

KARNATAKA LOKAYUKTA

NO. COMPT/UPLOK/MYS/964/2013/DRE-4

Multi Storied Buildings,
Dr.B.R.Ambedkar Veedhi,
Bengaluru 560 001

Dated: 13/11/2018

REPORT UNDER SECTION 12(3) OF THE
KARNATAKA LOKAYUKTA ACT, 1984

Sub:- Irregularities and misappropriation of amount in the execution of gold leafing works on the walls and pillars of at Mysuru Palace, Mysuru - Initiation of proceedings against;

- (1) Sri T.S. Subramanya, Deputy Director, Mysore Palace Board, Mysuru;
- (2) Sri B.R.Muralidhara Rao, the then Assistant Engineer, Mysore Palace Board, Mysore - Presently working as Assistant Executive Engineer, Administrative Training Institute, Mysuru;
- (3) Sri C.S. Rajashekaregowda, the then Technical Assistant, Panchayath Raj Engineering Circle, Mysuru - presently retired and residing at No.9, Block No.22, SBM Layout, Srirampura II Stage, Mysuru 570 023.
- (4) Sri Parashivamurthy, the then Assistant Executive Engineer, Mysore Palace Board, Mysuru - Presently retired and residing at No.27, KHB, 1st Stage, 1st Main Road, 4th Cross, Kuvempunagar, Mysuru 570 023; and
- (5) Sri K.B. Eshwarappa, the then Accounts Superintendent, Mysore Palace Board, Mysore - presently retired and residing at "Mathrushree Nilaya" Near Sri Vivekananda B.Ed College, Hanjagondanahalli Extension, 2nd Cross, Jajur Post, Arsikere, Hassan District 573 103

One Sri Javaraju, S/o. Siddaiah, resident of Devarasanahalli Village and post, Nanjanagud Taluk, Mysuru District (hereinafter referred to as Complainant) has filed a complaint on 2/5/2013 in the Lokayukta Institution as per the provisions of the Karnataka

Lokayukta Act against Sri T.S. Subramanya, Deputy Director, Mysuru Palace Board, Mysuru (hereinafter referred to as first Respondent) alleging misappropriation of amount, etc. in the execution of gold leafing works at Mysuru Palace, Mysuru. The complaint filed by Sri Javaraju was taken up for investigation under Section 9 of the Karnataka Lokayukta Act, 1984.

2. The allegations against respondent in relation to the subject matter of this complaint are as follows:-

- (i) The first Respondent being Deputy Director of Mysore Palace Board failed to follow the Karnataka Transparency in Public Procurement Act, 1999 in execution of following works;
 - a) Providing Gold Leafing to the four numbers of pillars at the entrance of Silver Door to Private Darbar Hall in Mysore Palace;
 - b) Providing Gold Leafing to the Pillars and on the Walls of Private Darbar Hall Pillars at Mysore Palace, Mysore;
 - c) Providing Gold Leafing to the Pillars and on the walls of Main Darbar Hall of Mysore Palace;
 - d) Providing Gold Leafing to the Pillars and on the Walls of Kalyan Mantap at Mysore Palace;
- (ii) The connected documents in relation to Gold Leafing works for a sum of Rs.13.00 Lakhs, Rs.42.00 Lakhs, Rs.110.00 Lakhs and Rs.185.00 Lakhs are missing;

(iii) The first Respondent has entrusted the above works of Gold Leafing to Sri Raghupathi Bhat, No. 81, Sudhama, K.C. Layout, Mysore

3. The action plan report for technical and financial approval submitted to the Government for approval, in relation to the items of work in respect of subject of this complaint are as follows:-

Sl. No	Particulars of work	Amount of work In Crores
1	Modernisation and conservation of oil paints and other artistic teakwood structures in the inside premises of Mysore Palace	1.50
2	Repair of Palace Kalyan Mantap, Private Darbar Hall and coloured stain glass on the roof.	1.75
3	Providing Gold Leafing to the Pillars and on the Walls of Private Darbar Hall Pillars at Mysore Palace, Mysore	0.42
4	Providing Gold Leafing to the four numbers of pillars at the entrance of Silver Door to Private Darbar Hall in Mysore Palace	0.13
5	Providing Gold Leafing to the Pillars and on the walls of Main Darbar Hall of Mysore Palace	1.85
6	Providing Gold Leafing to the Pillars and on the Walls of Kalyan Mantap at Mysore Palace	1.10

4. The Government vide order No.Ka.Sam.Va. Pra 565 Ka.Sa.Thi 2012, Bengaluru dated 5/12/2012, among other works, gave administrative approval for the above works. In page 3 of the above Government Order, in relation to the above Gold Leafing works, it is stated that separate Government Orders will be issued

for exemption under Karnataka Transparency in Public Procurement Act, 1999.

5. As per the Government Notification No. FD 1169 Exp-12/12 dated 8/1/2013, exemption was granted under Section 4(g) of the Karnataka Transparency in Public Procurement Act, 1999 to the applicability of the Act in relation to the above items of work.

6. The comments of first respondent was called for on the complaint allegations by issuing notice dated 14/5/2013. The first Respondent submitted letter dated 31/5/2013 and sought time for furnishing his comments. Thereafter on 26/7/2013, the first Respondent has submitted his comments with certain documents in a bounded volume. Thereafter, the complainant has filed rejoinder to the comments offered by first Respondent. On examination of documents furnished by the Complainant and first Respondent and other documents collected during investigation, it was noticed that the following officials were also involved in the execution of works stated supra.

- (1) Sri B.R.Muralidhara Rao, the then Assistant Engineer, Mysore Palace Board, Mysore – Presently working as Assistant Executive Engineer, Administrative Training Institute, Mysuru;
- (2) Sri C.S. Rajashekaregowda, the then Technical Assistant, Panchayath Raj Engineering Circle, Mysuru – presently retired and residing at No.9, Block No.22, SBM Layout, Srirampura II Stage, Mysuru 570 023.
- (3) Sri Parashivamurthy, the then Assistant Executive Engineer, Mysore Palace Board, Mysuru – Presently retired and residing at No.27, KHB, 1st Stage, 1st Main Road, 4th Cross, Kuvempunagar, Mysuru 570 023
- (4) Sri K.B. Eshwarappa, the then Accounts Superintendent, Mysore Palace Board, Mysore – presently retired and residing at “Mathrushree Nilaya” Near Sri Vivekananda

	transportation and all incidental charges work should be carried out as per the instruction and directions of the Engineer-in charge.								
	Bottom L strip Aera	Sq In	4	29.5		1.50	177		
	Peeta	Sq In	4	21	2	11.50	193 2		
	Bottom Ring	Sq In	1	51.5		1.00	51.5		
	Half Ball Area	Sq In	12	4		0.50	24		
	Half Ball Area	Sq In	12	5.5		5.50	363		
	Vertical Grooves	Sq In	8	2.5		32.00	640		
	Central Flower Portion	Sq In	2	66.5		16.75	222 7.8		
							541 5.3	37.61	
	For 4 Pillars							150.42	
								150.42	8000.00
									1203389
2	Carrying out the repair works in the pillars and the walls of Private darbar Hall by filling the holes and rectifying the broken edges to bring it to proper alignment and shape as to match with the existing structure using pure sand, jaggery, lime and other suitable materials after cleaning the pillars to remove the oily substances using non toxic herbal materials. The pillars should then be painted using natural colours to the maximum extent and using artificial colours to the minimum. The entire work should be carried out as per the detailed specifications enclosed herewith. The work is inclusive of cost of materials, labour, scaffolding transportation and all incidental charges. The work should be carried out as per the directions of the Engineer in charge of work.					Sq ft			
			4	130		105	546 00	379.16 7	
	Deduct (A)							150.42	
								228.74	400.00
									91497
3	Miscellaneous								5114
						Total			1300000

(Rs. Thirteen Lakhs only)

8. The first Respondent and the second Respondent Assistant Engineer of the Palace Board, Mysore do not have expertise in

relation to the work of Gold leafing. They did not consult any expert to prepare the estimate.

