

GOVERNMENT OF KARNATAKA



KARNATAKA LOKAYUKTA

No:LOK/ARE-3/ENQ-34/2009

Multi Storied Building,
Dr. B.R. Ambedkar Veedhi,
Bengaluru - 560 001
Date:27/11/2018

/CONFIDENTIAL/

To

Dr. Rajneesh Goel, IAS
Addl. Chief Secretary to Government,
Public Works, Ports and Inland Water
Transport Department,
Vikasa Soudha, Bengaluru

Respected Sir,

Sub:- Departmental inquiry against

- (1) Sri L.C. Ganigera, the then Executive Engineer, Panchayath Raj Engineering Division, Chikkodi, Belagavi District;
- (2) Sri S.G. Mane, Assistant Executive Engineer, Panchayath Raj Engineering Sub Division, Gokak, Belagavi District;
- (3) Sri R.V. Shivarayi, Assistant Engineer, Panchayath Raj Engineering Sub Division, Gokak, Belagavi District;
- (4) Sri Vasanth Kumar, Assistant Engineer, Panchayath Raj Engineering Sub Division, Gokak, Belagavi District;
- (5) Sri Raj Kumar, Assistant Engineer, Panchayath Raj Engineering Sub Division, Gokak, Belagavi District;
- (6) Sri M.R. Kulkarni, Assistant Engineer, Panchayath Raj Engineering Sub Division, Gokak, Belagavi District.

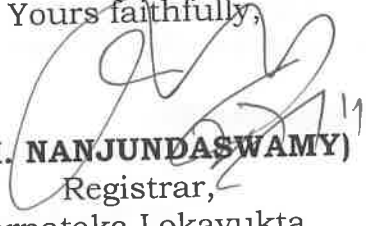
- Ref:- 1) Government Order No.ಗ್ರಾಅಪ 18 ಇಎನ್‌ಕ್ಯೂ 09 Bengaluru dated 23/10/2009.
- 2) Inquiry Report dated 23/5/2018 of Additional Registrar of Enquiries-3, Karnataka Lokayukta, Bengaluru.
 - 3) Recommendation dated 28/5/2018 communicated vide letter dated 29/5/2018 of Registrar, Karnataka Lokayukta, Bengaluru.

4) Govt. Letter No.ಬೋಇ 266 ಸೇಇವಿ 2018 Bengaluru, dated 15/11/2018.

5) Modified Recommendation dated 23/11/2018 of Hon'ble Upalokayukta-1, State of Karnataka, Bengaluru.

Adverting to the above, I am directed to forward herewith the modified recommendation dated 23-11-2018, of the Hon'ble Upalokayukta-I, State of Karnataka, Bengaluru. Receipt of the same, may please be acknowledged.

Yours faithfully,


(H.M. NANJUNDASWAMY)
Registrar,
Karnataka Lokayukta,
Bengaluru

Copy to
Addl. Registrar of Enquiries-3, Karnataka Lokayukta, Bengaluru
along with copy of recommendation, for information and further
necessary action.

GOVERNMENT OF KARNATAKA



KARNATAKA LOKAYUKTA

NO:LOK/ARE-3/ENQ-34/2009

Multistoried Building,
Dr.B.R.Ambedkar Veedhi,
Bengaluru-560 001,
Date: 23/11/2018

MODIFIED RECOMMENDATION

Sub:- Departmental inquiry against;

- (1) Sri L.C. Ganigera, the then Executive Engineer,
Panchayath Raj Engineering Division, Chikkodi,
Belgavi District;
- (2) Sri S.G.Mane, Assistant Executive Engineer,
Panchayath Raj Engineering Sub Division, Gokak,
Belagavi District;
- (3) Sri R.V. Shivarayi, Assistant Engineer, Panchayath
Raj Engineering Sub Division, Gokak, Belagavi
District;
- (4) Sri Vasanth Kumar, Assistant Engineer,
Panchayath Raj Engineering Sub Division, Gokak,
Belagavi District;
- (5) Sri Raj Kumar, Assistant Engineer, Panchayath Raj
Engineering Sub Division, Gokak, Belagavi District;
- (6) Sri M.R. Kulkarni, Assistant Engineer, Panchayath
Raj Engineering Sub Division, Gokak, Belagavi
District

Ref:- 1) Government Order No.ಗ್ರಾಅಪ 18 ಇಎನ್‌ಕ್ಯೂ 09 Bengaluru
dated 23/10/2009

2) Inquiry Report dated 23/5/2018 of Additional
Registrar of Enquiries-3, Karnataka Lokayukta,
Bengaluru


3) Recommendation dated 28/5/2018 communicated
vide letter dated 29/5/2018 of Registrar, Karnataka
Lokayukta, Bengaluru

4) Govt. Letter No. ಲೋಕ 266 ಸೇಇವಿ 2018, Bengaluru, dated
15/11/2018

In response to the letter dated 15/11/2018 of Government, I
am herewith sending the modified recommendation as follows:-

As per the findings of the inquiry officer, DGO-1 Sri
L.C. Ganiger, the then Executive Officer, Panchayath
Raj Engineering Division, Chikkodi, has
misappropriated and caused loss to the State
exchequer in a sum of Rs.1,02,94,915/-. In view of
the retirement of DGO-1 Sri L.C. Ganiger, it is hereby
recommended to the Government to impose penalty of
permanently withholding the pension payable to DGO-
1 Sri L.C. Ganiger, the then Executive Engineer,
Panchayath Raj Engineering Division, Chikkodi and
also to withhold the pensionary benefits payable to
DGO-1 Sri L.C.Ganiger, if not already paid to him.

2. Action taken in the matter shall be intimated to this
Authority.


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

KARNATAKA LOKAYUKTA

No. LOK/ARE-3/ENQ-34/2009

M.S.Building,
Dr. B.R.Ambedkar Veedhi,
Bengaluru - 560001.

Date: 23.05.2018

Enquiry report

Present: Sri.S. Renuka Prasad
Additional Registrar Enquiries-3

Sub: Departmental Enquiry against Sriyuths:
(1) L.C. Ganigera, the then Executive Engineer
Panchayath Raj Engineering Division, Chikkodi,
Belgaum District
(2) S.G. Mane, Assistant Executive Engineer
(3) R.V. Shivarayi, Assistant Engineer,
(4) Vasanth Kumar, Assistant Engineer
(5) Raj Kumar, Assistant Engineer
(6) M.R. Kulakarni Assistant Engineer, PRE Sub-
Division, Gokak, Belgaum District – reg

Ref: 1. Report under Section 12(3) of the Karnataka
Lokayukta Act, 1984, in No. Compt/Uplok/BGM/
186/ 2009/ARLO-4 dated 15.09.2009
2. G.O. No. RDPR 18 ENQ 09 dated 23.10.2009
3. Nomination Order No.LOK/INQ/14-A/63/2009-10
dated 9.11.2009 of Hon'ble Upalokayukta,
Karnataka State, Bengaluru.

1. The complainant Sri Sathish Jarkhiholli S/o Lakshman Rao Jarkhiholli, R/o Hill Garden, Gokak, who was the sitting member of Karnataka Legislative Assembly during 2009 Belgaum (hereinafter referred to as 'complainant') has filed a complaint to

the Hon'ble Lokayukta and submitted the complaint in form no.1 with the supporting affidavit in form no.II on 23.7.2009 against

- (1) L.C. Ganigera, the then Executive Engineer Panchayath Raj Engineering Division, Chikkodi, Belgaum District
- (2) S.G. Mane, Assistant Executive Engineer
- (3) R.V. Shivarayi, Assistant Engineer,
- (4) Vasanth Kumar, Assistant Engineer
- (5) Raj Kumar, Assistant Engineer (under suspension)
- (6) M.R. Kulakarni Assistant Engineer, PRE Sub-Division, Gokak, Belgaum District

(hereinafter referred to as DGOs 1 to 6) making allegations against them that they have committed irregularities in execution of various road works undertaken within the jurisdiction of PRE Division, Chikkodi during 2008-09, substandard execution of road works, not executing the works as per the estimate sanctioned under the action plan, misappropriation of funds allocated towards the said road works, indulging in corrupt practices, dereliction of duty etc.,

2. According to the complainant, State Government vide order dated 18.8.2008 accorded sanction to take up several works in the Arabhavi Assembly Constituency in Belgaum District and allocated 7 crores for the said purpose under the Chief Ministers Special Grant. Apart from other works, 31 road works were also included in the action plan to be executed by utilizing the allocated sum of Rs. 6.00 crores released to the PRE Division, Belgaum Zilla Panchayath. The details of the 31 road works and the amount sanctioned in the Government order dated 18.8.2008, are as follows:

Sl. No.	Name of the Work	Amount Sectioned in the G.O dated 18.8.2008 (Rs. In Lakhs)
1	Improvements to Patugundi-Kamaladinni Road in Gokak Taluk	45.00
2	Improvements to Yadwad Mirji Road	30.00
3	Improvements to Yadwad Metagudd Road	35.00
4	Improvements to Mudalagi-Rangapura-Kamaladinni Road	35.00
5	Improvements to Rajapur-Sangankeri Road	30.00
6	Improvements to Road from Mannikeri-Hulkunda Road in Gokak Taluk	25.00
7	Improvements to Hallur Cross to Shivapur (H) Road	10.00
8	Improvements to Kulgod Hosatti Road	22.00
9	Improvements to Venkatapur Cross to Venkatapur road	20.00
10	Improvements to Ningapur-Gosbal Road	10.00
11	Improvements to Kaujalgi-Rederatti Road	14.80
12	Improvements to Sundoli cross to Sundoli village	20.00
13	Improvements to Khemmankol village to Khemmankol cross (Betigeri Road)	20.00
14	Improvements to Mannikeri Mallikeri Road	20.00
15	Improvements to Khanatti to Mahalingpur Road	25.00
16	Improvements to Mudalgi Marapur Road	25.00
17	Improvements to Udagatti cross to Udagatti	15.00
18	Improvements to Hosatti cross to Hosatti village	15.00
19	Improvements to Arabhavi Math-Shindikurbet Road	15.00
20	Improvements to Munyal-Hunshyal PY Road	15.00
21	Improvements to Mudalgi-Gavithota Road	15.00
22	Improvements to K. Hanumapur approach road	8.00
23	Improvements to Lakshmeshwar-Bairanatti Road	10.00
24	Improvements to Ningapur Village to Ningapur cross	10.00
25	Improvements to Kalliguddi Yadwad Road	10.00

26	Improvements to Rederatti Yadwad Road	10.00
27	Improvements to Kulgod-Hunshyal PY Road	6.00
28	Improvements to Gujanatti approach Road	7.20
29	Improvements and Widening of Road from Mudalgi cross to Mudalgi	25.00
30	Improvements to Rangapur cross to Munyal Road	25.00
31	Improvements to Naganur-Nipanal Road	20.00

3. According to the complainant, short-term tenders were called for, for execution of the above mentioned 31 road works and works were allotted to various contractors with a stipulation to complete the work within a period of 6 months. It is the allegation of the complainant that, some of the road works have just commenced, while others have not yet begun. But amounts have been released to the contractors even though no work was executed and in some cases the quantity of works executed are far less than the amount released to the contractors. According to the allegations made against the DGOs, they are the concerned Engineers who were responsible for execution of those 31 road works and they, without supervising the works properly and without inspecting the works, released the amount in favour of the contractors, having colluded with them, even though except two works none of the other works have been completed and certain works were not taken up for execution.

4. It is the specific allegation of the complainant that, he being the MLA representing Arabhavi Assembly Constituency, persuaded the Hon'ble Chief Minister and got released about 7.00 crores to take up developmental activities in his constituency under the Chief Minister's Special Package for Gokak Taluk, out of which, Rs. 6.00 crores was earmarked for upgradation and formation of

31 roads in Arabhavi Constituency. It is his allegation that, out of 31 road works, certain works are not yet taken up for execution and the remaining works have not been completed (as on the date of filing of complaint) even to the extent of 50% but, a sum of Rs. 5.74 crores has been released in favour of the Contractors, though the works were not completed within the stipulated period. It is his further allegation that, the DGOs have not taken any action against those contractors who have not completed the works within the stipulated period but, proceeded to disburse major portion of the amount to them, probably for extraneous consideration, knowing fully well that, none of the works have been completed by the contractors. Hence, he requested Hon'ble Lokayukta to take up investigation of the complaint and to take action against erring Government officials/Engineers who are responsible for such irregularities and misappropriation of funds.

5. Hon'ble Lokayukta taken up investigation of the said complaint under Section 9 of Karnataka Lokayukta Act and the complaint was referred to Technical wing for conducting investigation and to submit a report regarding the allegations made in the complaint. The Chief Engineer, TAC, Karnataka Lokayukta entrusted the investigation to Sri K.S. Nagaraja, Executive Engineer-1, Technical Wing, Karnataka Lokayukta, Bengaluru (hereinafter referred to as the 'investigating officer') for detailed investigation and to submit a report. The investigating officer along with the Chief Engineer conducted investigation by visiting the work spots on 26th and 27th August 2009 in the presence of DGOs 1 to 6 and the complainant. Having conducted detailed investigation, the investigating officer submitted a detailed report dated 14.9.2009. In his report, the investigating officer has concluded that, out of the 31 works, 27 works mentioned in the complaint have been

inspected and found that, only two works have been fully executed as recorded in the measurement book but, in respect of remaining 25 works, allegation made by the complainant against the DGOs 1 to 6 are proved, and the deficiencies noticed during inspection in respect of execution of those 27 works are verified, with reference to the entries in the measurement books and concluded that, the amounts released to the contractors are in excess of the works physically executed by such contractors and the works executed are of substandard quality and DGOs 1 to 6 are responsible for such irregularities, excess payments, misappropriation of funds etc., The work spots of remaining four works are not visited and inspected by the investigating officer since DGOs 1 to 6 who were present during inspection, have admitted that, those works were not taken up for execution and no work was commenced in respect of those four works. The investigation officer has noticed that, even with respect to those four works which are not been taken up for execution as per the say of DGOs 1 to 6, amounts were found to have been released to the Contractors as per the entries in the M.B. book and relevant records.

6. On the basis of the report of the investigating officer and the mahazar prepared during such investigation, Hon'ble Lokayukta having come to the conclusion that, DGOs 1 to 6 are responsible for drawing and disbursing the major portion of the amount sanctioned by the Government, without completing the works thereby committed dereliction of duties and the acts of DGOs 1 to 6 amounts to grave misconduct while discharging their official duties. Accordingly, a report under Section 12(3) of the Karnataka Lokayukta Act has been forwarded to the State Government/ Competent Authority by the Hon'ble Lokayukta in

the capacity of incharge Upalokayukta recommending to initiate disciplinary proceedings against DGOs 1 to 6 by following the procedure prescribed for imposing major penalty and to entrust the enquiry under Rule 14-A of KCS(CCA) Rules to the Hon'ble Upalokayukta to hold enquiry. Accordingly, the Government in the department of Rural Development and Panchayath Raj, on considering the recommendation made in the report forwarded under Section 12(3) of the Karnataka Lokayukta Act, acted on that recommendation and issued Government order No. RDPR 18 ENQ 09 dated 23.10.2009 initiating disciplinary proceedings against DGOs 1 to 6 and entrusted the enquiry to Hon'ble Upalokayukta under Section 14-A of KCS (CCA) Rules. On the basis of the said Government order, Hon'ble Upalokayukta issued nomination order in LOK/INQ/14-A/63/2009 dated 9.11.2009 entrusting the enquiry, by nominating ARE-3 to frame charges against DGOs 1 to 6 and to hold enquiry and to submit a report. Accordingly, the then ARE-3 framed articles of charges and statement of imputation of misconduct against DGOs 1 to 6 which reads as follows:

"CHARGE No:1 That you DGO No. 1, L.C.Ganiger, Executive Engineer, Panchayath Raj Engineering Division, Chikkodi, Belgaum District; DGO No. 2, S.G.Mane, Assistant Executive Engineer; DGO No.3, R.V.Shivarayi, Assistant Engineer both at Panchayath Raj Engineering Sub-Division, Gokak, Belgaum District while working as such the Government of Karnataka vide its order No. G.O. No. GRA/AP/68/3/RRC/2008, Dated: 18/08/2008, sanctioned and released an amount to the tune of Rs. 6 crores in favour of Panchayath Raj Engineering Department, Belgaum Zilla Panchayath to carry out 31 road works in addition to other works in Arabhavi constituency, Belgaum District. Out of them you DGO No. 1 to 3 together have

undertaken nine works as per Annexure - A. In these nine works, the works at Sl. No. 7, 8, and 9 (23, 24 and 27) as per Annexure - A have been not at all commenced and the other six works even though commenced not at all completed fully. But, the amount to the tune of Rs.86,75,004/- paid to the contractors for these works. Colluding with the contractors you have misappropriated the amount sanctioned for the works without executing three (3 No's) works and without completing the six (6 No's) works as per tender specifications. You being the Government Servants / Engineers have undertaken the Government works and drawn and disbursed the above said amount without executing any items in three (3 No's) works without executing some of the items fully in the other six works and thereby committed dereliction of duty which amounts to grave misconduct while discharging your official duties and thereby you have failed to maintain absolute integrity devotion to duty and also did an act of unbecoming of Government Servant and thus you are guilty of misconduct under Rule 3(1) (i) to (iii) of KCS (Conduct) Rules 1966.

ANNEXURE - A

Sl. No.	Old Sl. No.	Name of work	Total Deficit Amount	L.C. Ganigera E.E (25%)	S.G. Mane A.E.E. (37.5%)	R.B.Shivarai A.E. (37.5%)
			Amount (in Rs.)	Amount (in Rs.)	Amount (in Rs.)	Amount (in Rs.)
1		2	3	4	5	6
1	8	Improvements to Kulagodu-Hosatti road.	2057925	514481	771722	771722
2	10	Improvements to road from Nigapur - Gosbal village.	955090	238772	358159	358159
3	11	Improvements to Koujalagi - radratti (ch.2.00 to 4.50)	33594	8398	12598	12598
4	12	Improvements to road from Sunadolli cross to Sunadolli village.	242639	60659	90990	90990

5	13	Improvements to road from Kemmanakol village to Kemmanakol cross.	1639619	409905	614857	614857
6	18	Improvements to road from Hosatti cross to Hosatti village.	1454022	363506	545258	545258
7	23	Improvements to road from Laxmeshwar-Bairanatti	961507	240375	360566	360566
8	24	Improvements road from Ningapur village to Ningapur cross road.	749179	187295	280942	280942
9	27	Improvements to Kulagod Hunashyal P.Y. road	581429	145357	218036	218036
		TOTAL	8675004	2168748	3253128	3253128

CHARGE No:2 That you DGO No. 1, L.C.Ganiger, Executive Engineer, Panchayath Raj Engineering Division, Chikkodi, Belgaum District; DGO No. 2, S.G.Mane, Assistant Executive Engineer; DGO No. 4, Sri. Y.Vasanth Kumar, Assistant Engineer both at Panchayath Raj Engineering Sub-Division, Gokak, Belgaum District while working as such the Government of Karnataka vide its order No. G.O. No. GRA/AP/68/3/RRC/2008, Dated: 18/08/2008, sanctioned and released an amount to the tune of Rs. 6 crores in favour of Panchayath Raj Engineering Department, Belgaum Zilla Panchayath to carry out 31 road works in addition to other works in Arabhavi constituency, Belgaum District. Out of them, you DGO No. 1, 2 and 4 together have undertaken 10 works as per Annexure - B and all the 10 works, even though commenced not at all completed fully, but the amount to the tune of Rs.1,80,67,504/- paid to the contractors for these works. colluding with the contractors you have mis-appropriated the amount sanctioned for the works without completing the works as per tender specifications. You being the Government Servants / Engineers have undertaken the Government works and drawn and disbursed the above said amount without completing the works fully and thereby

committed dereliction of duty which amounts to grave misconduct while discharging your official duties and thereby you have failed to maintain absolute integrity devotion to duty and also did an act of unbecoming of Government Servant and thus you are guilty of misconduct under Rule 3(1) (i) to (iii) of KCS (Conduct) Rules 1966.

ANNEXURE-B

Sl. No.	Old Sl. No.	Name of work	Total Deficit Amount	L.C. Ganigera E.E (25%)	S.G. Mane A.E.E. (37.5%)	Y.Vasanth kumar A.E. (37.5%)
			Amount (in Rs.)	Amount (in Rs.)	Amount (in Rs.)	Amount (in Rs.)
1		2	3	4	5	6
1	1	Improvement to Road from Patagundi cross to Kamaladinni.	4110529	1027633	1541448	1541448
2	4	Improvements to Mudalagi-Rangapur-Kamaladinni road.	3301743	825437	1238153	1238153
3	7	Improvements to Hallur cross to Shivapur road.	754609	188653	282978	282978
4	15	Improvements to road from Khanatti village to Mahalingapur road.	1535108	383778	575665	575665
5	16	Improvements to Mudalagi – Marapur road.	2055584	513896	770844	770844
6	20	Improvements to Munyal – Hunasyal P.Y. road.	1405195	351299	526948	526948
7	21	Improvements to Mudalagi gavi thota road.	850444	212610	318917	318917
8	28	Improvements to Gujanatti approach road.	349958	87490	131234	131234
9	30	Improvements to road Rangapur cross to Munyal road.	1766378	445194	662392	662392
10	31	Improvements to Naganur Nipanal road..	1937956	484488	726734	726734
		TOTAL	18067504	4516878	6775313	6775313

CHARGE No:3 That you DGO No. 1, L.C.Ganiger, Executive Engineer, Panchayath Raj Engineering Division, Chikodi, Belgaum District; DGO No. 2, S.G.Mane, Assistant Executive Engineer; DGO No. 5, Sri. Rajkumar, Assistant Engineer both at Panchayath Raj Engineering Sub-Division, Gokak, Belgaum District while working as such the Government of Karnataka vide its order No. G.O. No. GRA/AP/68/3/RRC/2008, Dated: 18/08/2008, sanctioned and released an amount to the tune of Rs. 6 crores in favour of Panchayath Raj Engineering Department, Belgaum Zilla Panchayath to carry out 31 road works in addition to other works in Arabhavi constituency, Belgaum District. Out of them, you DGO No. 1, 2 and 5 together have undertaken 2 works as per Annexure - C and both the works, even though commenced not at all completed fully, but the amount to the tune of Rs.25,57,659/- paid to the contractors for these works. Colluding with the contractors you have misappropriated the amount sanctioned for the works without completing the works as per tender specifications. You being the Government Servants / Engineers have undertaken the Government works and drawn and disbursed the above said amount without completing the works fully and thereby committed dereliction of duty which amounts to grave misconduct while discharging your official duties and thereby you have failed to maintain absolute integrity devotion to duty and also did an act of unbecoming of Government Servant and thus you are guilty of misconduct under Rule 3(1) (i) to (iii) of KCS (Conduct) Rules 1966.

ANNEXURE-C

Sl. No.	Old Sl. No.	Name of work	Total Deficit Amount	L.C. Ganigera E.E (25%)	S.G. Mane A.E.E. (37.5%)	Rajkumar A.E. (37.5%)
			Amount (in Rs.)	Amount (in Rs.)	Amount (in Rs.)	Amount (in Rs.)
1		2	3	4	5	6

1	17	Improvement to Road from Udagatti Cross to Udagatti	1095285	273821	410732	410732
2	19	Improvements to Arabhavi math to Shindikurbet road	1462374	365594	548390	548390
		TOTAL	2557659	639415	959122	959122

CHARGE No:4 That you DGO No. 1, L.C.Ganiger, Executive Engineer, Panchayath Raj Engineering Division, Chikodi, Belgaum District; DGO No. 2, S.G.Mane, Assistant Executive Engineer; DGO No.6, M.R.Kulakarni, Junior Engineer, both at Panchayath Raj Engineering Sub-Division, Gokak, Belgaum District while working as such the Government of Karnataka vide its order No. G.O. No. GRA/AP/68/3/RRC/2008, Dated: 18/08/2008, sanctioned and released an amount to the tune of Rs. 6 crores in favour of Panchayath Raj Engineering Department, Belgaum Zilla Panchayath to carry out 31 road works in addition to other works in Arabhavi constituency, Belgaum District. Out of them you DGO No. 1 to 6 together have undertaken nine works as per Annexure - D. In these nine works, the works at Sl. No. 8 as per Annexure - D have been not at all commenced and the other eight works even though commenced not at all completed fully. But, the amount to the tune of Rs.1,18,79,502/- paid to the contractors for these works. Colluding with the contractors you have misappropriated the amount sanctioned for the works without executing one (1 No) work and without completing the eight (8 No's) works as per tender specifications. You being the Government Servants / Engineers have undertaken the Government works and drawn and disbursed the above said amount without executing any items in one (1 No) work and without completing eight works and thereby committed dereliction of duty which amounts to grave misconduct while discharging your official duties and thereby you have failed to maintain absolute integrity devotion to duty and also did an act of

unbecoming of Government Servant and thus you are guilty of misconduct under Rule 3(1) (i) to (iii) of KCS (Conduct) Rules 1966.

ANNEXURE-D

Sl. No.	Old Sl. No.	Name of work	Total Deficit Amount	L.C. Ganigera E.E (25%)	S.G. Mane A.E.E. (37.5%)	M.R. Kulakarni A.E. (37.5%)
			Amount (in Rs.)	Amount (in Rs.)	Amount (in Rs.)	Amount (in Rs.)
1		2	3	4	5	6
1	2	Improvements to Yadwad Mirji road.	2412227	603057	904585	904585
2	3	Improvements to Yadwad Metagudda road.	1429109	357277	535916	535916
3	5	Improvements to Rajapur Sangakeri road.	1222506	305626	458440	458440
4	6	Improvements to Mannikeri Hulkund road.	1571858	392964	589447	589447
5	9	Improvements to Venkatapur approach road.	1543511	385877	578817	578817
6	14	Improvements to Mannikeri – Mallikeri road.	1362396	340600	510898	510898
7	22	Improvements to K.Hanamapur road.	434222	108556	162833	162833
8	25	Improvements to Kalliguddi-Yadwad Road	973900	243474	365213	365213
9	26	Improvements to Raderatti-Yadwad road.	929773	232443	348665	348665
		TOTAL	11879502	2969874	4454814	4454814

STATEMENT OF IMPUTATION OF MISCONDUCT:

The allegation against the Respondent No. 1 to 6 in brief are that, the State Government under its order No. GO. NO> GRA/ AP/68/3/RRC/2008, Dated:18/08/20-08, sanctioned and released an amount to the tune of Rs. 6 crores in favour of Panchayath Raj

Engineering Department, Belgaum Zilla Panchayath to carry out works mentioned in the Government order. As per the said order these tenders were called and works were allotted to various contractors. The complainant has alleged that, as per the Government Order 31 road works including other works were to be executed by the respondents. It is alleged that, the respondents being the Government servants / Engineers who were in-charge of releasing payments in respect of completed works colluding with the contractors released entire amount sanctioned by the Government in favour of the contractors knowing fully well that the works under taken by the contractors were not at all being completed. According to the complainant out of 31 works even a single work has not been completed fully. He has further alleged these respondents colluding with the contractors have misappropriated the amount of Rs.5.74 crores without completing any works undertaken.

On the basis of the complaint filed by complainant matter was referred to technical wing, Karnataka Lokayukta, The Chief Engineer, Karnataka Lokayukta who took up the matter, conducted an investigation on 26 and 27th of August 2007, in the presence of all the respondents and complainant. Thereafter, he submitted a detailed report, as per the report the Government has sanctioned and released an amount to the tune of Rs. 6 crores in favour of Panchayath Raj Engineering Division, , Belgaum to carry out 31 road work in addition to other work in Arabhvi Constituency, Belgaum District. The report further shows that, spot inspections were conducted in respect of 27 works by the Chief Engineer and other Engineers. During the inspection concerned E.E. who was present personally i.e., respondent No. 1, informed that out of 31 works 4 works have not been commenced. They are 1. Improvements to Laksmeshwara Bairanatti Road. 2. Improvements to Ningapur Village to Ningapur Cross. 3.

Improvements to Kalliguddi Yadwad Road and 4. Improvements to Kulgod Hunshyal PY Road.

Lokayukta Engineers inspected each work personally and it has been noticed whether the works undertaken have been completed or not. The report clearly shows, the Chief Engineer after due inspection came to a conclusion that out of 31 works undertaken, they inspected 27 works among them, only 1 work completed and other works have not been completed fully. An amount of Rs. 4,11,41,254/- have been paid to the contractors and 4 works have not at all commenced till today. But, the sanctioned amount to concerned works have been paid to the contractors. The report prima facie shows that the respondent No. 1 to 6, being the Government servant / Engineers who have undertaken the Government works, drawn and disbursed the amount sanctioned by the Government without completing the works and thereby committed dereliction of duties the act of respondents amounts to grave misconduct while discharging their official duties.

