

KARNATAKA LOKAYUKTA

No: Uplok-1/DE/251/2018/ARE-8

M.S.Building,
Dr. B.R. Ambedkar Veedhi,
Bengaluru - 560 001.
Dated: 06/12/2022

ENQUIRY REPORT

Present : Rajashekar.V.Patil
Addl. Registrar of Enquiries-8,
Karnataka Lokayukta,
Bengaluru.

Sub:-The departmental enquiry against Sri.
Yankappa, Panchayath Development Officer,
Salagund Gram Panchayath, Sindhanur
Taluk, Raichur District - reg.

Ref:- 1) Report U/Sec 12(3) of the Karnataka
Lokayuktha Act, 1984, in Complt/Uplok/
GLB/1542/2017/ARE-5, dtd.05/04/2018.
2) Government Order No. ಗ್ರಾಅಪ/226/ಗ್ರಾಪಂಕಾ/
2018, ಬೆಂಗಳೂರು, dtd.18/05/2018.
3) Nomination Order No.UPLOK-1/DE-
251/2018, Bangalore, dtd.26/05/2018.

Present Departmental Enquiry is initiated on the
basis of the complaint lodged by Sri. Bheemanna S/o
Ambanna Bommanal, Salagunda Post, Sindhanoor Taluk,
Rayachur District, (herein after referred as 'Complainant')
against Sri. Yenkappa, Panchayath Development Officer,

- Received 6/12/2022

Salagund Gram Panchayath, Sindhanur Taluk, Raichur District, (herein after referred to as the Delinquent Government Official in short 'DGO').

2. Brief allegations made in the complaint are that:

Complainant Sri. Bheemanna S/o Ambanna, Bommanal, Salagunda Post, Sindhanoor Taluk, Raichur District, has lodged a complaint alleging that during 2015-16 and 2016-17 when DGO was working as PDO at Salagunda Grama Panchayath, Sindhanur Taluk, Raichur, out of the grants released by the Government and Tax amount collected, deposited in the Bank account, amount were withdrawn through others and further various Govt. works carried were of irregularities such as pertaining to desilting of drainage work, clearing garbage and making improper payment particularly such as:-

- i) None of the agreement executed by the Contractor containing the date of execution of agreement.
- ii) The date of estimate and date of technical sanction for estimate are not entered in the Contract certificate.
- iii) In contract certificate issued in respect of desilting of existing drainages for Ward No.1 at Salagunda Village in Sindhanur Taluk, the date of taking measurement is mentioned as 20.4.2017. But the cheque No.197266 is issued on 12.7.2016 for Rs.23,182/- Therefore, even before inspecting the work, cheque is issued to the Contractor.

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- iv) In the agreements entered into with contractors, the time limit for completing the contract and default clause are not mentioned.
- v) In contract certificate issued in respect of clearing garbage and drainage near Rasoolamma Maszid, Cheque for Rs.23,136/- issued to the contractor on 12.7.2016. But it is mentioned in the Contract certificate that the measurement was recorded on 20.4.2017. Therefore amount is paid to the contractor even before inspecting the work.
- vi) An amount of Rs.2500/- is paid to Ahmed, Contractor towards photographs on 10.4.17. But the photographs and receipts are issued by Sri.Rama colour lab for taking photographs in the name of Grama Panchayath.
- vii) On 10.6.2015 cheque for Rs.26,000/- issued to C.B. Mohan towards repairs of all hand pumps situated in the limits of Grama Panchayath. An amount of Rs.43,960/- is paid to C.B.Mohan on 23.5.2016 through cheque 000323 towards repairing hand pumps of bore wells which were in the limits of Gram Panchayath and camps. Again cheque for Rs.20,837/- is paid to C.B.Mohan for repairing hand pumps of bore wells of all ward camps of Grama Panchayath.
- viii) There is no date for cheque Nos.212809, 212810 and 212811.

3. An investigation was undertaken by invoking Section 7 (2) of the Karnataka Lokayuktha Act, DGO submitted his comments. Based on the allegations of the

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complaint and preliminary notes, Hon'ble Upa-Lokayktha had sent the report U/Sec. 12(3) of Karnataka Lokayuktha Act on 05/04/2018 as per Ref. No.1-Complt/Uplok-1/ GLB/1542/2017/ARE-5, Dtd.05/04/2018.

