.7.(ii) *Learned Advocate lastly contended that the provisions of Section 24(2) have to be harmoniously construed, as has been done by the other Co-ordinate Bench in Pramod Kumar Sahu supra.* ***Rules of harmonious construction have no scope for application to the case, inasmuch as we do not find any disharmony in or discordance between clauses (a) to (e) of Sub-Section (2) of Section 24, inter se****. He also stressed on clause (e) of this Sub-Section for seeking shelter thereunder. We are not impressed, here too.* ***Non-receipt of Notice by a Member is one thing and giving of Notice is another. Once notice is given, its validity has to be adjudged in the light of what has been prescribed inter alia under clauses (a) to (d) of Section 24(2). Where Notice has been given by***

***the Sub-Divisional Officer and it is received by the candidate concerned, the case does not travel to the precincts of clause (e) of Section 24(2).***

***(Emphasis supplied)***

Hence, this Court is of the view that shortfall in the notice period of clear 15 days, which is mandatory, cannot be equated with issue of non-receipt of the notice by any member, provided the same is dispatched through post on time, which would not invalidate the proceedings of the meeting merely on the ground of non-receipt or late receipt of the said notice. Accordingly, the stand of the State as well as private Opposite Parties that, in view of the provision under Clause (e) of Section 24(2), even if there is a shortfall in the notice period, the same shall not annul the No Confidence Motion is not acceptable. Point No.(iii) is answered accordingly in favour of the Petitioner.

***12.*** So far as **Point No.(iv) & (v)**, since both the said points are interlinked, for the sake of brevity, are dealt herewith together.

As is revealed from the representation at Annexure-3, at running page 39 of the writ petition,

which is dated 03.08.2026, an endorsement has been made by the Petitioner to the effect that, though she allegedly went to the Office of the Opposite Party No.3 on the said date to submit the grievance petition regarding non-supply of the proposed resolution so also requisition along with the notice dated 27.07.2026, nobody received the said representation. Hence, she had to send the same by Speed Post on 04.08.2026. The State-Opposite Party No.3 in its Affidavit has not denied the said allegation. Further, in the said Affidavit it has not been stated as to on receipt of the said representation vide Annexure-3, whether the Opposite Party No.3 responded to the same denying the allegations made therein and if so, when. That apart, it is revealed from Annexure-4 series that though the seal of the Sub-Collector was appearing on the said envelope to be the sender of the said postal article sent through Speed Post, but it was scored-out and re-sealed as “Despatcher, Collectorate, Kendrapada”. The said communication was received by one Suryakanta Ojha on 03.08.2026, who happens to be the brother of the Petitioner. The Petitioner gave a further

representation on 06.08.2026 to the Collector, Kendrapada indicating therein that, after receiving the said notice dated 27.07.2026 on 03.08.2026, she found that, though there was a mention therein that copies of the proposed resolution and requisition form part of the said communication, but were not supplied along with the said notice dated 27.07.2026. Accordingly, again a request was made to the Collector, Kendrapada, who was alleged sender of the said postal article, to supply copies of the proposed resolution and requisition. Neither in the Affidavit nor in the documents enclosed to the said Affidavit, filed by the Opposite Party No.3, it has been mentioned as to the status of both the representations of the Petitioner dated 03.08.2026 and 06.08.2026 and whether any communication(s) was/were made to the Petitioner denying the allegations made therein.

***12.1.*** So far as the stand of the Opposite Party No.3 regarding weight of the envelope sent to the Petitioner by Speed Post, thereby to draw an inference that such notice was sent to her along with enclosures, i.e., proposed resolution and requisition, a similar stand of the State

was turned down by the Division Bench in a recent judgment in ***Manamati Pujari*** (supra), relevant paragraph of which is reproduced below:

> ***"4.1.*** *We have very carefully perused the original records, which learned AGA had secured on our direction and returned the same to her. There is evidentiary material, namely, the certificate of posting to vouch the contention that the notice of meeting sent by the Sub-Divisional Officer under Section 24(2)(c) of the Act has reached the hands of appellant; however, there is absolutely no evidentiary material to support the contention that the envelope sent by certificate of posting, had contained accompaniments of the notice, namely, copies of requisition & proposed resolution for No Confidence. This view is supported by what* ***A.B. Majumder****'s 'Law Relating to Notices' (8th Edition) says. It also gains support from* ***Harihar Banerji v. Ramshashi Roy****, AIR 1918 PC 102.* ***On the basis of weight of the envelope sent through certificate of posting, one cannot hurriedly jump to the assumption that it contained notice and copies of requisition & proposed resolution.*** *The letter relied upon by the learned AGA, mentioning service of all this being a document generated post commencement of litigation, does not earn much credence. This aspect has not been duly discussed in the right perspective in the impugned order"*
>
> ***(Emphasis supplied)***

Hence, in absence of specific denial of the allegations of the Petitioner regarding non-receipt of enclosures by the State in its Affidavit, coupled with the judgment of the Division Bench in ***Manmati Pujari*** (supra), this Court is of the view that on the basis of

weight of the envelope sent to the Petitioner through Speed Post, it cannot be assumed that the same contained the notice along with copies of requisition and proposed resolution. Accordingly, Point Nos. (iv) & (v) are answered in favour of the Petitioner.

