

K.Kannan Vs. The Sub Inspector

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Court : Chennai

Decided On : Jan-30-2015

Judge : R.S.Ramanathan

Appellant : K.Kannan

Respondent : The Sub Inspector

Judgement :

IN THE HIGH COURT OF JUDICATURE AT MADRAS DATED :

03. .08..2009 CORAM THE HONOURABLE MR. JUSTICE S. PALANIVELU C.R.P. (NPD) No.893 of 2009 and M.P.No.1 of 2009 V.K. Murugan ... Petitioner Vs 1. K. Ramesh 2. The Commissioner Virudhachalam Municipality Virudhachalam ... Respondents Civil Revision Petition filed under Article 227 of Constitution of India against the order dated 31.3.2009 in E.O.P.No.112 of 2007 on the file of the Principal District Judge, Cuddalore. For Petitioner : Mr. AR.L. Sundaresan Senior Counsel for M/s. C.T. Murugappan For Respondent : Mr. K.M. Vijayan Senior Counsel for M/s. La Law [for R-1]. Mrs. Bhavani Subbarayan [for R-2].

ORDER

1 The averments contained in the petition filed under Section 50 and 51 of the District Municipalities Act 1920 are as follows:- 1.(a) This petition is filed to disqualify the second respondent from holding the post of Chairman on the ground of having an interest in a subsisting contract made with his wife and father. The

petitioner is councillor duly elected in the election conducted on 13.10.2006 for the ward 28, of the Virudhachalam Municipality. The second respondent is the Chairman of the Virudhachalam Municipality, who was elected on 28.10.2006. His wife Mrs. Latha and his undivided father V.K. Kaliyaperumal are registered contractors of the said municipality and carrying on the work of municipality by offering tenders. They accepted a contract for providing BT surface to Kannadasan Street, Tiruvalluvar Street 1 & 2 and Dr. Lucas Street and are carrying on the contract. 1.(b) The second respondent after becoming the Chairman of the Virudhachalam Municipality, called for an urgent meeting on 3.11.2006 and passed a resolution to delete the names of his wife and father from the registered contractors Register of Virudhachalam Municipality and the same was recorded in the resolution by the members of the Virudhachalam Municipality. The second respondent had subsisting interest over the said contract, which was given to his wife and father and released cheques dated 15.12.2006 and 9.2.2007 to his wife and father for the contract. He has an interest in a subsisting contract which was allotted to his wife and father, while he was the Chairman of Virudhachalam Municipality. 1.(c) He acted in an unethical manner and with the intention of love and affection with his family members he acquired the interest in public contract matters and thereby violated the provisions which could be brought under Section 50(1)(d) of the District Municipalities Act. On 5.4.2007 the petitioner made a representation to the Executive Authority, Virudhachalam Municipality regarding the disqualification of the second respondent as Chairman but the same has not been considered so far. The second respondent has gone to the extent of disbursing money and putting the municipality in loss hence the petition may be allowed, disqualifying the second respondent from allowing the post of Chairman of Virudhachalam Municipality.

2. In the counter filed by the first respondent the following are stated:- 2(a) Second respondent was elected as Councillor and Chairman of the Virudhachalam Municipality as a candidate from Pattali Makkal Katchi while the petitioner herein was elected as councillor from a political party Desiya Murpokku Dravida Kazhagam. Neither second respondent's wife nor his father nor any other person in his family have acquired any subsisting contract with the municipality. The wife and father of second respondent submitted letter for termination from the approved

contractors list in the municipality on 10.10.2006 and they were accepted in the municipal council meeting held on 3.11.2006. Both of them are not registered contractors in the municipality. The contracts were taken by them during the previous term of municipal council when second respondent was not a councillor or Chairman. On 02.02.2006 tenders were called for when he was not a councillor or Chairman of the municipality. On the date of assuming office by the second respondent, his wife and father were not in the live list of contractors and had not participated in any tender thereafter nor were they awarded any work. 2 (b) The cheques dated 15.12.2006 and 9.2.2007 were issued by the municipality to the wife and father of the second respondent for the works which had been completed by them, which works were awarded to them during previous term when the second respondent was not a Chairman nor councillor. The payment was delayed for want of funds. Subsequent to the election, neither his wife nor father nor any of his family members acquires any interest in the subsisting contract in the municipality. The second respondent has not violated Section 50 (1)(d) of District Municipalities Act. The petition has been filed under a total misconception of facts and law which is devoid of merits. Hence, the petition may be dismissed.