Therefore, the materials on record make out prima facie case to initiate departmental enquiry against the DGOs for misconduct committed by them. Hence, the recommendation under section 12(3) of Karnataka Lokayukta Act were sent to Disciplinary Authority to initiate Disciplinary enquiry against the DGO's. The Government after considering the recommendation u/s 12(3) of Karnataka Lokayukta Act issued Government Order No. RDPR 18 ENQ 09, Dated: 23/10/2009 entrusting Departmental Enquiry to Hon'ble Upalokayukta, Hence the charge."

7. On service of articles of charges against them, DGOs 1 to 6 have appeared before this authority and first oral statement of DGOs 1 to 6 was recorded. DGOs 1 to 6 have denied the charges made against them and they desired to be tried by this authority. They

have engaged the services of Advocates of their choice to defend them in this enquiry.

8. DGOs 1 to 6 have filed their common written statement on 7.7.2010 denying the allegations made against them in the complaint and also disputing the correctness of the report submitted by the investigating officer. It is their contention that, the investigating officer has not conducted the physical examination of the works with technical expertise as per the norms for inspection of civil works and in connivance with the complainant prepared a false report indicting them falsely and the report deserves to be rejected. It is their further contention that, the Chief Engineer and Investigating officer, coerced them forcibly to sign the mahazar written by him without subjective satisfaction and by threatening them/DGOs 1 to 6 of arresting them by Lokayukta police, their signatures have been obtained forcibly on the mahazar. They have seriously disputed the correctness of the report submitted by the investigating officer and taken up a contention that, all the works entrusted to the Contractors have not been completed in full, as such full payments are not released to the contractors. According to them, the payments made with respect to each works are, less than the quantity of work executed by each of such contractors in respect of the works entrusted to them. They have further taken up a contention that, all the road works have been taken up for execution, and during their progress, were affected by heavy monsoon rains of 2009 which left its impression over the works executed. They have taken up a contention that, because of this reason, contractors have not been paid full payments towards these works and major portion of the amounts have been retained subject to the completion of the works as per the contract and no completion report in respect of these

works were submitted, as such no final payments have been made by them in respect of those works. They have taken up a further contention that, the change of season has led to delay in the works and its progress and action against the contractors for the delay in execution of the works, are yet to be taken up. Regarding the state of the works executed as noticed by the investigating officer during his spot inspection, DGOs 1 to 6 have taken up a contention that, the progress of the work have been tampered with by natural calamities of 2009 and are left without further maintenance by the department due to the allegations made by the complainant against them and also due to the fact that, before completion of the roads, publics were allowed to use those roads and this is also a reason for the condition of the roads contributed to the normal wear and tear of the said roads. It is their contention that, the works have not been completed with completion report and final payments have not been made to the contractors and without considering these aspects the investigating officer being influenced by the complainant, falsely indicting them submitted a false report. Along with their written statement, they have submitted a detailed statement regarding progress of work done with respect to each of the 31 road works and payments released with reference to each such works. DGOs 1 to 6 taking up such contentions in their written statement requested this authority to drop the proceedings against them and to absolve them from the charges levelled against them.

9. When the matter was taken up for enquiry, on behalf of disciplinary authority two witnesses have been examined viz., complainant as PW1 and investigating officer/the then Executive Engineer-1, TAC, Karnataka Lokayukta, Bengaluru as PW2. 47 exhibits came to be marked as Ex-P1 to P47 during the evidence of

PW1 and PW2. After closure of the evidence on behalf of the disciplinary authority, second oral statements of DGOs 1 to 6 have been recorded. DGOs 1 to 6 though desired to lead defence evidence in support of their defence, they did not choose to examine themselves as witnesses but, desired to examine certain witnesses in support of their defence. Since DGOs did not chose to examine themselves, they have been questioned under Rule 11(18) of KCS(CCA) Rules with reference to the evidence given by PW1 and PW2 and documents produced during their evidence. DGOs 1 to 6 have denied the evidence given by PW1 and PW2 claiming it as false and further claimed that, the complaint is barred by limitation and the complaint is politically motivated and the complainant without collecting the details of the works done and payments made to the contractors, filed a false complaint making false allegations against them. They have further contended that, no inspection of roads in question was done by PW2/investigating officer and he has submitted a false report. According to them, as on today all the Road works executed and improvements done to the roads, are in good condition and roads are in motorable condition and the roads are in use for the last 6 years. They have taken up a further contention that, the investigating officer has not obtained any documents from PWD authorities and from Chief Executive Officer, Zilla Panchayath, Belgaum and no third party inspection was got done in respect of the road works. It is their further contention that, no final payments have been made to the contractors and all the payments have been made as per the works physically executed. It is their specific contention that, the report of the investigating officer was got prepared under the pressure from the complainant and since the complainant is a sitting MLA he, by using his political influence, got the false report prepared through PW2, just to harass them. Since they desired to examine

witnesses by producing documents to prove their innocence, permission was given to them accordingly.

10. On behalf of the DGOs, 3 witnesses have been examined as DW1 to DW3 and 7 documents came to be marked during the evidence of DW1 to DW3 as Ex-D7 to D13. Ex-D1 to D6 are the documents confronted to PW2 during his cross examination and got marked through him as Ex-D1 to D6.
11. Thereafter, the learned Presenting Officer filed written arguments highlighting the case of the complainant with reference to the evidence adduced on behalf of the disciplinary authority both oral and documentary and submitted that, disciplinary authority has been able to establish the charges against the DGOs 1 to 6 and requested this authority to conclude that, the charges against DGOs 1 to 6 have been established.
12. The learned counsel for DGOs submitted his written arguments in detail and also submitted his oral arguments and also raised the question regarding the validity of the report forwarded to the Competent Authority under Section 12(3) of Karnataka Lokayukta Act arguing that, while scrutinizing the complaint and investigating the complaint under Section 9 of the Karnataka Lokayukta Act mandatory provision of Section 9(3) of the Karnataka Lokayukta Act has not been followed and no opportunity was given to the DGOs to offer their comments/remarks on the allegations made against them by the complainant in the complaint and the report of the investigating officer and hence, the entire enquiry stands vitiated due to non compliance of Section 9(3) of Karnataka Lokayukta Act. He also placed reliance on the decision of the Hon'ble High Court of

Karnataka reported in ILR 1990 KAR 223 wherein, the Hon'ble High Court held that, Clauses (a) and (b) of Sub-section (3) of Section 9 of Karnataka Lokayukta Act are mandatory and those provisions cannot be disregarded and it is obligatory to comply with the same when investigation into a complaint against a Government servant was taken up under Section 9 of the Karnataka Lokayukta Act, involving a grievance or an allegation against such Government servant. Having heard the arguments of the learned counsel for DGO in detail, this matter is taken up for consideration.

13. The points that would arise for the consideration of this authority are:

Point No.1: Whether the charges framed against the DGOs-1 to 6 are proved by the Disciplinary Authority?

Point No.2: What order?

14. The above points are answered as under:

Point No.1: In the 'Affirmative'

Point No.2: As per final order.

REASONS

15. Before taking up this matter for consideration on its merits, it is necessary to consider the arguments canvassed by the learned counsel for DGO regarding non compliance of Section 9(3) of Karnataka Lokayukta Act during the process of the scrutiny of the complaint. The complaint filed by the complainant was registered as Compt/Uplok/BGM-186/2009 and since the post of Upalokayukta was vacant, Hon'ble Lokayukta in the capacity and

since holding the charge of the post of Upalokayukta, took up investigation of the said complaint and referred the complaint to TAC wing for investigation. The investigating officer to whom the complaint was assigned for investigation has conducted investigation and has visited the work spots and inspected the works in the presence of DGOs 1 to 6 and also that of the complainant and submitted his report. On considering the said report, Hon'ble Lokayukta in the capacity of Upalokayukta, forwarded a report under Section 12(3) of Karnataka Lokayukta Act to the State Government recommending to initiate disciplinary proceedings against DGOs 1 to 6. The Government has acted on the said recommendation and issued Government order dated 23.10.2009 initiating disciplinary proceedings against DGOs 1 to 6 and entrusted the enquiry under Rule 14-A of KCS(CCA) Rules to Hon'ble Upalokayukta. Since ARE-3 was nominated as enquiry officer entrusting the enquiry to him, ARE-3 proceeded to frame charges and served Articles of charges on the DGOs and in pursuance of service of AOC on them, DGOs 1 to 6 appeared before the enquiry officer/ARE-3 on 19.4.2010. Though they have filed their written statement, no such contention regarding the non compliance of Section 9(3) of Karnataka Lokayukta Act was taken up or canvassed by them, in their written statement.

16. It is pertinent to note that, DGOs 1 to 6 have filed Writ Petition before the Hon'ble High Court of Karnataka in W.P. No. 55201 – 55211/2013 wherein, they have prayed for quashing of the investigation report dated 14.9.2009 furnished by the Executive Engineer of Technical Wing of Karnataka Lokayukta/investigating officer. But they did not chose to prosecute the said writ petition and their counsel submitted before the Hon'ble High Court that, petitioners are not pressing these writ petitions since they propose

to file application before the Hon'ble Lokayukta for appropriate relief/direction. On the basis of this submission made on behalf of the writ petitioners, writ petitions came to be disposed of as not pressed, vide order dated 14.8.2014.

17. The learned counsel for the Petitioners while making his submissions before the Hon'ble High Court of Karnataka, has also submitted that, mandatory procedure contemplated by Section 9(3) of Karnataka Lokayukta Act has not been followed before commencement of the departmental enquiry. So far as this submission made on behalf of the petitioners are concerned, the Hon'ble High Court has observed that, it is not in dispute that, such contention was not raised by the petitioners before commencement of the enquiry or immediately on its commencement, on the contrary the petitioners faced the enquiry for about two years which has now reached its final stages. By observing as such the Hon'ble High Court while disposing of the writ petitions has made the following observations:

- “(i) The petition is disposed of as not pressed.
- (ii) It is open to the petitioners to file application, as aforementioned, before the Karnataka Lokayukta. If any such application is filed, I trust that the Lokayukta shall consider the same in accordance with law.
- (iii) While making such observations, it is made clear, that this court has not examined or recognized the petitioners right to make such application.
- (iv) Further, I shall not be understood to have issued any direction as such to the Lokayukta to consider the petitioners application. It is for the Lokayukta to decide, whether to entertain such application, in accordance with law.”

18. Despite such an observation made by the Hon'ble High Court of Karnataka in its order dated 14.8.2013, DGOs have not chosen to file any application before the Hon'ble Lokayukta/Upalokayukta. But an application was filed before the enquiry officer ARE-3 raising such a contention of non compliance of section 9(3) of Karnataka Lokayukta Act while processing the complaint. My learned predecessor vide order dated 10.11.2014 did consider this contention of the DGOs and the decision relied upon by them reported in ILR 1990 Karnataka 223 (N. Gundappa Vs. State of Karnataka) and observed that, since it is an interim application and enquiry is not fully completed, findings cannot be given on the question of law at this stage of enquiry and the question of law raised on behalf of DGOs that, the law laid down in the said decision is not followed, is kept open to be considered at the final stage of enquiry. Taking advantage of this findings of my learned predecessor, the learned counsel for DGO vehemently argued that, this legal question of not providing an opportunity to the DGOs under Section 9(3) of Karnataka Lokayukta Act and non compliance of the procedure, should be considered now and since the DGOs were not provided with an opportunity under Section 9(3) of the Act, it has to be held that, the entire proceedings is vitiated.
19. I have considered this argument advanced on behalf of the DGOs by their learned counsel. Section 9(3) provides that, where Lokayukta/Upalokayukta proposes after making such preliminary enquiry, to conduct any investigation under this Act, he shall forward a copy of the complaint to the public servant providing him an opportunity to offer his comments on such complaint. At the stage of processing of the complaint, after taking up investigation under Section 9 of the Karnataka Lokayukta Act, the complaint

was referred to TAC wing for investigation and after receiving the report and since the allegations against the DGOs are prima facie established during such investigation a report under Section 12(3) of Karnataka Lokayukta Act was forwarded to the Competent Authority. The Government acted on that report and entrusted the enquiry to Hon'ble Upalokayukta under Rule 14-A of KCS(CCA) Rules. The DGOs have not challenged either the report forwarded under Section 12(3) of Karnataka Lokayukta Act to the Competent Authority or the Government order dated 23.10.2009 issued, initiating disciplinary proceedings against them and entrusting the matter under Rule 14-A of KCS(CCA) Rules to the Hon'ble Upalokayukta. The writ petition filed by them was with a prayer to quash the report of the investigating officer but, they have not expressed their grievance in so far as report dated 15.9.2009 under Section 12(3) of Karnataka Lokayukta Act or the Government order dated 23.10.2009. Even the Hon'ble High Court of Karnataka made an observation that, such a contention was not raised by the Petitioners before the commencement of the enquiry or immediately on its commencement. DGOs have participated in the enquiry and contested the same. Therefore, this is not the stage to consider such grievance of the DGOs, in this enquiry.

20. Further, it is to be noticed that, the Competent Authority/ State Government having acted on the recommendation made under Section 12(3) of the Karnataka Lokayukta Act issued GO dated 23.10.2009 initiating disciplinary proceedings against DGOs 1 to 6 and entrusted the enquiry under Rule 14-A of KCS(CCA) Rules and in pursuance of the nomination order issued by Hon'ble Upalokayukta, this enquiry is being conducted by the nominated enquiry officer/ARE-3. As per the nomination order, the enquiry officer/ARE-3 has to conduct enquiry and to submit a report giving

a finding as to whether charge against the DGOs are established or not. The enquiry officer has no authority to consider the matters pertaining to the stage of scrutiny of the complaint and procedure followed during such scrutiny.

21. In W.P. No. 5361/2016 (S-KAT) in the judgment dated 6.4.2016 (Sri J.P. Prakash Vs. State of Karnataka), the Hon'ble High Court considered a question regarding challenging of report under Section 12(3) of Karnataka Lokayukta Act before KAT and since KAT refused to interfere, challenged the said order of KAT before the Hon'ble High Court in the above said writ petition. The Hon'ble High Court observed as follows:

“The second aspect is that, the Government has acted upon the recommendation of Lokayukta under Section 12(3) of the Act for the purpose of initiation of inquiry. In the peculiar circumstance, prior to Government acting upon the order of the Hon'ble Lokayukta under Section 12(3) of the Act, there was no challenge by the petitioner and it is only after the order was passed for initiation of enquiry, the challenge is made by the petitioner to the order of Hon'ble Lokayukta under Section 12(3) of the Act. Further, the scope of enquiry even at the stage when the recommendation is made under Section 12(3) of the Act by the Hon'ble Lokayukta, at the level of State Government cannot be so wide as sought to be canvassed, because, if such an exercise is permitted, it would result in permitting the Government to exercise the appellate power against the recommendation made by the Hon'ble Lokayukta under Section 12(3) of the Act, which is neither conceived nor provided under the scheme of the Act. It is hardly required to be stated that when the Hon'ble Lokayukta has recommended for initiation of the enquiry under Section 12(3) of the Act, the Government cannot go behind the recommendation made by the Hon'ble Lokayukta unless the

order of the Upa-Lokayukta is set aside by the Competent Authority.”

22. The Hon'ble High Court has observed that, once the report under Section 12(3) of Karnataka Lokayukta Act has been forwarded to the State Government, the Government has to act upon the said recommendation and the Government has no power to examine the validity of the report sent under Section 12(3) of the Karnataka Lokayukta Act as it amounts to permitting the Government to exercise the Appellate power against the recommendation made under Section 12(3) of Karnataka Lokayukta Act. The ratio of this decision is equally applicable to the question raised in the arguments advanced by the learned counsel for DGOs. Admittedly, the report under Section 12(3) of Karnataka Lokayukta Act forwarded to the State Government, has not been challenged by the DGOs. Even the Government order initiating disciplinary proceedings against them on the basis of that report, has not been challenged by them. No petition or application has been filed by the DGOs before Hon'ble Upalokayukta raising such a contention, though they were permitted to file such an application as per the orders of the Hon'ble High Court dated 14.8.2014. The enquiry officer, since nominated by Hon'ble Upalokayukta, has to conduct enquiry as per the nomination order issued and cannot go beyond that. Enquiry officer cannot go into the question of validity of the report under Section 12(3) of Karnataka Lokayukta Act forwarded by Hon'ble Upalokayukta to the State Government. The enquiry officer cannot assume the power of an Appellate authority and cannot go into the question of validity of the recommendation made by the Hon'ble Upalokayukta under Section 12(3) of the Act. Therefore, such a question raised at this stage of enquiry cannot be considered. Moreover, after framing charges DGOs have been

provided opportunity to file their written statement and further provided them an opportunity to contest the enquiry by cross examining the witnesses examined on behalf of the disciplinary authority and providing them opportunity to adduce their defence evidence and hence sufficient opportunity has been provided to them, to defend themselves and to disprove the charges levelled against them. Hence, no prejudice has been caused to the DGOs as they have already utilized opportunity to defend themselves in this enquiry. Hence I decline to give any finding on the question raised by the learned counsel for DGOs, as consideration of such question is not called for at this stage of enquiry as DGOs have not taken up such a contention at the appropriate stage or never questioned the validity of the report under Section 12(3) of Karnataka Lokayukta Act or questioned the validity of the Government order dated 23.10.2009 by challenging the same before the Hon'ble High Court. Therefore, no finding is given with regard to this argument advanced regarding non compliance of section 9(3) of Karnataka Lokayukta Act, in this enquiry.

Point no.1:

23. DGOs 1 to 6 were working in their respective capacity at PRE Sub-Division, Gokak, Belgaum District, during the relevant period and this fact is not at all disputed. It is also not in dispute that, due to the efforts made by the complainant who was then the sitting MLA, vide GO dated 18.8.2008, Rs. 6 crores have been sanctioned to Arabhavi Constituency under Chief Minister's special grant scheme and by utilizing the said grant, 31 roads were taken up for improvement.

24. The complainant who is examined as PW1 has narrated in detail the circumstances which forced him to file the complaint as per Ex-P12 making allegations against DGOs 1 to 6 regarding the irregularities committed by them in executing the work of improvement of 31 roads and misappropriation of funds. During his evidence PW1 has narrated in detail that, on coming to know that, the 31 roads for which amount has been sanctioned by way of special grant by the Hon'ble Chief Minister for improvement of those roads, the work of improvement have not been taken up as per the sanctioned estimate and without executing the work payments have been made to the contractors and the work executed are not as per the sanctioned estimate and it is his specific allegation that, DGOs 1 to 6 in connivance with the contractors, have misappropriated the amount of grant sanctioned for the said purpose. While filing his complaint in form no.1 and 2 as per Ex-P13 and P14, the complainant has also produced 10 photographs as per Ex-P2 to P10 to show the condition of the roads, which the DGOs have claimed that, they have effected improvement of those roads as per the sanctioned estimate. The complainant has claimed that, he physically visited the spot and inspected those roads and having come to the conclusion about the irregularities committed in execution of the road works, he has raised a starred question in the assembly and the then Minister for Rural Development and Panchayath Raj Department furnished a reply to his question as per Ex-P11 claiming that, the 33 works sanctioned under Chief Minister's Special grant have been implemented and all those works physically progressed. Since the reply furnished by the Minister was not satisfactory and the information furnished was not true, he/complainant chosen to file complaint to this institution with a request to take action against the concerned officials of PRE Sub-Division, Gokak.

25. The complainant has been thoroughly cross examined by the learned counsel for DGOs. It was suggested to him during his cross examination that, he has filed this complaint against the DGOs due to political compulsions and it was further suggested to him that, payments have been made proportionate to the work executed. PW1 has denied this suggestion. He has reaffirmed even in his cross examination that, when the investigating officer from Lokayukta institution visited and inspected all the works, he was also present and accompanied the investigating officer and showed him the work spots and he was also a signatory to the mahazar prepared during such inspection. On considering the evidence of the complainant, there is nothing to disbelieve his evidence and the circumstances under which he has filed the complaint against DGOs 1 to 6. He has made specific allegations that, though the amount of grant was specifically got sanctioned for improvement of the roads in Arabhavi Constituency and certain other works taken up at Yamakanamaradi, Gokak and Chikkodi constituency, the road works were not executed properly. The complaint filed by him pertains to only 31 road works taken up for improvements by utilizing the amount sanctioned under G.O. dated 18.8.2008. Hence this enquiry has been confined only in respect of 31 road works for which allegations have been made against DGOs 1 to 6.
26. On taking up investigation of this complaint under Section 9 of the Karnataka Lokayukta Act, the complaint was referred to TAC wing and the investigating officer (K.S. Nagaraj, Executive Engineer-1) who visited the work spots submitted his report along with the mahazar prepared during such inspection and the said report of the investigating officer has been made the basis for sending a report under Section 12(3) of Karnataka Lokayukta Act against DGOs 1 to 6 since the investigating officer in his report has

clearly indicted DGOs 1 to 6 in the irregularities committed in execution of work of improvement of 31 roads concluding that, the allegations against them are proved and furnished his detailed report dated 14.9.2009 which is marked during his evidence as Ex-P16. The mahazar he has prepared during his inspection has been marked as Ex-P15 and this mahazar has been prepared in the presence of DGOs 1 to 6 and the complainant and they have also signed this mahazar on 27.8.2009, the concluding day of the inspection by the investigating officer.

27. Sri K.S. Nagaraj, Executive Engineer-1, Technical wing is examined as PW2. According to him, the Chief Engineer, TAC wing appointed him as investigating officer and referred the complaint to him for investigation and hence he visited the work spots on 26.8.2009 and 27.8.2009 and inspected the work spots in the presence of DGOs 1 to 6 and the complainant and prepared the mahazar as per Ex-P15 and also submitted his report to Chief Engineer as per Ex-P16 incorporating in detail, the deficiencies he has noticed in execution of 31 road works. He on verifying the entries in the relevant MB books and contract documents he has concluded that, irregularities have been committed by DGOs 1 to 6, in executing the work of improvement of 31 roads.

28. The investigation report and the observation made by the investigating officer with reference to each work, the deficiencies he has noticed and other details of his report will be discussed separately with reference to each work. So far as the contentions taken up on behalf of the DGOs by their learned counsel, the report has been challenged mainly on one ground that, inspection of roads have not been taken up as per the prescribed norms and no scientific yardstick have been used in inspecting the road works

and the report has been prepared just to please the complainant who is a sitting MLA and due to his political pressure, DGOs 1 to 6 have been falsely indicted in the report. It is also contended on behalf of the DGOs that, the investigating officer claimed that, he has inspected all the 31 road works within a span of two days which according to him/learned counsel for DGOs is highly impossible. PW2 has been cross examined at length with respect to this aspect, questioning him about the details of the timings, the time utilized by him for inspecting each work and also questioning him regarding minute details of his inspection of all the 31 roads. Even while submitting his arguments, the main thrust of the arguments of the learned counsel for DGOs is that, it is not possible to inspect all the 31 roads within a span of two days and the report has been prepared hurriedly at the instance of the complainant. But, PW2 has denied this contention taken up by the learned counsel for DGO claiming that, out of 31 road works he has inspected 12 works on 26.8.2009 and 15 works on 27.8.2009. He claimed that, out of 31 works, 27 works have been inspected by him and the remaining four works have not been inspected by him as the concerned Executive Engineer (DGO-1) who was present during the inspection informed him/PW2 that, those works are not yet been tackled. It is his contention that, out of 27 works he has inspected, only two works have been executed completely as recorded in the measurement book but even those two works executed are of substandard quality.

29. PW2 gave evidence in detail with reference to the various deficiencies he has noticed in execution of the works with reference to each such works. Even the learned counsel for DGO cross examined PW2 with reference to each work.

30. I will take up each work individually for discussion with reference to the evidence given by PW2, the report of the investigating officer with reference to each such work and the documents produced pertaining to those works.

1) **Work No.1: Improvement to Patagundi Cross to Kamaladinne road (Total length 9 kms) :**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 45 lakhs and the work of execution was entrusted to Sri Y.R. Patil, Contractor, Gokak on tender basis for tender amount of Rs. 43.65 lakhs under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 9.00 ಕಿಮೀಟರ್ ಇರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಗೆ 5.00 ಕಿ.ಮೀ. ಜಂಗಲ ಕತ್ತರಿಸಿ, 6.00 ಕಿ.ಮೀ. ಗಟಾರ ನಿರ್ಮಾಣ, 3.00 ಕಿ.ಮೀ ಪಾರ್ಕಿಂಗ್, 3.55 ಕಿ.ಮೀ. ವರ್ಗ-2 ಮತ್ತು 3 ಖಡೀಕರಣ ಹಾಗೂ 4.50 ಕಿ.ಮೀ. ಡಾಂಬರಿಕರಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿ ಈ ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 45.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 22.11.2008 and as per the entry in the MB book, the date of commencement of the work has been shown as 15.1.2009 and date of completion has been shown as 21.5.2009. A total sum of Rs. 42,03,689/- has been paid to the contractor. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, only a small portion of the work worth Rs.

93,160/- has been executed but by mentioning in the MB book that, work of worth Rs. 42,03,689/- has been executed by the contractor, payments have been made to him and observed that, Rs. 41,10,529/- has been paid in excess to the contractor. In Annexure-6 submitted along with his report, the following observation have been made.

“ಸದರಿ ರಸ್ತೆಗೆ ಜಂಗಲ್ ಕಟ್ಟಿಂಗ್ ಹಾಗೂ ಸೈಡ್ ಡ್ರೇನ್ಸ್ ಕೆಲಸ ಮುಗಿದಿದ್ದು, ಇದಕ್ಕೆ ರೂ. 93,160/- ಗಳ ಮೊತ್ತದ ಕೆಲಸಕ್ಕೆ ಅಳತೆ ಪುಸ್ತಕಗಳ ದಾಖಲೆ ಪ್ರಕಾರ ರೂ. 42,03,689/- ಗಳನ್ನು ಗುತ್ತದಾರರಿಗೆ ಪಾವತಿಸಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ. ಒಟ್ಟಾರೆಯಾಗಿ ರೂ. 41,10,529/-ಗಳ ಹೆಚ್ಚಿನ ಮೊತ್ತ ಪಾವತಿಸಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and categorically stated that, asphaltting work and metalling work are not done. As per entry in the MB book, DGO-1 has passed/approved the bills for Rs. 42,03,689/- and a sum of Rs. 34,42,859/- has been paid to the contractor after deducting statutory deductions like income tax, Royalty etc., He further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details, a comparative statement has been prepared as per Ex-P17 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during the investigation. According to PW2, DGO-1,2 and 4 are responsible for making excess payment to the Contractor though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

2) **Work No.2: Improvement to Yadwad Mirji Road in Gokak Taluk (From 0.00KM. to 6.00 KMs) :**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 30 lakhs and the work of execution was entrusted to Sri B.P. Tarkar, Contractor, Lakshmeshwar on tender basis for tender amount of Rs. 32,59,913/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“Yadwad Mirji road in Gokak Taluka in 5.70 km in length. But of this 0.00 to 3.50 km is Asphalted and Ch. 3.5 to Ch. 5.70 is Grade 2 Metalled which is entirely worned out. This road carries heavy sugarcane traffic hence very badly damaged and requires renovation. This work is approved for Rs. 35.00 lakhs under C.M. fund (special grant) for the year 2008-09. So as to adjust available grant the following provisions are made in the Estimate.

- a) Jungle Cutting for entire length Ch: 0.00 to 5.70 Kms.
- b) Providing Grade 2 and Grade 3 Metalling for Ch. 3.5 to Ch. 5.70 km.
- c) Providing Pot hole filling in Ch. 0.00 to Ch. 3.50 Kms.
- d) Providing Tack coat, Carpet and Seal coat in KM 2.20 to 5.70 kms. The reach from Ch. 0.00 to 2.20 km is in good condition hence only pot hole filling is done.”