4. The Competent Authority/State Government after verifying the materials accorded permission and entrusted the enquiry by issuing notification as per Ref.No.2 Government Order No. ಗ್ರಾಅಪ/226/ಗ್ರಾಪಂಕಾ/ 2018, ಬೆಂಗಳೂರು, dtd.18/05/2018.

5. Hon'ble Lokayuktha nominated ARE-8 as per Ref. No.3- Order No. No.UPLOK-1/DE/251/2018, Bangalore, dtd.26/05/2018.

6. On the basis of the nomination, Article of Charge was prepared under 11(3) of KCSR & CCA Rules and concerned DGO.

ANNEXURE No.I
CHARGE

2. During 2015-16 and 2016-17 when you DGO were working as PDO at Salagunda Grama Panchayath, Sindhanur Taluk, Raichur, out of the grants released by the Government and Tax amount collected and deposited to the Bank account, amounts are withdrawn through others as shown in para 4(i) to 4(ix) of

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Statement of imputations of Misconduct here below and it shows that you have committed the following illegalities and irregularities:-

- ix) None of the agreement executed by the Contractor containing the date of execution of agreement.
- x) The date of estimate and date of technical sanction for estimate are not entered in the Contract certificate.
- xi) In contract certificate issued in respect of desilting of existing drainages for Ward No.1 at Salagunda Village in Sindanur Taluk, the date of taking measurement is mentioned as 20.4.2017. But the cheque No.197266 is issued on 12.7.2016 for Rs.23,182/- Therefore, even before inspecting the work, cheque is issued to the Contractor.
- xii) In the agreements entered into with contractors, the time limit for completing the contract and default clause are not mentioned.
- xiii) In contract certificate issued in respect of clearing garbage and drainage near Rasoolamma Maszid, Cheque for Rs.23,136/- is issued to the contractor on 12.7.2016. But it is mentioned in the Contract certificate that the measurement was recorded on 20.4.2017. Therefore amount is paid to the contractor even before inspecting the work.
- xiv) An amount of Rs.2500/- is paid to Ahmed, Contractor towards photographs on 10.4.17. But the photographs and receipts are issued by Sri.Rama colour lab for taking photographs in the name of Grama Panchayath.

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- xv) On 10.6.2015 cheque for Rs.26,000/- is issued to C.B. Mohan towards repairs of all hand pumps situated in the limits of Grama Panchayath. An amount of Rs.43,960/- is paid to C.B.Mohan on 23.5.2016 through cheque 000323 towards repairing hand pumps of bore wells which were in the limits of Gram Panchayath and camps. Again cheque for Rs.20,837/- is paid to C.B.Mohan for repairing hand pumps of bore wells of all ward camps of Grama Panchayath.
- xvi) There is no date for cheque Nos.212809, 212810 and 212811.

Thereby, you have committed dereliction of duty and have failed to maintain absolute integrity and devotion to duty, the act of which is unbecoming of a Government Servant and you have committed misconduct as enumerated under Rule 3(1) of Karnataka Civil Services (Conduct) Rules, 1966.

ANNEXURE No.II
STATEMENT OF IMPUTATIONS OF MISCONDUCT

3. On the basis of complaint filed by Bheemanna s/o Ambanna Bommanal, Salagund Post, Sindhanur Taluk, Raichur District (hereinafter referred to as 'complainant' for short) against (1) Yankappa, Panchayath Development Officer, Salagunda Grama Panchayath, Sindhanur Taluk, Raichur District and (2) Eramma, President, Salagunda Grama Panchayath, Salagunda, Sindhanur Taluk, Raichur District

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(hereinafter referred to as Respondent No.1 and 2 respectively) alleging that Respondents have committed misconduct, an investigation was taken up Under Section 9 of Karnataka Lokayukta Act, 1984.

4. ACCORDING TO THE COMPLAINANT:

During 2015-16 and 2016-17, out of the grants released by the Government and the tax amount collected and deposited to the bank account is withdrawn by the Respondents through others as below:

- i) In the name of and through Mahesha, Sindhanur from P.K.G.B. bank, Somlapura and Axis Bank, Somlapura.

