

**KARNATAKA LOKAYUKTA**

No: Uplok-2/DE/257/2019/ARE-8

M.S.Building,  
Dr. B.R. Ambedkar Veedhi,  
Bengaluru - 560 001.  
Dated: 27/06/2023

**ENQUIRY REPORT**

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

**Sub:** The departmental enquiry against DGO (1) Sri. Channabasappa, the then Assistant Executive Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (2) Sri. Nagaraju, the then Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (3) Sri. Shivasharanappa C Aladi, Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (4) Sri. H.R. Nataraj, the then Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (5) Sri. Veerapa Sadeppa Ugakhoda, Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District and (6) Sri. Thyagaraj, Assistant Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District - reg.

*Rubini 27/3/2023*

- Ref:-** 1) Report U/Sec 12(3) of the Karnataka Lokayuktha Act, 1984, in  
(1)Compt/Uplok/MYS/3148/2015/DRE-1,  
(2)Compt/Uplok/MYS/225/2015/DRE-1,  
(3)No.Compt/Uplok/MYS/469/2016/DRE-1,  
dtd.17/06/2019.  
2) Government Order No. ಗ್ರಾಅಪ. 55 ಇಎನ್‌ಕ್ಯೂ  
2019, ಬೆಂಗಳೂರು, dtd.17/10/2019.  
3) Nomination Order No.UPLOK-2/DE-  
257/2019, Bangalore, dtd.02/11/2019.

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Present Departmental Enquiry is initiated on the basis of the complaint lodged by Sri. G.J. Krishnamurthy S/o Giddegowda, Kaskebylu, Gonibeedu, Mudigere Taluk, Chikkamagaluru District, (herein after referred as 'Complainant') against DGO-(1) Sri. Channabasappa, the then Assistant Executive Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (2) Sri. Nagaraju, the then Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (3) Sri. Shivasharanappa C Aladi, Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (4) Sri. H.R. Nataraj, the then Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (5) Sri. Veerapa Sadeppa Ugakhoda, Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere,



Chikkamagaluru District and (6) Sri. Thyagaraj, Assistant Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District. (herein after referred to as the Delinquent Government Officials in short 'DGO-1 to 6').

**2.** Brief allegations made in the complaint are that:

It is alleged in the complaint that above said DGO-1 to 6 while working as Assistant Engineers and Junior Engineers at Panchayath Raj Engineering Sub-Division, Mudigere Taluk, Chikkamagaluru District, ~~have committed irregularities and misconduct in various~~ projects No.1 to 7 as mentioned below;

**i. Providing piped water surface scheme to Chinniga Anajuru in Chinniga Gram Panchayath:**

As per work order the work had to be commenced immediately and stipulated period for completion is shown as 4 months. The work order is dt.11/8/14. The estimated cost is Rs.12 lakhs and approved tender amount is Rs.10,33,682.97. Even in the agreement date of commencement of work is not mentioned. Even the date of execution of agreement is left blank. As per estimate, work, included sinking of 2 open wells, construction of pump house, and laying of pipe line to the stretch of 970 mtrs. Even in the check list, stipulated date of commencement and stipulated date of completion are not mentioned. Exact place proposed for execution of work is



not mentioned with its longitude and latitude in face sheet. Contract certificate and completion certificate are not produced. In page No.4 to 9 of measurement Book No.12755 it is stated that the details of 1<sup>st</sup> and part bill have been entered in measurement book No.4388. However, the said measurement book No.4388 has not been produced. As per page No.4 to 9 of M.B.No.12755, the date on which measurement has been recorded is mentioned as 30/3/15. Even the check measurement is taken on 30/3/15. Considering the quantity of work and the stretch of pipe line directed to be laid down, it is improbable that measurement can be recorded and even check measurement can be taken on a single day.

a) Comparison of measurement book extract with schedule-B shows that there are variations regarding the quantity and the measurement in between the said two documents. Measurement book extract discloses that quantity mentioned with respect to Sl.No.1, 2, 3, 4, 5 vary with that mentioned in schedule-B. Half of the quantity shown in schedule-B has been recorded in measurement book. Further in Sl.No.12 and 13 of B-schedule there is specification for erection of RCC hume pipe pump house/cistern and RCC hume pipes circular pump house of one number each. But no photographs have been produced to show the construction of said pump houses. Therefore from the above variation in quantity from Sl.No.1 to 5 there

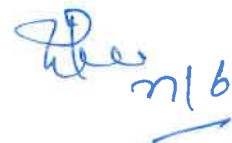
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arises doubt regarding the sinking of two open wells under the said project. As per the said measurement book extract the bill for Rs.6,00,448/- has been passed on 31/3/15.