The work order was issued on 22.11.2008 and as per the entry in the MB book, the date of commencement of the work has been shown as 01.01.2009 and due date of completion has been shown as 30.6.2009. A total sum of Rs. 29,10,635/- has

been paid to the contractor. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 75%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 4,98,408/- has been executed but by mentioning in the MB book that, work of worth Rs. 29,10,635/- has been executed by the contractor, payments have been made to him and observed that, Rs. 24,12,227/- has been paid in excess to the contractor. In Annexure-6 submitted along with his report as per Ex-P18, the following observation has been made,

“ಸದರಿ ರಸ್ತೆಗೆ ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿದ ಪ್ರಕಾರ 5700 ಮೀ ಉದ್ದಕ್ಕೆ ಜಂಗಲ್ ತೆಗೆಯುವಾಗ. 2200 ಮೀ ಉದ್ದಕ್ಕೆ G-II ಖಡೀಕರಣ ಮಾತ್ರ ಆಗಿದ್ದು ಇದಕ್ಕೆ ತಗಲುವ ವೆಚ್ಚ ರೂ. 4,98,408/- ಆಗಿರುತ್ತದೆ. ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿದ ಪ್ರಕಾರ ರೂ. 29,10,635/- ಹಣವನ್ನು ಗುತ್ತೇದಾರರಿಗೆ ಪಾವತಿಸಿದ್ದು, ಇದರಲ್ಲಿ ಗುತ್ತೇದಾರರಿಗೆ ರೂ. 24,12,227/- ಹೆಚ್ಚಿನ ಹಣ ಪಾವತಿಸಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has passed/approved the bills for Rs. 29,10,633/- and a sum of Rs. 24,02,848/- has been paid to the contractor after deducting the statutory amounts towards Income tax, Royalty etc., . He further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these materials, a comparative statement has been prepared as per Ex-P18 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during

the investigation. According to PW2, DGOs-1, 2 and 6 are responsible for making excess payment to the Contractor by making false entry in the MB book, though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

3) **Work No.3: Improvement to Yadwad Metagudd Road:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 35 lakhs and the work of execution was entrusted to Sri M.S. Tarkar, Contractor, Yadwad on tender basis for tender amount of Rs. 36,96,724/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“Yadwad Metguda road is totally 7.00 km in length. Out of Ch. 5.00 to 7.00 is in Mudhol Taluka and Ch. 0.00 to 5.00 is in Gokak Taluka. Murum casing is provided from Ch. 0.00 to 2.00km and road from CH. 2.00 to 5.00 is a cart tract. This work is approved for Rs. 35.00 Lakhs under C.M. fund (special grant) for the year 2008-09. So as to adjust available grant the following provisions are made in this estimate.

- a) Jungle Cutting for entire length Ch: 0.00 to 5.00 Kms.
- b) Providing drains on both side of road Ch. 2.00 to 5.00 Kms.
- c) Providing murrum casing for road from Ch. 2.00 to 5.00 Kms.
- d) Providing Grade II and Grade III metalling from Km. 0.00 to 5.00 Km.
- e) Providing murrum for side shoulders Ch. 0.0 to 3.90 kms.

The work order was issued on 22.11.2008 and as per the entry in the MB book, the date of commencement of the work has been shown as 01.01.2009 and shown to have been completed on 01.07.2009. A total sum of Rs. 29,98,586/- has been paid to the contractor. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 15,99,477/- has been executed but by mentioning in the MB book that, work of worth Rs. 29,98,586/- has been executed by the contractor, payments have been made to him and observed that, Rs. 13,99,109/- has been paid in excess to the contractor. In Annexure-6 submitted along with his report as per Ex-P19, the following observation has been made

“ಸದರಿ ರಸ್ತೆಗೆ 5.00ಕಿ.ಮೀ. ಜಂಗಲ್ ತೆಗೆಯುವುದು, 3.00ಕಿಮೀ ಗಟಾರ ಕೆಲಸ ದಾಖಲಾತಿ ಪ್ರಕಾರ ಆಗಿರುತ್ತದೆ ಹಾಗೂ 3.00ಕಿ.ಮೀ ಮಣ್ಣಿನ ಏರಿ ಕೆಲಸ ದಾಖಲಾತಿ ಪ್ರಕಾರ ಆಗಿರುತ್ತದೆ. G-II ಖಡೀಕರಣ 5000ಮೀ. ಉದ್ದಕ್ಕೆ ದಾಖಲಿಸಿದ್ದು, ಸ್ಥಳದಲ್ಲಿ 4700 ಮೀ ಉದ್ದಕ್ಕೆ ಮಾತ್ರ ಆಗಿರುತ್ತದೆ. G-III ಖಡೀಕರಣ 5000 ಮೀ ಉದ್ದಕ್ಕೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿದ್ದು, ಇದರ ಯಾವುದೇ ಕೆಲಸ ಆಗಿರುವುದಿಲ್ಲ. ರಸ್ತೆ ಶೌಲ್ಕರ್ ಉದ್ದ 3900 ಮೀ ಗಳಿಗೆ ದಾಖಲಿಸಿದ್ದು ಸ್ಥಳದಲ್ಲಿ 2000 ಮೀ ಉದ್ದಕ್ಕೆ ಮಾತ್ರ ಕಾಮಗಾರಿಯಾಗಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ. ಹಾಗೂ ಒಣ ಪೈಪುಗಳು ಜೋಡಿಸುವ ಉದ್ದ ದಾಖಲಾತಿ ಮಾಡಿದ ಪ್ರಕಾರ 52.5 ಮೀ ಗಳ ಬದಲು ಸ್ಥಳದಲ್ಲಿ 37.50 ಮೀ ಉದ್ದಕ್ಕೆ ಮಾತ್ರ ಸ್ಥಳದಲ್ಲಿ ಆಗಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ. ಈ ಮೇಲೆ ತಿಳಿಸಿದ ಒಟ್ಟಾರೆ ಎಲ್ಲಾ ಐಟಂಗಳಿಗೆ ರೂ. 15,99,477/-ಗಳು ಹಣ ಪಾವತಿಸಬೇಕಾಗಿತ್ತು. ಆದರೆ ರೂ. 29,98,586/- ಗಳ ಹಣವನ್ನು ಗುತ್ತೇದಾರರಿಗೆ ಪಾವತಿಸಿ ಒಟ್ಟಾರೆಯಾಗಿ ರೂ. 13,99,109/-ಗಳ ಹೆಚ್ಚಿನ ಮೊತ್ತವನ್ನು ಗುತ್ತೇದಾರರಿಗೆ ಪಾವತಿಸಿರುವುದು ಕಂಡು ಬಂದಿದೆ.”

But as per the entries in the MB book 3 bills of Rs. 8,13,867/-, 2,83,757/- and 21,84,717/- have been passed for a total sum of Rs. 35,49,177/- deducting a sum of Rs. 7,16,647/-

towards statutory deductions such as Income tax, Royalty etc., a sum of Rs. 25,65,694/- has been paid to the contractor under 3 cheques on three occasions.

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has passed/approved the bills and a sum of Rs. 29,98,586/- has been paid to the contractor. He further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P19 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during the investigation. According to PW2, DGOs-1, 2 and 6 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

4) **Work No. 4: Improvements to Mudalagi Rangapura Kamaladinni road:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 35 lakhs and the work of execution was entrusted to Sri H.Y. Sonnad, Contractor, on tender basis for tender amount of Rs. 38,82,470/- under the agreement dated 22.11.2008. The work was to be completed

within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ರಸ್ತೆಯು ಒಚಿಠ ಉದ್ದ 7.00ಕಿ.ಮೀಟರ್ ಇರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಗೆ 5.00 ಕಿ.ಮೀ. ಜಂಗಲ್ ಕತ್ತರಿಸಿ, 5.00 ಕಿ.ಮೀ ಗಟಾರ ನಿರ್ಮಾಣ, 0.70 ಕಿ.ಮೀ ವರ್ಗ-2 ಮತ್ತು 3 ಖಡೀಕರಣ, 5.00 ಕಿ.ಮೀ ಪಾಟಹೋಲ್ ತುಂಬುವುದು ಹಾಗೂ 6.00 ಕಿ.ಮೀ. ಡಾಂಬರೀಕರಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿ ಈ ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು 2007-08 ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೂತ್ರ ರೂ. 35.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 22.11.2008 and as per the entry in the MB book, the date of commencement of the work has been shown as 08.01.2009 and shown to have been completed on 21.05.2009. A total sum of Rs. 28,46,845/- has been paid to the contractor. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 73,377/- has been executed but by mentioning in the MB book that, work of worth Rs. 33,80,120/- has been executed by the contractor, bills submitted by the contractor have been passed amounting to Rs. 33,80,120/-. As per the statement in support the payments made to the contractor, payment of Rs. 28,46,845/- have been made to the contractor and thus, Rs. 27,73,468/- has been paid in excess to the contractor. In Annexure-6 submitted along with his report as per Ex-P20, the following observation has been made as follows:

“ ದಿನಾಂಕ 26.8.2009 ರಂದು ಸ್ಥಳ ಪರಿೀಕ್ಷಿಸಲಾಗಿ, ಸದರಿ ರಸ್ತೆಯ ಸ್ಥಳದಲ್ಲಿ ಜಂಗಲ್ ಕತ್ತರಿಸಿ ಹಾಗೂ ಸೈಡು ಡ್ರೇನ್ಸ್ ಮಾಡಿ ಮಾಡಿರುವುದು ಕಂಡು ಬಂದಿದ್ದು, ಇದಕ್ಕೆ ರೂ.

78,377/- ಗಳ ಕೆಲಸ ಮಾತ್ರ ಆಗಿರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಗೆ ರೂ. 33,01,743/- ಗಳ ಹೆಚ್ಚಿನ ಮೊತ್ತವನ್ನು ಗುತ್ತೇದಾರರಿಗೆ ಪಾವತಿಸಿರುವುದು ಅಳತೆ ಪುಸ್ತಕಗಳಿಂದ ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

As per the entries in the MB book 3 bills for Rs. 3,69,057/-, 4,84,022/- & 26,96,098/- have been passed for a total sum of Rs. 35,49,177/- and deducting a sum of Rs. 4,08,751/- towards statutory deductions such as Income Tax, Royalty etc., a sum of Rs. 31,40,426/- has been paid to the contractor under 3 cheques on three different occasions.

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has passed/approved the bills and a sum of Rs. 29,98,586/- has been paid to the contractor. Though in Ex-P20, it has been mentioned that, excess amount of Rs. 33,01,743/- has been paid in excess to the contractor, PW2 while giving his evidence has stated that, statement in support of the payments made by DGO-1 as per the MB book was a sum of Rs. 28,46,845/- has been paid to the contractor. Hence, the excess payment made to the contractor is quantified at Rs. 27,73,468/- .He further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P20 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during the investigation. According to PW2, DGOs-1, 2 and 4 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not

completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

5) **Work No. 5:- Improvement to Rajpur-Sanganakerei Road- From 0.00 Km to 7.20 Kms.**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 35 lakhs and the work of execution was entrusted to Sri B.B. Dasannanavar, Contractor of Kallioffi on tender basis for tender amount of Rs. 32,01,804/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“Rajpur Sangankere road in Gokak Taluka is 7.20km in length. Entire road is grade 2 metalled. This road requires grade 3 metalling and asphalt^{as}ing. Road carries heavy sugar factory traffic. This work is approved for Rs. 30.00 lakhs under C.M. Fund (Special grant) for the year 2008-09. So as to adjust available grant the following provisions are made in this estimate.

- a) Jungle Cutting for entire length Ch: 0.00 to 7.20 Kms.
- b) Drains from C. 0.00m to 2.00 (left side) as it is not existing.
- c) Providing Gade III metaling 0.75mm thick and 3.75m wide in Km 0.00 to 7.20 kms.
- d) Providing tack coat, carpet and seal coat in KM. 0.00 to 2.185 kms.

The work order was issued on 22.11.2008 and as per the entry in the MB book, the date of commencement of the work has been shown as 04.12.2008 and due date of completion was

22.5.2009. A total sum of Rs. 29,10,729/- has been paid to the contractor. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 16,88,223/- has been executed but by mentioning in the MB book that, work of worth Rs. 29,10,729/- has been executed by the contractor, payments have been made to him and observed that, Rs. 12,22,506/- has been paid in excess to the contractor. In Annexure-6 submitted along with his report as per Ex-P21, the following observation has been made as follows:

“ ಈ ಸಂದರ್ಭದಲ್ಲಿ ಒಟ್ಟಾರೆಯಾಗಿ ಕೈಂ ಮಾಡಿರುವ ಮೊತ್ತದಲ್ಲಿ ಜಂಗಲ್ ತೆಗೆಯುವುದರಲ್ಲಿ ಹಾಗೂ ಜಿಲ್ಲೆ ಬಹಾವಣೆಯಲ್ಲಿ 7200ಮೀ ಉದ್ದಕ್ಕೆ ಅಳತೆ ದಾಖಲು ಮಾಡಲಾಗಿದ್ದು, ಅದರ ವಾಸ್ತವವಾಗಿ ಇದರ ಉದ್ದ 6400 ಮೀ ಮಾತ್ರ ಕಂಡು ಬಂದಿದ್ದು ಕಾರಣ ಈ 800ಮೀ ವ್ಯತ್ಯಾಸಕ್ಕೆ ಜಂಗಲ್ ತೆಗೆಯುವುದಕ್ಕೆ 720.00ರೂ. ಗಳು ಹಾಗೂ ಜಿಲ್ಲೆ ಬಹಾವಣೆಗೆ ರೂ. 2,02,239/-ಗಳನ್ನು ಅಧಿಕವಾಗಿ ಪಾವತಿಸಿರುವುದಲ್ಲದೇ, ಸದರಿ ರಸ್ತೆಯಲ್ಲಿ ಡಾಂಬರೀಕರಣ ಕೆಲಸವನ್ನು ನಿರ್ವಹಿಸದೇ, ಈ ಸಂಬಂಧ ರೂ. 10,19,547/- ಗಳನ್ನು ಪಾವತಿಸಿರುತ್ತೇವೆ, ಕಾರಣ ಒಟ್ಟಾರೆಯಾಗಿ ರೂ. 12,22,506/- ಗಳನ್ನು ಮೇಲೆ ತಿಳಿಸಿರುವ ಕಾಮಗಾರಿಯಲ್ಲಿ ನಿರ್ವಹಿಸದೇ ಅಧಿಕವಾಗಿ ಹಣವನ್ನು ದುರ್ಬಳಕೆ ಮಾಡಿಕೊಂಡಿರುತ್ತಾರೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has passed/approved the bills for Rs. 29,10,729/- and a sum of Rs. 23,90,799/- has been paid to the contractor after deducting statutory deductions like Income Tax, Royalty, etc., He further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details, a comparative statement has been prepared as per Ex-P21

indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant, who were present during the investigation. According to PW2, DGOs-1, 2 and 6 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

6) **Work No. 6: Improvements to Mannikeri-Hulkund road from Ch. 0.00 km to 3.00 km.:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 25 lakhs and the work of execution was entrusted to Sri P.L. Gudennanavar, Contractor of Naganoor on tender basis for tender amount of Rs. 24,29,724/- under the agreement dated 28.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“Mannikeri-Hulakund road is 7.00 Km. in length. While it is 3.00km length in Gokak Taluk. For this total length formation is existing. This road required Grade 2, Grade 3 metalling and asphaltting. Road carries heavy sugar factory traffic. This work is approved for Rs. 25.00 lakhs under C.M. fund (special grant) for the year 2008-09. So as to adjust available grant the following provisions are made in this estimate.

- a) Jungle Cutting for entire length Ch: 0.00 to 3.00 Kms.
- b) Providing Grade 2 metalling Ch.0.00 to 3.00 Kms.

- c) Providing grade 3 metalling Ch. 0.00 to 3.00 Kms.
- d) Providing Tack coat, 20 mm, seat coat Ch. 0.00 to 525 mts (village limits)
- e) Construction of C.D. Ch. 1.35, 2.40, 2.90

The work order was issued on 17.01.2009 and as per the entry in the MB book, the date of commencement of the work has been shown as 29.01.2009 and due date for completion is 26.7.2009. A total sum of Rs. 19,54,758/- has been paid to the contractor. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 85%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 7,87,577/- has been executed but, by mentioning in the MB book that, work of worth Rs. 23,59,435/- has been executed by the contractor, payments have been made to him and observed that, Rs. 15,71,858/- has been paid in excess to the contractor. In Annexure-6 submitted along with his report as per Ex-P22, the following observation has been made as follows:

“ಸದರಿ ರಸ್ತೆಗೆ ಗಟಾರ ಉದ್ದ 3.00 ಕಿ.ಮೀ. ದಾಖಲಿಸಿದ್ದು, ಸ್ಥಳದಲ್ಲಿ 2.50 ಕಿ.ಮೀ. ಉದ್ದಕ್ಕೆ ಮಾತ್ರ ಕೆಲಸ ನಿರ್ವಹಿಸಿರುವುದು ಕಂಡುಬಂದಿದೆ. ಸ್ಥಳದಲ್ಲಿ G-II & G-III ಖಡೀಕರಣ 3.0ಕಿ.ಮೀ. ದಾಖಲಿಸಿದ್ದು, ಸ್ಥಳದಲ್ಲಿ G-II & G-III 2.50 ಕಿ.ಮೀ. ಮಾತ್ರಕ್ಕೆ ಆಗಿರುತ್ತದೆ. ಹಾಗೂ ಇನ್ನುಳಿದ ಡಾಂಬರೀಕರಣ ಕಾಮಗಾರಿ ಯಾಗಿರುವುದಲ್ಲಿ ಸದರಿ ರಸ್ತೆಗೆ ಭಣ ಪೈಪು ಜೋಡಿಸಿರುವ ಉದ್ದ 37.5 ಮೀ ದಾಖಲಿಸಿದ್ದು ಇದು ಕೆಲಸ ಆಗಿಲ್ಲ. ಹಾಗೂ ದಾಖಲಿಸಿರುವಲ್ಲಿ 3 CD ಗಳನ್ನು ತೋರಿಸಿದ್ದು ಸ್ಥಳದಲ್ಲಿ 1 CD ಮಾತ್ರ ಮಾಡಿರುತ್ತಾರೆ. ಒಟ್ಟಾರೆಯಾಗಿ ಸದರಿ ಕೆಲಸಕ್ಕೆ ರೂ. 7,87,377/- ಹಣ ಪಾವತಿಸುವ ಬದಲು ರೂ. 23,59,435/- ಮೊತ್ತ ಪಾವತಿಸಿರುತ್ತಾರೆ. ಒಟ್ಟಾರೆಯಾಗಿ ಸದರಿ ಕೆಲಸಕ್ಕೆ ರೂ. 15,71,858/-ಗಳ ಹೆಚ್ಚಿನ ಮೊತ್ತವನ್ನು ಗುತ್ತೇದಾರರಿಗೆ ಪಾವತಿಸಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has

passed/approved the bills for Rs. 23,59,436/-. Though in Ex-P22 it is mentioned that, a sum of Rs. 23,59,435/- has been shown to have been paid to the contractor, while giving evidence, he has admitted in his cross examination that, a sum of Rs. 19,54,758/- has been paid to the contractor. He further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P22 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant, who were present during the investigation. According to PW2, DGOs-1, 2 and 6 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

As per Ex-P22 it is mentioned that, work to the extent of Rs. 7,67,577/- were found to have been executed but, a sum of Rs. 23,59,435/- has been paid to the contractor. But while giving evidence PW2 has stated that, a sum of Rs. 19,54,758/- has been paid to the contractor as per the statement in support of the payments made by DGO-1 (after deducting statutory deductions such as Income Tax, Royalty, etc.) Therefore, considering this amount paid to the contractor, the excess amount paid is quantified Rs.11,67,181/-.

7) **Work No. 7: Improvement to Hallur Cross to Shivapura Road:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 10 lakhs and the work of execution was entrusted to Sri U.V. Shivannagol, Contractor of Gokak on tender basis for tender amount of Rs. 9,66,731/- under the agreement dated 04.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 3000 ಮೀಟರ್ ಇರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಯಲ್ಲಿ 2007-08 ನೇ ಸಾಲಿನ ಮುಖ್ಯ ಮಂತ್ರಿ ಗ್ರಾಮೀಣ ರಸ್ತೆ (ವಿಶೇಷ ಅನುದಾನ) ಯೋಜನೆ ಅಡಿಯಲ್ಲಿ ಈಗಾಗಲೇ ಸುಮಾರು 2.12 ಕಿ.ಮೀ. 5.50 ಮೀಟರ್ ಅಗಲಕ್ಕೆ ಡಾಂಬರೀಕರಣ ಮಾಡಲಾಗಿರುತ್ತದೆ. ಬಾಕಿ ಉಳಿದಿರುವ 880 ಮೀಟರ್ ಉದ್ದದ ರಸ್ತೆಗೆ ರಸ್ತೆ ಅಗಲೀಕರಣ ಹಾಗೂ ಡಾಂಬರೀಕರಣ ಕಾಮಗಾರಿಯನ್ನು ಕೈಗೆತ್ತಿಕೊಳ್ಳಲಾಗುವುದು. 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಕ್ಷುಣ್ಣತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 10.00 ಲಕ್ಷ ಅಗಿರುತ್ತದೆ.”

The work order was issued on 06.11.2008 and as per the entry in the MB book, the date of commencement of the work has been shown as 15.01.2009 and due date for completion is 05.05.2009. A total sum of Rs. 806,174/- has been paid to the contractor. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 85%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 2,36,157/- has been executed but by mentioning in the MB book that, work of worth Rs. 9,67,333/- has been executed by the contractor, payments have been made to him and observed that, Rs. 7,31,075/- has been paid in excess to the contractor.

In Annexure-6 submitted along with his report as per Ex-P23, the following observation has been made as follows:

“ ಸದರಿ ಕಾಮಗಾರಿಗೆ ಅಳವಡಿಸಿರುವ G-II & G-III ಉದ್ದ ಸ್ಥಳದಲ್ಲಿ 600 ಮೀ ಇದ್ದು ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ 880 ಮೀ ಗೆ ಹಣ ಪಾವತಿಸಿರುತ್ತಾರೆ. ರಸ್ತೆ ಡಾಂಬರೀಕರಣ ಮಾಡದೇ ದೂರ ಲಿಡುಗಡೆ ಮಾಡಿರುತ್ತಾರೆ. ಈ ಕಾಮಗಾರಿಗೆ ಒಟ್ಟಾರೆ ರೂ. 9,67,333/- ಗಳನ್ನು ಪಾವತಿಸಿದ್ದು ಈ ಕಾಮಗಾರಿಯಲ್ಲಿ ರೂ. 7,54,609/- ಗಳ ಹಣವನ್ನು ದುರ್ಬಳಕೆ ಪಡಿಸಿಕೊಂಡಿರುತ್ತಾರೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has passed/approved the bills for Rs. 9,67,233/-. Though in Ex-P23 it is mentioned that, a sum of Rs. 9,67,333/- has been shown to have been paid to the contractor, while giving evidence, made reference to the statement in support of the payments made by DGO-1 deposed that, a sum of Rs. 806,771/- has been paid to the contractor. He further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P23 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during the investigation. According to PW2, DGOs-1, 2 and 4 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payments made to the contractor.

Out of total length of this road 220 meters length has been ~~evidenced~~ ^{widened} and asphalted already during 2007-08 and hence estimate for the remaining length of 880 meters has been prepared making provision of widening and asphaltting. As per the evidence of PW2 during spot inspection the asphalted length of the road was found to be 600 meters. Therefore, a further length of 380 meters of road has been asphalted thus a total length of 600 meters of the said Road was found asphalted. But as against 380 meter of actual Road work, it is shown in the MB book that 880 meters of road work has been executed and payment made to an excess length of 500 meters.

8) **Work No. 8: Improvement to Kuligod-Hosatti Road:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 22 lakhs and the work of execution was entrusted to Sri R.S. Hukkeri, Contractor of Chikkodi on tender basis for tender amount of Rs. 21.21 lakhs under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 3.50 ಮೀ ಇದ್ದು. ಈ ಮೊದಲು 1000 ಮೀಟರ್ ಖಡೀಕರಣ ಆಗಿದ್ದು 1500 ಮೀಟರ್ ಚಕ್ಕಡಿ ರಸ್ತೆ ಇರುತ್ತದೆ. ಈ ಯೋಜನೆ ಅಡಿಯಲ್ಲಿ 2.00 ಕಿ.ಮೀ. ರಸ್ತೆ ವರ್ಗ-2 ಖಡೀಕರಣದ ದುರಸ್ತಿ ಕಾಮಗಾರಿ, 1.50 ಕಿ.ಮೀ ರಸ್ತೆಯ ಬದಿಗೆ ಗಣಾರ ನಿರ್ಮಾಣ, ಮರಮ ಕೇಸಿಂಗ್ ವರ್ಗ-2 & 3 ಖಡೀಕರಣ ಹಾಗೂ 0.790 ಕಿ.ಮೀ. ಉದ್ದದ ರಸ್ತೆಗೆ ಡಾಂಬರೀಕರಣ ಹಾಗೂ ಸಿಡಿ ನಿರ್ಮಾಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಲಾಗಿದೆ. ಸದರಿ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಖಾಸ್ತಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 22.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.

The work order was issued on 22.11.2008 and as per the entry in the MB book, due date for completion is shown as 05.09.2009. A total sum of Rs. 17,12,011/- has been paid to the contractor as per the evidence of PW2. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 85%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 63,252/- has been executed but by mentioning in the MB book that, work of worth Rs. 21,21,177/- has been executed by the contractor, payments have been made to him and observed that, Rs. 20,57,925/- has been paid in excess to the contractor. In Annexure-6 submitted along with his report as per Ex-P24, the following observation has been made as follows:

“ ಸರ್ಕಾರಿ ರಸ್ತೆಯ ಸ್ಥಳದಲ್ಲಿ ಸೈಡು ಡ್ರೇನ್ಸ್ ರಸ್ತೆಗೆ ಐರಿಕೆಲಸವನ್ನು ಮಾತ್ರ ಮಾಡಿರುವುದು ಕಂಡು ಬಂದಿದ್ದು, ಇದಕ್ಕೆ ರೂ. 63,252/- ಗಳ ಕೆಲಸ ಮಾತ್ರ ಆಗಿರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಗೆ ರೂ. 20,57,925/- ಗಳ ಹೆಚ್ಚಿನ ಮೊತ್ತವನ್ನು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪಾವತಿಸಿರುವುದು ಅಳತೆ ಪಾಲಿಸಿಲ್ಲದ ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has passed/approved the bills for Rs. 21,21,177/-. Though in Ex-P24 it is mentioned that, a sum of Rs. 20,57,925/- has been shown to have been paid in excess to the contractor, while giving evidence, made reference to the statement in support of the payments made by DGO-1 deposed that, a sum of Rs. 17,12,011/- has been paid to the contractor. He further claimed that, he carried out the measurements during his inspection and they were verified with the recorded measurements in the measurement book and based on these details a comparative

statement has been prepared as per Ex-P23 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs-1 to 5 and the complainant, who were present during the investigation. According to PW2, DGOs-1 to 3 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

As per Ex-P24, it is mentioned that, work to the extent of Rs. 63,252/- were found to have been executed but, a sum of Rs. 21,21,177/- has been paid to the contractor. But while giving evidence PW2 has stated that, though DGO-1 passed the bill for Rs. 21,21,177/-, as per the statement in support of the payment made by DGO-1, by deducting the statutory deductions such as Royalty, Income Tax etc. a sum of Rs. 17,12,011/- has been paid to the contractor. Therefore, considering this amount paid to the contractor, the excess amount paid is quantified at Rs. 16,48,759/-.

9) **Work No.9: Improvements to Venkatapura Cross to Venkatapura Road from Ch. 0.00km to 4.00km.**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 20 lakhs and the work of execution was entrusted to Sri D.V. Manthannanavar of Belgaum on tender basis for tender amount of Rs. 21,87,828/- under the agreement dated 28.11.2008. The work was to be

completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“Venkatapura cross to village Venkatapur road in Gokak Taluka is 4.00 km in length. Out of this 0.00 to 28.80 km has entirely worn out Asphalted surface, where one more coat of grade III is required. Ch. 3.00 to Ch. 4.00 is good conditioned asphalted surface with few pot holes. Ch. 2.80km to 3.00 requires recarpet. This road carries heavy sugar cane traffic hence improvement is essential. This work is approved for Rs. 20.00 lakhs under C.M. fund (special grant) for the year 2008-09. So as to adjust available grant the following provisions are made in this Estimate.

- a) Jungle cutting for entire length including maintenance of drain.
- b) Pot hole filling on black top surface from Ch. 1.60 to 4.00kms.
- c) Providing grade III metalling KM 0.00 to 2.60 km .
- d) Providing Tack coat, Carpet and seal coat in KM 0.00 to 2.60 km.
- e) General Maintenance such as drain maintenance
- f) CDs without head wall.