Dated	Division	Cheque No.	Amount
16.5.2016	P.K.G.B. Somalapura	316	Rs. 74,990/-
16.5.2016	P.K.G.B.Somalapura	319	Rs. 18,623/-
14.07.2016	Axis Bank, Sindhanur	197273	Rs. 27,490/-
14.07.2016	Axis Bank, Sindhanur	197266	Rs. 23,182/-
14.07.2016	Axis Bank, Sindhanur	197265	Rs. 13,800/-
14.07.2016	Axis Bank, Sindhanur	197263	Rs. 23,136/-
14.07.2016	Axis Bank, Sindhanur	197262	Rs. 23,138/-
28.04.2016	Axis Bank, Sindhanur	197241	Rs. 31,053/-

- ii) In the name of and through C.B.Mohan, Sindhanur from P.K.G.B. bank and Axis Bank, Somlapura.

Dated	Division	Cheque No.	Amount
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22.6.2015	P.K.G.B. Somalapura	2754	Rs. 26,000/-
30.5.2016	P.K.G.B.Somalapura	323	Rs.43,960/-
16.06.2016	Axis Bank, Sindanur	197251	Rs. 20,837/-
22.09.2016	P.K.G.B. Somalapura	323	Rs. 25,200/-

iii) In the name of Ahmad Sab, Sapai Grama Panchayath , Salagunda.

Dated	Division	Cheque No.	Amount
27.7.2015	P.K.G.B. Somalapura	4890	Rs. 3500/-
14.03.2015	P.K.G.B.Somalapura	2904	Rs.6000/-
06.09.2016	P.K.G.B.Somalapura	2999	Rs. 4000/-
04.09.2016	P,K.G.B. Somalapura	3355	Rs. 1000/-
05.11.2016	P.K.G.B. Somalapura	3366	Rs.4500/-
30.01.2017	P.K.G.B. Somalapura	3372	Rs.4500/-
21.04.2017	P.K.G.B. Somalapura	500008	Rs.2500/-

iv) Cheques are issued in the name of Nagaraja s/o Dyavanna without any reason.

Dated	Division	Cheque No.	Amount
24.04.2017	P.K.G.B. Somalapura	500013	Rs. 4400/-
24.04.2017	P.K.G.B. Somalapura	500012	Rs. 4600/-

v) In the name of Venkatesh and Anilraj, Contractors by creating bogus documents.

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Dated	Division	Cheque No.	Amount
14.12.2015	P.K.G.B. Somalapura	2890	Rs. 185850/-
15.12.2015	P.K.G.B. Somalapura	2887	Rs.181599/-

vi) In the name of Mounesh, Contractor by creating bogus documents.

Dated	Division	Cheque No.	Amount
26.12.2016	Axis Bank, Sindanur	197290	Rs. 74,120/-

vii) Cheques for excess amount than the amount agreed are in the name of Nirupadi, Contractor.

Dated	Division	Cheque No.	Amount
02.03.2017	Exis Bank, Sindanur	212809	Rs. 35745/-
02.03.2017	Axis Bank, Sindanur	212836	Rs. 35744/-
02.03.2017	Axis Bank, Sindanur	212818	Rs. 35745/-

viii) In the name of Prakash, Contractor by creating false documents:

Dated	Division	Cheque No.	Amount
13.4.2016	P.K.G.B.Somalapura	308	Rs.92000/-

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- ix) In the name of Honnurappa s/o Thimmamma and Veeresh s/o Sanneerappa, by creating false documetnms.

Dated	Division	Cheque No.	Amount
19.3.2016	P.K.G.B.Somalapura	305	Rs.7000/-
19.3.2016	P.K.G.B.Somalapura	307	Rs.9600/-
18.4.2016	P.K.G.B.Somalapura	314	Rs.4000/-

5. Respondents have submitted joint comments dt: 8.10.2017 denying the allegations. They have submitted that:

i) Mahesh is the Contractor. The amount is paid to him towards the works executed by him and bills are produced.

ii) C.B. Mohan had repaired the bore well and amount is paid to him towards repairing of bore well and voucher is produced.

iii) Amount is paid to Ahmed Sab towards small functions arranged in the Grama Panchayath and vouchers are produced.

iv) Amount is paid to Nagaraja towards amount spent for Dr.B.R.Ambedkar Jayanthi and bills are produced.