9. The work order in relation to the above work was issued by Respondent Deputy Director on 31/1/2013 to Sri Raghupathi Bhat. As per the work order, the work commenced on 1/2/2013 and expected to complete on 21/2/2013. The estimated amount was Rs.13,00,000/- and the contract amount was Rs.12,94,886/-.

10. The e-stamp paper relating to the agreement for the work of Gold Leafing work in Palace Board vide Tender Agreement No. 2/2012-13 was executed on 31/1/2013. The First Party is shown as Sri Raghupathi Bhat, Artist, residing at No.81, Sudhama, K.C. Layout, Mysore and the second party is shown as Executive Officer, Palace Board, Mysore. The stamp paper was purchased 8 days before the execution of agreement. The contract value shown in the Agreement is Rs.12,94,886/-.

11. The date of execution of Agreement is not affixed below the signature of agency/contractor or the first Respondent Deputy Director. The first Respondent has accepted the agreement on behalf of the Governor of Karnataka.

12. On 11/2/2013, the respondent has written letter to M/s. Mysore Assayers and Hall Marking Centre, Mysore for testing the quality of gold that is proposed to be used for the work. In the letter, it stated that sample of gold that is proposed to be used for execution of work was sent along with the letter. It is important to note that the letter is dated 11/2/2013. As per the work order, the commencement of work was 1/2/2013. There is no certificate

issued by Mysore Assayers and Hallmarking Centre in response to the letter dated 11/2/2013 of the first Respondent. The first Respondent or the agency has not furnished the details of source of acquiring the gold.

13. The first Respondent has not produced the Bills relating to purchase of total quantity of gold alleged to have been purchased by Sri Raghupathi Bhat and his financial capacity to execute the work.

14. As per the Contract Certificate, the measurement of work are shown to have been recorded on 12/2/2013 by the Officer in charge of work - second Respondent B.R. Muralidhar Rao, Assistant Engineer of the Palace Board. The third Respondent - Sub-Divisional officer / Technical Assistant, Panchayath Raj Engineering Circle, Mysore has attested that measurements were checked by him on 13/2/2013. Neither the officer in charge of work nor the Sub Divisional officer, who certified the measurements had any previous experience to verify the quality and quantity of work.

15. There is reference to pages 1 - 2 of Measurement Book No.3320 on the contract certificate. But the measurement book is suppressed by the respondents.

16. The Bill was passed for a sum of Rs.12,92,908/- and after statutory deductions, the net amount of the Bill is shown as Rs.11,50,689/-. The cheque number and date by which the amount was paid to the agency is not mentioned in the contract certificate. The date of passing the Bill is also not stated in the

contract certificate. The Contract Certificate does not have the verification from the fifth Respondent Sri K.B. Eshwarappa, Accounts Superintendent.

17. The details of work appended to the contract certificate do not specify the quality and quantity of work. On the other hand, the quantity, rate and cost was specified to make the amount to Rs.12,92,908. The details of work enclosed to the Contract certificate are as follows:-

Sl. No.	Items of Works: Providing Gold Leafing to the flour number of pillars at the entrance of silver door to private darbar hall at Mysore Palace, Mysore.	Unit
1	Supplying and fixing the gold leafing to the pillars and to the border of paintings on the walls of Private Darbar Hall; to fix the gold leaf with suitable adhesive and other materials as per artistic design, size and shape. This includes cost of materials, labour, scaffolding, transportation and all incidental charges work should be carried out as per the instruction and directions of the Engineer-in charge.	Sq.Ft
2	Carrying out the repair works in the pillars and the walls of Private darbar Hall by filling the holes and rectifying the broken edges to bring it to proper alignment and shape as to match with the existing structure using pure sand, jaggery, lime and other suitable materials after cleaning the pillars to remove the oily substances using non toxic herbal materials. The pillars should then be painted using natural colours to the maximum extent and using artificial colours to the minimum. The entire work should be carried out as per the detailed specifications enclosed herewith. The work is inclusive of cost of materials, labour, scaffolding transportation and all incidental charges. The work should be carried out as per the directions of the	Sq.ft.

Engineer in charge of work.	
-----------------------------	--

In the next page, the details of measurements are mentioned. The details are as follows:-

Previous Measurements		Present Measurement			Total Date	Up-to-	Remarks
Qty	Cost	Qty.	Rate	Cost	Qty	Cost	
		150.40	8000.00	1203200	150.40	1203200	
		224.27	400.00	89708	224.27	89708	
				1292908		1292908	

18. As per the list of EMDs, the EMD in relation to the work is obtained from the Agency Sri Raghupathy Bhat by way of FDR No. 4851500142174301 dated 31/1/2013 for a sum of Rs.32,500/- held at Karnataka Bank, Chamundipuram Branch, Mysore. The EMD should have been deposited in the Government Account and it should be at the disposal of the Government. It should not have been in the form of FDR held in the name of Sri Raghupathy Bhat and it should not have been accepted.

19. The Contract certificate does not specify the rate of EMD to be furnished by the Agency. The EMD obtained by the Palace Board from Sri Raghupathy Bhat in the form of FDR No. FDR No. 4851500142174301 dated 31/1/2013 held at Karnataka Bank, Chamundipuram Branch, Mysore for a sum of Rs.32,500/- is not even 3% of the amount of contract value.

20. The work completion report does not bear the signature of the contractor and first Respondent. On the other hand, the signature of officer in charge of work Sri B.R. Muralidhara Rao, AE

- second Respondent and Technical Assistant, Panchayath Raj Engineering Circle, Mysore- third Respondent, who do not have expertise in the gold leafing work have affixed their signatures.

21. In relation to the work of Providing Gold Leafing to the Pillars and on the Walls of Private Darbar Hall Pillars at Mysore Palace, Mysore:- The work was entrusted to Sri Raghupathi Bhat, by Work Order dated 31/1/2013 issued by Respondent Deputy Director, Mysore Palace Road, Mysore. As per the work order, the date of commencement of work was 1/2/2013 and expected date of completion was 8/3/2013. The estimated cost of work was Rs.42,00,000/- and the amount put to tender was Rs.41,96,160/-. The copy of the work order is marked to Assistant Engineer and Accounts Superintendent.