The work order was issued on 01.01.2009 and as per the entry in the MB book, due date for completion is shown as 30.06.2009. A total sum of Rs. 19,47,720/- has been paid to the contractor as per Ex-P25. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 75%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 4,04,209/- has been executed but by mentioning in the MB book that, work of worth Rs. 19,47,720/- has been executed by

the contractor, payments have been made to him and observed that, Rs. 15,43,511/- has been paid in excess to the contractor. In Annexure-6 submitted along with his report as per Ex-P25, the following observation has been made as follows:

“ ಸದರಿ ರಸ್ತೆಗೆ ಜಂಗಲ್ ತೆಗೆಯಲು 4000 ಮೀ ಉದ್ದಕ್ಕೆ ಹಾಗೂ G-III ಖಡೀಕರಣ ;ಉದ್ದ 2600 ಮೀ ಹಣ ಪಾವತಿಸಿರುತ್ತಾರೆ. ಆದರೆ ಸ್ಥಳದಲ್ಲಿ 2000 ಮೀ ಜಂಗಲ್ ಕತ್ತರಿಸುವುದು ಹಾಗೂ 1600 ಮೀ G-III ಖಡೀಕರಣ ಕಾಮಗಾರಿ ಮಾಡಿರುವುದು ಕಂಡು ಬಂದಿದೆ. ಸದರಿ ರಸ್ತೆಗೆ ಗುತ್ತೇದಾರರಿಗೆ ರೂ. 19,47,720/- ಹಣ ಪಾವತಿಸಿದ್ದು, ಸದರಿ ರಸ್ತೆಗೆ ತಗಲುವ ವೆಚ್ಚ ರೂ. 4,04,209/- ಮಾತ್ರ ಆಗಿರುತ್ತದೆ. ಹೆಚ್ಚುವರಿಯಾಗಿ ಗುತ್ತೇದಾರರಿಗೆ ರೂ. 15,43,511/- ಹಣವನ್ನು ಪಾವತಿಸಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has passed/approved the bills for Rs. 19,47,723/-. As per the statement in support of the payments made by DGO-1, a sum of Rs. 16,26,044/- has been paid to the contractor. Though work physically executed has been quantified by PW2 at Rs. 4,04,209/- but an excess payment of Rs. 15,43,511/- has been paid to the contractor as per Ex-P25.

He further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P25 indicating the differences in each items of the works and excess amount paid to the contractor. Though in Ex-P25 he has mentioned that, excess payment of Rs. 15,43,511/- is shown to have been paid to the contractor, while giving evidence he has admitted that, only a sum of Rs. 16,26,044/- has been paid to the contractor after deducting the statutory deductions such as Income Tax, Royalty etc., as per the statement of payment.

Therefore, the excess amount paid to the contractor in excess of the quantum of work physically executed is quantified at Rs. 12,21,835/-. Further PW2 has noticed during his inspection that only first layer of Grade III metal has been laid to a length of 1600 meters and the value of this work has been qualified by PW2 at Rs. 2,56,084/-. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant, who were present during the investigation. According to PW2, DGOs-1, 2 and 6 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

10) **Work No. 10: Improvements to Ningapur-Gosabal village:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 10 lakhs and the work of execution was entrusted to Sri R.V. Kadakol of Mamadapur on tender basis for tender amount of Rs. 9,69,800/- under the agreement dated 16.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ಈ ರಸ್ತೆಯ ಒಟ್ಟು ಉದ್ದ 4.00 ಕಿ.ಮೀ. ಇದ್ದು, ಈ ರಸ್ತೆಯು ಖಡೀಕರಣ ಆಗಿರುತ್ತದೆ. ಈ ಯೋಜನೆ ಅಡಿಯಲ್ಲಿ 4.00 ಕಿ.ಮೀ. ರಸ್ತೆಗೆ ವರ್ಗ-3 ಖಡೀಕರಣದ ದುರಸ್ತಿ ಕಾಮಗಾರಿ 2.00 ಕಿ.ಮೀ ರಸ್ತೆಯ ಬದಿಗೆ ಗಟಾರ ನಿರ್ಮಾಣ ಹಾಗೂ 1.55 ಕಿ.ಮೀ. ಉದ್ದದ ರಸ್ತೆಗೆ ಡಾಂಬರಿಕರಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಲಾಗಿದೆ. ಸದರಿ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ 2007-08 ಬೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಇದರ ಮೊತ್ತ ರೂ. 10.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 30.01.09 and as per the entry in the MB book, due date for completion is shown as 30.06.2009. A total sum of Rs. 9,69,810/- has been paid to the contractor as per Ex-P26. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 90%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 14,720/- has been executed but by mentioning in the MB book that, work of worth Rs. 9,69,810/- has been executed by the contractor, payments have been made to him and observed that, Rs. 9,55,090/- has been paid in excess to the contractor as per the evidence of PW2. In Annexure-6 submitted along with his report as per Ex-P26, the following observation has been made as follows:

“ ಸದರಿ ರಸ್ತೆಯ ಸ್ಥಳದಲ್ಲಿ ಸೈಡು ಡ್ರೇನ್ಸ್ ಮಾತ್ರ ಮಾಡಿರುವುದು ಕಂಡು ಬಂದಿದ್ದು ಇದಕ್ಕೆ 14.720/- ಗಳ ಕೆಲಸ ಮಾತ್ರ ಆಗಿರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಗೆ ರೂ. 955090 ಗಳ ಹೆಚ್ಚಿನ ಮೊತ್ತವನ್ನು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪಾವತಿಸಿರುವುದು ಅಳತೆ ಪುಸ್ತಕಗಳಿಂದ ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has passed/approved the bills for Rs. 9,69,810/-. Though work physically executed has been quantified by PW2 at Rs. 14,720/- and claimed that, an excess payment of Rs. 9,55,090/- has been paid to the contractor. But while giving evidence, PW2 has stated that, though bill for Rs. 9,69,810/- has been passed by DGO-1, a sum of Rs. 8,35,506/- has been paid to the Contractor after deducting the statutory deductions like

Royalty, Income tax etc., as per the statement of payment. Therefore, the excess amount paid to the contractor in excess of the quantum of work physically executed is quantified at Rs. 8,20,786/-

He further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P26 indicating the differences in each items of the works, and the details of the each works and its measurements, which are not found to be executed during inspection which he has reiterated during his evidence before this authority giving details of excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant, who were present during the investigation. According to PW2, DGOs-1 to 3 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

11) **Work No. 11: Improvement to Koujalagi Raderatti Road:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 14.80 lakhs and the work of execution was entrusted to Sri B.K. Gangareddy, Contractor of Chikkodi on tender basis for tender amount of Rs. 14.33 lakhs under the agreement dated 29.01.2009. The work was to be

completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ಈ ರಸ್ತೆಯ ಒಟ್ಟು ಉದ್ದ 4.50 ಕಿ.ಮೀ. ಇದ್ದು, ಈ ಮೊದಲು 2000ಮೀಟರ ಡಾಂಬರೀಕರಣ ಆಗಿರುತ್ತದೆ. ಬಾಕಿ ಇರುವ 2.50 ಕಿ.ಮೀ. ಉದ್ದ ರಸ್ತೆಗೆ ವರ್ಗ-2 ಖಡೀಕರಣದ ದುರಸ್ತಿ ಕಾಮಗಾರಿ ಹಾಗೂ ವರ್ಗ-3 ಖಡೀಕರಣ 1.645 ಕಿ.ಮೀ. ಡಾಂಬರೀಕರಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿ ಲಭ್ಯವಿರುವ ಅನುದಾನಕ್ಕೆನುಗುಣವಾಗಿ ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು ತಯಾರಿಸಲಾಫಿದ್ದು, ಸದರೀ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ 2007-08 ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 14.80 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 30.01.09 and as per the entry in the MB book, due date for completion is shown as 30.07.2009. A total sum of Rs. 14,33,454/- has been paid to the contractor as per Ex-P27. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, a sum of Rs. 33,594/- has been claimed in excess to the contractor since as per the estimate grade-II Jelly work to the extent of 384.34 cubic meter has not been carried out but, the said amount has been claimed in excess. While giving his evidence PW2 has stated that, DGO-1 has passed/approved bills amounting to Rs. 14,33,453/- but, as per the statement of payment a sum of Rs. 11,89,745/- has been paid to the contractor. According to PW2, except grade-II jelly work amounting to Rs. 33,594/-, the remaining work has been executed as per the estimate and claimed that, only Rs. 33,594/- is the excess amount claimed by the contractor without executing G-II jelly work. In Annexure-6 submitted

along with his report as per Ex-P27, the following observation has been made as follows:

“ ಕಾಮಗಾರಿಯಲ್ಲಿ ಅಳವಡಿಸಿರುವ G-II ಜಲ್ಲಿ 384.34 m³ ಗಳಿಗೆ ರೂ. 33,594/- ಗಳನ್ನು ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿದ್ದು, ಈ ಕೆಲಸವನ್ನು ನಿರ್ವಹಿಸಿರುವುದಿಲ್ಲ. ಈ ಕಾಮಗಾರಿಯಲ್ಲಿ ಒಟ್ಟಾರೆ ಮೊತ್ತ ರೂ. 33,594/- ಹೆಚ್ಚಾಗಿ ಕ್ಲೈಂ ಮಾಡಿರುವುದು ಸ್ಥಳದಲ್ಲಿ ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that DGO-1 has passed/approved the bills for Rs. 14,33,453/- but payment made to the contractor was only Rs. 11,89,745/-. Therefore, the excess amount claimed by the contractor amounting to Rs. 33,594/- has not been paid, no excess amount has been paid to the contractor and hence none of the DGOs can be held responsible for any excess payment/misappropriation of funds in respect of this work.

12) **Work No. 12: Improvements to Sunadhल्ली Cross to Sunadahल्ली:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 20 lakhs and the work of execution was entrusted to Sri M.Y. Harugeri of Sunadhल्ली on tender basis for tender amount of Rs. 19,40,000/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ಕೆಲಸವು 2008-09ನೇ ಸಾಲಿನ ಮುಖ್ಯ ಮಂತ್ರಿ ಗ್ರಾಮೀಣ ರಸ್ತೆ ನಿಧಿ ಅಭಿವೃದ್ಧಿ ಯೋಜನೆಯಡಿಯಲ್ಲಿ ರೂ. 20.00 ಲಕ್ಷ ವಿಶೇಷ ಅನುದಾನದೊಂದಿಗೆ ಸೇರ್ಪಡೆಯಾಗಿರುತ್ತದೆ. ಈ ರಸ್ತೆಯ ಒಟ್ಟು ಉದ್ದ 3.50 ಕಿ.ಮೀ ಇದ್ದು, ಈ ರಸ್ತೆಯು ಬಹಳ ದಿನಗಳ ಹಿಂದೆ ಡಾಂಬರೀಕರಣ ಆಗಿದ್ದು ಸದ್ಯ ತಗ್ಗು ದಿನ್ನೆಗಳಿಂದ ಕೂಡಿರುತ್ತದೆ.

ಈ ಯೋಜನೆ ಅಡಿಯಲ್ಲಿ 0.300 ಕಿ.ಮೀ. ಉದ್ದದ ರಸ್ತೆಗೆ ವರ್ಗ-2 ಮತ್ತು 3 ಖಡೀಕರಣ ಮಾಡಿ ಮತ್ತು 3.22 ಕಿ.ಮೀ ಉದ್ದದ ರಸ್ತೆಗೆ ಮರು ಡಾಂಬರೀಕರಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಲಾಗಿದೆ. ಲಭ್ಯವಿರುವಲ್ಲಿ 3.40 ಮೀ ಉದ್ದದ ರಸ್ತೆಗೆ ಗಟಾರ ನಿರ್ಮಾಣ ಹಾಗೂ ರಸ್ತೆ ಬದಿಗೆ ಸೈಡ್ ಶೋಲ್ಡರ್ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿ ಲಭ್ಯವಿರುವ ಅನುದಾನಕ್ಕನುಗುಣವಾಗಿ ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು ತಯಾರಿಸಲಾಗಿದ್ದು, ಸದರಿ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 20.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 06.02.2009 and as per the entry in the MB book, due date for completion is shown as 05.08.2009. A total sum of Rs. 17,61,565/- has been paid to the contractor as per Ex-P28. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 2,42,639/- has not been executed but by mentioning in the MB book that, work of worth Rs. 17,61,565/- has been executed by the contractor, bill has been approved/passed for a sum of Rs. 17,76,655/- as per the evidence of PW2 but payments have been made to him only Rs. 14,97,316/-. In Annexure-6 submitted along with his report as per Ex-P28, the following observation has been made as follows:

“ಸದರಿ ರಸ್ತೆಗೆ ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿದ ಪರಿಮಾಣಕ್ಕೆ ಗಟಾರದ ಕಾಮಗಾರಿಯಾಗಿರುತ್ತದೆ. G-II & G-III ಖಡೀಕರಣ ದಾಖಲೆ ಪ್ರಕಾರ 300 ಮಿ ಉದ್ದಕ್ಕೆ ಕಾಮಗಾರಿಯಾಗಿರುತ್ತದೆ. ದಾಖಲಾತಿ ಪ್ರಕಾರ 3220 ಮೀ ಡಾಂಬರೀಕರಣ ಇದ್ದು ಸ್ಥಳ ಪರಿವೀಕ್ಷಣೆಯಲ್ಲಿ 2700 ಮೀ ಉದ್ದಕ್ಕೆ ಮಾತ್ರ ಡಾಂಬರೀಕರಣ ಆಗಿರುವುದು ಕಂಡು ಬಂದಿದೆ. ಒಟ್ಟಾರೆಯಾಗಿ ದಾಖಲಾತಿ ಪ್ರಕಾರ ಗುತ್ತೇದಾರರಿಗೆ ರೂ. 17,61,565/-ಗಳ ಹಣ ಪಾವತಿಸಿರುತ್ತಾರೆ. ಆದರೆ ರಸ್ತೆಗೆ ತಗಲುವ ವೆಚ್ಚ 15,18,926/- ಆಗಿದ್ದು ಗುತ್ತೇದಾರರಿಗೆ ರೂ. 2,42,639/- ಹಣವನ್ನು ಹೆಚ್ಚಾಗಿ ಪಾವತಿಸಿದ್ದು ಕಂಡು ಬಂದಿದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that the actual works executed is only construction of road side drains. But construction of embankment of 892.5 cubic meter and providing base and surface courses (bituminous) are not done. Providing of grade-2 and grade-3 metal work of 84.38 cubic meters is not done. DGO-1 has passed/approved the bills for Rs. 17,76,655/- and actual payment made to the contractor was 14,97,316/-. Though work physically executed has been quantified by PW2 at Rs. 15,18,926/- and claimed that, an excess payment of Rs. 2,42,639/- has been paid to the contractor. But while giving evidence, PW2 has stated that, though bill for Rs. 17,61,565/- has been passed by DGO-1, a sum of Rs. 14,97,316/- has been paid to the Contractor as per the statement of payment after deducting the statutory deductions such as Income Tax, Royalty etc., Therefore, the excess amount claimed by the contractor amounting to Rs. 2,42,639/- has not been paid, no excess amount has been paid to the contractor and hence none of the DGOs can be held responsible for any excess payment/misappropriation of funds in respect of this work.

13) **Work No. 13: Improvements to Kemmankol Village to Kemmankol Cross (Betageri Road):**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 20 lakhs and the work of execution was entrusted to Sri R.Y. Sulannanvar, contractor of Chikkodi on tender basis for tender amount of Rs. 19,42,865/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ರಸ್ತೆಯ ಒಟ್ಟು ಉದ್ದ 3.00ಕಿ.ಮೀ. ಇದ್ದು, ಈ ರಸ್ತೆಯು ಚಕ್ಕಡಿ ರಸ್ತೆಯಾಗಿರುತ್ತದೆ. ಈ ಯೋಜನೆ ಅಡಿಯಲ್ಲಿ 2.90 ಮೀ ಉದ್ದದ ರಸ್ತೆಗೆ ಗಟಾರ ನಿರ್ಮಾಣ, ಪಾರ್ಕಿಂಗ್ ಮಾಡಿ ವರ್ಗ-2 ಮತ್ತು 3 ಖಡೀಕರಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಲಾಗಿದೆ. ಸದರಿ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ 2007-08 ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 20.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 22.11.2008 and as per the entry in the MB book, due date for completion is shown as 21.5.2009. A total sum of Rs. 19,33,622/- has been paid to the contractor as per Ex-P29. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 2,94,003/- has been executed since except cross drainage work, the other works are not done. But by mentioning in the MB book that, work of worth Rs. 19,33,622/- has been executed by the contractor, bill has been approved/passed for a sum of Rs. 19,33,622/-. In Annexure-6 submitted along with his report as per Ex-P29, the following observation has been made:

“ ರಸ್ತೆಗೆ ಜಲ್ಲಿ ಅಳವಡಿಸಿರುವ ಕಾಮಗಾರಿ ಪ್ರಗತಿಯಲ್ಲಿದ್ದು, ರಸ್ತೆಗೆ ಅಳವಡಿಸಿರುವ ಸಿ.ಡಿ. ಕಾಮಗಾರಿ ಮಾತ್ರ ಪೂರ್ಣಗೊಂಡಿದ್ದು, ಇತರೇ ಯಾವುದೇ ಕಾಮಗಾರಿಗಳು ಕೈಗೊಂಡಿರುವುದಿಲ್ಲ. ಆದ್ದರಿಂದ, ಸಿ.ಡಿ. ಕೆಲಸಕ್ಕೆ ರೂ. 2,94,003/- ಹೊರತುಪಡಿಸಿ, ಹೆಚ್ಚಾಗಿ ಕ್ಲೈಂ ಮಾಡಿರುವ ರೂ. 16,39,619/- ಗಳು ಹೆಚ್ಚವರಿ ಪಾವತಿಸಲಾಗಿದ್ದು ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and stated that the actual works executed is far less than the quantum of work shown to have been

completed in the bills and the payment of the amount made to the contractor, as on the date of inspection.

Though it is mentioned in Ex-P29 that by passing the bills amounting to Rs. 19,33,622/-, an excess amount of Rs. 16,39,619/- is shown to have been paid to the contractor. But as per the entry in the MB book the total payment made as on that date to the contractor was Rs. 15,50,735/- deducting the statutory deductions such as Royalty, Income Tax, etc., Therefore, the excess amount paid to the contractor as on the date of inspection, is quantified at Rs. 12,56,732/-.

PW2 has further claimed that, he carried out the inspection during his spot visit and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P29 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during the investigation. According to PW2, DGOs-1 to 3 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

- 14) **Work No. 14: Improvements to Mannikere to Mallikere road measuring 2.5 kilometers**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 20 lakhs and the work of execution was entrusted to Sri P.L. Gudennanvar, contractor of Naganoor on tender basis for tender amount of Rs. 19,59,954/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ Mannikerei-Mallikeri road in Gokak Taluk is 2.5Km in length and it is Grade 2 metalled. In this metal from Ch. 0.00 to Ch 0.80Km is entirely worned out. Road passes through B.C. Soil. Hence in this estimate double coating of metalling is proposed and for balance length, one coat of Grade 3 is proposed for entire length asphaltting is proposed as road carries heavy sugar factory traffic. This work is approved for Rs. 20.00 lakhs under C.M. fund (special grant) for the year 2008-09. So as to adjust available grant the following provisions are made in this estimate.

- a) Jungle cutting for entire length KM 0.00 to 2.50 Kms
- b) Surface drain from 0 to 2.10 soil from drain is not suitable to embankment.
- c) Providing grade 3 metalling in KM 0.00 to 2.50 Kms
- d) Providing tack coat, carpet and seal coat ion KM 0.00 to 2.50 Kms
- e) Providing murrum side width in KM 0.00 to 2.50kms.”

The work order was issued on 28.11.2008 and as per the entry in the MB book, due date for completion is shown as 30.6.2009 (according to PW2 it was to be completed by 27.5.2009). A total sum of Rs. 19,59,931/- has been paid to the contractor as per Ex-P30. The DGOs in the annexure filed to their written statements have claimed that, this work has been completed to the extent of 90%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 5,97,537/- has been executed but by mentioning in the MB book that, work of worth Rs. 19,59,931/- has been executed by the contractor, bill has been approved/passed for a sum of Rs. 19,59,931/-. In Annexure-6 submitted along with his report as per Ex-P30, the following observation has been made as follows:

“ ಸ್ಥಳದಲ್ಲಿ ಜಲ್ಲಿ G-II ಉದ್ದ 1800 ಮೀಟರ್ ಇದ್ದು ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ 2500 ಮೀ ದಾಖಲಿಸಿರುತ್ತಾರೆ. ಹೆಚ್ಚುವರಿಯಾಗಿ 44910/-ಗಳನ್ನು ಈ ಐಟಂನಲ್ಲಿ ದಾಖಲಿಸಿದ್ದು, G-III ಜಲ್ಲಿ ಉದ್ದ 300 ಮೀ ಇದ್ದು ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ 2500 ಮೀಟರ್ ದಾಖಲಿಸಿರುತ್ತಾರೆ. ಇದರಲ್ಲಿ ಹೆಚ್ಚುವರಿಯಾಗಿ ರೂ. 1,76,954/-, ರಸ್ತೆಗೆ ಡ್ರೇನ್ ಕಾಮಗಾರಿ ನಿರ್ವಹಿಸದೇ ರೂ. 30,912/- ಗಳನ್ನು ಪಾವತಿಸಿದ್ದು, ರಸ್ತೆಗೆ ಡಾಂಬರೀಕರಣ 300 ಮೀ ಮಾಡಿದ್ದು, 2500 ಮೀ ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿರುತ್ತಾರೆ. ರಸ್ತೆಗೆ ಪೈಪ್ ಕಲ್ವಟರ್ ಕೆಲಸ ಒಂದು ಇದ್ದು, ಹೆಚ್ಚಾಗಿ ಎರಡು ಪೈಪು ಕಲ್ವಟರ್‌ಗಳನ್ನು ದಾಖಲಿಸಿರುತ್ತಾರೆ. ಈ ಕಾಮಗಾರಿಯಲ್ಲಿ ರೂ. 5,97,537/- ಕೆಲಸ ಆಗಿದ್ದು ಹೆಚ್ಚುವರಿಯಾಗಿ ರೂ. 13,62,396/- ಗಳನ್ನು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪಾವತಿಸಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and works not executed but shown as executed in the MB book and stated that the actual works executed is far less than the quantum of work shown to have been completed in the bills and the payment of the amount made to the contractor, as on the date of inspection.

Though it is mentioned in Ex-P30 that, by passing the bills amounting to Rs. 19,59,931/-, an excess amount of Rs. 13,62,396/- is shown to have been paid to the contractor, but as per the entry in the MB book DGO-1 has passed/approved bills amounting to Rs. 19,59,931/- but payment made as on that date to the contractor was Rs. 16,80,097/- after deducting statutory deductions such as Royalty, Income tax etc.,.

Therefore, the excess amount paid to the contractor as on the date of inspection is quantified at Rs. 10,82,560/-.

PW2 has further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P30 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during the investigation. According to PW2, DGOs- 1, 2 and 6 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

15) **Work No. 15: Improvement to Kannatti village to Mahalingpur road measuring 3.5 kilometers**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 25 lakhs and the work of execution was entrusted to Sri S.S. Doni, contractor on tender basis for tender amount of Rs. 26,71,237/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 3.50 ಕಿ.ಮೀ. ಇರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಗೆ ಜಂಗಲ್ ಕತ್ತಿರಿಸಿ ಗಟಾರ ನಿರ್ಮಾಣ, ವರ್ಗ-2 ಮತ್ತು 3 ಖಡೀಕರಣ ಹಾಗೂ ಡಾಂಬರೀಕರಣ

ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿದ ಈ ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 25.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 22.11.2008 and as per the entry in the MB book, date of commencement is shown as 10.01.2009. According to PW2 it was to be completed by 20.5.2009. A total sum of Rs. 23,56,820/- has been paid to the contractor as per Ex-P31. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 80%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 8,21,712/- has been executed. But by mentioning in the MB book that, work of worth Rs. 23,56,820/- has been executed by the contractor, bill has been approved/passed for a sum of Rs. 23,56,820/-. In Annexure-6 submitted along with his report as per Ex-P31, the following observation has been made as follows:

“ ರಸ್ತೆಗೆ ಅಳವಡಿಸಿರುವ G-II & G-III ಅಳತೆಗಳು 1400 ಮೀ ಇದ್ದು ದಾಖಲಾತಿಯಲ್ಲಿ ಅನುಮೋದಿಸಿರುವ ಉದ್ದ 2000 ಮೀ ಆಗಿರುತ್ತದೆ. ರಸ್ತೆಗೆ ಡಾಂಬರೀಕರಣ ಮಾಡಿರುವುದಿಲ್ಲ ಹಾಗೂ ಹೆಚ್.ಪಿ. 7.5 ಮೀಟರ್ ಉದ್ದಕ್ಕೆ ಅಳವಡಿಸಿದ್ದು, ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ 30 ಮೀ ದಾಖಲಿಸಿರುತ್ತಾರೆ. ಈ ಕಾಮಗಾರಿಯಲ್ಲಿ ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪಾವತಿಸಿರುವ ಮೊತ್ತ ರೂ. 23,56,820/- ಇದ್ದು ಅಳತೆಯನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ ನಿರ್ವಹಿಸಿದಿರುವ ಕೆಲಸಕ್ಕೆ ರೂ. 8,21,712/- ಆಗಿದ್ದು, ಹೆಚ್ಚಾಗಿ ರೂ. 15,35,108/- ಪಾವತಿಸಿದ್ದು ಒಟ್ಟಾರೆಯಾಗಿ ರೂ. 15,35,108/- ರೂಗಳನ್ನು (ಹದಿನಾಲ್ಕು ಲಕ್ಷ ಎಂಬತ್ತೆಂಟು ಸಾವಿರದ ಎರಡು ನೂರ ನಲ್ಲತ್ತೆಂಟು ಗಳು). ಮೇಲೆ ತಿಳಿಸಿದ ಕಾಮಗಾರಿಗಳಲ್ಲಿ ಅಧಿಕವಾಗಿ ಹಣವನ್ನು ದುರ್ಬಳಕೆ ಮಾಡಿಕೊಂಡಿರುತ್ತಾರೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and the works not executed but shown to have been executed in the MB book and stated that the actual

works executed is far less than the quantum of work shown to have been completed in the bills and the payment of the amount made to the contractor as on the date of inspection.

Though it is mentioned in Ex-P31, by passing the bills amounting to Rs. 23,56,820/-, an excess amount of Rs. 15,35,108/- is shown to have been paid to the contractor as per the entry in the MB book DGO-1 has passed/approved bills amounting to Rs. 23,56,820/- but payment made as on that date to the contractor was Rs. 19,34,437/- after deducting the statutory deductions such as Royalty, Income Tax etc., Therefore, the excess amount paid to the contractor as on the date of inspection is quantified at Rs. 11,12,725/-.

PW2 has further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P31 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during the investigation. According to PW2, DGOs- 1, 2 and 4 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

- 16) **Work No. 16: Improvement to Muldalagi village to Marapur road measuring 6 kilometers:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 25 lakhs and the work of execution was entrusted to Sri P.L. Gudennanvar, contractor of Naganoor on tender basis for tender amount of Rs. 24,41,777/- under the agreement dated 27.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 6.00 ಕಿ.ಮೀ. ಇರುತ್ತದೆ. ಸದರೀ ರಸ್ತೆಗೆ 6.00 ಕಿ.ಮೀ. ಜಂಗಲ ಕತ್ತಿರಿಸಿ, 5.00 ಕಿ.ಮೀ. ಗಟಾರ ನಿರ್ಮಾಣ, 6.00 ಕಿ.ಮೀ. ವರ್ಗ-2 ಮತ್ತು 2.43 ಕಿ.ಮೀ ವರ್ಗ 3 ಖಡೀಕರಣ ಹಾಗೂ ಅವಶ್ಯಕತೆಗೆ ತಕ್ಕಂತೆ 750 ಮಿ ಮೀ ವ್ಯಾಸದ ಪೈಪುಗಳನ್ನು ಜೋಡಿಸುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿ ಈ ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 25.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 22.11.2008 and as per the entry in the MB book, and the work has been commenced on 15.1.2009. According to PW2 it was to be completed by 20.5.2009. A total sum of Rs. 23,39,165/- has been paid to the contractor as per Ex-P32. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 80%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 2,83,581/- has been executed but by mentioning in the MB book that, work of worth Rs. 23,39,165/- has been executed by the contractor, bill has been approved/passed for a sum of Rs. 23,39,165/-. In Annexure-6 submitted along with his report as per Ex-P32, the following observation has been made as follows:

“G-II ಮತ್ತು G-III ಜಲ್ಲಿ ಕಲ್ಲುಗಳನ್ನು ರಸ್ತೆಗೆ ಅಳವಡಿಸಿರುವುದಿಲ್ಲ ಹಾಗೂ HP ಸಹ ಹಾಕಿರುವುದಿಲ್ಲ. ಒಟ್ಟಾರೆಯಾಗಿ ರೂ. 23,39,165/- ಗಳನ್ನು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪಾವತಿಸಿದ್ದು, ಅಳತೆ ಪುಸ್ತಕದ ಪ್ರಕಾರ ರೂ. 2,83,581/-ಗಳ ಕೆಲಸ ಆಗಿದ್ದು, ಒಟ್ಟಾರೆಯಾಗಿ ರೂ. 20,55,584/- ಗಳನ್ನು ಕಾಮಗಾರಿಯಲ್ಲಿ ಅಧಿಕವಾಗಿ ಹಣವನ್ನು ದುರ್ಬಳಕೆ ಮಾಡಿರುತ್ತಾರೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and works not executed but shown to have been completed in the MB book and stated that the actual works executed is far less than the quantum of work shown to have been completed in the bills and the payment of the amount made to the contractor as on the date of inspection.