- b) From the photographs it cannot be made out that they pertain to 2 wells and pump house. This suspicion gets strengthened from the recitals in a mahazar which is available in the complaint in MYS-3148/2015 wherein it is stated that at the time of spot inspection 2 wells were found, one which has been dug about 3-4 years back and another drilled about 10-12 years back. A photograph has been produced as the name board of the said project, but from the perusal of the same it is seen that it is a name board relating to construction of bus shelter at Anajur Village. Therefore the opinion of the Enquiry Officer that the above work has been executed as per approved estimate cannot be accepted. From the report of TAC and also the Contract certificate it is made out that the DGO No.2 Nagaraj, J.E, was the officer incharge of the said work. The said work is not found in the list of approved projects under improvement of roads under MLA and MLC funds for the year 2014-15.

**ii.Improvement to Marasanige-Galigandi Road:**

- (a) As per estimate the work included formation of mud drain, removal of jungle growth on both the sides of the road to the stretch of 500 mtrs, and re-tarring of the road

  
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to the stretch of 480 mtrs., after spreading jelly. Estimated cost is Rs.10 lakhs. Tender approved amount is Rs.8,91,679.96. As per work order the stipulated date of commencement of work was 14/1/15 and stipulated date of completion was 15/4/15 with one year of maintenance from the date of completion of work. In the completion certificate the date of commencement and the date of completion have been left blank. DGO-5 Sri.Veerappa, Junior Engineer and Sri.R.N.Channabasappa, AEE were the engineers who were incharge of the work as per completion certificate.

(b) As per contract certificate the 1<sup>st</sup> and final bill measurement is taken on 10/2/15, in measurement book No.5290 recorded in pages 12 to 17 and it has been checked on 12/2/15. Considering the nature and quantity of work it can be observed that it is improbable to record the measurement on a single day and to check measure the same on a single day.

c) From the comparison of measurement book extract and estimate it is observed that in Sl.No.1 quantity is shown as 0.900 Hec. However, as per entry in measurement book quantity is shown as 0.680 Hec. Therefore, it can be gathered that jungle growth has not been cleared to the extent as specified in estimate.

d) An amount of Rs.7,96,450/- has been paid on 23/2/15 after statutory deductions. From the comparison of

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quantity as mentioned in the contract certificate with the 1<sup>st</sup> and final bill with that mentioned in bill of quantities, it is noticed that there are variations. Quality inspection report is not produced, though there is a specific stipulation in this regard in the work order. Though the contractor was responsible for maintenance for a period of one year from the date of completion, on 23/2/2015 as per contract certificate with the 1<sup>st</sup> and final bill, the entire amount has been paid (excluding the statutory deductions). Since there are variations in between the bill of quantities and the contract certificate regarding the various quantities of items utilized, there arises suspicion regarding the quality of work executed. Therefore, from the non-production of quality inspection report an adverse inference has to be drawn. No photographs showing formation of drain as per estimate has been produced. Therefore, it becomes clear that the work has not been executed as per approved estimate.

**a) Improvement to road from Kalasa-Horanadu road to Vivekananda Road in Kalasa Gram Panchayath:**

a) As per report with estimate the estimated amount is Rs.15 lakhs. Tender approved amount is Rs.13,70,413.70 as per measurement Book extract. The work included formation of drain, 110 Mtr concrete road in 1<sup>st</sup> cross, 150 mtr long concrete road in 2<sup>nd</sup> cross and formation of drain, along with repair of pot holes and leveling of roads. As per work order

  
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stipulated date of commencement was 2/3/15 and stipulated date of completion was 2/6/15. As per agreement the contractor was responsible for maintenance for one year from the date of completion. Contract price was Rs.13,70,413.70. As per contract certificate with the 1<sup>st</sup> and part bill, the measurement has been taken on 25/3/15 and it has been checked on 27/3/15. The recording of measurement on a single day and check measurement on a single day create doubts regarding the entries in measurement book. Considering the nature of work and the stretch of road it is quite improbable that on a single day measurement can be recorded and it can be checked. Measurement has been recorded in measurement Book No.4934 from page No.83 to 88. From comparison of measurement Book extract with schedule-B it is noticed that at Sl.No.7 there was a provision for fixing sign board. But as per measurement book extract the said work has not been carried out. Sl.No.8 in schedule-B provides specification for earth work in excavation for structures including setting out, construction of shoring and bracing, removal of stumps etc. In this regard the entries in measurement book is not clear and it is incomplete. The total amount shown is Rs.13,69,700/- On 27/4/15 Rs.12,33,890/- has been paid through cheque after statutory deductions.