22. The estimate of the work was not furnished by the Respondent. On the obverse of the Work Order, there is a Certificate furnished by National Research Laboratory for Conservation of Cultural Property, Inorganic Research Division, Lucknow. The certificate furnished by National Research Laboratory for Conservation of Cultural Property does not bear the date. The brief description of the object is shown as 2 gold coins. The Analysis report of Gold coins by Micro XRF reads thus;

Gold Coin	Elemental Composition of Gold coin	
	Major element (%)	Minor element (%)
<u>Lucky Lakshmi</u> Direct on naked coin surface obverse side	Gold - 94.61 Bismuth -2.69	Copper-0.72, Nickel-0.72 Iron-.0.68, Zinc-0.55
<u>Lucky Lakshmi</u>	Gold - 94.29	Iron-0.84

Direct on naked coin surface obverse side	Bismuth -2.79	Copper-0.81, Nickel-0.62 Zinc-.062
<u>Reliance mony</u> Direct on naked coin surface obverse side	Gold - 94.47 Nickel-1.19	Copper-0.75, Zinc-0.57
<u>Reliance mony</u> Direct on naked coin surface obverse side	Gold - 94.65 Nickel-1.05	Copper-0.66, Zinc-0.61

The agency has not produced the receipts showing total quantity of gold coins, source of purchase and its authority to purchase the gold coins. The certificate given by National Research Laboratory for Conservation of Cultural Property does not bear the seal and signature. Even it does not bear the identification and designation of author of so-called certificate.

23. The e-stamp paper for agreement was purchased on 22nd January 2013 and the Tender Agreement bearing No.03/ 2012-13 was entered on 31/1/2013 i.e., after 8 days of purchase of stamp paper. In the Agreement, name of work is shown as Providing Gold Leafing to the Pillars and on the Walls of Private Darbar Hall in Mysore Palace Premises. It is stated in the Agreement that the estimate is prepared as per the rates approved by the Technical Committee formed and the rate list is duly signed by the agency and appended to the Agreement. But the first Respondent has not furnished the estimate in relation to the above work. He has not stated which is the Technical Committee and who are the members of Technical Committee. The amount put to tender is shown as Rs.41,96,160/-.

24. The details of EMD furnished by the agency in relation to the above work are stated as follows:-

Sl. No.	Name of work	Agency	EMD Details
2	Providing Gold Leafing to the Pillars on the Walls of Private Darbar Hall at Mysore Palace	Sri Raghupathy Bhat	FDR No.4851500142174201 dt. 31.01.2013 of Karnataka Bank, Chamundipuram Branch, Mysore for Rs.84,000/-

The EMD furnished by Agency is equal to 2% of the estimated amount. It is interesting to notice that the EMD is furnished in the form of FDR No. No.4851500142174201 dt. 31.01.2013 of Karnataka Bank, Chamundipuram Branch, Mysore. The amount was not remitted to the Government account.

25. The first Respondent has produced a certificate given by M/s. Surya Assayer's and Hallmarking Centre, No.2787, K.R. Complex, Halladakeri, Mysore 570 001 (Computerised Gold Assay Report) dated 27/2/2013. It is interesting to notice that the report was furnished on 27/2/2013, whereas the work was commenced on 1/2/2013. In other words, the quality of gold was tested after commencement of work.

26. The work completion report does not bear date. It is attested by Sri Muralidhara Rao, Assistant Engineer of Mysore Palace Board (second Respondent) and Sri Parashivamurthy, Assistant Executive Engineer, Technical Assistant, Panchayath Raj Engineering Circle, Mysore (third Respondent). The work completion report does not bear the signature of agency/contractor. On the obverse of the Work Completion Report, an

order is passed by the Respondent granting approval for payment of a sum of Rs.17,01,424/- to Sri Raghupathi Bhat, Mysore. The work was not inspected every day and check measurements are not taken every day as and when the work was completed.

27. In relation to the above work, two contract certificates were prepared. In the first and part bill, the total value of work done is shown as Rs.24,96,108/- and after statutory deductions of Rs.2,74,571/-, the Bill was passed for a sum of Rs.22,21,537/-.

28. In the contract certificate, there is reference to page Nos. 4-5 of Measurement Book No.3320. But the Respondents have not produced the copy of measurement book and they have suppressed the same. The officer in charge of work Sri Muralidhara Rao, AE (second Respondent) has recorded that he had taken measurements on 12/2/2013. The Sub Divisional Officer Technical Assistant, Panchayath Raj Engineering Circle, Mysore, Sri Rajashekaregowda, (third Respondent) has certified that he has taken the check measurements on 13/2/2013. The officer in charge of work and the Sub Divisional Officer, did not have expertise knowledge to take the measurements and check measurements of the work. The work appended to the Contract Certificate reads thus;

1. No.	Items of Works: Providing Gold Leafing to the Pillars and on the walls of Private Darbar Hall at Mysore Palace, Mysore	Uni
1	Supplying and fixing the gold leafing to the pillars and to the border of paintings on the walls of private Darbar hall; to fix the gold leaf with suitable adhesive and other materials as per artistic design, size and shape. This includes cost of materials,	Sq.Ft

	labour, scaffolding, transportation and all incidental charges work should be carried out as per the instruction and directions of the Engineer-in charge	
2	Carrying out the repair works in the pillars and the walls of Private Darbar Hall by filling the holes and rectifying the broken edges to bring it to proper alignment and shape as to match with the existing structure using pure sand, jiggery, lime and other suitable materials after clearing the pillars to remove the oily substances using non-toxic herbal materials. The pillars should then be painted using natural colours to the maximum extent and using artificial colours to the minimum. The entire work should be carried out as per the detailed specifications enclosed herewith. The work is inclusive of cost of materials, labour, scaffolding transportation and all incidental charges. The work should be carried out as per the directions of the Engineer in charge of work.	Sq. Ft.

All these documents are make believe documents without proper verification of work. The first Respondent Deputy Director has passed the bill. The Respondent Deputy Director has not affixed the date on which he had passed the Bill. So also, the fifth Respondent Accounts Superintendent, who has attested the Bill has not put the date. The cheque Number by which the amount was paid to the agency/contractor is left blank.

29. In Second and final Bill in relation to the above work, the total value of work done is shown as Rs.41,97,532/- and after deduction of amount of 1st and part bill this Bill was passed for a sum of Rs.17,01,424/-. After statutory deductions of Rs.2,08,144/- an amount of Rs.14,93,280/- is shown to have been paid to the agency/contractor. The first Respondent Deputy Director who has attested the bill has not put the date on which

the Bill was passed. The fifth Respondent Accounts Superintendent has also not put the date below his signature.

30. In the second and final bill, there is reference to the Agreement No.3/2012-13 dated 31/1/2013. The officer in charge of work – Sri B.R.Muralidhara Rao (second Respondent) has recorded that he had taken measurement on 8/3/2013 and recorded at pages 7 – 10 of measurements book No.3320. The check measurements are shown to have been recorded by the Sub Divisional Officer – Sri Parashivamurthy (fourth Respondent), without his designation. The officer in charge of work and the Sub Divisional Officer who had taken check measurements did not have expertise of gold leafing work. The qualitative and quantitative execution of work have not been verified.

31. **In relation to the work of Providing Gold Leafing to the Pillars and on the Walls of Kalyana Mantap at Mysore Palace, Mysore:-** Technical details were submitted by Assistant Engineer of Mysore Palace Board, Mysore; the Technical Assistant, Panchayath Raj Engineering Circle, Mysore and the Respondent Deputy Director, Mysore Palace Board, Mysore. The work order in relation to the above work was issued on 12/2/2013 by the first Respondent Deputy Director. As per the Work order, the commencement of work was on 12/2/2013 and the expected date of completion of work was shown as 30/4/2013. The estimated cost of work is shown as Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs only) and the amount of contract is shown as Rs.1,09,95,596/- (Rupees One Crore Nine Lakhs Ninety Five

Thousand Five Hundred Ninety Six only). The work was entrusted to Sri Raghupathi Bhat, 81, Sudhama K.C. Layout, Mysore.