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v) a) Amount is paid to Contractor Venkatesh and Anil Raj towards works taken up as per action plan and bills are produced.

b) Amount is paid to Contractor Mounesh towards filling of lakes and bills are produced.

c) Amount is paid to Contractor Nirupadi towards the works which are sanctioned in action plan and executed and no excess amount is paid and action plan is produced.

d) Amount is paid to the Complainant Honnurappa and Veeresh towards repairs of drinking water works and the vouchers are produced.

6. Documents collected during investigation show that:

i) None of the agreement executed by the Contractor containing the date of execution of agreement.

ii) The date of estimate and date of technical sanction for estimate are not entered in the Contract certificate.

iii) In contract certificate issued in respect of desilting of existing drainages for Ward No.1 at Salagunda Village in Sindanur Taluk, the date of taking measurement is mentioned as 20.4.2017. But the cheque No.197266 is issued on 12.7.2016 for Rs.23,182/- Therefore, even before inspecting the work, cheque is issued to the Contractor.

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iv) In the agreements entered into with contractors, the time limit for completing the contract and default clause are not mentioned.

v) In contract certificate issued in respect of clearing garbage and drainage near Rasoolamma Maszid, Cheque for Rs.23,136/- is issued to the contractor on 12.7.2016. But it is mentioned in the Contract certificate that the measurement was recorded on 20.4.2017. Therefore amount is paid to the contractor even before inspecting the work.

vi) An amount of Rs.2500/- is paid to Ahmed, Contractor towards photographs on 10.4.17. But the photographs and receipts are issued by Sri.Rama colour lab for taking photographs in the name of Grama Panchayath.

vii) On 10.6.2015 cheque for Rs.26,000/- is issued to C.B. Mohan towards repairs of all hand pumps situated in the limits of Grama Panchayath. An amount of Rs.43,960/- is paid to C.B.Mohan on 23.5.2016 through cheque 000323 towards repairing hand pumps of bore wells which were in the limits of Gram Panchayath and camps. Again cheque for Rs.20,837/- is paid to C.B.Mohan for repairing hand pumps of bore wells of all ward camps of Grama Panchayath.

viii) There is no date for cheque Nos.212809, 212810 and 212811.

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7. In view of the above illegalities, comments submitted by Respondents are not acceptable to drop the proceedings against them.

8. Since the said facts and materials on record prima facie show that (1) Yankappa, Panchayath Development Officer, Salagunda Grama Panchayath, Sindhanur Taluk, Raichur District and (2) Eramma, President, Salagunda Grama Panchayath, Salagunda, Sindhanur Taluk, Raichur District have committed misconduct under Rule 3(1) of KCS (Conduct) Rules, 1966 recommendation is made under section 12(3) of Karnataka Lokayukta Act, 1984 to the Competent Authority to initiate disciplinary proceedings against Respondent-1- Yankappa, Panchayath Development Officer, Salagunda Grama Panchayath, Sindhanur Taluk, Raichur District (date of retirement is 31.5.2042) and to entrust the inquiry to the Hon'ble Upalokayukta under Rule 14-A of Karnataka Civil Service (Classifications, control and Appeal) Rules, 1957. Further it is also recommended to take action against Respondent No.2 - Eramma, President, Salagunda Grama Panchayath, Salagunda, Sindhanur Taluk, Raichur District under the provisions of Karnataka Panchayath Raj Act.

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9. Accordingly, the Competent Authority initiated Disciplinary Proceedings against the DGO and entrusted the enquiry to the Hon'ble Upalokayukta under Rule 14-A of KCS (CCA) Rules. Hence, the charge.

7. Summons was issued along with copy of Article of Charges, DGO appeared through RN advocate and FOS was recorded. DGO has denied the charges, pleaded not guilty and claimed to be tried. Enquiry was posted to file his objections/WS.