3. Following are the allegations tersely, found in the counter of the second respondent:- 3.(a) The petitioner was elected as councillor who belongs to the political party 'Desiya Murpokku Dravida Kazhagam'. The second respondent was elected as councillor and Chairman of Virudhachalam Municipality, who belongs to 'Pattali Makkal Katchi'. Thereafter arose a lot of misgivings and mutually ill feelings between the two political parties, more so at the local level at Virudhachalam. Member of the Legislative Assembly from Vridhachalam constituency is from Desiya Murpokku Dravida Kazhagam, while the local authority is represented by a majority of Patatali Makkal Katchi candidates. The Member of Legislative Assembly is unable to prevail upon the Municipal Council for carrying out acts and deeds of his whims and fancies and the Municipal Council presided over by the second respondent who is refusing to budge to the unreasonable and illegal demands and dictates of Desiya Murpokku Dravida Kazhagam. Neither the second respondent nor his wife nor father nor any other person in the family have acquired any interest in any subsisting contract with the municipality. 3.(b) Even before the elections in the Municipal Council, wife and father of the second

respondent have submitted their letters of termination from approved contractors list in the municipality and the same was accepted in the meeting of the Municipal Council on 3.11.2006. The contract which is mentioned in the petition was granted to second respondent's father and wife during the previous terms of Municipal Council when the second respondent was not even a councillor or Chairman. The tender was called for on 02.02.2006 at the time when the second respondent was not a councillor or Chairman of the Municipality and on the date when the second respondent became a councillor/Chairman in the Municipality, his wife and father were not in the live list of contractors. 3.(c) The cheques dated 15.12.2006 and 09.02.2007 are payments which have been made by the Municipality to the wife and father of the second respondent for works which had been completed by them, which works were awarded to them during the previous term when the second respondent was not a councillor or Chairman. As such the subsequent payment made by the Municipality according to its convenience and availability of funds cannot be put against the second respondent. The same does not amount to acquiring interest in subsisting contract with the Municipality. The second respondent nor his wife, nor his father, nor any other family members of his family had acquired any interest in any subsisting contract with the municipality subsequent to the election. The second respondent has not in any manner violated Section 50 of the District Municipalities Act and not acquired any disqualification which can be the subject matter of the proceedings under Section 51 of the said Act. 3.(d) The second respondent has not conducted himself in any manner which is unethical and he has not done any act or deed out of love and affection with his family members and has not acquired any interest in the public contract matters. He has not done any act which would entail disqualification for the post of councillor or Chairman. He is not aware of any representation said to have been made by the petitioner to the Executive Authority. The despatch of cheques was in respect of works which were done pursuant to the contract which was given under Tender on 02.02.2006 during the previous tenure of the Municipal Council when the second respondent was not a councillor or Chairman. The subsequent payment was in discharge of the liability by the Municipality which was incurred earlier and there is no question of acquiring interest in subsisting contract by virtue of the same. There is no loss to the Municipality on account of the same.

Allegations in this regard are vague, bereft of details and are false. The payment made by the Authority and second respondent or the other councillors had any role to play in the same. The petition has been filed under a total misconception of facts and law. It is also hopelessly barred by limitation and is devoid of merits. The petition intended only for political vendetta.

4. After scrutinising the materials on record, the learned Principal District Judge, Cuddalore, allowed the Election Petition disqualifying the present petitioner from holding the position of councillor as well as Chairman of Virudhachalam Municipality under Section 50(1)(d) of Tamil Nadu District Municipalities Act, 1920. Aggrieved at the said order, the petitioner is before this Court.

5. The quintessence of the contention of the first respondent herein is that this petitioner suffers disqualification under Section 50(1)(d) of the Tamil Nadu District Municipalities Act, 1920 (hereinafter referred to as "Act") in view of the subsisting contract between the Municipality on one part and his wife and father on the other, that the attempts effected by the petitioner to disprove the versions have fallen on ground and that the documents which are being relied upon by this petitioner are not genuine.

6. Conversely, the contention projected by this petitioner is that both his wife and father had submitted the letters of termination of contract on 10.10.2006 which were accepted, considered and orders were passed by the authority viz., the second respondent on 12.10.2006; that on the date of assuming office of this petitioner as councillor and Chairman i.e., on 28.10.2006 there was no subsisting contract between the municipality and the wife and father and that the findings adverse to the interests of this petitioner contained in the order challenged before this Court are not tenable.