32. The estimate for the above work was prepared by the second Respondent Sri B.R. Muralidhara Rao, Assistant Engineer of Mysore Palace Board, Mysore; Technical Assistant, Panchayath Raj Engineering Circle, Mysore and Deputy Director, Mysore Palace Board, Mysore. The quality, quantity and amount stated in the Estimate are as vague as it could be. The estimate reads thus;

Name of work : Estimate for Gold Leafing to the Pillars and on the Walls of Kalyan Mantap Hall at Mysore Palace Mysore.

Sl. No.	Description of works	Unit	No	L	B	D	Qty	Tqty	Rate	Amount
1	Supplying and fixing the gold leafing to the pillars and to the border of paintings on the walls of Kalyan Mantap ; to fix the gold leaf with suitable adhesive and other materials as per artistic design, size and shape. This includes cost of materials, labour, scaffolding, transportation and all incidental charges work should be carried out as per the instructions and directions of the Engineer-in charge									
	Bottom Peeta	Sq In	4	18.5	2	11.00	1628			
	Ring	Sq In	1	58		5.00	290			
	Pillars	Sq In	1	54		14.50	783			
	Kalashas	Sq In	1	57	2	5.00	570			
	Flower	Sq In	1	53		20.00	1060			
	Strips	Sq In	12	1		200.00	2400			
							6731			
A	For 28 pillars	Sq Ft	28				46.743	1308.81		
	Top		10	2		42.00	840			
	Strips		10	2		45.00	900			
							1740	12.0833		
								1320.89	8000.00	10567111
2	Carrying out the repair works in the pillars and the walls of Kalyan mantap by filling the holes and rectifying the broken edges to bring it to proper alignment and shape as to match with the existing structure using pure sand, jiggery, lime and other suitable materials after cleaning the pillars to remove the oily substances using non toxix herbal materials. The pillars should then be painted using natural colours to the maximum extent and using artificial colours to the minimum. The entire work should be carried out as per the					Sq ft				

detailed specifications enclosed herewith. The work is inclusive of cost of materials, labour, scaffolding transportation and all incidental charges. The work should be carried out as per the directions of the Engineer in charge of work								
	Sq Ft							
		28	54		60	90720		
		28	45		200	252000		
						342720	2380	
	Deduct A						1308.81	
							1071.19	400.00
								428477.8
3	Miscellaneous							
			Tota 1					4411
								11000000

(Rs. One Hundred Ten Lakhs Only)

33. The e-stamp paper for Tender Agreement No.05/2012-13 was purchased on 22/1/2013. The Agreement was entered into on 12/2/2013. The e-stamp was purchased 20 days before the date of agreement. In the agreement, the value of work is shown as Rs.1,09,95,596/- and entrusted to the agency. The signature of the parties to the Agreement do not bear the date. The first Respondent Deputy Director of Mysore Palace Board has accepted the above Agreement on behalf of the Governor of Karnataka.

34. The details of work entrusted to the agency is appended to the agreement. The work stated therein is different from the undated estimate prepared by the Assistant Engineer of the Palace Board and first Respondent Deputy Director. On the other hand, it is signed by the Contractor and Deputy Director of Mysore Palace Board, Mysore. The estimate appended to the agreement reads thus;

Name of Work: Providing Gold Leafing to the Pillars and on Walls of Kalyana Mantap at Mysore Palace, Mysore.

Sl. No.	Particulars	Unit	Qty.	Fig	Words
1	Supplying and fixing	Sft.	1320.	8000	Rs. Eight

	the gold leafing to the pillars and to the border of paintings on the walls of Kalyan Mantap; to fix the gold leaf with suitable adhesive and other materials as per artistic design, size and shape. This includes cost of materials, labour, scaffolding, transportation and all incidental charges work should be carried out as per the instructions and directions of the Engineer-in charge		89		Thousand only
2	Carrying out the repair works in the pillars and the walls of Kalyan mantap by filling the holes and rectifying the broken edges to bring it to proper alignment and shape as to match with the existing structure using pure sand, jiggery, lime and other suitable materials after cleaning the pillars to remove the oily substances using non toxix herbal materials.The pillars should then be painted using natural colours to the maximum extent and using artificial colours to the minimum. The entire work should be carried out as per the detailed specifications enclosed herewith.The work is inclusive of cost of materials, labour	Sft.	1071. 19	400	Rs. Four Hundred Only

	scaffolding transportation and all incidental charges. The work should be carried out as per the directions of the Engineer in charge of work				
--	---	--	--	--	--

35. The details of EMD furnished by the agency in relation to the above work are stated as follows:-

Sl. No.	Name of work	Agency	EMD Details
1	Providing Gold Leafing to the Pillars on the Walls of Kalyan Mantap at Mysore Palace	Sri Raghupathy Bhat	FDR No.4851500142174501 dt. 11/2/2013 of Karnataka Bank, Chamundipuram Branch, Mysore for Rs.200000/-

It is interesting to notice that the EMD is furnished in the form of FDR No. No.4851500142174201 dt. 31.01.2013 of Karnataka Bank, Chamundipuram Branch, Mysore. The amount was not remitted to the Government account.

36. A D.C. Bill No. 11/2012-13 dated 15/3/2013 was prepared in respect of the above work. Total expenditure towards the above work is shown as Rs.1,09,90,400.00 and deduction of Rs.5,49,520/- is shown and the net amount of the Bill is shown as Rs.1,04,40,880.00. An Annexure-A was enclosed to the bill for issuing Cheques in relation to the above Bill as follows:-

1	Raghupathy Bhat, Contractor, Mysore	96,71,552.00
2	Karnataka State Building & Other Construction workers Welfare fund	1,09,904.00
3	Deputy Director, Mysore Palace Board, Mysore	6,59,424.00
	Total	1,04,40,880.00

37. The Contract Certificate in relation to the above work was prepared. The total value of work done is shown as Rs.1,09,90,400/- and after statutory deductions of Rs.13,18,848/- an amount of Rs.96,71,552/- is shown to have been paid to the agency. The details of cheque number and date are not stated in the contract certificate. The first Respondent Deputy Director, Mysore Palace Board and the fifth Respondent - Accounts Superintendent have affixed their signatures on the Contract Certificate without mentioning the date of passing of the Bill.

38. In the contract Certificate, there is reference to Agreement pages 22-23 of Measurement Book No. 3320. But the copy of the measurement book is not furnished by the Respondents. The second Respondent Sri Muralidhara Rao - officer in charge of the work has shown that he had taken measurement of work on 15/3/2013 and the Sri Parashivamurthy - fourth Respondent as Sub Divisional officer has recorded that he had taken check measurements on 15/3/2013. The designation of the Sub Divisional officer is not found on the Contract Certificate.