Though it is mentioned in Ex-P32, by passing the bills amounting to Rs. 23,39,165/-, an excess amount of Rs. 20,55,584/- is shown to have been paid to the contractor, as per the entry in the MB book, DGO-1 has passed/approved bills amounting to Rs. 23,39,165/- and payment made as on that date to the contractor was Rs. 18,78,141/- after deducting the statutory deductions such as Income Tax, Royalty etc., Therefore, the excess amount paid to the contractor as on the date of inspection is quantified at Rs. 15,94,560/-.

PW2 has further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P32 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during the investigation. According to PW2, DGOs- 1, 2 and 4 are

responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

17) **Work No. 17:Improvements to Udagatti Cross to Udagatti Road:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 15 lakhs and the work of execution was entrusted to Sri B.B. Saudatti, contractor on tender basis for tender amount of Rs. 14,78,050/- under the agreement dated 06.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 3.80 ಕಿ.ಮೀ. ಇದ್ದು, ಈಗಾಗಲೇ ಬಹಳ ದಿನಗಳ ಹಿಂದೆ 3.80 ಕಿ.ಮೀ. ರಸ್ತೆ ಡಾಂಬರೀಕರಣವಾಗಿರುತ್ತದೆ. ಈ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ ಚೈ 0.90 ದಿಂದ 3.1 ಕಿ.ಮೀ. ವರೆಗೆ ಮರು ಡಾಂಬರೀಕರಣ ಹಾಗೂ ಚೈ 0.00 ದಿಂದ 0.90 ಮತ್ತು 2.90 ದಿಂದ 3.80 ಕಿ.ಮೀ. ರವರೆಗೆ ಡಾಂಬರೀಕರಣದ ದುರಸ್ತಿ ಕಾಮಗಾರಿಯ ಐಟಂಗಳನ್ನು ಲಭ್ಯವಿರುವ ಅನುದಾನಕ್ಕನುಗುಣವಾಗಿ ಅಳವಡಿಸಲಾಗಿದೆ. ಸದರೀ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 15.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 06.11.2008 and as per the entry in the MB book, due date for completion is shown as 05.05.2009. According to PW2 it was to be completed by 25.5.2009. A total sum of Rs. 14,78,050/- has been paid to the contractor as per Ex-P33. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, only a portion of the work worth Rs. 3,82,765/- has been executed but by mentioning in the MB book that, work of worth Rs. 14,78,050/- has been executed by the contractor, bill has been approved/passed for a sum of Rs. 14,78,050/-. In Annexure-6 submitted along with his report as per Ex-P33, the following observation has been made as follows:

“ ರಸ್ತೆಯ ಅಳವಡಿಸಿರುವ G-III ಜಲ್ಲಿ ಹಾಗೂ ಸ್ಕಾರಿಫೈಯಿಂಗ್ ಕೆಲಸ ಬಿಟ್ಟು ಮೇಲೆ ಕೈಂ ಮಾಡಿರುವ ಯಾವುದೇ ಕೆಲಸವನ್ನು ನಿರ್ವಹಿಸದೇ ಇರುವುದು ಕಂಡುಬಂದಿತು. ಮುಂದುವರೆದು 1.5 ಕಿ.ಮೀ. ರಷ್ಟು ರಸ್ತೆ ಉದ್ದದ, G-III ಜಲ್ಲಿಯನ್ನು ಅಳವಡಿಸಿರುವುದಾಗಿ ದಾಖಲಿಸಿದ್ದರೂ ಸಹಾ ಸ್ಥಳದಲ್ಲಿ 1400ಮೀ ಮಾತ್ರ ಇದ್ದು ಕಾರಣ 100 ಮೀ ಹೆಚ್ಚುವರಿಯಾಗಿ ಕ್ಲೇಮ್ ಮಾಡಿರುವುದು ಕಂಡುಬಂದಿರುತ್ತದೆ. ಈ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಜಲ್ಲಿ ಬಜಾವಣೆಯಲ್ಲಿ ರೂ. 25,274/- ಮತ್ತು ಸ್ಕಾರಿಫೈಯಿಂಗ್ ರೂ. 2,070/- ಹಾಗೂ ಡಾಂಬರೀಕರಣಕ್ಕೆ ರೂ. 10,95,285/- (ರೂ. ಹತ್ತು ಲಕ್ಷದ ತೊಂಬತ್ತೈದು ಸಾವಿರದ ಎರಡುನೂರ ಎಂಬತ್ತೈದು ಮಾತ್ರ) ಗಳು ಹೆಚ್ಚುವರಿಯಾಗಿ ಪಾವತಿಸಲಾಗಿದ್ದು ಅಂದರೆ ಮೇಲೆ ತಿಳಿಸಿದ ಒಟ್ಟಾರೆ ಮೊತ್ತ ರೂ. 10,95,285/- ಗಳನ್ನು ಹೆಚ್ಚಾಗಿ ಕ್ಲೇಮ್ ಮಾಡಿರುವುದು ಸ್ಥಳದಲ್ಲಿ ಕಂಡುಬಂದಿರುತ್ತದೆ.”

PW2 has narrated in his evidence the details of the works executed at the spot and works not done but shown to have been executed in MB book and stated that the actual works executed is far less than the quantum of work shown to have been completed in the bills and the payment of the amount made to the contractor as on the date of inspection.

Though it is mentioned in Ex-P33, by passing the bills amounting to Rs. 14,78,050/-, an excess amount of Rs. 10,95,285/- is shown to have been paid to the contractor. But as per the entry in MB book, DGO-1 has passed/approved bills amounting to Rs. 14,78,050/- but payment made as on that date was Rs. 12,45,144/- by deducting statutory deductions such as Income Tax, Royalty etc., Therefore, the excess amount

paid to the contractor as on the date of inspection is quantified at Rs. 8,62,379/-.

PW2 has further claimed that, he carried out the measurements during his inspection and cross verified with the recorded measurements in the measurement book and based on these details a comparative statement has been prepared as per Ex-P33 indicating the differences in each items of the works and excess amount paid to the contractor. This comparative statement prepared by the investigating officer has been signed by DGOs 1 to 6 and the complainant who were present during the investigation. According to PW2, DGOs- 1, 2 and 5 are responsible for making excess payment to the Contractor by making false entry in the MB book though work was not completed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

18) **Work No. 18: Improvements to Hosatti Cross to Hosatti measuring 2 kilometers:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 15 lakhs and the work of execution was entrusted to Sri S.B. Lokannanavar, contractor on tender basis for tender amount of Rs. 14,54,800/- under the agreement dated 29.01.2009. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 2.00 ಕಿ.ಮೀ. ಇದ್ದು, 1.50 ಕಿ.ಮೀ. ರಸ್ತೆ ಖಡೀಕರಣ ಇದ್ದು 0.50 ಕಿ.ಮೀ. ಡಾಂಬರೀಕರಣವಾಗಿರುತ್ತದೆ. ಸದರಿ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ

0.50 ಕಿ.ಮೀ. ರಸ್ತೆಗೆ ಡಾಂಬರೀಕರಣ ಕಾಮಗಾರಿಯ ದುರಸ್ತಿ 1.50 ಕಿ.ಮೀ. ರಸ್ತೆಗೆ ವರ್ಗ-3 ಖಡೀಕರಣ ಹಾಗೂ 2.00 ಮೀ ರಸ್ತೆಗೆ ಮರು ಡಾಂಬರೀಕರಣ ಕಾಮಗಾರಿಯನ್ನು ಲಭ್ಯವಿರುವ ಅನುದಾನಕ್ಕನುಗುಣವಾಗಿ ಅಳವಡಿಸಲಾಗಿದೆ. ಸದರಿ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 15.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 29.01.2009 and as per the entry in the MB book, due date for completion is shown as 29.7.2009. According to PW2 it was to be completed by 30.7.2009. A total sum of Rs. 14,54,022/- has been paid to the contractor as per Ex-P34. The DGOs in the annexure filed to their written statements have claimed that, this work has been completed to the extent of 85%.

The investigating officer has noticed during his investigation that, work was not yet commenced as on the date of inspection and the said work was not taken up for execution by the Contractor but by mentioning in the MB book that, work of worth Rs. 14,54,022/- has been executed by the contractor, bill has been approved/passed for a sum of Rs. 14,54,022/-. But as per the evidence of PW2, payments have been made to the contractor only Rs. 11,93,353/-. In Annexure-6 submitted along with his report as per Ex-P34, the following observation has been made as follows:

“ ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲು ಮಾಡಿ ರೂ. 14,54,022/- ಗಳನ್ನು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪಾವತಿಸಲಾಗಿದ್ದು ಕಾಮಗಾರಿಯನ್ನು ಇದುವರೆಗೆ ಪ್ರಾರಂಭಗೊಂಡಿರುವುದಿಲ್ಲವೆಂದು ಪ್ರತಿವಾದಿಗಳು ತಿಳಿಸಿದರು. ಒಟ್ಟಾರೆಯಾಗಿ ಈ ಕೆಲಸದಲ್ಲಿ ರೂ. 14,54,022/- ಗಳು ದುರ್ಬಳಕೆಯಾಗಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ. ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿದ ಯಾವುದೇ ಕೆಲಸವನ್ನು ನಿರ್ವಹಿಸಿರುವುದಿಲ್ಲ.”

Though it is mentioned in Ex-P34, by passing the bills amounting to Rs. 14,54,022/-, the entire amount is shown to

have been paid to the contractor as per the entry in the MB book. DGO-1 has passed/approved bills amounting to Rs. 14,54,022/- but payment made as on that date to the contractor was Rs. 11,93,353/- after deducting the statutory deductions such as Income Tax, Royalty etc.,. Therefore, without commencing the work, false entries have been made in the MB book showing progress in the work and a sum of Rs. 11,93,353/- has been shown to have been paid to the contractor, thereby by disbursing the said amount to the contractor even without commencement of the work, DGOs 1 to 3 are responsible for making payment to the Contractor by making false entry in the MB book, though work was not commenced and executed to the extent of payments shown to have made to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

19) **Work No. 19: Improvements to Arabhavi Matt to Shindikurabeta road measuring 2.5 kilometres**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 15 lakhs and the work of execution was entrusted to Sri R.V. Kadakola, contractor on tender basis for tender amount of Rs. 14,62,375/- under the agreement dated 16.01.2009. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 2.50 ಕಿ.ಮೀ. ಇದ್ದು, ಈ ಮೊದಲು 1.90 ಕಿ.ಮೀ. ರಸ್ತೆಗೆ ವರ್ಗ-2 ಖಡೀಕರಣವಾಗಿರುತ್ತದೆ. ಹಾಗೂ 0.60 ಕಿ.ಮೀ. ಪಾರ್ಕಿಂಗ್‌ನ ರಸ್ತೆಯಾಗಿರುತ್ತದೆ. ಈ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ ಬಾಕಿ ಇರುವ 600 ಮೀಟರ್ ಉದ್ದದ ರಸ್ತೆ ವರ್ಗ-2 ಖಡೀಕರಣ ಹಾಗೂ 2.00 ಕಿ.ಮೀ. ರಸ್ತೆಗೆ ವರ್ಗ-3 ಖಡೀಕರಣ,

ಲಭ್ಯವಿರುವ ಸ್ಥಳದಲ್ಲಿ ರಸ್ತೆಯ ಬದಿಗೆ ಗಟಾರ ನಿರ್ಮಾಣ ಹಾಗೂ 1.60 ಕಿ.ಮೀ. ರಸ್ತೆಗೆ ಡಾಂಬರೀಕರಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಲಭ್ಯವಿರುವ ಅನುದಾನಕ್ಕನುಗುಣವಾಗಿ ಅಳವಡಿಸಲಾಗಿದೆ. ಸದರಿ ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 15.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 15.01.2009 and as per the entry in the MB book, due date for completion is shown as 14.7.2009. According to PW2, during his inspection of the said work on visiting the work spot, absolutely no work was found to have been executed and the work was not taken up for execution. But, entries are found to have been made in the MB book mentioning that, work to the extent of Rs. 14,62,374/- have been executed and first bill for Rs. 5,75,822/- was approved and passed disbursing Rs. 4,62,760/- through cheque and in respect of the 2nd bill for Rs. 8,86,552/- was approved and passed disbursing Rs. 7,56,553/- to the contractor through cheque. Therefore, without commencement of execution of the work, a total sum of Rs. 12,19,313/- has been paid to the contractor. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 85%.

The investigating officer has noticed during his investigation that, work was not yet commenced as on the date of inspection and the said work was not taken up for execution by the Contractor. But by mentioning in the MB book that, work of worth Rs. 14,62,374/- has been executed by the contractor, bill has been approved/passed for a sum of Rs. 14,62,374/- and a sum of Rs. Rs. 12,19,313/- has been paid to the contractor. In Annexure-6 submitted along with his report

as per Ex-P35, the following observation has been made as follows:

“ ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿರುವ ಯಾವುದೇ ಕೆಲಸಗಳನ್ನು ನಿರ್ವಹಿಸಿರುವುದಿಲ್ಲ. ಈ ವಿಷಯವನ್ನು ಪ್ರತಿವಾದಿಗಳಿಗೆ ಓದಿ ಹೇಳಿ ಅವರ ಒಪ್ಪಿಗೆಯನ್ನು ಸಹಿ ಮುಖಾಂತರ ಪಡೆಯಲಾಗಿದೆ.”

Therefore, according to PW2 and as per the entries in the MB book, without actual execution of the work entrusted to the contractor, by making false entries in the MB book, a sum of Rs. 12,19,313/- has been shown to have been disbursed to the contractor, thereby this amount has been misappropriated and DGOs 1 to 3 are responsible for making payment to the Contractor by making false entry in the MB book though work was not commenced and executed to the extent of payments shown to have made, to the contractor and indicted them, holding them responsible for misappropriation of excess payment made to the contractor.

20) **Work No. 20: Improvement to Munial to Hunashyala measuring 3 kilometers:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 15 lakhs and the work of execution was entrusted to Sri M.R. Tolinavar, contractor on tender basis for tender amount of Rs. 14,57,850/- under the agreement dated 04.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 3.00 ಕಿ.ಮೀ. ಇರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಯಲ್ಲಿ 0.00ನ ರಿಂದ 1.30 ರಸ್ತೆಯು ಈಗಾಗಲೇ ರಸ್ತೆಗೆ ಕಾಮಗಾರಿಯನ್ನು ಸಕ್ಕರೆ ಕಾರ್ಖಾನೆ ನಿಧಿಯೋಜನೆ ಅಡಿಯಲ್ಲಿ ಟೆಂಡರ್ ಆಧಾರದ ಮೇಲೆ ಕಾಮಗಾರಿ ಪ್ರಾರಂಭಿಸುವ ಹಂತದಲ್ಲಿರುವುದರಿಂದ ಬಾಕಿ ಉಳಿದಿರುವ 1.70 ಕಿ.ಮೀ. ಉದ್ದದ ರಸ್ತೆಯ ಅಭಿವೃದ್ಧಿ ಕಾಮಗಾರಿಯನ್ನು ಈ ಅಂದಾಜು ಪತ್ರಿಕೆಯಲ್ಲಿ ಜಂಗಲ ಕತ್ತರಿಸಿ, ಗಟಾರ ನಿರ್ಮಾಣ, ವರ್ಗ-2 ಮತ್ತು 3 ಖಡೀಕರಣ ಹಾಗೂ ಡಾಂಬರೀಕರಣ ಮಾಡಿ ಅವಶ್ಯಕತೆಗೆ ತಕ್ಕಂತೆ 750 ಮಿಮೀ ವ್ಯಾಸದ ಪೈಪುಗಳನ್ನು ಅಳವಡಿಸುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿ ಈ ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು 2007-08ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸಿದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 15.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 06.11.2008 and as per the entry in the MB book, due date for completion is shown as 05.05.2009. According to PW2, during his inspection, only a small portion of the work of jungle cutting, drainage and embankment were found to have been done and the work executed was quantified at Rs. 52,655/- only. But, entries are found to have been made in the MB book mentioning that, work to the extent of Rs. 14,57,850/- have been executed and first bill for Rs. 3,69,057/- was approved and passed disbursing Rs. 2,93,581/- through cheque and in respect of the 2nd bill for Rs. 10,88,793/- was approved and passed disbursing Rs. 9,13,698/- to the contractor through cheque. Therefore, excluding the work worth Rs. 52,655/- physically executed, major portion of the amount, amounting to Rs. 11,54,624/- has been paid in excess to the contractor. The DGOs in the annexure filed to their written statements have claimed that, this work has been completed to the extent of 85%.

In Annexure-6 submitted along with his report as per Ex-P36, the following observation has been made as follows:

“ ಸ್ಥಳದಲ್ಲಿ ಜಂಗಲ್ ಕಟಿಂಗ್, ಗಟಾರ ಹಾಗೂ ಮಣ್ಣಿ ಏರಿಯ ಕಾಮಗಾರಿಗೆ ರೂ. 52,655/- ಮಾತ್ರ ಕೆಲಸ ಆಗಿದ್ದು, ಅಳತೆ ಪುಸ್ತಕದ ದಾಖಲಾತಿಯಂತೆ ಗುತ್ತೇದಾರರಿಗೆ ರೂ. 14,05,195/- ಗಳ ಹೆಚ್ಚಿನ ಹಣ ಸಂದಾಯಿಸಿರುವುದು ಕಂಡುಬರುತ್ತದೆ.”

Therefore, according to PW2 and as per the entries in the MB book, without actual execution of the work entrusted to the contractor, by making false entries in the MB book, a sum of Rs. 11,54,624/- has been shown to have been disbursed to the contractor, thereby this amount has been misappropriated and DGOs 1 , 2 and 4 are responsible for making payment to the Contractor by making false entry in the MB book though work was not commenced and executed to the extent of payments shown to have made, to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

21) **Work No. 21: Improvement to Mudalagi Gavi Thota Road measuring 2.00 kilometers :**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 15 lakhs and the work of execution was entrusted to Sri M.D. Kadi, contractor on tender basis for tender amount of Rs. 14,53,705/- under the agreement dated 04.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 2.00 ಕಿ.ಮೀ. ಇರುತ್ತದೆ. ಈ ರಸ್ತೆಯು ಚಕ್ಕಡಿ ರಸ್ತೆಯಾಗಿರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಗೆ ಜಂಗಲ ಕತ್ತರಿಸಿ, ಗಟಾರ ನಿರ್ಮಾಣ, ಪಾರ್ಕಿಂಗ್ ಮತ್ತು ವರ್ಗ-2 ಮತ್ತು 3 ಖಡೀಕರಣ, ಡಾಂಬರೀಕರಣ ಹಾಗೂ ಅವಶ್ಯಕತೆಗೆ ತಕ್ಕಂತೆ 750 ಮಿಮಿ ವ್ಯಾಸದ ಪೈಪುಗಳನ್ನು ಜೋಡಿಸುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿ ಈ

ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು 2007-08 ನೇ ಸಾಲಿನ ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸದ್ದು, ಅದರ ಮೊತ್ತ 15.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 6.11.2008 and as per the entry in the MB book, due date for completion is shown as 5.5.2009. According to PW2, during his inspection of the said work he has noticed that, only portion of certain works which he has quantified at Rs. 5,86,589/- has been carried out. But, DGO-1 has approved/passed bills of the contractor amounting to Rs. 14,53,703/- and PW2 has concluded that, Rs. 8,67,122/- has been paid in excess to the contractor without executing work to that extent of the payments made to him.

On perusing the entries in the MB book, first bill for Rs. 4,61,960/- was approved and passed disbursing Rs. 3,68,617/- through cheque and in respect of the 2nd bill for Rs. 9,91,743/- was approved and passed disbursing Rs. 8,34,795/- to the contractor through cheque. Therefore, by approving and passing bills for an amount of Rs. 14,53,703/-, a sum of Rs. 12,03,412/- has been paid to the contractor after deducting the statutory deductions such as Income tax, Royalty etc., The DGOs in the annexure filed to their written statements have claimed that, this work has been completed to the extent of 85%.

The investigating officer has noticed during his investigation that, the contractor has executed only a portion of the work to the extent of 5,86,589/- and excluding this amount, a sum of Rs. 6,16,823/- has been paid in excess to the

contractor. In Annexure-6 submitted along with his report as per Ex-P37, following observation has been made

“ ರಸ್ತೆಯ 1.00 ಕಿ.ಮೀ. ಉದ್ದಕ್ಕೆ ಸರಾಸರಿ ಖಡೀಕರಣದ ಅಗಲ 2.41 ಮೀ ಇದ್ದು ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ 3.75 ಮೀ ದಾಖಲಿಸಿರುತ್ತಾರೆ. ರಸ್ತೆ ಒಟ್ಟು ಉದ್ದ 1900 ಮೀ ಇದ್ದು 100 ಮೀ ಹೆಚ್ಚು ದಾಖಲಿಸಿರುತ್ತಾರೆ. ಈ ಕಾಮಗಾರಿಯಲ್ಲಿ ಹೆಚ್ಚುವರಿಯಾಗಿ ಕ್ಲೈಂ ಮಾಡಿರುವ ಐಟಂಗಳ ಒಟ್ಟು ಮೊತ್ತ ರೂ. 8,67,122/- ಆಗಿದ್ದು ಸ್ಥಳದಲ್ಲಿ ರೂ. 5,86,589/- ಕೆಲಸ ಆಗಿರುತ್ತದೆ. ರಸ್ತೆಗೆ ಡಾಂಬರೀಕರಣ ಮಾಡಿರುವುದಿಲ್ಲ. ರಸ್ತೆಗೆ ಅಳವಡಿಸಿರುವ ಜಲ್ಲಿ ಕಲ್ಲುಗಳು, ಪಕ್ಕದ ಡ್ರೇನ್ಸ್, ಎಂಬ್ಯಾಂಕಮೆಂಟ್ ಈ ಐಟಂಗಳಲ್ಲಿ ಹೆಚ್ಚಾಗಿ ಕ್ಲೈಂ ಮಾಡಿರುವ ಹಣ ರೂ. 8,67,122/- ಗುತ್ತಿಗೆದಾರರಿಗೆ ಈ ಕಾಮಗಾರಿಗೆ ಒಟ್ಟಾರೆ 14,53,703/- ಹಣ ಬಿಡುಗಡೆ ಮಾಡಿರುತ್ತಾರೆ.

Therefore, according to PW2 and as per the entries in the MB book, as against actual work executed to the extent of Rs. 5,86,589/-, DGO-1 has approved and passed bills of the contractor to the extent of Rs. 14,53,703/- and paid Rs. 12,03,412/- to the contractor through cheque without actual execution of the work to the extent of the quantum of work for which bills have been submitted and approved. Hence, by making false entries in the MB book, a sum of Rs. 12,03,412/- has been shown to have been disbursed to the contractor, thereby a sum of Rs.6,16,823/- excluding the quantum of work executed, has been misappropriated and DGOs 1, 2 and 4 are responsible for making payment to the Contractor by making false entry in the MB book though work was not executed to the extent of payments shown to have made, to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

- 22) **Work No. 22: Improvement of 2 kilometers length of K. Hanumapura Koodu Road:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 8 lakhs and the work of execution was entrusted to Sri B.B. Dasannanavar, contractor on tender basis for a tender amount of Rs. 7,81,478/- under the agreement dated 20.10.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ Formation of road including murrum casing is completed. This road passed parallel to the adjacent big nalla and over floods the road. Hence it is very necessary to increase the height of embankment. It is also necessary to protect the embankment by providing stone pitching as road carries heavy sugar factory traffic. This work is approved for Rs. 8.00 lakhs under C.M. Fund (special grant) for the year 2008-09. So as to adjust available grant the following provisions are made in this estimate.

1. Jungle cutting for entire length KM 0.00 to 1.40 Kms.
2. Providing murrum for raising embankment above flood level in KM 0.00 to 1.40 kms.
3. Providing stone pitching in KM. 0.00 to 0.950 kms. ”

The work order was issued on 20.10.2008 and as per the entry in the MB book, due date for completion is shown as 21.4.2009. According to PW2, during his inspection of the said work on visiting the work spot, he noticed only portion of certain works have been carried out. But, DGO-1 has approved/passed bills of the contractor amounting to Rs. 7,81,476/- and PW2 has concluded that, Rs. 4,34,222/- has been paid in excess to the contractor without executing work to that extent of the payments made to him.

On perusing the entries in the MB book, first bill for Rs. 3,79,277/- was approved and passed disbursing Rs. 3,28,445/- through cheque and in respect of the 2nd bill for Rs. 3,68,714/- was approved and passed disbursing Rs. 2,72,284/- to the contractor through cheque, by deducting the statutory deductions like income tax, Royalty etc., Therefore, by approving and passing bills for an amount of Rs. 7,81,476/-, a sum of Rs. 6,00,729/- has been paid to the contractor. The DGOs in the annexure filed to their written statements have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, only a portion of the work has been executed but, a sum of Rs. 4,34,222/- has been paid in excess to the contractor. In Annexure-6 submitted along with his report as per Ex-P38, the following observation has been made as follows:

“ ಈ ಸಂದರ್ಭದಲ್ಲಿ ಒಟ್ಟಾರೆಯಾಗಿ ಕ್ಲೈಮೆ ಮಾಡಿರುವ ಮೊತ್ತದಲ್ಲಿ ರಿವೆನ್ಯೂ ಕೆಲಸದಲ್ಲಿ ಅಧಿಕವಾಗಿ ರೂ. 3,37,794/- ಗಳನ್ನು ಪಾವತಿಸಿರುತ್ತಾರೆ. ರಿವೆನ್ಯೂ ಅಳತೆ ಮಾಡಲಾಗಿ ಅದರ ಉದ್ದ 300 ಮೀ ಇರುತ್ತದೆ. ಆದರೆ ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ 950 ಮೀ ಉದ್ದಕ್ಕೆ ದಾಖಲಿಸಿರುತ್ತಾರೆ. ಎಂಬೀಕ್ ಮೆಂಟ್ ಕಾಮಗಾರಿಯಲ್ಲಿ 950 ಮೀ ಉದ್ದಕ್ಕೆ ಕ್ಲೈಮೆ ಮಾಡಿದ್ದು ವಾಸ್ತವಿಕವಾಗಿ ಅಳತೆ ಮಾಡಿದಾಗ ಅದರ ಉದ್ದ 630ಮೀ ಆಗಿರುತ್ತದೆ. ಗುತ್ತಿಗೆದಾರರಿಗೆ ಹೆಚ್ಚಾಗಿ ರೂ. 96,428/- ಗಳನ್ನು ಅಧಿಕವಾಗಿ ಪಾವತಿಸಿರುವುದಲ್ಲದೇ ಒಟ್ಟಾರೆಯಾಗಿ ರೂ. 4,34,222/- ಗಳನ್ನು ಮೇಲೆ ತಿಳಿಸಿದ ಕಾಮಗಾರಿಯಲ್ಲಿ ಅಧಿಕವಾಗಿ ಹಣವನ್ನು ದುರ್ಬಳಕೆ ಮಾಡಿಕೊಂಡಿರುತ್ತಾರೆ.”

Hence, by making false entries in the MB book, a sum of Rs. 7,81,476/- has been shown to have been disbursed to the contractor, thereby a sum of Rs.4,34,222/- excluding the quantum of work executed, has been misappropriated and

DGOs 1, 2 and 6 are responsible for making payment to the Contractor by making false entry in the MB book though work was not executed to the extent of payments shown to have made, to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

23) **Work No. 26: Improvements to Rederatti Yadwad Road from Ch. 4.90 to 1.00 KM:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 10 lakhs and the work of execution was entrusted to Sri R.S. Gayakwad, contractor on tender basis for a tender amount of Rs. 9,73,464/- under the agreement dated 16.01.2009. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ Rederatti-Yadwad road in Gokak Taluk is 10.00 Km in length. Formation of road including murrum casing is completed from Ch. 0.00 to Ch,. 4.90 Km, balance road length is a cart tractk. As road connect these villages by very shortest length, villagers are demanding for construction of this road. This work is approved for Rs. 10.00 lakhs under C.M. Fund (special grant) for the year 2008-09. So as to avail the available grant, the following provisions are made in the estimate:

1. Jungle cutting for entire length from KM 4.90 Km to 10.00 kms.
2. Providing drains on both side of road from Km. 4.90 to 10.00 kms.
3. Providing murum casing for road from KM 4.90 km to 10.00 kms. ”

Work order was issued on 15.01.2009 and as per the entry in the MB book, due date for completion is shown as 15.7.2009. According to PW2, during his inspection of the said work on visiting the work spot he noticed only portion of certain works viz., jungle cutting and side drains have been carried out and PW2 quantified the works executed at Rs. 43,690/- only. But, DGO-1 has approved/passed bills of the contractor amounting to Rs. 9,53,591/- and PW2 has concluded that, Rs. 9,29,773/- has been paid in excess to the contractor without executing work to that extent of the payments made to him.

