

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 2025 OF 2026

Sakshi Sandip Vighane

...Petitioner

Versus

State of Maharashtra Through Its Secretary
and Ors

...Respondents

Mr. Chintamani Bhangoji, for the Petitioner.

Mr. Ketan Joshi, 'B' Panel Advocate, a/w Hamid Mulla, AGP, for
Respondent Nos.1 to 3 – State.

Mr. Pavan Patil, a/w Shubham Saraf and Tanmay Deshmukh,
for Respondent No.4.

CORAM: N. J. JAMADAR, J.

DATED: 18th APRIL, 2026

JUDGMENT:-

1. Rule. Rule made returnable forthwith and, with the consent of the learned Counsel for the parties, heard finally.

2. By this petition under Article 227 of the Constitution of India, the petitioner assails an order dated 24th December, 2025, passed the Divisional Commissioner, Konkan Division (R2), in Village Panchayat Appeal No.746/2025, thereby dismissing the appeal preferred by the petitioner against a judgment and order dated 6th August, 2025, passed by the District Collector, Palghar, declaring that the petitioner has incurred disqualification to continue to be a member of Chinchghar

SANTOSH
SUBHASH
KULKARNI

Digitally signed by
SANTOSH SUBHASH
KULKARNI
Date: 2026.04.23
12:46:26 +0530

Village Panchayat, under Section 14(1)(g) of the Maharashtra Village Panchayat Act, 1959 ('the Act, 1959').

3. The background facts necessary for the determination of this petition can be summarised as under:

3.1 In the village panchayat election held in the month of December 2022, the petitioner was elected as a member from Ward No.1A, Chinchghar Grampanchayat. Respondent No.4, filed a village panchayat dispute before the District Collector, Palghar. It was, *inter alia*, alleged that the petitioner had incurred disqualification to continue to be a member of the village panchayat as the petitioner has interest in the work done by the order of the panchayat as Sandesh Yashwant Vighne, the husband of the petitioner, was awarded contracts for execution of the panchayat works. On 12th June, 2024, work orders were issued in the name of Shri Ram Samarth Arts Labor and Contractor Company of which the husband of the petitioner was a proprietor. Eventually, the payment for the said village panchayat works were also made to the husband of the petitioner, on 25th March, 2024. Thus, the petitioner had incurred disqualification under Section 14(1)(g) of the Act 1959.

3.2 The District Collector ordered an inquiry to be conducted by the Chief Executive Officer, Zilla Parishad, Palghar. Post

inquiry, the Chief Executive Officer, Zilla Parishad, Palghar, submitted a report on 29th July, 2025. It was, *inter alia*, reported that in accordance with the Grampanchayat Development Plan 2023 - 2024, the village panchayat had passed resolutions and invited tenders. The bids of Shri Ram Samarth Arts Labor and Contractor, the proprietary firm of the husband of the petitioner, were accepted for three village panchayat works, namely, the cleaning of the well, repairs of the well and the maintenance of the public roads, and the work orders were issued, and, eventually payments were also made to the husband of the petitioner from the village panchayat funds. The Chief Executive Officer opined that since the contracts were awarded to the husband of the petitioner, the latter derived the benefit.

3.3 The petitioner contested the dispute application. It was, *inter alia*, contended that the petitioner had no share or interest in the contracts awarded to the husband of the petitioner. The petitioner was neither the proprietress nor otherwise had any interest in the proprietary firm of her husband. The petitioner had not derived any benefit out of the said contracts, which were awarded to the husband of the petitioner by following the

standard procedure. Respondent No.4 has lodged the dispute with a view to wreak vengeance.

3.4 The District Collector, by an order dated 6th August 2025, declared that the petitioner had incurred the disqualification under Section 14(1)(g) as the petitioner had an indirect interest in the contracts awarded to her husband.