39. The details of work appended to the Contract Certificate is reiteration of estimate. The details appended reads as follows:-

Sl. No.	Items of works: Providing Gold Leafing to the Pillars and on the Walls of Kalyan Mantap at Mysore Palace, Mysore.	Unit
1	Supplying and fixing the gold leafing to the pillars and to the border of paintings on the walls of Kalyan Mantap ; to fix the gold leaf with suitable adhesive and other materials as per artistic design, size and shape. This includes cost of materials, labour, scaffolding, transportation and all incidental	Sft.

	charges work should be carried out as per the instructions and directions of the Engineer in charge	
2	Carrying out the repair works in the pillars and the walls of Kalyan mantap by filling the holes and rectifying the broken edges to bring it to proper alignment and shape as to match with the existing structure using pure sand, jiggery, lime and other suitable materials after cleaning the pillars to remove the oily substances using non toxix herbal materials. The pillars should then be painted using natural colours to the maximum extent and using artificial colours to the minimum. The entire work should be carried out as per the detailed specifications enclosed herewith. The work is inclusive of cost of materials, labour scaffolding transportation and all incidental charges. The work should be carried out as per the directions of the Engineer in charge of work	Sft.

In the second page, the Quantity, Rate, Cost of Previous Measurements and Present Measurements are stated. The details are as follows:-

Previous Measurements		Present Measurements			Total Up-to-date		Remarks
Qty	Cost	Qty	Rate	Cost	Qty	Cost	
		1300.80	8000	10406400			
		1460.00	400.00	584000	1460.00	584000	
				10990400		10990400	

40. The Report of Assayer namely M/s. Surya Assayer's & Hallmarking Centre, No. 2787, K.K. Complex, Halladakeri, Mysore 570 001 (Computerised Gold Assay Report) is dated 11/3/2013. The purity of gold is stated as 97.49% and Karat 23.40. At this

juncture, it is necessary to state that as per the Contract Certificate, the measurement of work was taken on 15/3/2013 and check measurements were taken on 15/3/2013. The date of Agreement is dated 12/2/2013. It is not clear as to how the gold was tested by M/s. Surya Assayer's & Hall marking Centre on 11/3/2013. The Sample is shown as Gold leap weighing 0.100. This certificate was prepared after the work had commenced.

41. There is also another Certificate issued by National Research Laboratory for Conservation of Cultural Property (Inorganic Research Division), Lucknow. The date of submission of sample is stated as 12/2/2013. In the letter dated 21/2/2013 of the Director of National Research Laboratory for Conservation of Cultural Property, Lucknow, it is stated that the information was given with reference to the letter of the Respondent vide No. EO/DD/MPB/AE-2/Testing of Gold/2012-13/727 dated 7/1/2013 and the gold sample (two) which were received from the first Respondent's office have been analysed and report is enclosed. It is interesting to notice that the letter of communication is by first Respondent dated 7/1/2013, without verifying the sample of gold. It is not clear as to how first Respondent has obtained certificate from the Assayer namely Surya Assayer's & Hallmarking Centre, Lucknow and again from National Research Laboratory for Conservation of Cultural Property. The report is communicated by letter dated 21/2/2013. In other words, the report of quality of gold was received after commencement of work, which is stated to have been commenced on 12/2/2013. The Report of Analysis is also after the commencement of work. It is interesting to notice that estimated amount of the above work was Rs.1,10,00,000/-

and the contract amount is Rs.1,09,95,596/- and the said Gold Testing Certificate was signed on 19/2/2013. It looks as if the same gold coins were used for execution of the above work for execution of work for a sum of Rs.1,09,95,596/-.

42. **In relation to the work of Providing Gold Leafing to the Pillars and on the Walls of Main Darbar Hall at Mysore Palace, Mysore:-** An estimate for a sum of Rs.1,85,00,000/- was prepared by second Respondent Sri Muralidhara Rao Assistant Engineer of Mysore Palace Board, Mysore and first Respondent Deputy Director of Mysore Palace Board, Mysore. The seal of Technical Assistant, Panchayath Raj Engineering Circle, Mysore is affixed on the estimate. The above persons have no expertise in preparation of the estimate for the above work. They did not consult any expert for preparation of above estimate. The annexures to the estimate is as vague as it could be. The details of estimate are as follows:-

Name of work : Estimate for Gold Leafing to the Pillars and on the walls of the Main Darbar Hall at Mysore Palace, Mysore.

Sl. No.	Description of works	Unit	No	L	B	D	Qty	Tqty	Rate	Amount
1	Supplying and fixing the gold leafing to the pillars and to the border of paintings on the walls of Main Darbar Hall ; to fix the gold leaf with suitable adhesive and other materials as per artistic design, size and shape. This includes cost of materials, labour, scaffolding, transportation and all incidental charges work should be carried out as per the instruction and directions of the Engineer-in charge.									
	Four Pillars Attached 20 Nos.									
	Bottom Flower	Sq In	1	33		6.50	214.5			
	Bottom Petals	Sq In	1	27		2.50	67.5			
	Bottom Ring	Sq In	1	30		3.50	105			
	Naga	Sq In	1	27		3.00	81			
	Kumbala	Sq In	7	5		2.50	87.5			
	Kumbala Dala	Sq In	2	29.5		3.00	177			
	Ring	Sq In	1	31		2.50	77.5			
	Small Naga	Sq In	1	27		3.00	81			
	Dodda Naga	Sq In	1	29		4.00	116			
	Central Flower	Sq In	2	30.5		8.50	518.5			
	Strips	Sq In	7	1.25		27.0	236.25			

					0				
Top Flower	Sq In	2	28		9.00	504			
Top Ring	Sq In	1	27		4.00	108			
	Sq In	1	27		2.00	54			
Flower	Sq In	1	35		12.00	420			
	Sq In					2847.75			
OR	Sq Ft					1978			
For 86 Pillars					A		1582.08		
Two Pillars attached with two flat surfaces									
For 2 Sides									
	Sq In	2	33		7	462			
Petals	Sq In	2	27		2.25	121.5			
Ring	Sq In	2	29		3.5	203			
Naga	Sq In	2	28		2	112			
	Sq In	2	10		7	140			
Ring	Sq In	2	34		3	204			
	Sq In	2	31		2.5	155			
Chikka Naga	Sq In	2	28		2	112			
Dodda Naga	Sq In	2	33		4	264			
Flower	Sq In	2	36		9	648			
Strips	Sq In	16	1		27	432			
Flower	Sq In	2	37		8	592			
Ring	Sq In	2	33.5		4	268			
Ring	Sq In	2	32		2	128			
Top Flower	Sq In	2	37		9	666			
Top Ring	Sq In	2	30		5	300			
Top Ring	Sq In	2	30		3	180			
Top Flower	Sq In	2	32		10	640			
Central Portion	Sq In								
Bottom Flower	Sq In	2	40		7	560			
Naga	Sq In	2	34		2	136			
Ring	Sq In	2	37		3	222			
Strips	Sq In	4	2		50	400			
	Sq In	1	19		27	513			
	Sq In	6	0.5		27	81			
	Sq In	1	20		7	140			
	Sq In	1	37		4.5	166.5			
	Sq In	1	32.5		2	65			
	Sq In	1	41		11	451			
						8362			
OR	Sq Ft					58.07			
For 10 Nos					B		580.694		
							2162.78	8000.00	17302222
Carrying out the repair works in the pillars and the walls of Main darbar Hall by filling the holes and rectifying the broken edges to bring it to proper alignment and shape as to match with the existing structure using pure sand, jiggery, lime and other suitable materials after cleaning the pillars to remove the oily substances using non toxic herbal materials. The pillars should then be painted using natural colours to the maximum extent and using artificial colours to the minimum. The entire work should be carried out as per the detailed specifications enclosed herewith. The work is inclusive of cost of materials, labour, scaffolding transportation and all incidental charges. The work should be carried out as per the directions of the Engineer in charge of work.					Sq ft				

	Sq In	20	230		120	552000			
	Sq In	11	122		120	161040			
						713040	4951.67		
	Deduct (A)						1582.08		
	Deduct (B)						580.69		
	Net Qty						2788.89	400.00	1115556
	Miscellaneous								82222
					Tota 1				18500000

(Rs. One Hundred Eighty Five Lakhs only)

43. The first Respondent has enclosed cross section of the pillars. It does not indicate the basis on which the estimate was prepared.