7. Whatever may be the personal grudge between the petitioner and the first respondent and the misunderstandings, misgivings or any difference of opinion between the political parties to which both of them belong, duty is cast upon the Court to find out and unearth truth in the matter and it is to be seen whether any material facts have been suppressed by means of which any of the party is getting benefit. Concededly both wife and father of the petitioner were awarded contract

for laying road for certain streets within municipal limits and it is also a relevant fact that the contracts were offered to them during the earlier period when the petitioner was not a councillor or Chairman.

8. It is to be noted that the first respondent had ignored the witness box and not come forward to project his versions before the Court in support of allegations contained in the petition. It transpires from the proof affidavit of R.W.2, this petitioner, that earlier to the municipal elections, which were held on 13.10.2006, on 10.10.2006 itself both his wife and father presented letters under Ex.R1 and R2 to the Commissioner, the second respondent herein, requesting him to cancel the contract offered in their favour. In his cross examination it is stated that on 13.10.2006, the election was held for electing Municipal councillors and on 28.10.2006 election for Chairman of the Municipality was conducted. On 12.10.2006 the second respondent herein passed the proceedings Ex.R-3 and Ex.R-4 cancelling the contracts issued in favour of both wife and father of this petitioner.

9. The first Municipal Council Meeting was taken up on 3.11.2006 which was presided over by this petitioner and participated by all 31 councillors. On that date as many as 44 subjects were placed before the Council and all of them were passed with the concurrence of the councillors present. Resolutions No.44 and 46 pertaining to the letter of request of wife and father of the petitioner respectively, dated 10.10.2006 and the consent of the Council was sought for, for which the Council accorded consent by mentioning "kd;wk; mDkjpf;fyhk; ". Worthwhile it is to be noted that in the said meeting convened on 3.11.2006 the first respondent was also present and he signed. He did not move even his little finger against passing of resolution.

10. Genuineness of Ex.R-1 and Ex.R-2 is subjected to much objections by stating that they were not entered in inward register maintained by the Municipality. However, the second respondent accepted them and issued proceedings cancelling the contracts. R.W.1 is Assistant serving in the Municipality. He says that the letters given by the wife and father of this petitioner were not entered in the inward register of the Municipality. 10.(a) No specific and direct attack was

made on Ex.R-3 and Ex.R-4, proceedings of the Commissioner. No specific pleadings nor evidence are also available in this regard. But, general questions were put to R.W.1 that Ex.R-1 to Ex.R-6 were created at the instigation of the Municipal councillor and the said suggestion was denied by R.W.1. Ex.R-5 and Ex.R-6 are the contents of the resolutions passed by the Municipality on 3.11.2006.

10. (b) No motive has been attributed to the second respondent for passing of the proceedings under Ex.R-3 and R-4. Even the first respondent has not come forward to state that due to ill-feeling or with intention to make this petitioner to gain unlawfully, the Commissioner indulged in creating the documents. In this context, there is no room to smell rat on Ex.R-3 and R-4.

11. The payment for works done were made by the Municipality by issuance of cheques dated 15.12.2006 and 9.2.2007 after the cancellation of contracts and this circumstance would lead to decide that the contract was subsisting even after the alleged cancellation till the payments were made and hence it has to be held against this petitioner, as per the contention of the first respondent.

12. Mr.AR.L. Sundaresan, the learned Senior Counsel appearing for the petitioner would contend that by production of records Ex.R-1 to Ex.R-6, it has been established that the contracts were duly terminated anterior to the holding of elections; that the absence of entry in inward register as regards Ex.R-1 and Ex.R-2 cannot constitute a ground to reject the petitioner's contention in view of prompt passing of orders by the second respondent by Ex.R-3 and Ex.R-4; that even though if it is treated that unilaterally the wife and father of the petitioner terminated the contract by breaching the same, in the eye of law the contract comes to an end as soon as they offered to withdraw from the contract and even if the payment was made on a later date, such payment is not a continuous process of contract, which is an independent transaction which does not in any way affect the rights of the petitioner and that the evidence on record shows that there were no funds in the municipality to pay the dues forthwith.

13. Per contra, Mr.K.M. Vijayan, learned Senior Counsel arguing on behalf of the first respondent would state that absence of entry in the inward register is a

circumstance to infer that Ex.R-1 and Ex.R-2 came to existence on a later date, that there was no valid cancellation of contract and hence the payment of dues on a future occasion would indicate that the contracts were subsisting till such time and in view of the existence of subsisting contract in favour of the family members of the petitioner which would disqualify the petitioner and that the petition has to suffer dismissal.