3.5 Being aggrieved, the petitioner preferred an appeal before the Divisional Commissioner (R2). By the impugned judgment and order, the Divisional Commissioner dismissed the appeal finding no fault with the order of disqualification passed by the District Collector. It was, *inter alia*, noted that the petitioner and her husband were cohabiting together, and it was not the case of the petitioner that the familial and financial affairs of the petitioner and her husband were different. Since the petitioner and her husband were residing together, the petitioner can be said to have derived an indirect benefit out of contracts awarded to the husband of the petitioner.

4. Being further aggrieved, the petitioner has invoked the writ jurisdiction.

5. I have heard Mr. C. K. Bhangoji, the learned Counsel for the petitioner, Mr. Ketan Joshi, the learned Counsel for

Respondent Nos.1 to 3 and Mr. Pavan Patil, the learned Counsel for Respondent No.4, at some length.

6. Mr. Bhangoji, the learned Counsel for the petitioner, submitted that the District Collector as well as the Divisional Commissioner have committed manifest error in law in declaring that the petitioner had incurred disqualification. No categorical finding has been recorded as regards the nature of the interest, which the petitioner had in the works awarded to her husband by the village panchayat. In the absence of a positive finding that the petitioner had interest in the said work, for the mere reason that the contracts were awarded to the husband of the petitioner, an elected representative could not have been disqualified.

7. To buttress the aforesaid submissions, Mr. Bhangoji placed strong reliance on the judgments of this Court in the cases of *Sau. Dhrupadabai Laxmanrao Mhaske vs. Additional Commissioner and others*¹, *Sou Sugandha Manik Waghmode vs. Shri Tukaram Ramchandra Khandekar*², and *-Laxmibai w/o Sitaram Kankhar and ors. vs The State of Maharashtra and ors.*³. It was submitted that in the absence of any proof of

1 2015 SCC Online Bombay 347

2 WP/3000/2018, dated 3rd December, 2018.

3 WP/6505/22 dated 23rd August, 2022.

interest in the contract awarded to the husband of the petitioner, the action of disqualification was wholly unwarranted.

8. In opposition to this, Mr. Joshi, the learned Counsel for Respondent Nos.1 to 3, would submit that there is overwhelming material on record to show that as many as three works contracts were awarded to the husband of the petitioner, and the amounts were also paid to the husband of the petitioner. Having regard to the relationship between the parties, and the fact that the petitioner and her husband were residing under one and the same roof, it can hardly be disputed that the petitioner had an indirect interest in the works executed on behalf of the village panchayat by the husband of the petitioner. In support of this submission, Mr. Joshi placed reliance on a judgment of this court in the case of *Janardan Laxman Pawar vs. Yogesh Chandrabhan Pawar and ors.*⁴.

9. Mr. Pavan Patil, the learned Counsel for Respondent No.4, supplemented the submissions of Mr. Joshi. Mr. Patil placed reliance on the judgments in the cases of *Sheela Nandkishor*

*Ingale vs. Additional Commissioner, Amravati*⁵ and *Gita Vijay Somankar vs. Divisional Commissioner Nagpur and ors.*⁶.

10. At the outset, it is necessary to note that there is not much controversy over the facts. The marital relationship between the petitioner and Sandesh Y. Vighne, the proprietor of Shri Ram Samarth Arts Labour and Contract, was not put in contest. Incontrovertibly, three contracts for the execution of village panchayat works were awarded to Sandesh Vighne. Payments were also received by Sandesh Vighne for executing those contracts. The controversy, however, boils down the question, whether the award of the contracts to the husband of the petitioner can be said to give rise to a situation of conflict of interest and duty of the petitioner, as a member of the village Panchayat ?

11. In the case of *Sau. Dhrupadabai* (supra), the petitioner therein was disqualified on the ground that the grampanchayat, of which the petitioner therein was the Sarpanch, had decided to employ the petitioner's son for release of water supply in the village, on temporary basis. In that context, a learned Single Judge held that, though the provision of section 14(1)(g) includes the word employment, the decision of the Supreme

5 2019 (4) Mh.L.J. 381.