44. The work was entrusted to Sri Raghupathy Bhat by Work Order dated 6/2/2013 issued by Respondent. The date of commencement of work is shown as 7/2/2013 and expected completion of work is dated 30/3/2013. The estimated cost of work is shown as Rs.185,00,000/-. The contract amount agreed by the contractor is shown as Rs.1,84,17,888/-.

45. The e-stamp paper for entering Tender Agreement dated 4/2012-13 dated 6/2/2013 was purchased on 22nd January 2013. The stamp paper was purchased about 15 days earlier to the date of agreement. In the agreement, it is stated that the estimate was prepared as per the rates approved by the Technical Committee formed and the rate list is duly signed by the Contractor. The Respondent has not furnished the details of members of the Technical Committee.

46. The Agreement does not bear the signature of first Deputy Director, Mysore Palace Board, wherein the Agreement was accepted on behalf of the Governor of Karnataka. The signature

and names of witnesses to the agreement are invisible. The signature of the contractor does not bear the date. The nature of work appended to the agreement are different from the estimate. The details of work appended to the agreement are as follows:-

Sl. No.	Item of work : Estimate for Gold Leafing to the Pillars and on the walls of the Main Darbar Hall at Mysore Palace, Mysore	Unit
1	Supplying and fixing the gold leafing to the pillars and to the border of paintings on the walls of Main Darbar Hall ; to fix the gold leaf with suitable adhesive and other materials as per artistic design, size and shape. This includes cost of materials, labour, scaffolding, transportation and all incidental charges work should be carried out as per the instruction and directions of the Engineer-in charge.	Sq. Ft
2	Carrying out the repair works in the pillars and the walls of Main darbar Hall by filling the holes and rectifying the broken edges to bring it to proper alignment and shape as to match with the existing structure using pure sand, jiggery, lime and other suitable materials after cleaning the pillars to remove the oily substances using non toxic herbal materials. The pillars should then be painted using natural colours to the maximum extent and using artificial colours to the minimum. The entire work should be carried out as per the detailed specifications enclosed herewith. The work is inclusive of cost of materials, labour, scaffolding transportation and all incidental charges. The work should be carried out as per the directions of the Engineer in charge of work.	Sq. Ft.

47. The Respondent has submitted a letter dated 21/2/2013 from the Director, National Research Laboratory for Conservation of Cultural Property, Sector E/e. Aliganj, Lucknow. In this letter there is reference to letter addressed by the Respondent vide No.EO/DD/MPB/AE-2/ Testing of Gold/2012-13/727 dated 7/1/2013. It is interesting to notice that the agreement between the Respondent and the agency was dated 6/2/2013. The commencement of work as per Work order is dated 7/2/2013. But

the first respondent has sent the gold sample for testing to National Research Laboratory for Conservation of Cultural Property on 7/1/2013 before one month to the date of contract. The Analysis report as per annexure to the above letter dated 21/2/2013 states that the Respondent had written letter dated 7/1/2013 and sent two gold coins to National Research Laboratory for Conservation of Cultural Property, Lucknow for analysis and report. The report of analysis is sent along with letter dated 21/2/2013 i.e., after commencement of work on 7/2/2013.

48. In relation to the same work, the first Respondent has produced the certificates dated 12/2/2013, 27/2/2013, 1/3/2013 and 8/3/2013 issued by M/s. Surya Assayer's & Hall Marking Centre, No.2787, K.K. Complex, Halladakeri, Mysore 570 001. In the said certificates, the purity of gold is stated as 99.90, 99.90, 99.90 and 99.88 respectively, whereas the purity of gold as tested by the National Research Laboratory for Conservation of Cultural Property, Lucknow is shown as 94.61, 94.29, 97.47 and 97.65%. These reports of M/s. Surya Assayer's & Hallmarking Centre and the National Research Laboratory for Conservation of Cultural Property, Lucknow cannot be reconciled.

49. There are two Bills prepared in relation to the above work. In the first and part bill the total value of work done is shown as Rs.1,23,64,620/-. However, the bill is stated as first and final bill. After statutory deductions of Rs.14,83,754/-, a sum of Rs.1,08,80,866/- is shown to have been paid to the agency. The details of cheque number and date by which the amount was paid to the Agency is not mentioned.

50. In the first and part Bill, there is reference to page Nos.12-15 of Measurement Book No. 3320. But the Respondents have not furnished the copy of the measurement Book. Sri B.R. Muralidhara Rao, second Respondent being officer in charge of work has stated that he had taken measurements of work on 8/3/2013 and the fourth Respondent Sri Parashivamurthy, Sub Divisional officer, has stated that he had taken check measurements on 8/3/2013. The first Respondent Deputy Director of Mysore Palace Board and the fifth Respondent Accounts Superintendent who have attested the Bill have not put the date on which the Bill was passed.

51. In the Second and final bill dated 13/3/2013 (date overwritten as 15/3/2013), the total value of work done is shown as Rs.1,84,84,300/-. The value of first and part Bill of Rs.1,23,64,620/- is deducted and for a remaining sum of Rs.61,19,680/- deducting statutory deductions of Rs.7,35,482/-, a sum of Rs.53,84,198/- was paid to the agency. There is overlapping of Bill B.R. No.13 and B.R. No. 10/ 13.3.2013. Interestingly, the first Respondent Deputy Director and the fifth Respondent Accounts Superintendent have not put the date below their signatures on the Bill.

52. In the second and final bill, there is reference to page Nos. 17-20 of Measurement Book No. 3320. But the Respondents have not furnished the copy of the measurement Book. Sri B.R.Muralidhara Rao – second Respondent, being officer in charge of work has recorded that he had taken the measurements of work on 15/3/2013 and Sri Parashivamurthy, fourth Respondent being

Sub Divisional officer has recorded that he had taken the check measurements on 15/3/2013 itself. The Sub Divisional officer has not shown his designation. The signature of contractor on the first and part bill and the second and final bill are different.

53. The first and part bill and the second and final bill are not supported by work completion certificates. The details of work done enclosed to the second and final bill are as follows:-

Sl. No.	Item of works: Providing Gold leafing to the Pillars and on the walls of main Darbar Hall at Mysuru Palace, Mysuru	Unit
1	Supplying and fixing the gold leafing to the pillars and to the border of paintings on the walls of Main Darbar Hall ; to fix the gold leaf with suitable adhesive and other materials as per artistic design, size and shape. This includes cost of materials, labour, scaffolding, transportation and all incidental charges work should be carried out as per the instruction and directions of the Engineer-in charge.	Sq. Ft
2	Carrying out the repair works in the pillars and the walls of Main darbar Hall by filling the holes and rectifying the broken edges to bring it to proper alignment and shape as to match with the existing structure using pure sand, jiggery, lime and other suitable materials after cleaning the pillars to remove the oily substances using non toxic herbal materials. The pillars should then be painted using natural colours to the maximum extent and using artificial colours to the minimum. The entire work should be carried out as per the detailed specifications enclosed herewith. The work is inclusive of cost of materials, labour, scaffolding transportation and all incidental charges. The work should be carried out as per the directions of the Engineer in charge of work.	Sq.Ft.