***Observations***

***13.*** In view of the foregoing discussions so also answer to the points, as detailed above, this Court is of the considered view that the Opposite Party No.3 has failed to establish due compliance with the mandatory requirement contained in Section 24(2)(c) of the Act, 1964. The materials brought on record fall short of demonstrating before this Court that notice dated 27.07.2026 was duly served on the Petitioner together with the copies of the requisition and proposed resolution as the statute mandates. That apart there is a shortfall in 15 clear days' notice, as detailed above. Hence, this Court is of the view that notice dated 27.07.2026 is vitiated for non-compliance with the mandatory provisions, as detailed above. Accordingly, the impugned notice dated 27.07.2026 issued by the Sub-Collector, Kendrapada and

all consequential action taken pursuant thereto are set aside.

***14.*** Before parting with the matter, it would be appropriate to state here that, while dealing with the present issue regarding legality and validity of notice of No Confidence Motion against a Sarpanch, it has come to the notice of this Court that almost all the writ petitions were preferred by the Sarpanch or Naib-Sarpanch challenging the Motion of No Confidence, basically, on the alleged procedural flaw of non-supply of copies of requisition and the proposed resolution along with the notice, so also lack of 15 clear days' notice in between the date of notice and the date fixed for the Motion of No Confidence, as provided under Clause (c) and (d) under Sub-section (2) of Section 24 of the Act, 1964.

***14.1.*** That apart, even if the copies of the requisition and the proposed resolution are being sent along with the notice by Post, a Sarpanch or Naib-Sarpanch, against whom the Motion of No Confidence is moved by the Members, may tactfully avoid to receive the notice, so also deny to have received the enclosures along with the

notice, even if the notice is served through post along with the enclosures, to frustrate the Motion of No Confidence against him/her taking advantage of the views taken by the Division Bench in ***Manamati Pujari*** (supra)

***14.2.*** Hence, this Court considers it appropriate to draw attention to a practical difficulty arising from the present wording of Section 24(2)(c) and (d) of the Odisha Gram Panchayat Act, 1964. Clause (c) requires the Sub-Divisional Officer to give notice of the meeting to the Members, together with copies of the requisition and the proposed resolution, at least fifteen clear days' before the date fixed for the meeting; Clause (d), in turn, prescribes dispatch of the notice by post under Certificate of Posting and publication of a copy on the notice-board of the Samiti at least seven days before the meeting. The prescribed postal facility of "Certificate of Posting" is stated to have been discontinued, creating uncertainty as to the practicable means of complying with the statutory text and of proving both dispatch and the contents of the communication. A further difficulty may arise where

receipt of the notice is established but delivery of the accompanying requisition and proposed resolution is disputed. These requirements serve an important purpose; they provide advance and meaningful notice of the proposed motion and enable the concerned persons to participate in the process in an informed manner. The issue, therefore, is not merely one of procedural convenience, but of ensuring a clear, workable and verifiable statutory procedure. It would be appropriate for the State Government to examine, and if considered necessary, initiate legislative action to amend Clauses (c) and (d) of Section 24(2) of the Act, 1964, so as expressly to prescribe an available and reliable mode or modes of service, the manner of serving and evidencing delivery of the notice and its enclosures, and the relationship between dispatch, actual delivery and the requirement of fifteen clear days' notice. The amendment may also provide for an official record or certificate identifying the documents served, the date and mode of service, and the result of service, together with an appropriate alternative procedure where service cannot be effected despite

reasonable efforts. Any such provision should preserve the statutory time safeguards and the opportunity of the affected office-bearer and members to know the substance of the motion in advance.

***14.3.*** This Court makes the above observation to invite legislative consideration; it does not purport to substitute a different mode of service for that presently prescribed by the Act, nor does it dilute the requirements applicable to the proceedings under consideration.

***15.*** With the said observation, the writ petition stands allowed and disposed of. No order as to costs.

.....
**S.K. MISHRA, J.**

*Orissa High Court, Cuttack.*
*Dated, the 28th October, 2026/Kanhu*

Signature Not Verified
Digitally Signed
Signed by: KANHU BEHERA
Designation: JUNIOR STENOGRAPHER
Reason: Authentication
Location: High Court of Orissa, Cuttack.
Date: 28-Oct-2026 19:05:39