6 2019 (193) Mah LJ 119.

Court in the case of *Gulam Yasin Khan vs Shri Sahebrao Yeshwantrao Walaskar & ors.*⁷, squarely governed the controversy involved in the said matter. The inquiry ought to be as to whether the petitioner has pecuniary or material or a similar nature of interest in the grampanchayat, and not as to whether the petitioner is interested in her son. Mere relationship of the petitioner with her son was not sufficient to incur disqualification under Section 14(1)(g) of the Act, 1959.

12. In the case of *Sou. Sugandha Waghmode* (supra), the petitioner therein was disqualified on the ground that the petitioner was closely related to the person to whom the contract was awarded. Another learned Single Judge of this Court held that, the authorities had not rendered any finding or conducted an inquiry as to whether the petitioner had pecuniary or material or a similar nature of interest in the contract awarded, apart from stating that the petitioner was closely related to the person to whom the contract was awarded. Thus the order of disqualification was set aside.

13. In the case of *Laxmibai Kankhar* (supra), another learned Single Judge, after following the pronouncements in the cases of *Sau. Dhrupadabai* and *Sou. Sugandha* (supra) held that the

7 AIR 1966 SC 1339

inquiry must be in the direction as to whether the Sarpanch had pecuniary or material or a similar nature of interest in the village panchayat. Mere relationship of the Sarpanch, with the person to whom contract was given, would not entail the disqualification. Thus, the order of disqualification on the ground that petitioner No.1 therein was the mother of petitioner No.2, to whom the contract was awarded by the village panchayat of which the Petitioner No. 1 therein was the Sarpanch, was set aside.

14. In the case of *Janardan Pawar* (supra), this court has had an occasion to elaborately consider the import of the disqualification under Section 14(1)(g) of the Act 1959. The relevant part of the judgment reads as under:

“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*⁸ 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 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*,⁹ 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

8 1987 (Supp) SCC 562.

9 (2012) 4 SCC 407.

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 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 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.***¹⁰ 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 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.

.....

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***¹¹ in regard to the construction of 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.”

10 AIR 1966 SC 1339.

11 (2012) 3 SCC 188.

15. On the aforesaid touchstone, re-adverting to the facts of the case at hand, it becomes evident that the facts of the instant case are materially distinct. As noted above, the factum of award of three contracts to the husband of the petitioner by the village Panchayat of which the petitioner was a member, could not be controverted. It is imperative to note that, the interest envisaged by the provisions contained in Section 14(1)(g) is not confined to direct interest. In the context of the object of the disqualification under Clause (g) of Section 14(1) of the Act, 1959, the word “interest” takes pecuniary connotation. The disqualification is essentially 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. The interest may also be indirect.

16. In the aforesaid view of the matter, the reasons which weighed with the authorities below that the petitioner and her husband were cohabiting under one and the same roof and it was not the case of the petitioner that the financial and familial affairs of the petitioner and her husband were managed distinctly, the petitioner can be said to have benefited from the award of the contracts to her husband in an indirect manner can not be said to be unsustainable. A situation of conflict of

duty and interest of the petitioner did arise. The office of membership of the village panchayat, this Court is inclined to hold, in the circumstances of the case at hand, provided an opportunity for the petitioner to promote the pecuniary interest of her husband. In a situation of the present nature, if the object of the Act 1959, is to be achieved, the word “interest”, need not receive an unduly narrow or restricted construction. Lest the object of prescribing disqualification to maintain purity in the administration of local self-government bodies would be defeated.

17. Thus, this Court finds it difficult to accede to the submission on behalf of the petitioner that the impugned order deserves to be interfered with as the authorities have not recorded the finding that the petitioner had pecuniary interest in the contracts awarded to her husband. The petition, therefore, deserves to be dismissed.

18. Hence, the following order:

: O R D E R :

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

[N. J. JAMADAR, J.]