In the second page, the Previous measurements, Present Measurement and total Up-to-date are stated, which are as follows:-

Previous measurements		Present measurements			Total Up-to-date		Remarks
1407.54	11260320	697.89	8000	5583120	2105.43	16843440	
2760.75	1104300	1341.40	400	536560	4102.15	1640860	
				6119680		18484300	

54. The first Respondent had issued a Notice dated 22/3/2013 to the Agency Sri Raghupathi Bhat. In the said notice, it is stated that the execution of gold leafing work on some of the parts of pillars, there was no sufficient gold leafing and there was defective layers of gold. Therefore, the agency was directed to do the gold leafing work on the said parts afresh. This notice dated 22/3/2013 was issued in relation to the work of execution of gold leafing work on the pillars of Palace Kalyana Mantap. It is seen that in pursuant to this show cause notice, the Respondent had not bothered to verify, if the part of work was executed afresh by the agency.

55. In relation to the above items of works the following common conditions were imposed in each of the Tender Agreements.

- 1) The work shall be carried out by the agency by his own artist/men as per the estimated specifications.
- 2) The responsibility of procuring all materials, including gold would be that of the agency.
- 3) The work will be inspected by the officers of Mysore Palace Board and by the members of technical committee and they reserve the right to suggest/modify any work which shall be attended by the agency immediately.
- 4) The Agency is deemed to have acquainted himself with the condition regarding labour and materials, general and special conditions of the contract specification of the works and the time allowed for completion of work.
- 5) The workers employed by the agency should abide by the rules and regulation of the Government.

- 6) The agency shall bind himself responsible for good behaviour of himself and his workmen towards the department staff and should offer all facilities for the supervision verification and control on the quantity and quality of work by them time to time.
- 7) The agency shall hold himself responsible for the act of his agent and other person employed by him for the purpose of the works.
- 8) Compensation to Workman: The agency shall pay compensation (as per workman compensation Act) in force to the disabled worker working under him or any injury for death caused or occurred during the execution of the work; failing which the amount will be deducted from the bill and paid to the injured or the legal heirs of the deceased.
- 9) The agency shall not employ any person who is under age of 14 years.
- 10) The agency shall hold responsible for any damages to the structure/article during execution of work and agency should make good for any damages.

56. The Tender Agreement stated to have been executed between the first Respondent Deputy Director and Agency is apparently vague. The conditions specified are not binding and enforceable. The first condition does not specify the work shall be carried out by skilled artisan who has previous experience. The second condition of procuring all materials, including gold was that of Sri Raghupathi Bhat. However, the purity of gold was not specified. There was no condition regarding verification of quality and quantity of gold before execution of work as also the source of procuring gold. The third condition retarding inspection of work by officers of Mysore Palace Board and by Members of Technical Committee and reserving right to suggest/modify any work, which

shall be attended by the agency immediately is rather never happened. The fourth condition specifying that agency is deemed to have acquainted himself of the condition regarding labour and materials, general and special conditions of the conditions of the contract, specification of the works and time, there is no material to show that the agency/ contractor Sri Raghupathi Bhat has executed any previous work of similar nature and he was the sole agency who could have executed the work. The agency has not furnished any certificates regarding previous executions of work of similar nature. The inspection by Members of the Technical Committee or the officers of Palace Board is as vague as it could be. The other conditions are superfluous and redundant, which could not have been implemented.

57. **In relation to the work of laying of flooring to the Elephants' shelter behind Kodisomeshwara Temple in the Palace Premises:-** The work order was issued on 28/4/2012 by the Respondent Deputy Director to Sri N. Kushalkumar, First Class Contractor, No.239, Jatti Street, Nazarbad, Mysuru. The estimated cost of this work is shown as Rs.20,00,000/- and the amount of contract is shown as Rs.21,04,472/-.

58. The Tender agreement for the above work is incomplete.

59. The Contractor has submitted the bill for a sum of Rs.20,45,153/- and after statutory deductions of Rs.2,53,183/- an amount of Rs.17,91,970/- was paid to the Contractor. The first Respondent Deputy Director and the fifth Respondent Accounts Superintendent have affixed their signature without putting the date on which the Bill was passed. The officer in charge of work

has recorded that he had taken measurements of work on 25/8/2012 and recorded the same at pages 1 – 4 of measurement book No.1012. The third Respondent Sri C.S. Rajashekaregowda has recorded that he had taken check measurements on 26/8/2012. The items of work mentioned on the obverse of the Contract Certificate do not bear the details of estimate. The tender was not called in relation to this work. The first Respondent Deputy Director, had on his own entrusted the work to the contractor Sri N. Kushal Kumar.

60. In relation to the expertise of Sri Raghupathi Bhat, the first Respondent has furnished particulars to show that he had acquired several certificates in India and also from different countries. Be that as it may, the respondent has not produced documents to show that Sri Raghupathy Bhat has produced certificates in relation to the execution of work of similar nature during the past or immediate past. In any event, the documents relied upon by the respondent cannot be accepted as per se proof. Many of the documents relied upon by the Respondent were not concerned to him. The satisfactory execution of above works cannot be inferred on the basis of the certificates referred by the Respondent, without reference to the documents which are executed during the actual execution of aforesaid works.

61. It is necessary to state that the respondent has not produced the number of bills relating to purchase of total quantity of gold alleged to have been purchased by Sri Raghupathy Bhat, and his capacity to execute the work. More particularly, when he was not able to furnish EMD in the Government Account. The FDRs relied

upon by respondents stated above to accept the same as Earnest Money Deposits (EMD) cannot be acted.

62. In the Agreement of contract in relation to the aforesaid works the purity of gold to be used by the contractor/agency was not imposed. The Contractor/agency has not produced the Bills relating to purchase of gold to ensure purity of gold. The contractor/agency has not even disclosed the source of purchase of gold in relation to above works. The first Respondent had sent two gold coins in relation to each of the works for quality testing to the Assayer. When the source of purchase of the aforesaid gold coins is not disclosed by the agency/contractor, by producing necessary bills, the certificates said to have been issued by Assayers in relation to gold coins cannot ensure the purity of gold used for execution of afore-stated works.

63. In response to the letter dated 25/11/2013 addressed by Superintendent of Police, Karnataka Lokayukta, Mysore Division, Mysore, the Director, National Research Laboratory for Conservation of Cultural Property, Lucknow, in his letter dated 13th May 2014 has stated the discrepancies as follows:-

- (1) Minimum intervention is the basic principle of conservation which has not been followed in the work carried out by Mr. Bhatt. The damaged original gold leafing work was completely scrapped out and re-made as a new work. Hence, the work executed by Mr. Bhatt may be categorised as the renovation and not the conservation.
- (2) Before, during and after conservation treatment of an artwork is another basic principle and ethics of

conservation. The photographs and video provided by the Palace Board do not provide any clue on the above and also how it was treated. Therefore, the definite opinion of the quality of work done cannot be formed.