8. DGO has filed his objections/written statement denying the entire allegations made in the complaint and specifically contended that during the period 2015-16 and 2016-17 when he was working as PDO in Salagunda Panchayath of Sindhanoor Taluk, he has regularly deposited the government grant amount and also the tax collected from the public and also the revenue in locality and he has misappropriated the amount in collusion with the contractors. Further contend that as per the Rules and Norms of Panchayath Act, he has dealt the disposal of garbage and repairs of tube-well hand-pumps etc., and all the payment relating to work completed were allowed to be made with payment to the contractors after the clearance from Assistant Engineer. After completion of the work a relevant resolution was passed by the

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Panchayath elected members and on the basis of majority decision of members, the amount will be released with the approval of President and Vice-President. Jurisdiction of Lokayuktha Act is ousted when alternative remedy is available to the complainant under Z.P.Act. Further contend that present complaint cannot be entertained under Lokayuktha Act as contemplated in Sec. 8(1) of Lokayuktha Act. Hence, prays to drop the proceedings.

9. After receiving the objections/written statement, enquiry was proceeded with VOR was complied and enquiry was proceeded with.

10. In order to prove the allegations made in the Article of Charges, the Disciplinary Authority has examined complainant as PW.1 and through him got marked Ex.P.1 to Ex.P.4. After closure of the Disciplinary Authorities, DGO in support of his defence got examined himself as DW.1 and got marked Ex.D.1 to Ex.D.5. DGO filed written arguments.

11. Heard the arguments of P.O., and case was posted for submitting final report.

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12. Following point arise for my consideration;

Whether the Charge leveled against DGO Sri. Yankappa, Panchayath Development Officer, Salagund Gram Panchayath, Sindhanur Taluk, Raichur District, is proved by the Disciplinary Authority?

13. My answer to the above point is in the '**Negative**' for the following:

REASONS

14. P.O. in order to substantiate the allegations made in the complaint has examined complainant as PW.1 and has stated that one Eramma was the resident of Salagunda Grama Panchayath and in the year 2013 an amount was released to carry out the development works at Salagunda Village. At that time, DGO was working as PDO of Salagunda Gram Panchayat. Further he has stated that he has lodged complaint as per Ex.P.1 to Ex.P.3.

15. Nothing is elicited from his mouth about the details of misappropriation committed as alleged by him in Ex.P.3.

16. PW.1 has been cross examined in which he has stated that he has got written the contents of Ex.P.1 to Ex.P.3 through some other person, he does not know the

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contents of Ex.P.4-documents pertaining to statement of accounts of Savings Bank.

17. And further stated that he has been depositing before this authority as per the instruction given by President of Salagunda Panchayath.

18. Comprehensive reading of evidence of PW.1 seen to be cryptic, it does not consistently speak with regard to Article of Charges leveled against DGO pertaining to Agreement between contractors were not containing the date of execution, date of estimation and date of technical sanction, contractors certificate, etc.

19. It is further relevant to note that alleged allegations made about misuse of government fund and committing misconduct by not depositing the amount in the bank and withdrawing the same without sanction from the superiors of the office is not established by the evidence of PW.1.

20. Article of Charges No.1 is dealing with;

(1) Agreement executed by contractors was not containing date of execution of agreement,

(2) The date of estimate and date of technical sanction for estimate are not entered in the Contract certificate.

3) In contract certificate issued in respect of desilting of existing drainages for Ward No.1 at Salagunda Village in Sindanur Taluk, the date of taking

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measurement is mentioned as 20.4.2017. But the cheque No.197266 is issued on 12.7.2016 for Rs.23,182/- Therefore, even before inspecting the work, cheque is issued to the Contractor.