14. In this context, extraction of Section 50(1)(d) of the Act would be profitable, which are as follows:-

"0. Disqualification of chairman or councillors:- (1) Subject to the provisions of Section 51, the Chairman or a councillor or a person referred to in clauses (b) and (c) of sub-section (2) of section 3-C or clauses (b) and (c) of sub-section (3) of section 7 shall cease to hold his office, if he - (a) (b) (c) (d) subject to the proviso to clause (c) of sub-section 49, acquires any interest in any subsisting contract made with, or work being done, for the council except as a shareholder (other than a director) in a company. Provided that no meeting from which the Chairman or a councillor absents himself shall be counted against him under this clause, if due notice of that meeting was not given to him."

15. The aforementioned provision contemplates disqualification of a candidate contesting in the election on establishing that he acquires interest in a subsisting contract with the Council. The petitioner had no direct dealings with the municipality in any way on the date of elections, but his wife and father had taken contracts. The provision does not specifically indicate as to contract taken by family members of the candidate.

16. The learned Senior Counsel for the petitioner would place reliance upon a decision of this Court in 2000 (1) CTC215[A. Rajangam v. A.Mohammed Hani and another], wherein the learned Judge while dealing with a case under this provision has observed that there is no presumption that business run by one member of joint family is joint family business, after following a decision of the Apex Court in AIR 1968 SC1276[G. Narayana Raju v. Chamaraju]. in which it is held as follows:- "It is well established that there is no presumption under Hindu Law that business

standing in the name of any member of the joint family is a joint family business even if that member is the manager of the joint family. Unless it could be shown that the business in the hands of the co-parcener grew up with the assistance of the joint family property or joint family funds or; that the earnings of the business were blended with the joint family estate, the business remains free and separate. Therefore, whether the business was begun or carried on with the assistance of joint family property or joint family funds or as a family business is a question of fact."

17.(a) There is a pleading in the petition that the father is "undivided". Even if there were pleadings to the effect that the petitioner belongs to the undivided family, it ought to be distinctly pleaded and proved that he has a direct interest in the subsisting contract. Sub-section 1(d) to Section 50 goes to the effect that "if he acquires any interest". 17.(b) Since there is no proof that the petitioner as a co-parcener or a joint family member "acquires" any interest in the subsisting contract, it is far fetched to say that the petitioner is interested in the contract. 17.(c) There is no material to show that both wife and father of the petitioner are engaged in joint family business and for the joint family benefit the father took the contract. It is to be borne in mind that both his wife and father took the contract much earlier to 10.10.2006, during the tenure of erstwhile municipal Council. There is no pleadings nor evidence to show that the petitioner directly or indirectly drew benefit of contract between the municipality and his close relatives.

18. The learned Senior Counsel for the petitioner relies upon certain decisions of the Honourable Supreme Court which have been rendered under provisions of the Representation of the People Act 1951 and it is contended by the first respondent's side that those judgments are relating to different legislations and they are not applicable to the facts of the present case. The identical provision contained in the Representation of the People Act 1951 is Section 9-A with explanation and it is more advantageous to furnish the same which reads as follows: "9-A. Disqualification for government contracts, etc., - A person shall be disqualified if, and for so long as, there subsists a contract entered into by him in the course of his trade or business with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by, that Government.

Explanation: - For the purpose of this section, where a contract has been fully performed by the person by whom it has been entered into with the appropriate Government, the contract shall be deemed not to subsist by reason only of the fact that the Government has not performed its part of the contract either wholly or in part."

19. In both the Acts, the legislature puts stress on the terms "subsisting contract". In letter and spirit, both the provisions were brought to the statute books on different occasions to lay down a legal procedure to be adopted in the matter of consideration of disqualification of a candidate contesting the election. In section 9-A of the Representation of the People Act, the language employed is, "there subsists a contract entered into by him in the course of his trade or business with the appropriate Government."

The terms incorporated in Section 50 (d) of the Tamil Nadu District Municipalities Act are to the effect that "he acquires any interest in any subsisting contract made with or work being done for the council". When the intention of the legislature is intended to be perceived, it is manifest that there shall not be acquisition of any interest in any subsisting contract with the appropriate Government or the municipal council or the local authority as the case may be. In this regard, there is no impediment for the Court to follow the decisions rendered under the Representation of the People Act.