- (3) Glues of animal origin are compatible for gold leafing work on lime based plasters in historic structures. Contrary to this, Arabic Gum with some herbal extracts has been reported to be used by Mr. Bhatt.
- (4) It is stated that Mr. Bhatt has carried out 5966 square feet gold leafing work in a span of two and half months which is next to impossible in terms of heritage conservation.
- (5) The purity of gold used in the work cannot be assessed just on the basis of visual and microscopic examination. But, it needs to carry out the analysis selecting points at random basis from the entire gold leafing work using probe type XRF system. The work carried out by Mr. Bhatt is appealing from the layman's point of view but it is ugly conservation point of view as conservation means the preservation of art work as it is and not making it new.
- (6) Regional Conservation Laboratory, Mysore (a unit of National Research Laboratory for Conservation of Cultural Property, Lucknow) has been associated with Mysore Palace since its inception i.e. from the year 1986 and also treated their famous dussera paintings displayed at Durbar Hall. It is not

understandable why the Mysore Palace did not consulted Regional Conservation Laboratory before carrying out this gold leafing work.”

It is pertinent to note that there is a Regional Conservation Laboratory at Mysore (a unit of National Research Laboratory for Conservation of Cultural Property, Lucknow). It is stated that this Regional Conservation Laboratory is associated with Mysore Palace since its inception from the year 1986 and also treated famous Dussera paintings displayed at Darbar Hall. Therefore, it is not understandable as to why the Palace Board did not consult the Regional Conservation Laboratory at Mysore before carrying out the Gold Leafing work.

64. In the ultimate paragraph of the letter, the Director of National Research Laboratory for Conservation of Cultural Property has stated that the gold leafing work in question executed by Mysore Palace Board through Mr. Raghupathy Bhatt suffers from the basic technical defects raising serious doubts about the quality and durability of the work which needs to be investigated further in dept.

65. The first respondent offered his comments dated 26/7/2013 to the complaint allegations, denying the allegations and he has enclosed various documents in a bounded volume. The comments of the first Respondent with reference to each of work stated supra are considered while discussing the works stated supra. The comments offered by the first respondent and the documents submitted by him did not establish the assertions of the Respondent that he has not committed irregularity in the execution of the work.

66. The second Respondent namely Sri B.R. Muralidhara Rao, who is impleaded in the course of investigation has offered comments as follows:-

The second Respondent has denied that the work of laying of flooring to the Elephants shelter behind Kodisomeshwara temple in the Palace Premises was done by him and stated that he is in no way connected with this work. He has asserted that the work of providing gold leafing work was taken up scrupulously following all the procedures during January to March 2013 and works were completed within the prescribed time limit. He has submitted that all records relating to gold leafing work including the measurement book No. 3320 were handed over to Sri Srinivas AE on 5/8/2013 as per the orders of the Mysore Palace Board, Mysore. He has asserted that all the documents are genuine and the works were carried out in good faith as per the procedure and rules and he had never favoured any person in this regard.

In the discussions relating to each work, we have referred to each and every documents relating the works. Therefore, the comments of second Respondent cannot be accepted relating to gold leafing works.

67. The third Respondent Sri C.S. Rajashekaregowda, who is impleaded during the course of investigation, has submitted comments dated 22/10/2018 along with certain records. He has contended that he has retired from service on 31/5/2016. The comments offered by third Respondent are more or less similar to the comments offered by first Respondent. He has relied upon the

Resolutions dated 5/10/2012 of the Committee constituted for execution of gold leafing work. In the discussion supra, we have stated the mischief/discrepancies committed by Respondents in the execution of work. Therefore, the comments offered by third Respondent cannot be accepted.

68. The fourth Respondent Sri Parashivamurthy, who is impleaded during the course of investigation has offered his comments dated 23/10/2018. He has retired from service on 31/7/2016. He has enclosed copies of documents, mainly relating to the tender process, most of the works pertaining to gold leafing work executed in the year 2010-11. The documents and certificates relied upon by third Respondent cannot be accepted as substantive evidence.

69. The fifth Respondent, Sri K.B. Eshwarappa, who is impleaded during the course of investigation has offered his comments dated 23/10/2018. He contended that he has retired from service on 30/6/2018. This Respondent has contended that he has passed bills in accordance with law and he has not committed any irregularity. Further, he contended that there was no audit objections during the relevant period. In the discussions with reference to each work, we have narrated the irregularities committed by fifth Respondent as Audit Officer of Mysore Palace Board, Mysore

70. The above discrepancies/deficiencies are discovered after investigation with reference to documents secured during investigation and comments of respondents.

71. The High Court of Karnataka in the case of A.K. Subbaiah Vs. Lokayukta for Karnataka, Bengaluru reported in 1995(3) Kar. L.J. 20-A has held as follows:-

“The Scope of enquiry under Section 9 of the Act is limited to ascertainment of the truth or falsehood of the allegations made in the complaint – (i) on the material placed by the complainant for the purpose of finding out whether a prima facie case for investigation has been made out, and (ii) such a question would be decided purely from the point of view of complaint without at all advertent to any defence that respondents might have in the case. The object is that a public servant should not be exposed to unnecessary harassment by complaints of frivolous or vexatious nature or prima facie cannot be substantiated even after an investigation is held. In the preliminary stage, of enquiry to find out whether a prima facie case exists, the question of affording an opportunity to the complainant to represent his case, does not arise. Therefore, the question violating the principles of natural justice does not arise. There is no lis between the complainant and the respondents. Lokayukta is not adjudicating any dispute between them. He is only an investigating agency. If he finds the materials furnished in the complainant, in sufficient and not worth pursuing, he may refuse to take action.”

72. In view of the above discussions, there is prima facie material to attribute misconduct attracting initiation of departmental inquiry against the following Respondents.

- (1) Sri T.S. Subramanya, Deputy Director, Mysore Palace Board, Mysuru;
- (2) Sri B.R.Muralidhara Rao, the then Assistant Engineer, Mysore Palace Board, Mysore – Presently working as Assistant Executive Engineer, Administrative Training Institute, Mysuru;
- (3) Sri C.S. Rajashekaregowda, the then Technical Assistant, Panchayath Raj Engineering Circle, Mysuru – presently retired and residing at No.9, Block No.22, SBM Layout, Srirampura II Stage, Mysuru 570 023.
- (4) Sri Parashivamurthy, the then Assistant Executive Engineer, Mysore Palace Board, Mysuru – Presently

retired and residing at No.27, KHB, 1st Stage, 1st Main Road, 4th Cross, Kuvempunagar, Mysuru 570 023


- (5) Sri K.B. Eshwarappa, the then Accounts Superintendent, Mysore Palace Board, Mysore - presently retired and residing at "Mathrushree Nilaya" Near Sri Vivekananda B.Ed College, Hanjagondanahalli Extension, 2nd Cross, Jajur Post, Arsikere, Hassan District 573 103

73. Therefore, acting under Section 12(3) of Karnataka Lokayukta Act, 1984, this recommendation is made to the Competent Authority for initiating disciplinary proceedings against the above Respondent No.4 in terms of Regulation 14-A of the Karnataka Electricity Board Employees (Classification, Discipline, Control and Appeal) Regulations, 1988.

74. Since the respondent No.4 has retired from service, the Competent Authority shall initiate departmental inquiry against him under Rule 171 of the Karnataka Electricity Board Employees (Service) Rules.

75. The Competent Authority shall intimate the action taken or proposed to be taken on this recommendation to this Authority within three months from the date of receipt of this recommendation in terms of Section 12(4) of the Karnataka Lokayukta Act, 1984.

The connected records are duly indexed and enclosed herewith.


(JUSTICE N. ANANDA)
Upalokayukta-1
State of Karnataka, Bengaluru 