On perusing the entries in the MB book, first bill for Rs. 22,127/- was approved and passed disbursing Rs. 19,998/- through cheque and in respect of the 2nd bill for Rs. 6,69,840/- was approved and passed disbursing Rs. 4,60,564/- and in respect of the 3rd bill for Rs. 2,83,751/-, was approved disbursing Rs. 2,04,443/- to the contractor through cheque, by deducting the statutory deductions like income tax, Royalty etc., Therefore, by approving and passing bills for an amount of Rs. 9,75,718/-, a sum of Rs. 6,85,005/- has been paid to the contractor after deducting statutory deductions like Royalty, Income Tax etc., The DGOs in the annexure filed to their written statements have claimed that, this work has been completed to the extent of 75%.

The investigating officer has noticed during his investigation that, only a small portion of the work has been executed but, a sum of Rs. 9,29,773/- has been paid in excess to the contractor. In Annexure-6 submitted along with his

report as per Ex-P42, the following observation has been made as follows:

“ಸದರಿ ರಸ್ತೆಯ ಸ್ಥಳದಲ್ಲಿ ಜಂಗಲ್‌ಕಟಿಂಗ್ ಗಾಗಿ ಹಾಗೂ ಸೈಡು ಡ್ರೈನ್ಸ್ ಮಾತ್ರ ಮಾಡಿರುವುದು ಕಂಡು ಬಂದಿದ್ದು, ಇದಕ್ಕೆ ರೂ. 23,818/-ಗಳ ಕೆಲಸ ಮಾತ್ರ ಆಗಿರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಗೆ ರೂ. 9,29,773/- ಗಳ ಹೆಚ್ಚಿನ ಮೊತ್ತವನ್ನು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪಾವತಿಸಿರುವುದು ಅಳತೆ ಪುಸ್ತಕಗಳಿಂಥ ಕಂಡು ಬಂದಿರುತ್ತದೆ.”

Hence, by making false entries in the MB book, a sum of Rs. 9,75,718/- has been shown to have been disbursed to the contractor, thereby a sum of Rs. 6,61,187/- excluding the quantum of work executed, has been misappropriated and DGOs 1, 2 and 4 are responsible for making payment to the Contractor by making false entry in the MB book though work was not executed to the extent of payments shown to have made, to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

24) **Work No. 28: Improvements to Gujanatti Approach Road:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 7.20 lakhs and the work of execution was entrusted to Sri R.B. Sampagavi, contractor on tender basis for a tender amount of Rs. 7,05,000/- under the agreement dated 25.10.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ರಸ್ತೆಯು ಒಟ್ಟು ಉದ್ದ 1.00 ಕಿಲೋಮೀಟರ್ ಇರುತ್ತದೆ. ಸದರಿ ರಸ್ತೆಯ 0.75 ಕಿ.ಮೀ. ರಸ್ತೆಗೆ ವರ್ಗ - 2 ಮತ್ತು 3 ಖಡೀಕರಣ ಹಾಗೂ ಡಾಂಬರೀಕರಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿ ಈ ಅಂದಾಜು ಪತ್ರಿಕೆಯನ್ನು 2007-2008 ನೇ ಸಾಲಿನ

ಗ್ರಾಮೀಣ ರಸ್ತೆಗಳ ಪ್ರಸ್ತುತ ದರಪಟ್ಟಿಯ ದರಗಳನ್ನು ಅಳವಡಿಸಿ ತಯಾರಿಸದ್ದು, ಅದರ ಮೊತ್ತ ರೂ. 7.20 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ.”

The work order was issued on 20/25.10.2008 and as per the entry in the MB book, the date of commencement has been shown as 15.11.2008, and due date for completion is shown as 05.05.2009. According to PW2, during his inspection of the said work on visiting the work spot, he noticed only portion of certain works viz., grade-3 metalling has been executed but, no asphaltting has been done to the said road. But, DGO-1 has approved/passed bills of the contractor amounting to Rs. 7,16,990/- and PW2 has concluded that, Rs. 3,49,958/- has been paid in excess to the contractor, without executing work of asphaltting.

On perusing the entries in the MB book, first bill for Rs. 3,58,332/- was approved and passed disbursing Rs. 2,90,720/- through cheque and in respect of the 2nd bill for Rs. 3,58,958/-, was approved and passed disbursing Rs. 3,07,319/- to the contractor through cheque, by deducting the statutory deductions like income tax, Royalty etc., Therefore, by approving and passing bills for an amount of Rs. 7,16,990/-, a sum of Rs. 5,98,039/- has been paid to the contractor. The DGOs in the annexure filed to their written statements have claimed that, this work has been completed to the extent of 85%.

The investigating officer has noticed during his investigation that, work was executed only with regard to metalling with grade-3 metal but, asphaltting work to the entire stretch of the road was not done. But, a sum of Rs. 3,49,958/-

has been paid in excess to the contractor without he executing asphaltting work. In Annexure-6 submitted along with his report as per Ex-P44, the following observation has been made as follows:

“ಈ ಕಾಮಗಾರಿಯಲ್ಲಿ G-II & G-III ಕೆಲಸವು ಅಳತೆ ಪುಸ್ತಕದಂತೆ ಪೂರ್ಣಗೊಂಡಿದ್ದು ರಸ್ತೆಗೆ ಡಾಂಬರೀಕರಣವನ್ನು ಮಾಡಿರುವುದಿಲ್ಲ. ಡಾಂಬರೀಕರಣದ ಮೊತ್ತ ರೂ. 3,49,958/- ಗಳನ್ನು ಈ ಕಾಮಗಾರಿಯಲ್ಲಿ ಹಣ ದುರ್ಬಳಕೆ ಮಾಡಿರುತ್ತಾರೆ.”

Hence, by making false entries in the MB book, a sum of Rs. 7,16,990/- has been shown to have been disbursed to the contractor, thereby a sum of Rs. 3,49,958/- being the amount earmarked for asphaltting has been misappropriated and DGOs 1, 2 and 4 are responsible for making payment to the contractor though work was not executed to the extent of payments shown to have made, to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

25) **Work No. 29: Improvement and widening of Road from Mudalagi Cross to Mudalagi measuring 4.50 Kms:**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 25.00 lakhs and the work of execution was entrusted to Sri Y.R. Patil, contractor on tender basis for a tender amount of Rs. 26,59,577/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ಈ ರಸ್ತೆಯ ಒಟ್ಟು ಉದ್ದ 4.50ಕಿ.ಮೀ ಇರುತ್ತದೆ. ಸದರೀ ರಸ್ತೆಗೆ ಗಟಾರ ನಿರ್ಮಾಣ ವರ್ಗ-2 ಮತ್ತು 3 ಖಡೀಕರಣ ಹಾಗೂ ಡಾಂಬರೀಕರಣವನ್ನು 5.50 ಮೀಟರ್‌ವರೆಗೆ ಅಗಲೀಕರಣ (ಹಾಲಿ ಇರುವ 3.75 ಮೀಟರ್ ಅಗಲ ಹೊರತು ಪಡಿಸಿ) ಮಾಡುವ ಐಟಂಗಳನ್ನು ಅಳವಡಿಸಿದೆ.”

The work order was issued on 22.11.2008 and as per the entry in the MB book, due date for completion is shown as 21.5.2009. According to PW2, during his inspection of the said work on visiting the work spot, he noticed that, though the work has been executed, it is substandard and the bitumin layer laid to the entire stretch of the road is of substandard quality and during inspection, the road was found to have been damaged in the entire stretch due to formation of pits and the entire stretch of the road has to be re-laid by fresh bitumin layer. Hence according to the opinion of PW2, the work executed is of substandard quality.

On perusing the entries in the MB book, bills amounting to Rs. 24,24,727/- have been approved and passed disbursing the amount deducting the statutory deductions like income tax, Royalty etc., The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 100%.

The investigating officer has noticed during his investigation that, work has been executed but, the work so executed is of substandard quality. In Annexure-6 submitted along with his report as per Ex-P45, the following observation has been made as follows:

“ಈ ರಸ್ತೆಗೆ ಎರಡು ಬದಿಯಲ್ಲಿ ರಸ್ತೆಯ ಅಗಲೀಕರಣದ ಕೆಲಸವನ್ನು ಕೈಗೊಂಡಿದ್ದು, ಅಗಲ ಗೊಳಿಸಿದ ರಸ್ತೆ ಭಾಗದಲ್ಲಿ ಅಳವಡಿಸಿರುವ ಬಿಟುಮಿನ್ ಪದರು ಕಳಪೆ ಗುಣಮಟ್ಟದಿಂದ ಕೂಡಿದು, ಈಗಾಗಲೇ ರಸ್ತೆಯಲ್ಲಿ ಕೆಲವು ಕಡೆ ಗುಂಡಿಗಳು ಬಿದ್ದಿದೆ. ಹೀಗಾಗಿ ರಸ್ತೆ ಅಗಲೀಕರಣ ಕೆಲಸವು ಸಾರ್ವಜನಿಕ ಉಪಯೋಗಕ್ಕೆ ಬಾರದೆ ಬಹು ಪಾಲು ವ್ಯರ್ಥವಾಗಿರುತ್ತದೆ. ಕಾರಣ ಈ ಕೆಲಸವನ್ನು ಪೂರ್ತಿಯಾಗಿ ಉತ್ತಮ ಗುಣಮಟ್ಟಕ್ಕೆ ಪುನಃ ನಿರ್ಮಿಸಬೇಕಾಗಿರುತ್ತದೆ.”

As per the observation of the investigating officer, though the work has been executed, the same is of substandard quality and the bituminous layer laid to the entire stretch of the road is of substandard quality and because of this reason, the entire stretch of the road is found to have been damaged due to formation of pits, creating craters and the road is unfit for use by the public and it is his opinion that, the entire amount spent towards this work is a wasteful expenditure since, in order to make the said road fit for use, the entire stretch has to be relayed with fresh bituminous layer and metalling. PW2 in his evidence has stated that, since all the items of the work have been executed, no loss caused to the State Government, and stated that, the DGOs- 1,2 and 4 are responsible for execution of substandard work.

26) **Work No. 30: Work of improvements to Rangapura Cross to Munyal Road (5.00 KMs.)**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 25 lakhs and the work of execution was entrusted to Sri H.Y. Sannad, contractor on tender basis for a tender amount of Rs. 27,91,079/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ರಸ್ತೆಯ ಒಟ್ಟು ಉದ್ದ 5000 ಮೀಟರ್ ಇರುತ್ತದೆ. ಸದರೀ ರಸ್ತೆಯಲ್ಲಿ 4.00 ಕಿ.ಮೀ. ಉದ್ದಕ್ಕೆ ಜಂಗಲ್ ಕತ್ತರಿಸಿ, ಗಟಾರ ನಿರ್ಮಾಣ ಹಾಗೂ ಗಟಾರದಲ್ಲಿ ಬರುವ ಮಣ್ಣನ್ನು ತೆಗೆದುಕೊಂಡು ರಸ್ತೆಯ ಏರಿ ನಿರ್ಮಿಸಿ ವರ್ಗ-2 ಮತ್ತು 3 ಖಡೀಕರಣವನ್ನು 1.80 ಕಿ.ಮೀ. ಮತ್ತು 2.50 ಕಿ.ಮೀ. ಉದ್ದಕ್ಕೆ ಡಾಂಬರೀಕರಣದ ಕಾಮಗಾರಿಯನ್ನು ಕೈಗೆತ್ತಿಕೊಳ್ಳಲಾಗಿದೆ.”

Work order was issued on 22.11.2008 and as per the entry in the MB book, due date for completion is shown as 21.5.2009. According to PW2, during his inspection of the said work on visiting the work spot, he noticed that, only portion of the work have been executed. Grade-II and Grade-III metalling has been made to an extent of 1200 meters and 500 meters respectively but, amounts have been disbursed towards this work of grade-II and grade-III metalling by mentioning that, the metalling has been done to a length of 1800 meters. DGO-1 has approved/passed bills of the contractor amounting to Rs. 24,31,743/- and PW2 has concluded that, a sum of Rs. 17,66,378/- has been paid in excess to the contractor without executing work to that extent of the payments made to him. The DGOs in the annexure filed to their written statements have claimed that, this work has been completed to the extent of 80%.

In Annexure-6 submitted along with his report as per Ex-P46, the following observation has been made:

“ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿರುವ Gr-II ಮತ್ತು Gr-III ಉದ್ದ ಕ್ರಮವಾಗಿ 1200 ಮಿ. ಹಾಗೂ 500 ಮೀ. ಯಿದ್ದು, ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ 1800 ಮೀ. ಉದ್ದಕ್ಕೆ ಹಣ ಪಾವತಿಸಿರುತ್ತಾರೆ. ಡಾಂಬರೀಕರಣವನ್ನು ರಸ್ತೆಗೆ ಮಾಡಿರುವುದಿಲ್ಲ ಹ್ಯಾಮ್ ಪೈಪನ್ನು 7.50 ಮೀ. ಉದ್ದಕ್ಕೆ ಮಾತ್ರ ಅಳವಡಿಸಿರುತ್ತಾರೆ. ಗುತ್ತಿಗೆದಾರರಿಗೆ ರೂ. 24,31,743/-ರೂ.ಗಳನ್ನು ಪಾವತಿಸಿದ್ದು, ಕಾಮಗಾರಿ ನಿರ್ವಹಿಸದ ಐಟಂಗಳಿಗೆ ಹೆಚ್ಚುವರಿಯಾಗಿ ಒಟ್ಟಾರೆ ರೂ. 17,66,378/- ರೂ.ಗಳನ್ನು ಈ ಕಾಮಗಾರಿಯಲ್ಲಿ ದುರ್ಬಳಕೆ ಮಾಡಿಕೊಂಡಿರುತ್ತಾರೆ..”

Hence, by making false entries in the MB book, a sum of Rs. 24,31,749/- has been shown to have been disbursed to the contractor, thereby a sum of Rs. 17,66,378/- excluding the quantum of work executed, has been misappropriated and DGOs 1, 2 and 4 are responsible for making payment to the contractor by making false entry in the MB book, though work was not executed to the extent of payments shown to have made, to the contractor and indicted them holding them responsible for misappropriation of excess payment made to the contractor.

27) **Work No. 31: Improvements to Naganoor- Nipanal road (4.00Kms.) :**

Estimate was prepared and technical sanction was accorded for a total cost of Rs. 20 lakhs and the work of execution was entrusted to Sri P.L. Gudennanavar, contractor on tender basis for a tender amount of Rs. 19,37,958/- under the agreement dated 22.11.2008. The work was to be completed within 6 months including rainy season and the following provisions have been made with respect to this work:

“ ಈ ರಸ್ತೆಯ ಒಟ್ಟು ಉದ್ದ 4.00 ಕಿ.ಮೀ. ಇರುತ್ತದೆ. ಸದರೀ ರಸ್ತೆಗೆ 3.00 ಕಿಮೀ ಜಂಗಲ್ ಕತ್ತರಿಸಿ, 2.50 ಕಿ.ಮೀ. ಗಟಾರ ನಿರ್ಮಾಣ 1.50 ಕಿ.ಮೀ ಪಾರ್ಕಿಂಗ್, 4.00ಕಿ.ಮೀ. ವರ್ಗ-2 ಮತ್ತು 2.793 ಕಿಮೀ ವರ್ಗ 3 ಖಡೀಕರಣ ಮಾಡುವ ಐಟಂಗಳನ್ನು ಆಳವಡಿಸಿದೆ.”

The work order was issued on 22.11.2008 and as per the entry in the MB book, due date for completion is shown as 20.5.2009. According to PW2, during his inspection of the said work on visiting the work spot, he noticed that, the work was

not yet commenced, but a sum of Rs. 19,37,956/- has been paid to the contractor by making entries in the MB book. The DGOs in the annexure filed to their written statement have claimed that, this work has been completed to the extent of 80%.

In Annexure-6 submitted along with his report as per Ex-P47, the following observation has been made.

“ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲು ಮಾಡಿ ರೂ. 19,37,956/- ಗಳನ್ನು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪಾವತಿಸಲಾಗಿದ್ದು, ಕಾಮಗಾರಿಯೂ ಇದುವರೆಗೂ ಪ್ರಾರಂಭಗೊಂಡಿರುವುದಿಲ್ಲವೆಂದು ಪ್ರತಿವಾದಿಗಳು ತಿಳಿಸಿದರು. ಒಟ್ಟಾರೆಯಾಗಿ ಈ ಕೆಲಸದಲ್ಲಿ ರೂ. 19,37,956/-ಗಳು ದುರ್ಬಳಕೆಯಾಗಿರುವುದು ಕಂಡುಬಂದಿರುತ್ತದೆ. ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿ ದಾಖಲಿಸಿರುವ ಯಾವುದೇ ಕೆಲಸವನ್ನು ನಿರ್ವಹಿಸಿರುವುದಿಲ್ಲ.”

Hence, by making false entries in the MB book, a sum of Rs. 19,37,958/- has been shown to have been disbursed to the contractor, though no such work have been executed and work was not commenced even on the date of inspection by the investigating officer. Therefore, it is the opinion of PW2 that, even without executing the work, amounts are shown to have been disbursed to the contractor and hence the entire payment made to the contractor amounting to Rs. 19,37,958/- has been misappropriated and DGOs 1, 2 and 4 are responsible for making payment to the contractor by making false entry in the MB book, though no work was executed as the work was not even commenced as on the date of inspection by PW2.

31. **Work No. 23:** Improvements to road from Laxmeshwar to Bairanatti village,

Work No. 24: Improvements to Ningapur Cross to Ningapur Village

Work No. 25: Improvemets to Kalliguddi-Yadwad Road from Ch. 0.00 KM to 5.50 KM.

Work no. 27: Improvements to Kuligod-Hunshyal PY Village:

According to PW2, these four works have not been visited and inspected by him since DGO-1 has admitted that, these four works have not taken up for execution though amounts have been paid to the contractors with respect to these works. Accordingly, in the mahazar Ex-P15 it is mentioned as follows:

“ಮುಂದುವರೆದು, ಮೇಲೆ ತಿಳಿಸಿದ ಕಾಮಗಾರಿಗಳಲ್ಲದೇ, ಮೇಲೆ ತಿಳಿಸಿದ ಟೆಂಡರ್ ಪ್ರಕಟಣೆಯ ಅನುಸಾರ, ಕಾಮಗಾರಿ ನಿರ್ಮಾಣ ಮಾಡಿರುವುದಾಗಿ ತಿಳಿಸಿರುವ ಈ ಮುಂದೆ ತೋರಿಸಿರುವ ನಾಲ್ಕು ಕಾಮಗಾರಿಗಳನ್ನು ಸ್ಥಳ ತನಿಖಾ ಸಂದರ್ಭದಲ್ಲಿ, ಹಾಜರಿದ್ದ ಶ್ರೀ ಎಲ್.ಸಿ. ಗಾಣಿಗೇರ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ವಿಭಾಗ, ಚಿಕ್ಕೋಡಿ, ಇವರು, ಸದರಿ ಕಾಮಗಾರಿಗಳನ್ನು ಸ್ಥಳದಲ್ಲಿ ವಾಸ್ತವವಾಗಿ ಕಾಮಗಾರಿಯನ್ನು ಅನುಷ್ಠಾನಗೊಳಿಸದೇ/ಗಣನೀಯ ಪ್ರಗತಿ ಸಾಧಿಸದೇ ಗುತ್ತಿಗೆದಾರರಿಗೆ ಹಣವನ್ನು ವಿತರಿಸಲಾಗಿದೆ ಎಂದು ತಿಳಿಸಿದ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಈ ಮುಂದೆ ತೋರಿಸಿದ ಕಾಮಗಾರಿಯ ಸ್ಥಳ ಪರಿಶೀಲನೆಯನ್ನು ಕೈಗೊಂಡಿರುವುದಿಲ್ಲ. ಈ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಸದರಿ ಕಾಮಗಾರಿಗಳ ಮುಂದೆ ತೋರಿಸಲಾದ ಹಣವು ಕಾಮಗಾರಿಗಳನ್ನು ಅನುಷ್ಠಾನ ಮಾಡದೆಯೇ, ಗುತ್ತಿಗೆದಾರರಿಗೆ ವಿತರಿಸಲಾದ ಹಣವಾಗಿದ್ದು, ಕಾರಣ ಈ ಮೊತ್ತವು ನೇರವಾಗಿ ದುರುಪಯೋಗ ಮಾಡಿಕೊಂಡಿರುವ ಸಾರ್ವಜನಿಕರ ಹಣವಾಗಿರುತ್ತದೆ.”

ಕ್ರ. ಸಂ.	ಕಾಮಗಾರಿ ವಿವರ	ಅಂದಾಜು ಮೊತ್ತ (ರೂ. ಲಕ್ಷಗಳಲ್ಲಿ)	ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪಾವತಿಸಿದ ಒಟ್ಟು ಮೊತ್ತ (ರೂ. ಲಕ್ಷಗಳಲ್ಲಿ)	ಕಾಮಗಾರಿಯನ್ನು ಅನುಷ್ಠಾನಗೊಳಿಸದೆಯೇ ಗುತ್ತಿಗೆದಾರರಿಗೆ ವಿತರಿಸಿದ ಮೊತ್ತ (ರೂ. ಲಕ್ಷಗಳಲ್ಲಿ)
1	ಲಕ್ಷ್ಮೇಶ್ವರ-ಬೈರನಟ್ಟಿ ಗ್ರಾಮದವರೆಗೆ ರಸ್ತೆ ಸುಧಾರಣೆ ಮಾಡುವುದು. 2.00 ಕಿಮೀ	10.00	9.615	9,61,507/-
2	ನಿಂಗಾಪೂರ ಗ್ರಾಮದಿಂದ ನಿಂಗಾಪೂರ ಕ್ರಾಸವರೆಗೆ ರಸ್ತೆ ಸುಧಾರಣೆ ಮಾಡುವುದು. 1.50 ಕಿಮೀ	10.00	7.492	7,49,179/-
3	ಕುಲಗೋಡ ಹುಣಶ್ಯಾಳ ಪಿ ವಾಯ್ ರಸ್ತೆ ಸುಧಾರಣೆ ಮಾಡುವುದು. 1.00 ಕಿಮೀ	6.00	5.814	5,81,429/-
4	ಕಳ್ಳಿಗುದ್ದಿ-ಯಾದವಾಡ ರಸ್ತೆ ದುರಸ್ತಿ ಮಾಡುವುದು. 11.00 ಕಿ.ಮೀ	10.00	9.739	9.739

32. PW2 has stated in his evidence that, though the above 4 works have not taken up for execution and no progress in the above 4 works have been shown by the contractors, but, by making false entries in the measurement books, these works are shown to have been taken up and executed and payments have been made to the contractors. Even in the annexure filed by the DGOs to their written statement filed by them showing progress of work done/payment released, they have claimed that, work no. 23,24 & 27 (85%) and work no. 25 (80%) have been completed and proportionately payments have been made to the contractor to the extent of the work executed by them. But, in the mahazar, Ex-P15 there is a clear mention that, the above four works have not been taken up for execution, but payments have been made by making false entries in the measurement book. PW2 in the statement of calculation in tabular column prepared by him as per Ex-P39 to P41 with respect to work no. 23 to 25 and as per Ex-P43 with respect to work no. 27, has clearly stated that, these works have not been executed since not commenced and taken up for execution, but payments have been made by making entries in the measurement book. The relevant entries in the extract of measurement book with respect to above four works have been cross checked which are produced through PW2 in this enquiry and the following entries are found to have been made in the measurement book.

Work No.	Date of Agreement and Contractor Name	Total amount of the bills passed	Amount paid to the contractor after deducting statutory deductions	DGOs responsible for making payment without execution of the work
23	4.1.2009 S.R. Momin	9,61,507	8,14,301	DGOs 1,2,3

24	6.1.2009 M.Y. Murugajjagol	7,49,178	6,26,725	DGOs 1,2,3
25	16.1.2009 R.V. Kadakol	9,73,904	6,82,736	DGOs 1,2,6
27	22.10.2008 M.Y. Murugajjagol	5,81,429	4,82,255	DGOs 1,2,3

33. According to PW2 all the DGOs 1 to 6 were present during the spot inspection and they have signed the conclusion remarks he has made in the respective statements he has prepared with reference to each work and they have signed even to such statement prepared by him/PW2 with reference to above 4 works as per Ex-P39 to P41 and P43. Even to the spot mahazar Ex-P15 prepared, all the DGOs 1 to 6 have signed without disputing or denying the correctness of the details mentioned in the mahazar and without making any decenting note while putting their signatures on Ex-P15. It is clearly mentioned in Ex-P15 that, it was DGO-I himself who told him/PW2 that, the above four works have not been taken up for execution and those works are not yet commenced as on the date of inspection by the investigating officer but, payments have already been made to the contractors showing that, these works have been commenced and executed to the extent they have claimed in the statement produced by them as annexure to their written statement. Even there are entries in the relevant extract of measurement book regarding passing of the bill, amount of the bill and amount disbursed to each of the contractors after deducting statutory deductions. But, it is the contention of PW2 that, as per the say of DGO-1, these works are not taken up for execution though payments are shown to have been made to the contractors.
34. The evidence given by PW2 has been challenged on behalf of DGOs and even the correctness of the report submitted by PW2 as per

Ex-P16, has been disputed by taking up various grounds urged while cross examining PW2. The grounds on which the evidence of PW2 and report Ex-P16 have been challenged are,

- a) PW2 has inspected the work on two days i.e., on 26.8.2009 and 27.8.2009. The relevant documents were inspected in the Sub-Division office on 28.8.2009. It is the contention of the DGOs that, 31 Road works cannot be inspected within a span of two days;
- b) It is also contended on behalf of the DGOs that, the report of PW2 cannot be accepted since no technical tests have been carried out and no assistance of any technical experts have been obtained during inspection and no random digging of the material used and sampal collection, was made for testing;
- c) All the works entrusted to the contractors have not been completed in full as such, full payments are not released to the contractors. The quantum of payments released are less than the amount of work executed by each of the contractors;
- d) Many Road works during their progress were affected by heavy monsoon rains of 2009 which has left its impression over the subject matter of works and hence the works while in progress have been tampered with by the heavy rains lashed during 2008-09 and also due to the fact that, the road works executed are left without further maintenance by the department;
- e) Further contention was taken on behalf of the DGOs that, payments have been made in honouring running bills considering the progress shown in each of the 31 road works and a statement of progress of works done and payments released proportionate to the progress shown in the work, has been annexured to the written statement as Annuexure-R1 and as per the said statements, payments have been made proportionate to the percentage of the progress of each work;
- f) The change of season has led to delay in the completion of the works and its progress and the action against the contractors for the delay

in execution of the work is still to be taken up against erring contractors;

- g) The report of PW2 as per Ex-P16 cannot be relied upon as there are discrepancies in the bill amount and the cheque amount, which fact has been admitted by PW2 during his cross examination;
 - h) It is the specific defence contention of the DGOs that, no payments in excess of the work done are made to the contractors as in fact the amount of payment released is less than the amount of work done by each of the contractors in respect of the road works entrusted to them.
35. In order to appreciate the above defence contentions taken on behalf of DGOs it is necessary to consider the cross examination portion of PW2 and various contentions they have taken during such cross examination of PW2.
36. **Ground-(a):-** It is the contention of PW2 that, out of 31 road works, he has inspected 27 road works and on the first day of his inspection on 26.8.2009 he has inspected 12 works and on the second day of his inspection on 27.8.2009 the remaining 15 road works have been inspected. This contention of PW2 has been seriously disputed on behalf of the DGOs and the learned counsel for DGOs cross examined PW2 at length and paras no. 46 to 60 of cross examination of PW2, deals with this defence contention of DGOs.
37. PW2 in his evidence has stated that, Chief Engineer, TAC had also accompanied him on all the 3 days of his inspection and he/PW2 has taken the assistance of, Assistant Executive Engineer-Nanjappa while inspecting all the road works. It is not in dispute that, DGOs 1 to 5 were physically present and accompanied PW2

during his inspection and they are also signatories to the comparative statements prepared in tabular forms prepared by PW2 as per Ex-P17 to P47 and also the mahazar Ex-P15. The learned counsel for DGOs vehemently argued that, it is humanly impossible to inspect all the road works within a span of two days and PW2 has given a false report owing to the political pressure of the complainant.