- 4) In the agreements entered into with contractors, the time limit for completing the contract and default clause are not mentioned.
- 5) In contract certificate issued in respect of clearing garbage and drainage near Rasoolamma Masjid, Cheque for Rs.23,136/- is issued to the contractor on 12.7.2016. But it is mentioned in the Contract certificate that the measurement was recorded on 20.4.2017. Therefore amount is paid to the contractor even before inspecting the work.
- 6) An amount of Rs.2500/- is paid to Ahmed, Contractor towards photographs on 10.4.17. But the photographs and receipts are issued by Sri.Rama colour lab for taking photographs in the name of Grama Panchayath.
- 7) On 10.6.2015 cheque for Rs.26,000/- is issued to C.B. Mohan towards repairs of all hand pumps situated in the limits of Grama Panchayath. An amount of Rs.43,960/- is paid to C.B.Mohan on 23.5.2016 through cheque 000323 towards repairing hand pumps of bore wells which were in the limits of Gram Panchayath and camps. Again cheque for Rs.20,837/- is paid to C.B.Mohan for repairing hand pumps of bore wells of all ward camps of Grama Panchayath.
- 8) There is no date for cheque Nos.212809, 212810 and 212811.

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21. In support of this Article of charges the evidence of PW.1 is totally incomplete and not supportive and lacks credibility and worthiness.

22. Per contra, it is the case of DGO that he has deposited all the grant amount regularly to the Bank and all the projects undertaken under the Panchayath have been completed by issuing piece meal contract through the competent Engineers and the said Executive Engineers prepared estimation, M.B. Book and then after completion of the work, Engineers will issue the completion certificate and after that on their clearance with order PDO i.e., DGO will only deposit the amount in the Bank of account of the contractors after deducting TDS. With regard to this, the work undertaken in Salagunda village, Ward No.1 i.e., desilting of drainage was estimated by A.E. Veeresh and he has prepared the estimation, inspected the work and ordered for making payment to the contractors. After this, an agreement will be entered into between contractors and President of Panchayath and Panchayath Development Officer/DGO has no role to play.

23. So far as the AOC pertaining to cleaning/desilting the drainage and clearing the garbage, the contract will be entered into between contractors and President of Panchayat and A.E. Veeresh prepared the estimation,

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M.B.Book and as per the proceedings of Panchayath, he has cleared the amount by issuing cheques to contractors. And he has also cleared the amount pertaining to taking photographs of the project work.

24. Further 23-hand-pumps of bore-well setup in four villages of Salagunda Gram Panchayat were repaired and repair amount was paid to one C.B. Mohan.

25. All the payments were made by issuing cheques and no misconduct has been committed by him.

26. In support of his oral evidence, he has produced the estimation book and certificate of contractors, M.B.Book and administrative clearance order covered at Page No.1 to 8 of Ex.D.1. These records will disclose that estimation was prepared, contractor certificate was issued, and it contains date of issuance and further administrative clearance signed by Gram Panchayath President etc. This estimation is pertaining to Desilting of existing drainages of Ward No.1, Salagunda Village, grant amount of Rs.25,000/-.

27. Further Ex.D.2 is an estimation pertaining to Desilting of existing drainages near Rasoolamma Maszid of Salagunda Village, grant amount of Rs.35,000/- (covering from page No.9 to 16). It also contains

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estimation, general report of estimation, description of work, administrative clearance and contract certificate.

28. Further Ex.D.3 is document pertaining to charges paid to the payment to photographer capturing the estimated work.

29. Further Ex.D.4 pertaining to payment of hand-pump repair charges made to Mohan hand-bore mechanic and service, Sindanoor. All these records contain date of issuance, Further it contains document of endorsement of receipt of payment.

30. Further Ex.D.5 is relating to cheques issued to President, Salagunda Gram Panchayath.

31. All these records produced by DGO substantially sustain his defence claim that all the project works alleged to have been carried out by committing irregularity and misappropriation are falsified.

32. Evidence of PW.1 is cryptic and as per the AOC, no such documents are produced by him to show that the contract entered into between Panchayath officials and contractors does not mention the date of agreement are not following the proper procedure. He has almost turned hostile to his allegations made in Ex.P.1 to Ex.P.3 in his cross examination.

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- 33.** DW.1-DGO has filed substantial satisfactory report to show that all the project works of Salagunda Gram Panchatyat, desilting for drainage, clearing of garbage, repairing of hand-pumps were all carried out as per norms and rules of Panchayath Act.
- 34.** In view of the elaborate discussion made above, this enquiry authority is constrained to hold that, the charge framed against DGO is not established. In the result above Point is answered in the '**NEGATIVE**' and I proceed to record the following;

FINDINGS

The Disciplinary Authority has not proved the charges leveled against the Delinquent Government Official Sri. Yankappa, Panchayath Development Officer, Salagund Gram Panchayath, Sindhanur Taluk, Raichur District.