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- b) From the comparison of bill of quantities with details in contract certificates it can be noticed that the quantities as mentioned in those two documents vary with each other. Therefore, from the above variations it can be observed that the work has not been executed in accordance with estimate.
- c) The photographs showing the completed work do not disclose formation of drain as per estimate. Therefore, the allegations of the complainant regarding improper execution of work is substantiated.

**iii.Improvement to Road from Kelabhagada Temple to Herate Road in Idakani Gram Panchayath of Mudigere**

**Taluk:**

- a) As per report with estimate the execution of work included formation of 275 mtrs., long drain on both the sides of the road and applying bitumen on granular base to the road to the stretch of 515 mtrs. Estimated cost is Rs.10 lakhs. As per work order date of commencement of work was 2/3/2015 and stipulated date of completion was 2/6/15 with one year of maintenance. As per contract certificate measurement has been taken on 6/3/2015 in measurement book No.5294 from page No.1 to 5. The measurement has been checked on 12/3/15. It is to be observed that it is quite improbable that the measurement has been recorded in a single day and it has been checked on

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single day considering the nature of work and also the quantity of work.

- b) From comparison of schedule-B and measurement book extract it is noticed that quantity as recorded in measurement book with respect to Sl.No.2 to 6 is less compared to that specified in schedule-B. Sl.No.2 to 6 show specification regarding laying, spreading and compacting stone aggregates, providing and applying tack coat with bitumen emulsion, laying and rolling of open graded premix carpet and laying seal coat sealing the voids in a bituminous surface to the specified levels. Therefore, from the lesser quantity recorded in measurement book it can be observed that the road has not been applied with Tar as per approved specification thereby resulting in substandard work. An amount of Rs.7,92,160/- has been paid through cheque on 19/3/15.
- c) From comparison of quantity shown in contract certificate with that in bill of quantities, it can be observed that they are totally different. Whereas in the bill of quantities, quantity mentioned in Sl.No.2 to 7 are 115.88 cum, 115.88cum, 1545.00 cum, 1545.00 cum, 1545.00 Sqm and 30.09 cum, in contract certificate the quantity mentioned in Sl.No.2 to 7 are 114.98, 114.98, 1533.00, 1533.00, 1533.00, and 3862.00 respectively. Therefore, the quantity as specified in the bill of quantities has not been used. From the above comparison there arises suspicion regarding the

execution of work as per estimate and therefore there are grounds to believe that the work is of substandard quality. Though in the work order it is specifically stipulated that report has to be obtained from the competent quality inspection officer, no quality inspection report has been produced.

- d) The photographs do not make out that drains have been formed on both the sides of the road as per estimate.

**iv. Formation of concrete road near Kelajannapura Karigowda's old house:**

- a) As per report with estimate the estimation is for Rs.3 lakhs. The work included forming mud drain on both the sides of the road of 95 mtr long and for construction of concrete road. In the agreement neither the date of agreement nor the stipulated date of commencement and completion of work have been recited. As per contract certificate with 1<sup>st</sup> and final bill, the measurement has been taken on 30/3/15 and it has been checked on the same day. Out of the total amount of Rs.2,98,090/- after statutory deduction an amount of Rs.2,67,710/- has been paid through cheque on 20/5/15. Work order, and completion certificate have not been produced. It seems improbable that the entire measurement has been recorded on a single day and check measurement has also been recorded on the same day. From the comparison of measurement book

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extract with estimate it is noticed that measurement as shown in estimate is same as entered in measurement book, except a slight variation in Sl.No.2 and 4. In Sl.No.2 in estimate, quantity is shown as 21.38 cum., in measurement book it is shown as 21.37 cum. Similarly with respect to Sl.No.4 the quantity is shown as 14.25 cum in estimate and 14.24 cum., in M.B. Therefore, it can be observed that entries have been made in contract certificate only for making payment to the contractor. Infact from the documents produced by the enquiry officer the date of commencement or the date of completion cannot be made out.