38. On considering this contention urged on behalf of the DGOs, admittedly 4 works were not inspected since according to PW2, DGOs themselves have stated before him that, 4 road works at slnos. 23 to 25 & 27 were not taken up for execution and no progress in those 4 works have been shown by the contractors. This fact has also been mentioned at page no. 7 of the mahazar Ex-P15 for which all the DGOs are signatories to the said mahazar. Therefore, excluding those 4 works which were not taken up for execution as on the date of inspection, all the remaining works have been inspected as per the say of PW2. The learned counsel for DGOs cross examined PW2 regarding the minute details of the timings and the time consumed for inspection of each road work while eliciting the details of the inspection conducted by PW2. Though there are certain discrepancies in the evidence of PW2 in so far as time consumed for inspection of each road work and the nature of inspection conducted, measurements taken and observation made regarding the progress of each road work, but, PW2 stuck to his stand that, during inspection he noticed that, even though no substantial progress have been shown in execution of the road work, bills have been honoured and payments have been made to the contractors by making false entries in the MB book regarding progress of each road work. On the other hand, it is the contention of the DGOs that, the payments have been made in

proportionate to the progress of the work done and in the statement of progress of work annexed to their written statement, they have claimed that, as per the progress of each work, payments have been made. While submitting the arguments, the learned counsel for DGO has specifically contended that, the amount of payment released is less than the amount of work done by each of the contractor in the respective road works.

39. Having regard to the nature of road works and the progress shown in each of such works during inspection by PW2, PW2 in his evidence has stated the details of the work physically executed and the details of the work not executed as per the sanctioned estimate. He gave details of the works not executed as per the sanctioned estimate, but payments have been made by showing progress of the work, in the MB book.
40. So far as work no.1 is concerned PW2 has stated that, so far as improvement of Patagundi cross to Kamaladinne road, asphaltting work was not done and metalling of grade-2 and 3 metal was not done. In order to notice this deficiency, no much time is required. Similarly in the case of work no.2, though it is shown in the measurement book that, asphaltting and metalling to a length of 5700 meters have been shown to have been executed, during inspection PW2 has noticed that, asphaltting and metalling to a length of 2200 meters with Grade-2 metalling was only done which was quantified by PW2 at Rs. 4,98,408/- but, payment to an extent of 24,12,227/- has been made. Therefore, no need for PW2 to spend more time to notice this deficiency. Similarly, considering the nature of deficiencies in the execution/progress of the work of work no. 3 to 22, 24, 28 to 31 as noticed by PW2 during his inspection, since according to him, Road works at sl.no. 18, 19, 31

were not yet commenced and no time was spent to inspect these 3 Road works. Hence, according to him, he conducted detailed inspection of remaining 24 roads and he completed this task in two days. There is nothing to disbelieve the contention of PW2 who has claimed that, inspection was carried out of all the 27 roads within two days. Some minor discrepancies are there in the evidence of PW2 regarding the time of visit, time taken to inspect each road and other details of inspection, as stated by PW2. But, I am of the considered opinion that, these minor discrepancies cannot be considered to be grave discrepancies to render the evidence of PW2 unbelievable. Hence, the defence contention of DGO-2 are fit to be rejected as no inference can be drawn that, it is impossible to conduct inspection of 27 roads in a span of two days. Hence, I am of the opinion that, the evidence of PW2 can be believed in so far as this contention that, he has inspected all the 27 roads within a span of two days during his inspection on 26th and 27th August 2009.

41. **Ground (b):-** It is the objection of the DGOs that, no technical person has accompanied PW2 and no tests have been conducted no random digging of materials used was made and no sample collection was made for testing, during inspection. A suggestion was put to PW2 during his cross examination that, in order to find out whether any particular layer of work was dug or not, a sample piece of a circular core or a rectangular shape has to be taken from the road and to be sent to quality control laboratory for testing. PW2 has admitted that, he has not taken the core sample in respect of the 31 road works.
42. Core testing is required when the road work executed was of substandard quality by using substandard materials. In so far as

the work of improvement of roads are concerned, except road work no. 29 (improvement of widening of road from Mudalagi cross to Mudalagi measuring 4.05 kms) which according to PW2 is of substandard quality, the other roads he has inspected, are pertaining to the deficiency in the progress in the work since, it is the allegations that, though no progress has been shown to the extent of payments made to the contractors, by making false entry in the MB book, payments have been made far in excess of the progress shown by the contractors. PW2 in fact gave the details of the deficiency in progress of each such road works pointing out the amounts paid in excess to the contractors. Except Road work no. 29, no other road work have been alleged for substandard quality, and hence question of collecting samples and adopting core testing methodology, does not arise, in respect of 26 other road works.

43. PW2 is a qualified Executive Engineer working in TAC during the relevant period. He was ably assisted by the Chief Engineer of TAC wing and also one Nanjappa, Assistant Executive Engineer of TAC wing who carried the inspection jointly. Hence, question of taking any experts with them was uncalled for since, they have got expertise in doing investigation and to make out the deficiency in the progress of execution of each work. Therefore, the defence contention of the DGO that, the evidence of PW2 cannot be relied upon for the reason that, he has not conducted any technical tests during his inspection, is not fit to be appreciated and that contention is rejected.
44. **Ground (c):-** It is the defence contention taken by the DGOs that, the bills passed in respect of all the 31 road works were running bills and the works are not completed in its entirety and the payments have been made proportionate to the progress of work

shown by each contractor. While filing their written statement, the DGO have produced annexure-A which is a chart showing progress of work done and payments released. They have claimed that, the road works to the extent of percentage of work shown to have been completed and the percentage of the amount paid to the contractor, have been shown in the tabular column. It is their contention that, work no. 1, 3 to 5, 11 to 13, 17, 29 have been shown to have been completed to the extent of 100% whereas, payments have been made less than the percentage of work shown to have been completed by them. Similarly, the other works have been shown to have been completed to the extent of 75 to 90% and payments made are far less than the work completed. But, DGOs have not adduced any evidence to substantiate their contention regarding the extent of work they have claimed to have been completed and no efforts have been made by them to establish their contention that, the amounts released to the contractors are far less than the percentage of progress of work shown by the contractors. Absolutely, there is no evidence to substantiate their stand and to prove their contention taken as per annexure-A filed to their written statement. Though they have examined 3 witnesses in support of their defence, none of the DGOs have chosen to enter into the witness box and to state on oath, the defence contention they have taken to substantiate their stand. I will discuss the evidence of DWs 1 to 3 and the nature of evidence given by them, during the appropriate stage of this report. Having regard to the fact that, DGOs have not adduced any defence evidence, I am of the opinion that, they have failed to substantiate their stand and no evidence are available on record to believe the statement of progress of work done and payment released as claimed by them in the annexure-A, filed along with their written statement.

45. **Ground (d):-** The DGOs have taken this contention to substantiate their stand that, the road works to the extent of payments made have been executed by the contractors, but due to heavy rains lashed Belgaum district during 2009, damage have been caused to the road works executed. They have taken up a specific stand that, during the progress of road work, heavy monsoon rains lashed during 2009 left its impression over the road works carried out and hence the progress of the works have been tampered with, by the natural calamities of 2008-09. It is also their stand that, before completion of the road works, the roads were left for the use of public and this is also another factor which has contributed to the normal wear and tear of the said roads. While cross examining PW1 and PW2, such a suggestion was put to them and PW1 in his cross examination has claimed that, though there was heavy rains during 2009, there was no erosion of any road in Arabhavi constituency on account of such rains. Even PW2 in his cross examination has been suggested that, from the date of tender notification till the date of inspection by him possibility of damage caused to the road works done because of rains, has been denied by him claiming that, because of heavy rains, no intense damage to the roads and culverts would be caused.
46. Except producing the rain statistics of Belgaum District during 2009, no evidence has been produced on behalf of DGOs to substantiate their contention that, heavy rains caused damage to the road works executed with reference to 31 road works which are the subject matter of this enquiry. Except putting suggestions to PW1 and PW2 and reiterating such contention through DW-1 and DW-2, no evidence has been produced to come to a conclusion that, the heavy rains was the reason for causing damage to the road works executed. Moreover, it is not the case of the

disciplinary authority that, the works executed are of substandard quality (except Road work no. 29) but the allegation against the DGOs are that, works are not executed to the extent of payments made and by making false entry in the MB book regarding progress in the work, payments have been made in excess of actual progress of the work. Therefore, this defence contention that, heavy rains lashed during 2009 in Belgaum District was the reason for the damages caused to the road cannot be believed. Moreover, no rain figures have been furnished in respect of the rains at Yamakanamaradi and Arabhavi constituency and there is no evidence to support the contention of the DGO that, heavy rains was the reason for showing progress in the execution of the work and damage caused to such roads. Moreover, as per the terms of the agreement, the work entrusted was to be completed within 6 months from the date of issue of work order including the rainy season. Therefore, it is for the DGOs to see that, the contractors have stick to their time schedule in finishing the work within the time stipulated in the contract agreement. There are no documents regarding any of the contractors seeking extension of time to complete the work due to intervention of rainy season. In the absence of any such documentary evidence, it is hard to believe that, heavy rains in the year 2009 was the reason for the contractors, in not completing the work within the stipulated period and hence this contention of the DGO also fit to be rejected.

47. **Ground (e):-** DGOs have produced Annexure-A to their written statement showing progress of work done and payments released to the respective contractors. But none of the DGOs have entered into the witness box to prove annexure-R1 and to substantiate their contention that, payments have been made in proportion to the progress of work. In their written arguments, DGOs 1 to 6 have

claimed that, they were incharge of releasing the payments in respect of the running bills and they further claimed that, they have inspected the work and released the payment, proportionate to the work carried out and executed. It is their further claim in their written arguments that, the amount of payment released is less than the amount of work done by each of the contractors in the respective works. Though they claimed that, before releasing the amount to the contractors, inspections have been made and they are satisfied with the progress of each work and payments have been released in proportion to the progress shown by each contractor, they never bothered to enter into the witness box to state on oath about this contention and to substantiate their stand. It appears DGOs have hesitant to give their defence evidence by examining themselves probably, in order to avoid answering questions that may be put to them during their cross examination. Hence, I am of the considered opinion that, the DGOs have never bothered to adduce any evidence in support of this contention and absolutely there are no materials to come to the conclusion that, the amounts have been released by making payments to the contractors, in proportion to the progress of work shown by them. Hence, this contention of the DGOs are also not established.

48. **Ground (f):-** The DGOs have taken up a specific contention that, due to onset of monsoon and due to change of season there was delay in the progress of the works. On perusing the terms of the contract agreement, a specific time limit has been prescribed imposing condition on the contractors that the work should be completed within 6 months from the date of issue of work order and this 6 months period includes the rainy season. Admittedly, major number of work order to all these works of improvement of

roads were issued in the month of November 2008 (in one or two cases in the month of January 2009) and since the monsoon will start in the month of June, there was no impediment for the contractors to complete the work within the stipulated period of 6 months. As I have already discussed, none of the contractors have filed any application seeking for extension of time to complete the work due to onset of monsoon and no such prayer was considered by the DGOs. Therefore, the ground urged regarding delay in execution of the work, on behalf of the DGOs cannot be believed as the said ground has not been substantiated by the DGOs by adducing cogent evidence. Therefore, I decline to accept this contention of the DGOs as there are no materials to believe such a contention urged on behalf of the DGOs.

49. **Ground (g):-** During the cross examination of PW2, he was questioned by the learned counsel for DGO pointing out certain discrepancies in the payments made to the contractors and actual amount of the bill passed by the DGOs and on the basis of certain admissions given by PW2 in his cross examination, it is being argued that, the entire report submitted by PW2 has to be rejected since it does not contain the true state of affairs, regarding the payments made to the contractors as per the entries in the MB book. Even the learned counsel for DGOs in his written arguments has pointed out those discrepancies and vehemently argued that, the report submitted by PW2 cannot be relied upon as it contains many false entries and discrepancies in the quantum of amount actually paid to the contractors.
50. I have considered this contention urged by the learned counsel for DGOs with reference to evidence of PW2 and the report Ex-P16. On perusing the extract of the MB books produced, the details of the

bills passed with reference to each work and the amounts paid to the contractor are available in it. No doubt on passing bill for certain amount in each case, cheques have been issued to the contractors for the lesser amount. It has been clarified during arguments that, after passing the bill for certain amount, statutory deductions such as income tax, Royalty, sales tax have been deducted from the amount of the bill and net amount has been paid to the contractors. Therefore, there is discrepancy in the amount mentioned in the bills and amounts actually paid to the contractor through cheques.

51. A statement has been got marked as per Ex-D9 during the evidence of DW-2 who furnished the details of 31 works and also the names of the contractors to whom those works were entrusted, the gross amount sanctioned by passing bills with reference to each work and the details of the amounts disbursed to the contractors after deducting statutory deductions. Since Ex-D9 has been produced on behalf of DGOs through their witness DW-2, this document can be relied upon wherein with respect of 31 road works in question, the gross amount of Rs. 5,63,74,182/- has been paid to the contractors by passing the bills in their favour, and a sum of Rs. 4,51,59,145/- has been paid to the contractors through cheques after deducting the statutory deductions. I have verified Ex-D9 with reference to the entries in the MB book and gross amounts shown by passing bills and amounts paid through cheques to the respective contractors have been correctly mentioned in this statement and this can be relied upon.
52. While cross examining PW2, the learned counsel for DGO confronted the extract of MB book as per Ex-D3 wherein, originally it was written that bill for Rs. 12,30,023/- has been passed and

cheque has been issued for Rs. 10,03,686/- and even in the letters this amount has been mentioned. But the amounts in figures have been corrected by inserting Rs. 11,18,162/- instead of Rs. 12,30,023/- and Rs. 8,91,157/- has been inserted in the place of Rs. 10,03,686/-. There is a clear mention that, Rs. 2,27,005/- is shown to have been deducted towards statutory deductions. It is argued on behalf of the DGO that, these discrepancies in the amount mentioned in the figures and words are not explained properly by PW2 and hence the entire report of PW2 has to be discarded.

53. It is further argued by making a reference to Ex-D4 which has been produced by confronting it to PW2 wherein, it is mentioned therein that, a bill for Rs. 30,85,527/- has been passed and cheque for Rs. 26,00,040/- has been paid to the contractor by deducting Rs. 4,85,487/- towards statutory deductions. But while mentioning in words, instead of 'Twenty Six Lakhs Forty', it has been mentioned as 'Twenty Six thousand Forty'. Pointing out this discrepancy it is argued that, only twenty six thousand forty has been paid to the contractor through cheque and it has been wrongly mentioned by PW2 that, a sum of Rs. 26,00,040/- has been paid to the contractor. But on perusing the entry and also the statutory deductions deducted from the gross amount, the amount paid to the contractor as per entry in Ex-D4 was Rs. 26,00,040/- and hence the arguments advanced in this regard cannot be accepted. Moreover, DGOs are the authors of these entries in the MB book and they have to explain the discrepancies in the entries made in the MB book. But, they have deliberately avoided to enter into the witness box to give their defence evidence. The omission on the part of the DGOs in explaining these discrepancies in the

entries in the MB book, is also another factor which persuaded me to reject this contention urged on behalf of the DGOs.

54. **Ground (h):-** Though DGOs have taken up such a contention claiming that, payments have been made proportionately to the progress of work shown by the contractors and it is their further contention that, payments made are less than the progress of work shown by them, this contention has not been substantiated by the DGOs since they never bothered to adduce any defence evidence by examining themselves to substantiate this contention. In fact while filing their written statement, they have produced an annexure to their written statement showing the progress of the work done and payments released with reference to each work. But they have not adduced any evidence or produced any documents to establish that, the percentage of work executed by the contractors with reference to each work shown in the said annexure have been physically executed and payments have been given to the contractors proportionate to the work executed by them. Though they examined DW-1 to DW-3 in support of their defence, their evidence is not ⁱⁿ any way helpful to believe this defence contention of the DGOs. Considering the payments made to the contractor as per the statement Ex-D9 and also the entries made in the MB book pertaining to each work, though there are entries in the MB book showing the progress of the work shown by the contractors and amounts paid to them, it is a specific allegation of PW2 that, work to the extent of payments made were not physically executed as on the date of his inspection. In his evidence he has categorically stated the details of the works found to have been executed at the spot during his inspection and quantum of work in terms of money and details of the works, to be executed as per the provision in the estimate have been clearly deposed by him. This

portion of the evidence of PW2 has not been challenged seriously and no specific suggestions have been put to PW2 denying this portion of the evidence.

55. The allegations against the DGOs in the AOC are, out of 31 road works, certain works were not commenced as on the date of inspection and certain works commenced have not been completed and by making false entries in the MB book, bills have been passed and amounts have been disbursed to the contractors colluding with them, though there was no progress in the works as shown in the MB book and thereby DGOs are responsible for dereliction of duty and misappropriation of funds since, they are responsible for making false entry in the MB book and drawing excess amount without execution of works to the extent of the bill amount and hence they are responsible in paying excess amount to the contractors though work to that extent have not been executed. The DGOs in their written statement have categorically denied this allegation and it is their contention that, substantial portion of the works have been executed by the contractors and payments have been made to them proportionate to the works they have executed and it is their contention that, in fact payments paid to the contractors are less than the work they have executed. They have also produced a statement showing progress of work done and payments released, by way of annexure to their written statement. But the evidence of PW2 and the report submitted by him shows that, payments have been made to the contractors though there was no substantial progress in the execution of road works. Therefore, it is for the DGOs to establish this contention by adducing cogent evidence, to substantiate their defence contention. But the DGOs have deliberately avoided to examine themselves thus failed to substantiate their defence contention.

56. The learned counsel for DGOs vehemently argued that, when the specific allegations have been made against the DGOs, it is for the disciplinary authority to establish those allegations and when the evidence of the disciplinary authority is not cogent and if it is doubtful, such an evidence of the disciplinary authority cannot be relied upon and benefit arising out of such doubtful evidence of the disciplinary authority, should be given to the DGOs. But this arguments advanced by the learned counsel for DGOs cannot be accepted for the reason that, in a disciplinary enquiry, the question of burden of proof depends upon the nature of the charges and the nature of explanation given by delinquent official. There is no such thing as an absolute burden of proof always lying upon the disciplinary authority. In a given case, the burden may be shifted to the delinquent official depending upon his explanation and defence he has taken, in the enquiry proceedings. It is now well settled that, in disciplinary proceedings the technicalities of criminal law cannot be invoked and the strict mode of proof prescribed by the evidence act may not be applied with equal vigor in the disciplinary proceedings. The approach and objectives in the criminal proceedings and in the departmental proceedings are altogether distinct and different. The standard of proof, mode of enquiry and the rules governing the enquiry and trial, in both the cases are entirely different. The standard of proof that is required in a departmental enquiry is preponderance of probability unlike in criminal cases where, the standard of proof is beyond reasonable doubt. Therefore, what this authority has to consider in this enquiry is whether, the case put forward by the disciplinary authority is probable or not. In case, if the delinquent official takes any specific stand or defence while denying the charges made against him, it is for him to establish the specific stand taken and

defence contention he has urged, in the enquiry. In the absence of any such explanation offered by the DGO by adducing evidence in support of his defence, if from the evidence and material on record, the case put forth on behalf of the disciplinary authority appears to be more probable, then it will have to be held that, the charge against the DGO is proved.

57. Considering the arguments advanced on behalf of the DGO in the light of the above legal position, it is the specific contention of the DGOs that, amounts paid to the contractors are proportionate/less than the work executed by each contractor and it is their specific stand that, no excess amount have been paid to the contractors. Entries in the MB book shows the progress achieved in each work and payments made with reference to each work and it is for the DGOs to establish that, as on the date of the entries made in the MB book, the works have been executed to the extent of the work shown to have been executed in the MB book. But DGOs have not produced any documents or adduced any evidence to discharge this burden. Therefore, I am of the considered view that, the DGOs though taken such a defence contention claiming that, payments have been made proportionate to the works executed by the contractors, in the absence of any cogent and reliable evidence, such a contention taken by them cannot be believed.
58. DGOs have examined 3 witnesses in support of their defence and DW-2 is the Executive Engineer working in PRE Division, Chikkodi subsequent to October 2013. He gave evidence claiming that, Sri Gururaj Joshi Advocate filed an application under RTI Act on 26.9.2015 seeking certain information in respect of execution of 31 road works undertaken within Chikkodi Division. It is his contention that, in order to furnish the said information sought for

in the RTI application, he visited the spot and inspected all the 31 road works from 28.9.2015 to 6.10.2015 and verified the conditions of the roads. It is his contention that, he has also secured the relevant records pertaining to the bills sanctioned with respect of those 31 works and according to him, he was satisfied with the execution of all the 31 works as per the sanctioned estimate and accordingly, he furnished information to the RTI applicant, giving detailed answer to the questions posed to him in form no.A as per Ex-D11. It is argued on behalf of the DGOs that, since DW-2 gave information that, the works of the improvement of all the 31 roads have been executed properly as per the sanctioned estimate and payments have been made proportionately to the works executed and since he gave opinion that, all the 31 roads are in motorable good condition, that evidence given by DW-2 should be relied upon and in the light of the evidence of DW-2, the evidence of PW2 has to be discarded.

59. It is to be noted that, after completion of cross examination of PW2 on 19.9.2015, Sri Gururaj Joshi the learned counsel defending the DGOs, filed an application to the Executive Engineer, Pre-Division Chikkodi on 26.9.2015 posing certain questions requesting him to furnish information by answering those questions. DW-2 being the Executive Engineer working during the relevant period in order to furnish the information as sought for by the applicant/counsel for DGOs, claimed that he has visited the spots and inspected the roads for about 10 days and thereafter, furnished information to the applicant by answering the questions posed to him in the RTI application. The details of the questions posed by RTI applicant and answers given by DW-2 reads as follows:

a)	Whether the below mentioned works were carried out by the contractors?	Yes
b)	Whether final bills have been paid the contractors for the below mentioned works?	No
c)	Please provide the actual payment details made by the department to the contractors for the below mentioned works	Separate statement enclosed
d)	Whether any improvements have been made to the below mentioned works after 2009-10? If yes, when they were taken up and what is the progress?	Yes (separate sheet enclosed)
e)	What is the present status of the below mentioned works?	Motorable condition (Roads are in good condition)
f)	Whether the third party inspection was carried to the below said works? If yes, please provide the copy of the third party inspection report with photographs if available	No (Third party report will be obtained only during the time of final bill)

60. Under the RTI Act, an information officer is expected to furnish information to the applicant, on the basis of the information available in the office. He is not expected to collect information which are not available in the office. The term 'information' has been defined in Section 2(f) of Right to Information Act, 2005 which means any material in any form including records, documents etc., available in the office and any data material held in any electronic form maintained in the office, are the information available in the office and such information are to be furnished to an RTI applicant. Section 4 of the Act provides obligations of public authorities and Section 7 provides the manner in which a request for obtaining information shall be disposed of. Nowhere it is provided that, information officer has to collect information if it is not available in the office and is under the obligation to furnish such information collected. The mere fact that, the information regarding the condition of the road were not available in the office,

he having chosen to inspect those roads, claimed to have made spot inspections and furnished the said information to the applicant.

61. Further, it is to be noticed that, he has inspected the roads in question in the month of September/October 2015 whereas, the allegation against the DGOs are that, as on the date of inspection by the investigating officer in the month of August 2008, certain works were not at all taken up for execution and in certain cases though works have been taken up but not progressed to the extent of the amounts paid to the contractor. But DW-2 cannot give any opinion regarding this allegation made against the DGOs. Moreover, DW-2 has not produced any documents or materials to show that, he has inspected all the 31 roads. The condition of roads as on September-October 2015 is not relevant for the purpose of believing the defence contention of the DGOs. According to his own admission and documents produced by him as per Ex-D10, improvement of roads have been taken up by various other agencies subsequent to 2009-2010. According to Ex-D10, out of 31 roads in question, roads at sl.no. 3,4,18,22,25,26,30,31 have been taken up for improvement by other agencies such as "Pradhanamantri Grama Sadak Yojana" (PMGSY), NABARD and certain works have been taken up even by Karnataka Neeravari Nigama Limited, subsequent to 2009-2010. Therefore, certain roads in question since improved/developed subsequently under various other schemes, the condition of the roads as on September-October 2015 is of no consequence, in order to appreciate the defence contention of the DGOs. Moreover, the possibility of DW2 supporting the defence of the DGOs to save them from the consequences of this enquiry, cannot be ruled out for the simple reason that, the Advocate defending the DGOs after

completion of cross examination of PW2, himself filed an application as an RTI applicant and on the basis of that application, DW2 proceeded to give reply on inspecting the roads in person. He gave evidence regarding present conditions of certain roads, without mentioning the details of the roads he claimed to have inspected. He has not prepared any notes during his alleged inspection and he has not produced any report prepared by him regarding the various aspects of observations he has made during such inspection. He has not made any reference to the contract agreement with the contractors to whom the road works are entrusted during 2008 and the provisions made in the approved estimate for improvement of those roads. It was not possible for him to assess during his inspection as to the quantum of work executed by each of the contractors as on August 2009 and whether such works executed were proportionate to the payments made to them. Though he gave the details of the payments made to the contractors, his evidence is not in any way helpful to the DGOs to rescue them from the allegations made against them since, on the basis of his certificate of opinion that, all the roads are in motorable condition, the said opinion is not in any way helpful to disbelieve the evidence of PW2. Every road is a motorable road irrespective of its condition. But the question is whether, the improvements of the roads taken up during 2009 have been carried out as per the sanctioned estimate and whether all the provisions made in the estimate, have been carried out by executing all the works and whether as on the date of passing of the bills, the works to the extent mentioned in the MB book have been executed by the contractors. But absolutely no materials are furnished by DW2 with regard to these aspects. Hence I am of the considered opinion that, evidence of DW2 cannot be believed since it can be concluded that, DGOs have managed with DW-2 to obtain

such a reply on taking the benefit of provisions of RTI Act as DW-2 was made to give such a report. Hence, I am of the opinion that, DW-2, ^{it appears,} has given such an information at the instance of DGOs and his Advocate, just to save the DGOs from the consequences of this enquiry and hence, no reliance can be placed on the evidence of DW-2 and the information furnished by him as per Ex-D11.

62. Another witness examined in support of the defence of the DGOs is DW3, who was working as Deputy Conservator of Forest, Social Forestry Division, Zilla Panchayath, Belgaum during 2009-2014. He was also a Nodel officer for Gokak Taluk under MGNREGA scheme. The Chief Executive Officer, Zilla Panchayath in his letter dated 1.3.2012 asked the Nodel officer to inspect the works undertaken at Arabhavi constituency under Natural Calamity head and to submit a report in that regard. DW-3 claimed that he visited Arabhavi Constituency on 16th and 17th April 2012 and inspected various works undertaken under the said scheme and furnished a report to Chief Executive Officer, Zilla Panchayath, as per Ex-P8(a). The various photographs taken during his inspection are also furnished as annexures to the said report.
63. DW3 gave evidence stating that, he has personally inspected 19 roads executed under the said scheme and according to him though improvement of 31 roads were got done under natural calamity scheme, since he was asked to make random inspection, he randomly inspected 19 road works in order to verify the condition of those roads and also the nature of the works undertaken and according to him, in his report he has mentioned the conditions of each road he has inspected claiming that, all the road works have been completed as per the estimate and the execution of road work was satisfactory.

64. The learned Presenting Officer cross examined this witness and during his cross examination he has produced the copy of the letter received from Chief Executive Officer, Zilla Panchayath, wherein he was asked to give his report on inspecting the various works undertaken under MGNREGA scheme. The relevant portion of the said letter reads as follows:

“ಸನ್ 2009-10ನೇ ಸಾಲಿನ ಮಹಾತ್ಮಾ ಗಾಂಧಿ ರಾಷ್ಟ್ರೀಯ ಗ್ರಾಮೀಣ ಉದ್ಯೋಗ ಖಾತರಿ ಯೋಜನೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಅರಬಾಂವಿ ಮತಕ್ಷೇತ್ರದಲ್ಲಿ ಸುಮಾರು 7 ಕೋಟಿಗೂ ಹೆಚ್ಚು ಹಣ ದುರ್ಬಳಕೆ ಕುರಿತಂತೆ ಲೆಕ್ಕ ಶಿಷ್ಟಿಕೆ-3054, 5054, ಪ್ರಕೃತಿ ವಿಕೋಪದಡಿ ಕೈಗೊಂಡ ಕಾಮಗಾರಿಗಳ ಪರಿವೀಕ್ಷಣೆ ಮಾಡಿ ನಿಯಮಾನುಸಾರ ಯೋಜನೆಯ ಮಾರ್ಗಸೂಚಿಯನ್ವಯ ವಿಚಾರಣಾ ವರದಿಯನ್ನು ಈ ಕಾರ್ಯಾಲಯಕ್ಕೆ ಈ ಪತ್ರ ಮುಟ್ಟಿದ 5 ದಿನಗಳಲ್ಲಿ ವಿವರವಾದ ವರದಿಯನ್ನು ದಾಖಲೆ ಸಮೇತ ಸಲ್ಲಿಸಲು ಸೂಚಿಸಿದೆ.”