Submitted to Hon'ble Upa-Lokayuktha, Karnataka Lokayukta, Bengaluru for further action in the matter.


(RAJASHEKAR.V.PATIL)

Additional Registrar Enquiries-8
Karnataka Lokayukta, Bengaluru.

ANNEXURES

1. LIST OF WITNESSES EXAMINED ON BEHALF OF DISCIPLINARY AUTHORITY:

PW1	Sri.Bheemanna, S/o Ambanna, aged about 47 years, r/o Salagunda Village, Sindanoor Taluk, dtd.14/06/2019. (original)
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2. LIST OF DOCUMENTS MARKED ON BEHALF OF DISCIPLINARY AUTHORITY:

Ex.P.1	Form No.1- complaint submitted before Hon'ble Lokayuktha by the complainant-PW1.(Original)
Ex.P.1(a)	Signature of PW.1
Ex.P2	Form-II (complainant's Affidavit) submitted to Lokayuktha (Original copy)
Ex.P.2(a)	Signature of PW.1
Ex.P.3	Complaint submitted by complainant to Lokayuktha office, Bengaluru, dtd.30/06/2017 (original)
Ex.P.3(a)	Signature of PW.1
Ex.P. 4	Documents attached to complaint (Page No.4 to 33) (xerox copy)

3. LIST OF WITNESSES EXAMINED ON BEHALF OF DGO:

DW1	Sri. Yenkappa, S/o Late Yamanappa, aged about 39 years, r/o Badarli Gram Panchayat, Sindanoor Taluk, dtd.29/04/2022. (original)
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4. LIST OF DOCUMENTS EXAMINED ON BEHALF OF DGO:

Ex.D.1	Xerox copies of Estimate, contractor certificate, M.B. Book, Administrative grant letter pertaining to Zilla Panchayath, Raichur, Taluk Panchayath, Sindanoor. (Page No.1 to 8 -pages)
Ex.D.2	Xerox copies of another set of Estimate, contractor certificate, M.B. Book, Administrative grant letter pertaining to Zilla Panchayath, Raichur, Taluk Panchayath, Sindanoor. (page No.9 to 16-pages)
Ex.D.3	Photographer application pertaining to due amount to PDO, Salagunda village Panchayath. Dtd.05/04/2017
Ex.D.4	Xerox copies of receipts issued to C.B. Mohan.
Ex.D.5	Xerox copy of cheques.

R. Rajashekar V. Patil
 (RAJASHEKAR.V.PATIL)

Additional Registrar Enquiries-8
 Karnataka Lokayukta,
 Bengaluru.

GOVERNMENT OF KARNATAKA**KARNATAKA LOKAYUKTA**

No.UPLOK-1/DE/251/2018/ARE-8

Multi Storied Building,
Dr. B.R. Ambedkar Veedhi,
Bengaluru-560001
Date: 09th December, 2022.

RECOMMENDATION

Sub: Departmental Inquiry against Shri Yankappa,
Panchayath Development Officer, Salagund
Gram Panchayath, Sindhanur Taluk, Raichur
District-reg.

Ref: 1) Government Order No.ಗ್ರಾಅಪ/226/ಗ್ರಾಪಂಕಾ/2018,
ಬೆಂಗಳೂರು, dated: 18/05/2018.

2) Nomination Order No.UPLOK-1/DE/251/
2018, Bengaluru, dated: 26/05/2018 of
Upalokayukta, State of Karnataka, Bengaluru.

4) Inquiry Report dated: 06/12/2022 of
Additional Registrar of Enquiries-8, Karnataka
Lokayukta, Bengaluru.

The Government by its order dated: 18/05/2018 initiated
the disciplinary proceedings against Shri Yankappa, Panchayath
Development Officer, Salagund Gram Panchayath, Sindhanur
Taluk, Raichur District (hereinafter referred to as Delinquent

Government Officials, for short as DGO) and entrusted the Departmental Inquiry to this Institution.