20. On the petitioner's side a Full Bench decision of the Supreme Court in 2006 (2) SCC682[Shrikant v. Vasantrao and Others]. was cited, wherein Their Lordships have held that what is relevant under Section 9-A is that the contractor should have some obligations to perform towards State Government on the relevant date. In para 26, it is observed thus:-

"6. what is relevant under Section 9-A of the Act is that the Contractor should have some obligations to perform towards the State Government on the relevant date. In fact, the explanation to Section 9-A makes it clear that where a contractor has performed all his obligations, but the Government is yet to perform its obligations (for example, where the work assigned under a work order is completed by the contractor and that is duly certified, but payment therefor is yet not made by the

Government) then there is no contract "subsisting" within the meaning of Section 9-A of the Act."

The said findings of the Apex Court are under the discussion of explanation annexed to Section 9-A of the Representation of the People Act.

21. Touching this point, the first respondent's side would contend that the above said findings are on explanation to Section 9-A, but no such explanation is appended to in Section 50 (1)(d) and hence the said decision could not be made applicable to the present case.

22. By way of reply, on the side of the petitioner, it is argued that the explanation to provision in a statute is only explanation of enlarging the contents of the main provision itself and there could be no independent effect. In support of his contention, the learned Senior Counsel for the petitioner garners support from a decision of the Supreme Court reported in 2006 (8) SCC613[Hardev Motor Transport v. State of M.P. and Others]. wherein it is held that by reason of an explanation, even otherwise, the scope and effect of a provision cannot be enlarged. In this decision, an earlier decision of the Supreme Court in (1985) 1 SCC591= AIR 1985 SC582[Sundaram Pillai v. V.R. Pattabiraman]. has been referred in which it is held as under:-

"3. Thus, from a conspectus of the authorities referred to above, it is manifest that the object of an Explanation to a statutory provision is - (a) to explain the meaning and intendment of the Act itself, (b) where there is any obscurity or vagueness in the main enactment, to clarify the same so as to make it consistent with the dominant object which it seems to subserve, (c) to provide an additional support to the dominant object of the Act in order to make it meaningful and purposeful, (d) an Explanation cannot in any way interfere with or change the enactment or any part thereof but where some gap is left which is relevant for the purpose of the explanation, in order to suppress the mischief and advance the object of the Act it can help or assist the court in interpreting the true purport and intendment of the enactment..."

Following the ratio as above, it is held that the dictum on explanation to a particular provision has to be treated as a one rendered on the provision.

23. Another leaf of contention of the learned Senior Counsel for the petitioner is that if it is treated that the letters of termination of contract were not accepted by the second respondent, even then, as per law the contractor has ceased to be a contractor and the acceptance of the authority is immaterial. To buttress his contention, he relies upon a Full Bench decision of the Supreme court in AIR 1984 SC988[Smt. Aslhing v. L.S. John and others]. in which it is held thus:- "... .. After going through the contents of the letter it is absolutely clear that the contractor unilaterally put an end to the contract and informed the Department concerned accordingly and also he had resigned from the contractor's list of PWD, Manipur. Thus after this letter the contract came to an end by breach and the contract was no longer subsisting."

"... .. The acceptance of the letter by the authorities was unnecessary for putting an end to the contract although the breach may give rise to a cause of action for damages."

Even if the authority concerned has not accepted the letters of contractors, still, unilateral ending of contract by the contractor will result in cessation of contract.

24. The Supreme Court has also held that after the authority passes an order on the letter given by a contractor to cancel the licence and the bills were settled at a later date, the said circumstance would not disqualify him and that the breach of contract on the part of the contractor has to be positively inferred and that the Government or the local authority has got right to recover damages from the contractor concerned. These principles are contained in the following decision of the Apex Court:- AIR 1981 SC1177[S. Munishamappa v. Venkatarayappa and others].

"7. In any event, if the contract had not been terminated by the parties themselves, it appears that the appellant must be held to be in clear breach of the agreement long before the date he had filed his nomination paper. Execution of the work in terms of the contract was undoubtedly one of the fundamental terms of the

contract and the appellant had failed or refused to do so. Even if it be held that the appellant had committed a breach of the contract, the contract cannot be said to be subsisting thereafter. If the contract is discharged by breach on the part of the appellant, the entire contract necessarily goes and along with this the agreement, if there be any, with regard to the maintenance, must necessarily go, leaving the party aggrieved to take steps to recover damages for such breach. The contract however cannot be said to be subsisting."