65. On perusing the report he has claimed to have inspected 12 roads out of 31 roads which are the subject matter of this enquiry. Road works no. 1,4,5 to 8,11, 14, 15 and 19 are claimed to have inspected by him and according to the certification, he has issued in respect of all those works, the execution of the works are completed found to be satisfactory.
66. Admittedly, he is an official from the Forest department having no technical expertise in the Civil Engineering works. He has not taken assistance of any technical expert/Engineer during his inspection. As per the letter of the Chief Executive Officer, Ex-D13, he was asked to inspect the works pertaining to MGNREGA scheme and under natural calamity scheme. Admittedly the road works in question were taken up not under these schemes but executed by utilizing the special grant sanctioned by the Chief Minister. The learned counsel Sri Gururaj Joshi filed an application to the Deputy conservator of Forest under RTI Act

requesting to furnish the report prepared in pursuance of the letter of the Chief Executive Officer. DW-1 being the successor in office to DW-3, furnished the said report to the applicant/counsel for DGO. Since DW-3 had no technical experience in civil works and moreover he has inspected certain roads during April 2012 though those works were pertaining to the year 2008-2009, it is doubtful whether he could be able to give his opinion as to whether, the works have been executed as per the sanctioned estimate. Though he has referred to the provision made in the sanctioned estimate and gave his opinion that, the works have been executed as per the sanctioned estimate, his evidence cannot be believed for the simple reason that, even the DGOs are not claiming that, the works have been completed. According to them, they have sanctioned the running bills and final bills are not yet passed and no final payments have been made to the contractors since the works were not completed. When such being the case, the evidence and the report given by DW-3 that, the works have been executed as per the sanctioned estimate and the execution of the work are satisfactory, cannot be believed.

67. Considering the evidence of DW-2 and DW-3 and the reports given by them, it appears that, after completion of the cross examination of PW-2, the counsel for the DGO started collecting evidence in support of the defence of the DGOs and in his searching spree, he filed applications under the RTI Act to DW-2 just to collect evidence and obtained information from him. While discussing the evidence of DW-2, I have come to the conclusion that, DW-2 was made to give such an information by personally inspecting the works, though he was not expected to do so as he was expected to give information available in the office, the possibility of DW-2 giving such an information at the instance of the DGOs and his

counsel, and to help them in their defence cannot be ruled out. Even the evidence of DW-3 is of no help to the DGOs since he is not a technical person and no reliance can be placed on the report submitted by him to the Chief Executive Officer. Therefore, I am of the considered opinion that, the evidence of DW-2 and DW-3 are not in any way helpful in believing the defence contention of the DGOs and on the basis of their evidence it is not possible to come to the conclusion that, the payments made to the contractors with reference to each work, was proportionate to the works executed as entered in the MB book and it is hard to believe that, the work to the extent of the payments made have been executed by the contractors.

68. Another aspect that needs to be considered here is, as per the evidence of PW2, he has not inspected the 4 road works at sl.nos. 23,24,25 and 27 since DGO-1/Executive Engineer has told him that, those works were not taken up for execution though payments have been made to the contractors. This aspect has been clearly mentioned in the mahazar Ex-P15 for which DGOs 1 to 6 are the signatories to the said mahazar. Entries in the MB book pertaining to these works discloses the progress shown in the work and accordingly payments have been made to the contractors with respect to these four works as per the entry in the MB book. It is the case of the disciplinary authority that, as on the date of inspection by PW2, these ^{four} works were not at all taken up for execution and the ^{Said} works were not commenced even as on the date of inspection by PW2. But no evidence has been produced by the DGOs to establish that, works pertaining to these four roads have been taken up and substantial progress in the execution of these four roads have been shown and accordingly the progress of the work has been shown in the MB book and payments have been

made to the contractors. As per the annexure to the written statement, these four works have been shown to have been executed to the extent of 85%. But absolutely there is no evidence to believe this contention of the DGOs. Since DGOs are the signatories to the mahazar Ex-P15, the contents of the mahazar can be relied upon and in the absence of any contrary evidence produced by the DGOs, there is nothing to disbelieve the contents of Ex-D15. Therefore, it can be conclude that, these 4 road works at 23 to 25 & 27 even though not taken up for execution, by making false entry in the MB book, payments have been made to the contractors.

69. Entries in the MB books are to be made by the field officers viz., Assistant Executive Engineer and Executive Engineer who are incharge of a particular work. The Karnataka Public works Account Code (Vol.1) and part III, deals with payments to the suppliers and contractors. Clause 208 of the Code provides that, payments for all work done are made on the basis of measurements recorded in measurement books, Form P.W.G. 27 in accordance with the rules in paragraph 209. It also provides that, the measurement book should be considered as a very important initial account recorder since, it is the basis for all accounts of quantities of work done. Sub clause (a) of Clause 209 provides that, detailed measurements should be recorded by the executive subordinates incharge of work to whom measurement books have been supplied for the purpose or by assistant or Executive Engineers as prescribed. Sub clause (b) provides that, all measurements should be neatly taken down in a measurement book in form PWG-27 issued for the purpose and nowhere else. Sub Clause (d) of Clause 209 provides that, as all payments of work or supplies are based on the quantities recorded in the

measurement book, it is incumbent upon the person taking the measurements, to record the measurements clearly and accurately and if the entire job or contract has been completed, the date of completion is duly noted in the prescribed place in the measurement book. Sub Clause (f) further provides that, the entries should be recorded in the measurement book at the work spot indelibly in Ink so as to render difficult to tamper with or to make unauthorized additions to or alterations in the entries once made.

70. Even in PWD departmental code Vol.1, Clause 300 deals with measurement books which provides that, the measurement book must be looked upon as a most important record since it is the basis of all accounts of quantities of work done. Appendix-VII of KPWA Code provides rules for taking measurements and keeping measurement books. Appendix-VII provides that, measurement for all works should be in the first instance be taken by subordinates in charge of the work and checked by sub-divisional officers and divisional officers. It also provides that, the objects of check measurements is to detect errors in the measurements and to prevent fraudulent entries.
71. Having regard to the specific provisions regarding maintenance of measurement books and the rules under Appendix- VII of PWD Departmental code, for taking measurements and keeping measurement books, it is the obligatory duty on each of the officers incharge of the work, to visit the spot and to take measurements and to make entries in the measurement book which is the basis for making payments to the contractors. In the present case, there are entries in the measurement book pertaining to each of the 31 road works and payments have been made as per the

measurements shown in the MB book. But it is the allegation that, the work to that extent as per the entry in the MB book were not executed by the contractors but, payments have been made to them even though there was no progress in the works. This allegation has been categorically denied by the DGOs wherein, it is their specific contention that, works have been executed in excess of the measurements shown in the MB book and the amounts paid are less than the progress of work shown by the contractors.

72. The fact that, DGOs 2 to 6 are the persons who are incharge of the 31 road works in question and they are the persons who have made entries in the MB book, ^{and in dispute.} Even in their written arguments, it is admitted in categorical terms claiming that, it is true that, DGOs 1 to 6 are the Engineers who are incharge of releasing the payments and it is further claimed that, DGOs have inspected the work and released the payment in ratio to the work carried out and executed. Hence, it is for the DGOs to establish this contention by adducing cogent and reliable evidence to substantiate their contention But, except examining DW-1 to DW-3, none of the DGOs have chosen to adduce their defence evidence by examining themselves personally in this enquiry. Had the DGOs examined themselves in this enquiry, they would have been cross examined regarding the entries made in the MB book because they are authors of the entries in the MB book. But DGOs have deliberately avoided to examine themselves in this enquiry.
73. DGOs have taken up further contention admitting that, they were present during the inspection by PW2 and they have further admitted that, they have put their signatures on the mahazar Ex-P15 and also to the comparative statement prepared by PW2 as per Ex-P17 to P47. In their written statement, it is their specific

defence contention that, they were forcibly coerced to sign on the mahazar written by PW2 by threatening them of arresting them by the Lokayukta police and hence they were forced to sign Ex-P15 and the comparative statement, without subjective satisfaction. Even while cross examining PW2, it has been specifically contended on behalf of the DGOs, by putting suggestion to him that, the complainant and the Chief Engineer have obtained the signatures of the DGOs by threatening them and DGOs were forced to sign, since the Chief Engineer threatened them of arrest by Lokayukta police. Except taking up such a contention in their written statement and suggesting such a contention to PW2 during his cross examination, DGOs never bothered to take up such a contention on oath, by examining themselves in this enquiry. They have deliberately avoided to enter into the witness box probably to avoid answering material questions that may be put to them in their cross examination. Even there was no opportunity to deny this contention taken up by the DGOs by way of their defence claiming that, their signatures were obtained forcibly. Since DGOs have deliberately avoided to take up such a contention on oath, I decline to accept that contention of DGOs and I disbelieve their contention that, their signatures have been forcibly obtained.

74. On the other hand, there are sufficient materials to conclude that, they were physically present during the spot inspection by PW2 and they are the signatories to the comparative statement prepared by PW2 with respect to each work and also to the mahazar prepared after completion of the investigation. Even while putting their signatures they have not made any endorsement of their descent to the contents of those documents. Therefore, I am of the considered opinion that, the DGOs have failed to establish their defence contention and hence it is fit to be rejected.

75. During cross examination of PW2 with reference to each work, a similar suggestion was put to him suggesting him that, actual payment made to the contractor is less than the actual work done by contractor at present and there is no loss to the Government now. PW2 answered these suggestions saying that, it may be true. By putting such a suggestion, it appears that, on behalf of DGOs a specific contention was taken up that, subsequent to the spot inspection by PW2, the works were further progressed and works were executed to the extent of payments made and as such there was no loss to the Government. But PW2 never claimed that, subsequent to his spot inspection on 26.8.2009 and 27.8.2009, he again visited the work spots and seen the further progress made in the works. If there is any progress made subsequent to date of inspection ~~as claimed by DGOs~~, it is for the DGOs to establish that aspect, that the work done by the contractor at present is in excess of the payment made as such, there is no loss to the Government. But DGOs have not adduced any evidence to support this defence contention and absolutely there are no materials made available by the DGOs to believe that, the actual payments, made to the contractor is less than the actual work done by the contractor at present and there is no loss to the Government as of now. Therefore, such a defense contention of the DGOs cannot be believed.

76. As per the statement of progress of work done/payment released produced by the DGOs by way of annexure to their written statement, they have claimed that, number of works (work no. 1, 3 to 5, 11 to 13, 22, 29) have been completed to the extent of 100% but payments have been made far less than the quantum of amount executed. But, as per the report of PW2 only two works

viz., work no.11 and 29 have been fully completed and the remaining other works as claimed by DGOs, are not completed. No evidence have been produced by the DGOs to establish that, the above two works have been completed to the extent of 100%. PW2, in his evidence has stated that, so far as work no.11 (Koujalagi to Redderahatti road), the works to be done are, Grade-III metal, base and surface (bituminous), maintenance of WBM but according to PW2 the work are done except the maintenance of WBM since grade-II metal of 384.34 cubic meter valued at Rs. 33,594/- has not been done. In so far as work no. 29 is concerned (Improvement of 4.5 kms. of road from Mudalagi Cross to Mudalagi), PW2 has stated that, all items of the work are done but, the work executed is of substandard, as the bitumen layer laid to the entire stretch of the road is of substandard quality and the road was found to have been damaged in the entire stretch due to formation of pits and craters hence the entire stretch of the road has to be relaid by fresh bitumen layer. Hence, in Ex-P45, it is the observation of PW2 that, due to damage caused on the entire stretch of road due to formation of pits and craters, the road is unfit for use by the public and it is his opinion that, the entire amount spent towards this work is a wasteful expenditure.

77. DGOs have not adduced any evidence in so far as this work no. 29 is concerned wherein specific allegation of substandard quality execution of work has been alleged against the DGOs. Regarding the present condition of this road, DW-2 and DW-3 have not stated anything except making a general statement that, it is a motorable road. Therefore, I have no hesitation to conclude that, out of the two roads which were completed to the extent of 100% , as on the date of inspection, there is deficiency in the improvement work carried out to work no.11 and in so far as work no.29 is concerned,

though the work was completed to the extent of 100%, the work was of substandard quality, for which DGOs are to be held responsible.

78. PW2 in his report has fixed responsibilities on DGOs 1 to 6 suggesting that, since payments have been made by making false entries in the measurement book and without showing progress in the work, payments have been made in excess of the works physically executed, they have caused loss to the State Exchequer and recommended to recover the loss to the extent of 25% from DGO-1/Executive Engineer and 37.5% each from DGO-2/Assistant Executive Engineer and the other DGOs/Assistant Engineers who are incharge of the respective work. This contention of PW2 has been seriously disputed on behalf of DGOs and it is vehemently argued that, there was no basis for such recommendation made by PW2 and such a recommendation has no legal sanctity.
79. This argument advanced on behalf of the DGOs cannot be accepted for the following reason. Though there is no specific rule as to the manner in which the liability has to be fixed on each of the Engineers who are in charge of a work, but in Appendix-VII of PWD Departmental Code Vol.-2 which provides rules laying down procedure for taking measurements and maintenance of measurement books, Rule 2(a) provides that, a final measurement irrespective of the value of the work, may be recorded by Assistant Engineer concerned and the Assistant Executive Engineer should check measure 100% for all works if it is a contract work. Therefore, concerned Assistant Engineer will make entry in the MB book and Assistant Executive Engineer has to check measure 100% of the measurement noted down by Assistant Engineer in

the MB book. Therefore, both Executive Engineer and Assistant Executive Engineer are equally responsible for any lapses and omissions in making entry in the MB book. Further Rule-1(h) of Appendix-VII provides that, checking by the Divisional officers should precede the payments of bills especially the final bills. It further provides that, in check measuring, the divisional officer need not re-measure every item of work done in detail, but it would be sufficient if 25% of the items checked by his subordinates, in order to test the accuracy of reliability of the measurements recorded. Therefore, it is the obligatory duty on the part of the Executive Engineer to check measure 25% of the items checked by his subordinates. On the basis of this obligation, the liability has been fixed on DGO-1/Executive Engineer to the extent of 25% and the remaining 75% of liability have to be apportioned by both Assistant Executive Engineer and concerned Assistant Engineer in equal proportion. It is on this notion, PW2 has proceeded to fix liability on the DGOs and it cannot be found fault with.

80. Having considered the various defense contentions taken on behalf of DGOs and evidence of DW1 to DW3 examined on their behalf in support of their defense, I have arrived at a conclusion that, there is nothing to disbelieve the report submitted by PW2 as per Ex-P16 and the evidence given by him. Though PW2 was cross examined at length and certain admissions have been taken during his cross examination, there is nothing to disbelieve the evidence given by PW2 and to discard the report submitted by him. PW2 in fact having visited 27 road works, out of 31 road works, made physical inspection of those roads. As per his evidence, out of 27 roads he has inspected, work of 3 roads viz., road work no. 18,19 & 31 were not yet commenced and accordingly, he in his report has stated that, the amounts paid with respect to these three road works by

making false entry in the MB book, are the amounts disbursed to the contractors without there being the commencement of these 3 road works. With respect to the remaining 24 road works, PW2 in his report has discussed at length about the observations he has made during his inspection, deficiency in the progress of the works etc., and considering the entries made in the MB book and the amounts found to have disbursed to the contractors, made an observation that, without there being execution of work to the extent of payments made, false entries regarding progress of works have been made in the MB book and payments have been made on the basis of such entries made in the MB book. He gave details of excess payments made to the contractors in respect of each road work. In this regard, a tabular column has been prepared incorporating the details of the contract amount of each road work, progress of work as entered in the MB book, progress of work noticed by PW2 during his inspection, excess of work shown in the MB book in order to make payment, bill amount of each road works passed by DGO-1/Executive Engineer and amount disbursed to the contractors by issuing cheques in their favour, after deducting statutory deductions and the detail in the tabular column are as follows:

Sl. No.	Name of the Work	Contract Amount (Amt. in lakhs)	Progress of road works as per entry in MB book	Progress of work as noticed during inspection by PW2	Excess of work shown in MB book in order to make payment	Bill amount passed as furnished by DW-2 in Ex-D9	Amount disbursed to the contractor by way of cheque (after deducting statutory deductions)
1	Improvements to Patugundi-Kamaladinni Road in Gokak Taluk	43.650	42.037	93,160	4110529	4203689.00	3442859.00
2	Improvements to Yadwad Mirji Road	29.100	29.106	4,98,408	2412227	2910633.00	2420848.00
3	Improvements to Yadwad Metagudd Road	33.950	29.986	15,99,477	1399109	2998584.00	2361251.00
4	Improvements to Mudalagi-Rangapura-Kamaladinni Road	33.950	33.801	78,377	3301743	3380120.00	2846845.00
5	Improvements to Rajapur-Sangankeri Road	29.100	29.107	16,88,223	1222506	2911629.00	2390799.00
6	Improvements to Road from MAnnikeri-Hulkunda Road in Gokak Taluk	24.250	23.594	7,87,577	1571858	2359436.00	1954758.00
7	Improvements to Hallur Cross to Shivapur (H) road	9.700	9.672	2,36,157	731075	967233.00	806174.00

8	Improvements to Kulgod Hosatti Road	21.350	21.212	63,252	2057925	2067177.00	1712011.00
9	Improvements to Venkatapur Cross to Venkatapur road	19.400	19.477	4,04,209	1543511	1947723.00	1626044.00
10	Improvements to Ningapur-Gosbal Road	9.700	9.698	14,720	955090	969810.00	835506.00
11	Improvements to Kaujalgi-Rederatti Road	14.390	14.334	13,99,859	33594	1433454.00	1189745.00
12	Improvements to Sundoli cross to Sundoli village	19.400	17.620	15,18,926	242639	1836655.00	1497316.00
13	Improvements to Khemmankol village to Khemmankol cross (Betigeri Road)	19.400	19.336	2,94,003	1639619	1933622.00	1550735.00
14	Improvements to Mannikeri Mallikeri Road	19.40	19.600	5,97,537	1362394	1959931.00	1680097.00
15	Improvements to Khanatti to Mahalingpur Road	24.25	23.568	8,21,712	1535108	2356820.00	1934437.00
16	Improvements to Mudalgi Marapur Road	24.41	23.39	2,83,581	20,55,584	2339165.00	1878141.00

17	Improvements to Udagatti cross to Udagatti	14.78	14.78	3,82,765	10,95,285	1478050.00	1245144.00
18	Improvements to Hosatti cross to Hosatti village	14.548	14.54	Work not commenced as on the date of inspection	14,54,022	1434022.00	1193353.00
19	Improvements to Arabhavi Math-Shindikurbet Road	14.62	14.62	Work not commenced as on the date of inspection	14,62,374	1462374.00	1219313.00
20	Improvements to Mundayal-Hunshyal PY Road	14,57,850	14,57,850	52,655	14,05,197	1457850.00	1207279.00
21	Improvements to Mudalgi-Gavithota Road	14,53,705	14,53,703	5,86,581	8,67,122	1453703.00	1203412.00
22	Improvements to K. Hanumapur approach road	7,81,478	7,81,476	3,47,254	4,34,222	781477.00	588326.00
23	Improvements to Lakshmeshwar-Bairanatti Road	9,61,500	9,61,507	Work not commenced as on the date of inspection	9,61,507	961507.00	812301.00
24	Improvements to Ningapur Village to Ningapur cross	9,65,400	7,49,179	Work not commenced as on the date of inspection	7,49,179	749178.00	626725.00
25	Improvements to Kalliguddi Yadwad Road	9,73,902	9,73,905	Work not commenced as on the date of inspection	973905	973904.00	682736.00

26	Improvements to Rederatti Yadwad Road	9.700	9.531	23818	929773	953591.00	665007.00
27	Improvements to Kulgod-Hunshyal PY Road	5.800	5.814	Work not commenced as on date of inspection	581429	581429.00	482255.00
28	Improvements to Gujanatti approach Road	7,05,000	7.169	367032	349958	716990.00	598039.00
29	Improvements and Widening of Road from Mudalgi cross to Mudalgi	24.250	24.247	2424727	100% Road work executed but work is of substandard	2424727.00	1970431.00
30	Improvements to Rangapur cross to Munyal Road	24.250	24.318	666933	1764816	2431749.00	993535.00
31	Improvements to Naganur-Nipanal Road	19,37,958	19.379	Work not commenced as on the date of inspection	1937956	1937950.00	1543723.00
	Total	575.30	563.718	15230943	41141254	56374182.00	45159145.00

81. So far as specific charges made against the DGOs are concerned, 4 charges have been framed with reference to the Assistant Engineers incharge of respective road work executed under their supervision and the entries made in the MB book by such Assistant Engineers with reference to the road works they have executed. I have already discussed at length about the role played by DGO-1/Executive Engineer, DGO-2/Assistant Executive Engineer and DGOs-3 to 6/Assistant Engineers. I have also discussed the provisions pertaining to maintenance of MB books as provided in the Karnataka Public Works Account Code and also PWD Departmental Code Vol.-1 & 2. As per the procedure laid down in the above referred codes, entries in the MB books are to be made by the field officers viz., Assistant Executive Engineer and Assistant Engineer who are incharge of a particular work. It is the obligatory duty on the part of the Assistant Engineer to record detailed measurements of the works executed by physically visiting the work spot and taking measurements since, the bills have to be passed by making payments for all work done, on the basis of measurements recorded in the MB book. The code also provides fixing responsibility on the field officers/Assistant Engineer and Assistant Executive Engineers wherein, it provides that, measurement of each work executed are to be recorded by Assistant Engineer incharge of such work and the Assistant Executive Engineer should check measure 100% of all works and certify that, the measurement recorded by Assistant Engineer is correct and the measurements recorded are as per the works physically executed by the contractor. Therefore, while framing charges, specific charges have been framed wherein,

- a) Charge no.1 is with reference to the road works at sl.no. 8, 10, 11 to 13, 18, 23, 24&27 and since DGO-3/ Assistant Engineer was incharge of these road works;
- b) Charge no.2 is with reference to the road works at sl.nos. 1, 4, 7, 15, 16, 20, 21, 28, 30, 31 and since DGO-4/ Assistant Engineer was incharge of these road works;
- c) Charge no.3 is with reference to the road works at sl.nos. 17 &19 and since DGO-5/ Assistant Engineer was incharge of these road works;
- d) Charge no.4 is with reference to the road works at sl.nos. 2, 3, 5, 6, 9, 14, 22, 25 & 26 and since DGO-6/ Assistant Engineer was incharge of these road works.

82. As per the report of PW2, entries made in the MB book in respect of all the 31 road works, (except Road work at sl.no. 29) have been falsely made, though there was no progress of works shown by the contractor to the extent of the measurements shown in the MB book. In respect of road works at sl.nos. 18, 19, 23 to 25, 27 & 31, though these road works were not yet commenced as on the date of inspection of these roads by PW2, entries have been made falsely in the MB book showing that, progress have been shown in the execution of these road works and payment have already been made by passing the bills. Therefore, the concerned Assistant Engineers of the respective works who were responsible for making false entries in the MB book without there being progress of works to the extent of the measurements shown in the MB book and in certain works even without commencement of the works, entries have been made showing the progress of the works and payments have been made on the basis of those entries in MB book. Therefore, on evaluating the evidence adduced on behalf of the disciplinary authority both oral and documentary and even

considering the defence evidence adduced on behalf of the DGOs in support of their defence, I have no hesitation to conclude that, the charges made against DGOs 1 to 6 are established. Though DGOs while filing their written statement have taken up a specific contention that, works to the extent of percentage shown by them in the statement of progress of work done/payment released, produced as annexure to their written statement, they have failed to establish this statement and the various contentions taken by them, while denying the charges made against them. I have already arrived at a conclusion that, the evidence of DW-1 to DW-3 are not in any way helpful to the defence taken by the DGO and it cannot be held that, on the basis of the evidence given by DW-1 to DW-3 both oral and documentary that, the works at sl.no. 1 to 31 have been executed as on the date of the inspection by PW2 to the extent of payments already made to the contractors as on that day. Having regard to the discussions made above, I am of the considered opinion that, disciplinary authority is able to establish the charges no.1 to 4 framed against DGOs 1 to 6 and hence, I hold that, charges no.1 to 4 framed against them are proved. Accordingly, I answer point no.1 in the affirmative.

Point No.2:

83. Having regard to the discussion made above, and in view of my findings on point no.1 as above, my conclusion is as follows:

Conclusion

- a) The disciplinary authority has proved charges no.1 to 4 against:
DGO-1:Sri L.C. Ganigera, the then Executive Engineer, Panchayath
↓
Raj Engineering Division, Chikkodi, Belgaum District;

DGO-2: Sri S.G. Mane, the then Assistant Executive Engineer;
DGO-3: Sri R.V. Shivarayi, the then Assistant Engineer;
DGO-4: Sri Vasanth Kumar, the then Assistant Engineer;
DGO-5: Sri Raj Kumar, the then Assistant Engineer;
DGO-6: Sri M.R. Kulakarni the then Assistant Engineer,
PRE Sub-Division, Gokak, Belgaum District.

and thus Proved,

Charge no.1 as against DGOs 1, 2, 3;

Charge no.2 as against DGOs- 1, 2, 4;

Charge no.3 as against DGOs 1, 2, 5, and

Charge no.4 as against DGOs 1, 2, and 6.

- b) As per the First oral statement, the date of birth and date of retirement of DGOs 1 to 6 are as follows:

DGOs No.	Name of the DGOs	Date of Birth	Date of Retirement
1	Sri L.C. Ganigera	8.6.1958	30.6.2018
2	Sri S.G. Mane (already retired)	15.12.1952	31.12.2012
3	Sri R.V. Shivarayi	21.7.1971	31.7.2031
4	Sri Vasanth Kumar	17.6.1966	30.6.2026
5	Sri Raj Kumar	21.7.1970	31.7.2030
6	Sri M.R. Kulakarni	11.5.1963	31.5.2023



(S. Renuka Prasad)

Additional Registrar of Enquiries-3
Karnataka Lokayukta, Bengaluru.

ANNEXURES**I. Witnesses examined on behalf of the Disciplinary Authority:**

PW-1	Sri Sathish Jarakiholi (complainant)
PW-2	Sri K.S. Nagaraj (investigation officer)

II. Witnesses examined on behalf of the DGO:

DW-1	Sri Anand Balavanta Morrappanavar
DW-2	Sri Parameshwaraiah K
DW-3	Sri Jayaparakash Nagendragowda Patil

III Documents marked on behalf of D.A.

Ex-P1	Xerox copy of the short term E bid notification dated 12.9.2008
Ex-P2 to P10	Original Photographs
Ex-P11	Xerox copy of answer given by Hon'ble Minister for RDPR for question no. 1171 raised by PW1 in Karnataka Legislative Assembly
Ex-P12	Complaint filed by PW1 (in original)
Ex-P13 & 14	Complaint in form no.1 and 2 filed by PW1 (in original)
Ex-P15	Spot mahazar (in original)
Ex-P16	Investigation report (in original) along with Xerox enclosures
Ex-P17 to 47	Annexure-6 prepared by PW2 at the time of his inspection incorporating the details of deficiency in the execution of each work and details of shortfall of progress in work in terms of money

IV. Documents marked on behalf of DGO:

Ex-D1	Booklet containing the contract deeds issued by the Government of Karnataka for the purpose of item rate tender (in original)
Ex-D2	Copy of the letter dated 12.8.2009 (in original)
Ex-D3	Certified copy of Page No. 57 of MB

Ex-D4	Certified copy of page no. 11 of MB
Ex-D5	Xerox copy of Annexure 7
Ex-D6	Certified copy of page no. (376) of MB
Ex-D7	Letter dated 5.1.2016 addressed to the Advocate by DCF, Belgaum
Ex-D8	Original report of DW-1 along with original photographs along with enclosures
Ex-D9	Statement showing details of work
Ex-D10	Statement showing improvement works undertaken after 2009-10
Ex-D11	Application for supply of documents as per Sec. 4 of Karnataka RTI Act (in original)
Ex-D12	Covering letter dated 8.10.2013
Ex-D13	Xerox copy of letter dated 1.3.2012 addressed by Chief Executive Officer, Zilla Panchayath, Belgaum

V. Material Objects marked on behalf of the D.A:**Nil**

(S. Renuka Prasad)
Additional Registrar of Enquiries-3,
Karnataka Lokayukta, Bengaluru.