- b) ~~From the photographs it cannot be made out that drains and concrete road have been formed as stipulated in contract. Quality inspection report has not been produced. Even according to the report of TAC in relation to the present work it can be noticed that he has also observed that the road was not in a level and concrete jellies were seen (ತಗ್ಗು ದಿಣ್ಣೆಗಳಿಂದ ಮತ್ತು ಒರಟಾದ ಮೇಲ್ಮೈಯಿಂದ ಅಲ್ಲಲ್ಲಿ ಕಾಂಕ್ರೀಟ್‌ನ ಜಲ್ಲಿಗಳು ಎದ್ದುಬಂದಿರುವುದು, ರಸ್ತೆಯ ಬದಿಗಳು ಕಿತ್ತುಬಂದಿರುವುದನ್ನು ಗಮನಿಸಿರುತ್ತೇನೆ).~~ He has also observed that there were pot holes (ಉಬ್ಬುತಗ್ಗು) at the time of inspection. He has opined that substandard work has been carried out as alleged in the complaint.
- c) In fact in the comments the DGOs have contended that the outer surface of the road seems to have been damaged due to the movement of 20-25 ton loaded

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vehicles. Therefore, even the DGOs have conceded that the road had already been damaged at the time of inspection by TAC. Therefore, the above documents and the report of TAC substantiate the allegations of the complainant that the work has not been executed as per estimate.

**v.Improvement to Daradahalli – Maggalamakki Road:**

- a) As per report with estimate, the work included construction of drain on both the sides of the road, filling up of pot holes and applying tack coat with bitumen emulsion. From comparison of the bill of quantities and the contract certificate it is seen that there is total variation as regards the quantity specified and the quantity used. The agreement does not bear the date of execution and there is no document showing the date of commencement of work and date of completion of work. According to contract certificate the measurement has been recorded on 17/1/15 and it has been checked on 18/1/15. From comparison of measurement book extract with contract certificate it can be noticed that at Sl.No.2 the quantity is shown as 150, in contract certificate which provides for repair to pot holes and removal of loose material trimming of size, cleaning of surface by providing tack coat etc. But in measurement book the quantity is shown as 80. Similarly Sl.No.6 provides for maintenance of earthen shoulder making up loose of material/irregularities on

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shoulders etc. The quantity is shown as 574, but in measurement book extract it is shown as 581. The payment has been made on 9/2/15.

- b) The photographs do not show the formation of drain of 285 mtrs on the side of the road as per estimate. The quantity relating to providing and applying tack coat with bitumen emulsion on the prepared granular surfaces as per specification was 855, but in the contract certificate the quantity is shown as 831. Similarly, there is variation with regard to specification at Sl.No.4, 5 and 6 in between the bill of quantity and the contract certificate. Therefore, the allegation of the complainant that the work is of substandard quality seems probable. No quality inspection report has been produced. The agreement and contract certificate create a doubt as to whether those documents have been prepared just for the purpose of documentation.

**vi.Improvement to Chikkahalla Sattihalli Road of Hesgal Gram Panchayath:**

- a) As per work order the date of commencement of work was 6/3/15 and the date of completion was 6/6/15. The estimated amount is Rs.15 lakhs. The tender approved amount is Rs.14,79,859.65. As per report with estimate the work included filling of pot holes and construction of drain where ever necessary by the side of the 500 mtrs long road, gravel casing on both the sides of the road where ever necessary and applying





prime coat with bitumen emulsion on prepared surface of granular base to the stretch of 600 mtrs. The date of completion is shown as 13/4/15 as per completion certificate. 2 contract certificates have been produced consisting of 1<sup>st</sup> and part bill and final bill. As per the contract certificate with 1<sup>st</sup> and part bill, the measurement has been taken on 13/3/15 and checked on 16/3/15. As per the contract certificate with final bill the measurement has been taken on 13/6/15 and it has been checked by AEE on 14/6/15. In the 2<sup>nd</sup> contract certificate the figures relating to total cost have been over written. There is variance in quantity in ~~between the bill of quantities and the contract~~ certificate with respect to Sl.No.1 to 3.

- b) As per M.B. extract in 1<sup>st</sup> and part bill from page No.8 to 12 recording of measurement has commenced from Sl.No.4. Therefore, there arises doubt as regards the execution of work relating to Sl.No.1 to 3 as mentioned in bill of quantities. Sl.No.1 to 3 provided for construction of unlined surface drains, repair to pot holes and built up spray grout. According to the said measurement book extract all those measurements have been recorded on 13/3/15 and it has been checked on 16/3/15.
- c) Measurement book extract of 2<sup>nd</sup> and final bill has been produced. The measurement has been recorded on 13/6/15 in page No.17 to 21. Measurement has been checked on 14/6/15. In the said 2<sup>nd</sup> and final bill



measurement has been recorded with respect to Sl.No.1 to 3 of schedule-B. Whereas in schedule-B the quantity of Sl.No.1 to 3 are shown as 600 mtr, 150 sq.mtr and 150 sq.mtr, in measurement book the quantities are recorded as 750 mtr, 138.83 sq.mtr, and 138.83 sq.mtr., respectively. Therefore, there arises serious doubt regarding the genuineness of entries in measurement book.