"17. The fact that the bills of the appellant were settled at a later date and that the security deposit was refunded later on, will not disqualify the appellant in view of the explanation to S.9A of the Act."

25. The above said judgment has been referred and followed in a subsequent decision of the Supreme Court reported in 2002 (5) SCC568[Prakash kandre v. Dr. Vijaykumar Khandre and others].. In paragraph 64 of the Kandre's case supra, it is also decided that in any case, not following the procedure prescribed under the rules would hardly be a ground for holding that the contract was subsisting.

26. As regards the facts of the present case, on receipt of letters Ex.R-1 and Ex.R-2, without loss of time, the second respondent issued the proceedings cancelling the contracts and the matters were duly placed before the Municipal Council meeting on 03.11.2006 and the same were accepted and approved by the council. Hence, as per the settled principles, even though the bills were settled at a later point of time by making payments to wife and father of the petitioner, such circumstance would not indicate that both of them were having subsisting interest in the contract and on presentation of letters they put an end to the contract. If the municipality gets aggrieved with any breach of contract on the part of the contractors, it is at liberty to recover damages from the contractors. To put it in a nutshell, after giving letters for terminating contract and after they were accepted, the contracts came to an end and payment on a future occasion would not show existence or continuance of any contract.

26. Even though the letters Ex.R-1 and Ex.R-2 do not find place in the inward register, they were placed before the first council meeting held on 3.11.2006, after the election, subjected to discussion by the Council, accepted and resolutions

were passed accordingly. In this regard, procedural lapse in not entering into the inward register cannot be stated to be a valid ground to turn down the letters as far as the facts of the present case are concerned. Even if it is treated that the letters were not accepted by the authority, the second respondent and Ex.R-3 and Ex.R-4 were not issued, still as per *Asling* case *supra*, the acceptance of letters by the authorities was unnecessary for putting an end to the contract. The contract might be terminated unilaterally by the contractor himself. At the cost of repetition, it is reiterated that Ex.R-1 and Ex.R-2 were placed promptly before the first Council meeting. In this juncture, it is also the contention of the learned counsel for the petitioner that official acts have to be presumed to be correct under Section 114 (e) and (f) of the Evidence Act. As far as Ex.R-3 and Ex.R-4 are concerned, there is no contra evidence.

27. On a conspectus of the materials following illuminating judicial pronouncements, the following have been discerned: that neither the petitioner nor his close relatives acquired any interest in any subsisting contract made with the council on the date of election on 13.10.2006, that the wife and father of the petitioner had given letters of termination of contract on 10.10.2006 and were accepted and cancellation orders were passed by the second respondent and the letters were placed before the Council Meeting, which were accepted and in the said meeting, the first respondent was also present and he had put his signature without any demur and challenging the resolution passed by the council on a later date is not sustainable, that acting on Ex.R-1 and Ex.R-2 second respondent passed orders for cancellation of contract, that on presentation of letters by the contractors, the contracts came to an end, that the circumstance of placing the letters before the first council meeting on 3.11.2006 is a clinching evidence to place reliance upon Ex.R-1 and Ex.R-2, that by drawing presumption under Section 114 (e) (f) of Evidence Act as regards Ex.R-3 and Ex.R-4, they have to be held valid, that the municipality has every right to recover damages for breach of contract from the contractors, if so advised, and that there was no subsisting interest in any contract with the municipality by the petitioner himself nor any of his family members on the date of election.

28. In view of the observations and findings rendered by this Court, by a overhaul study of the evidence on record, following the decisions of the Honourable Supreme Court, the observations and conclusion contained in the order challenged before this Court, passed by the learned Principal District Judge, Cuddalore, have to be necessarily interfered with. The Order impugned before this Court is set aside. The petitioner does not suffer any disqualification under Section 50(1)(d) of the Act. The petition deserves to be allowed.

29. In fine, the Civil Revision Petition is allowed. No costs. Connected M.P. is closed. 03..08..2009 Internet : Yes Index : Yes ggs Note to Office : Issue order copy on 04.08.2009 To The Principal District Judge, Cuddalore. S. PALANIVELU,J ggs C.R.P.(NPD).No.893 of 2009 and M.P.No.1 of 2009 DATED :

03. 08.2009

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