2. This Institution by Nomination Order No.UPLOK-1/DE/251/2018, Bengaluru, dated: 26/05/2018 nominated Additional Registrar of Enquiries-8, Karnataka Lokayukta, Bengaluru, as the Inquiry Officer to frame charges and to conduct Departmental Inquiry against DGO.
3. The DGO, Shri Yankappa, Panchayath Development Officer, Salagund Gram Panchayath, Sindhanur Taluk, Raichur District was tried for the following charges:

ANNEXURE No.I
CHARGE

During 2015-16 and 2016-17 when you DGO were working as PDO at Salagunda Grama Panchayath, Sindhanur Taluk, Raichur, out of the grants released by the Government and Tax amount collected and deposited to the Bank account, amounts are withdrawn through others as shown in para 4(i) to 4(ix) of Statement of imputations of Misconduct here below and it shows that you have committed the following illegalities and irregularities:-

- i) None of the agreement executed by the Contractor containing the date of execution of agreement.
- ii) The date of estimate and date of technical sanction for estimate are not entered in the Contract certificate.
- iii) In contract certificate issued in respect of desilting of existing drainages for Ward No.1 at Salagunda Village in Sindhanur Taluk, the date of taking measurement is mentioned as 20.4.2017. But the cheque No.197266 is issued on 12.7.2016 for Rs.23,182/- Therefore, even

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before inspecting the work, cheque is issued to the Contractor.

- iv) In the agreements entered into with contractors, the time limit for completing the contract and default clause are not mentioned.
- v) In contract certificate issued in respect of clearing garbage and drainage near Rasoolamma Maszid, Cheque for Rs.23,136/- is issued to the contractor on 12.7.2016. But it is mentioned in the Contract certificate that the measurement was recorded on 20.4.2017. Therefore amount is paid to the contractor even before inspecting the work.
- vi) An amount of Rs.2500/- is paid to Ahmed, Contractor towards photographs on 10.4.17. But the photographs and receipts are issued by Sri.Rama colour lab for taking photographs in the name of Grama Panchayath.
- vii) On 10.6.2015 cheque for Rs.26,000/- is issued to C.B. Mohan towards repairs of all hand pumps situated in the limits of Grama Panchayath. An amount of Rs.43,960/- is paid to C.B.Mohan on 23.5.2016 through cheque 000323 towards repairing hand pumps of bore wells which were in the limits of Gram Panchayath and camps. Again cheque for Rs.20,837/- is paid to C.B.Mohan for repairing hand pumps of bore wells of all ward camps of Grama Panchayath.
- viii) There is no date for cheque Nos.212809, 212810 and 212811.

Thereby, you have committed dereliction of duty and have failed to maintain absolute integrity and devotion to duty, the act of which is unbecoming of a Government Servant and you have committed misconduct as enumerated under Rule 3(1) of Karnataka Civil Services (Conduct) Rules, 1966.


4. The Inquiry Officer (Additional Registrar of Enquiries-8) on proper appreciation of oral and documentary evidence has held that, the Disciplinary Authority has 'Not Proved' the charge leveled against

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Shri Yankappa, Panchayath Development Officer, Salagund Gram Panchayath, Sindhanur Taluk, Raichur District.

5. On perusal of the Inquiry Report, in order to prove the guilt of the DGO, the Disciplinary Authority has examined one witness i.e., PW-1 and Ex. P-1 to P-4 documents were got marked. DGO has examined himself as DW-1 and Ex. D-1 to D-5 documents were got marked.
6. On re-consideration of Inquiry Report and taking note of the totality of the circumstances of the case, I do not find any reason to interfere with the findings recorded by the Inquiry Officer. Therefore, it is hereby recommended to the Government to accept the report of Inquiry Officer and to exonerate Shri Yankappa, Panchayath Development Officer, Salagund Gram Panchayath, Sindhanur Taluk, Raichur District of the charges leveled against them.
7. Action taken in the matter shall be intimated to this Authority.

Connected records are enclosed herewith.


(JUSTICE K.N.PHANEENDRA)
UPALOKAYUKTA-2,
STATE OF KARNATAKA.