- d) The photographs do not show the construction of fresh drain on the side of the roads. They do not also show gravel casing on the side of the road as per estimate. The estimated amount is Rs.15 lakhs. No documents ~~have been produced to show that tender was invited or~~ KTPP Rules were followed while executing the above work.

**vii. Improvement to road from Suggimandi to K.M.Road:**

a) As per report with estimate (ಏರಡಿ) the work included formation of drain of 400 mtrs on both the sides of the road, to apply gravel on both the sides of the road, to repair the road to the stretch of 300 mtrs. Wherever necessary and for applying bitumen to the stretch of 175 mtr of road. The estimated amount is Rs.3 lakhs. Tender approved amount as per measurement book is Rs.2,96,804/-. As per technical verification report, it was a piece work contract given to the Contractor Mohammad Tameez. Agreement does not disclose either

the date of execution of agreement, the date of commencement or the period stipulated for completion. As per contract certificate, measurement has been recorded on 16/4/15 in M.B.No.5282 from page No.14-17, the check measurement has been recorded on 22/4/15. The entries made in measurement book are identical with that mentioned in schedule-B. However in measurement book at Sl.No.16 quantity which was entered as 31.50 cum has been rounded off and written as 31.00 cum. and the total amount entered as Rs.5515.00 has been rounded off and rewritten as Rs.5427.00. The payment of Rs.2,65,670/- has been paid through cheque on 16/5/15.

- b) No completion certificate and work order are produced. From comparison of estimate with bill details mentioned in contract certificate it can be observed that the bill details in contract certificate is nothing but replica of schedule-B. However, with regard to Sl.No.6 the cost shown as 5515.00 has been rounded off and written as 5427.00. The total amount written as Rs.2,96,804.00 has been rounded off and written as Rs.2,96,700/-.

The photographs do not show the construction of drain on either side of the road. Similarly the photographs do not show applying of gravel on either side of the road. On the other hand photos show that the road had already been damaged (ರಸ್ತೆ ಅಲ್ಲಲ್ಲಿ ಕಿತ್ತುಹೋಗಿರುವುದು ಕಂಡುಬರುತ್ತದೆ). According to

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contract certificate the measurement has been taken on a single day and it has been checked on a single day which seems quite improbable.

**3.** In this regard, during the course of preliminary investigation, I.O. was appointed from TAC Section Executive Engineer who visited the project works from Sl.No.1 to 7 above and submitted his report.

**4.** An investigation was undertaken by invoking Section 9 (3) of the Karnataka Lokayuktha Act. Based on the allegations of the complaint and preliminary notes, Hon'ble Upa-Lokayuktha had sent the report U/Sec. 12(3) of Karnataka Lokayuktha Act, as per Ref. No.1-(1)Compt/Uplok/MYS/3148/2015/DRE-1, (2) Compt/Uplok/MYS/225/2015/DRE-1 and (3) Compt/Uplok/MYS/469/2016/DRE-1, dtd.17/06/2019.

**5.** The Competent Authority/State Government after verifying the materials accorded permission and entrusted the enquiry by issuing notification as per Ref.No.2 Government Order No. ಸ್ರಾಅಪ. 55/ ಸ್ರಾಪಂಕಾ/2019, ಬೆಂಗಳೂರು, dtd.17/10/2019.

**6.** Hon'ble Lokayuktha nominated ARE-8 as per Ref. No.3- Order No. UPLOK-2/DE/257/2019, Bangalore, dtd.02/11/2019.

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

**ANNEXURE No.I**  
**CHARGE**

2. You DGO-1 Sri Channabasappa, while working as Assistant Executive Engineer, You DGO-2 Nagaraju, while working as Junior Engineer, You DGO-3 Shivasharanappa C Aladi, while working as Junior Engineer, You DGO-4 H.R.Nataraj, while working as Junior Engineer, You DGO-5 Sri Veerappa Sadeppa Ugakhoda, while working as Junior Engineer, You DGO-6 Thyagaraj, while working as Assistant Engineer, at Panchayath Raj Engineering sub-division, Mudigere, Chikkamagaluru district, have committed following irregularities;

**viii. Providing piped water surface scheme to Chinniga Anajuru in Chinniga Gram Panchayath:**

As per work order the work had to be commenced immediately and stipulated period for completion is shown as 4 months. The work order is dt.11/8/14. The estimated cost is Rs.12 lakhs and approved tender amount is Rs.10,33,682.97. Even in the agreement date of commencement of work is not mentioned. Even the date of execution of agreement is left blank. As per estimate, work, included sinking of 2 open wells, construction of

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pump house, and laying of pipe line to the stretch of 970 mtrs. Even in the check list, stipulated date of commencement and stipulated date of completion are not mentioned. Exact place proposed for execution of work is not mentioned with its longitude and latitude in face sheet. Contract certificate and completion certificate are not produced. In page No.4 to 9 of measurement Book No.12755 it is stated that the details of 1<sup>st</sup> and part bill have been entered in measurement book No.4388. However, the said measurement book No.4388 has not been produced. As per page No.4 to 9 of M.B.No.12755, the date on which measurement has been recorded is ~~mentioned as 30/3/15. Even the check measurement is~~ taken on 30/3/15. Considering the quantity of work and the stretch of pipe line directed to be laid down, it is improbable that measurement can be recorded and even check measurement can be taken on a single day.

c) Comparison of measurement book extract with schedule-B shows that there are variations regarding the quantity and the measurement in between the said two documents. Measurement book extract discloses that quantity mentioned with respect to Sl.No.1, 2, 3, 4, 5 vary with that mentioned in schedule-B. Half of the quantity shown in schedule-B has been recorded in measurement book. Further in Sl.No.12 and 13 of B-schedule there is specification for erection of RCC hume pipe pump house/cistern and RCC hume pipes

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circular pump house of one number each. But no photographs have been produced to show the construction of said pump houses. Therefore from the above variation in quantity from Sl.No.1 to 5 there arises doubt regarding the sinking of two open wells under the said project. As per the said measurement book extract the bill for Rs.6,00,448/- has been passed on 31/3/15.

- d) From the photographs it cannot be made out that they pertain to 2 wells and pump house. This suspicion gets strengthened from the recitals in a mahazar which is available in the complaint in MYS-3148/2015 wherein ~~it is stated that at the time of spot inspection 2 wells~~ were found, one which has been dug about 3-4 years back and another drilled about 10-12 years back. A photograph has been produced as the name board of the said project, but from the perusal of the same it is seen that it is a name board relating to construction of bus shelter at Anajur Village. Therefore the opinion of the Enquiry Officer that the above work has been executed as per approved estimate cannot be accepted. From the report of TAC and also the Contract certificate it is made out that the DGO No.2 Nagaraj, J.E, was the officer incharge of the said work. The said work is not found in the list of approved projects under improvement of roads under MLA and MLC funds for the year 2014-15.



**ix.Improvement to Marasanige-Galigandi Road:**

(a) As per estimate the work included formation of mud drain, removal of jungle growth on both the sides of the road to the stretch of 500 mtrs, and re-tarring of the road to the stretch of 480 mtrs., after spreading jelly. Estimated cost is Rs.10 lakhs. Tender approved amount is Rs.8,91,679.96. As per work order the stipulated date of commencement of work was 14/1/15 and stipulated date of completion was 15/4/15 with one year of maintenance from the date of completion of work. In the completion certificate the date of commencement and the date of completion have been left blank. DGO-5 Sri.Veerappa, Junior Engineer and Sri.R.N.Channabasappa, AEE were the engineers who were incharge of the work as per completion certificate.

(b) As per contract certificate the 1<sup>st</sup> and final bill measurement is taken on 10/2/15, in measurement book No.5290 recorded in pages 12 to 17 and it has been checked on 12/2/15. Considering the nature and quantity of work it can be observed that it is improbable to record the measurement on a single day and to check measure the same on a single day.

c) From the comparison of measurement book extract and estimate it is observed that in Sl.No.1 quantity is shown as 0.900 Hec. However, as per entry in measurement book quantity is shown as 0.680 Hec. Therefore, it can be

gathered that jungle growth has not been cleared to the extent as specified in estimate.

d) An amount of Rs.7,96,450/- has been paid on 23/2/15 after statutory deductions. From the comparison of quantity as mentioned in the contract certificate with the 1<sup>st</sup> and final bill with that mentioned in bill of quantities, it is noticed that there are variations. Quality inspection report is not produced, though there is a specific stipulation in this regard in the work order. Though the contractor was responsible for maintenance for a period of one year from the date of completion, on 23/2/2015 as per contract certificate with the 1<sup>st</sup> and final bill, the entire amount has been paid (excluding the statutory deductions). Since there are variations in between the bill of quantities and the contract certificate regarding the various quantities of items utilized, there arises suspicion regarding the quality of work executed. Therefore, from the non-production of quality inspection report an adverse inference has to be drawn. No photographs showing formation of drain as per estimate has been produced. Therefore, it becomes clear that the work has not been executed as per approved estimate.

d) **Improvement to road from Kalasa-Horanadu road to Vivekananda Road in Kalasa Gram Panchayath:**

a) As per report with estimate the estimated amount is Rs.15 lakhs. Tender approved amount is



Rs.13,70,413.70 as per measurement Book extract. The work included formation of drain, 110 Mtr concrete road in 1<sup>st</sup> cross, 150 mtr long concrete road in 2<sup>nd</sup> cross and formation of drain, along with repair of pot holes and leveling of roads. As per work order stipulated date of commencement was 2/3/15 and stipulated date of completion was 2/6/15. As per agreement the contractor was responsible for maintenance for one year from the date of completion. Contract price was Rs.13,70,413.70. As per contract certificate with the 1<sup>st</sup> and part bill, the measurement has been taken on 25/3/15 and it has been checked on 27/3/15. ~~The recording of measurement on a single day and check measurement on a single day create doubts regarding the entries in measurement book.~~ Considering the nature of work and the stretch of road it is quite improbable that on a single day measurement can be recorded and it can be checked. Measurement has been recorded in measurement Book No.4934 from page No.83 to 88. From comparison of measurement Book extract with schedule-B it is noticed that at Sl.No.7 there was a provision for fixing sign board. But as per measurement book extract the said work has not been carried out. Sl.No.8 in schedule-B provides specification for earth work in excavation for structures including setting out, construction of shoring and bracing, removal of stumps etc. In this regard the entries in measurement book is not clear and it is

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incomplete. The total amount shown is Rs.13,69,700/-  
On 27/4/15 Rs.12,33,890/- has been paid through  
cheque after statutory deductions.

- e) From the comparison of bill of quantities with details in contract certificates it can be noticed that the quantities as mentioned in those two documents vary with each other. Therefore, from the above variations it can be observed that the work has not been executed in accordance with estimate.
- f) The photographs showing the completed work do not disclose formation of drain as per estimate. Therefore, the allegations of the complainant regarding improper execution of work is substantiated.

**x.Improvement to Road from Kelabhagada Temple to Herate Road in Idakani Gram Panchayath of Mudigere Taluk:**

- e) As per report with estimate the execution of work included formation of 275 mtrs., long drain on both the sides of the road and applying bitumen on granular base to the road to the stretch of 515 mtrs. Estimated cost is Rs.10 lakhs. As per work order date of commencement of work was 2/3/2015 and stipulated date of completion was 2/6/15 with one year of maintenance. As per contract certificate measurement has been taken on 6/3/2015 in measurement book No.5294 from page No.1 to 5. The measurement has been checked on 12/3/15. It is to be observed that it is

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quite improbable that the measurement has been recorded in a single day and it has been checked on single day considering the nature of work and also the quantity of work.

- f) From comparison of schedule-B and measurement book extract it is noticed that quantity as recorded in measurement book with respect to Sl.No.2 to 6 is less compared to that specified in schedule-B. Sl.No.2 to 6 show specification regarding laying, spreading and compacting stone aggregates, providing and applying tack coat with bitumen emulsion, laying and rolling of open graded premix carpet and laying seal coat sealing ~~the voids in a bituminous surface to the specified levels.~~ Therefore, from the lesser quantity recorded in measurement book it can be observed that the road has not been applied with Tar as per approved specification thereby resulting in substandard work. An amount of Rs.7,92,160/- has been paid through cheque on 19/3/15.
- g) From comparison of quantity shown in contract certificate with that in bill of quantities, it can be observed that they are totally different. Whereas in the bill of quantities, quantity mentioned in Sl.No.2 to 7 are 115.88 cum, 115.88cum, 1545.00 cum, 1545.00 cum, 1545.00 Sqm and 30.09 cum, in contract certificate the quantity mentioned in Sl.No.2 to 7 are 114.98, 114.98, 1533.00, 1533.00, 1533.00, and 3862.00 respectively. Therefore, the quantity as specified in the bill of



quantities has not been used. From the above comparison there arises suspicion regarding the execution of work as per estimate and therefore there are grounds to believe that the work is of substandard quality. Though in the work order it is specifically stipulated that report has to be obtained from the competent quality inspection officer, no quality inspection report has been produced.

- h) The photographs do not make out that drains have been formed on both the sides of the road as per estimate.

#### **xi. Formation of concrete road near Kelajannapura**

##### **Karigowda's old house.**

- d) As per report with estimate the estimation is for Rs.3 lakhs. The work included forming mud drain on both the sides of the road of 95 mtr long and for construction of concrete road. In the agreement neither the date of agreement nor the stipulated date of commencement and completion of work have been recited. As per contract certificate with 1<sup>st</sup> and final bill, the measurement has been taken on 30/3/15 and it has been checked on the same day. Out of the total amount of Rs.2,98,090/- after statutory deduction an amount of Rs.2,67,710/- has been paid through cheque on 20/5/15. Work order, and completion certificate have not been produced. It seems improbable that the entire measurement has been recorded on a single day and



check measurement has also been recorded on the same day. From the comparison of measurement book extract with estimate it is noticed that measurement as shown in estimate is same as entered in measurement book, except a slight variation in Sl.No.2 and 4. In Sl.No.2 in estimate, quantity is shown as 21.38 cum., in measurement book it is shown as 21.37 cum. Similarly with respect to Sl.No.4 the quantity is shown as 14.25 cum in estimate and 14.24 cum., in M.B. Therefore, it can be observed that entries have been made in contract certificate only for making payment to the contractor. Infact from the documents produced by the enquiry officer the date of commencement or the date of completion cannot be made out.

- e) From the photographs it cannot be made out that drains and concrete road have been formed as stipulated in contract. Quality inspection report has not been produced. Even according to the report of TAC in relation to the present work it can be noticed that he has also observed that the road was not in a level and concrete jellies were seen (ತಗ್ಗು ದಿಣ್ಣೆಗಳಿಂದ ಮತ್ತು ಒರಟಾದ ಮೇಲ್ಮೈಯಿಂದ ಅಲ್ಲಲ್ಲಿ ಕಾಂಕ್ರೀಟ್‌ನ ಜಲ್ಲಿಗಳು ಎದ್ದುಬಂದಿರುವುದು, ರಸ್ತೆಯ ಬದಿಗಳು ಕಿತ್ತುಬಂದಿರುವುದನ್ನು ಗಮನಿಸಿರುತ್ತೇನೆ). He has also observed that there were pot holes (ಉಬ್ಬುತಗ್ಗು) at the time of inspection. He has opined that substandard work has been carried out as alleged in the complaint.



- f) In fact in the comments the DGOs have contended that the outer surface of the road seems to have been damaged due to the movement of 20-25 ton loaded vehicles. Therefore, even the DGOs have conceded that the road had already been damaged at the time of inspection by TAC. Therefore, the above documents and the report of TAC substantiate the allegations of the complainant that the work has not been executed as per estimate.

**xii.Improvement to Daradahalli – Maggalamakki Road:**

- c) As per report with estimate, the work included construction of drain on both the sides of the road, filling up of pot holes and applying tack coat with bitumen emulsion. From comparison of the bill of quantities and the contract certificate it is seen that there is total variation as regards the quantity specified and the quantity used. The agreement does not bear the date of execution and there is no document showing the date of commencement of work and date of completion of work. According to contract certificate the measurement has been recorded on 17/1/15 and it has been checked on 18/1/15. From comparison of measurement book extract with contract certificate it can be noticed that at Sl.No.2 the quantity is shown as 150, in contract certificate which provides for repair to pot holes and removal of loose material trimming of size, cleaning of surface by providing tack coat etc. But



in measurement book the quantity is shown as 80. Similarly Sl.No.6 provides for maintenance of earthen shoulder making up loose of material/irregularities on shoulders etc. The quantity is shown as 574, but in measurement book extract it is shown as 581. The payment has been made on 9/2/15.

- d) The photographs do not show the formation of drain of 285 mtrs on the side of the road as per estimate. The quantity relating to providing and applying tack coat with bitumen emulsion on the prepared granular surfaces as per specification was 855, but in the contract certificate the quantity is shown as 831. Similarly, there is variation with regard to specification at Sl.No.4, 5 and 6 in between the bill of quantity and the contract certificate. Therefore, the allegation of the complainant that the work is of substandard quality seems probable. No quality inspection report has been produced. The agreement and contract certificate create a doubt as to whether those documents have been prepared just for the purpose of documentation.

**xiii.Improvement to Chikkahalla Sattihalli Road of Hesgal Gram Panchayath:**

- e) As per work order the date of commencement of work was 6/3/15 and the date of completion was 6/6/15. The estimated amount is Rs.15 lakhs. The tender approved amount is Rs.14,79,859.65. As per report with estimate the work included filling of pot holes and

construction of drain where ever necessary by the side of the 500 mtrs long road, gravel casing on both the sides of the road where ever necessary and applying prime coat with bitumen emulsion on prepared surface of granular base to the stretch of 600 mtrs. The date of completion is shown as 13/4/15 as per completion certificate. 2 contract certificates have been produced consisting of 1<sup>st</sup> and part bill and final bill. As per the contract certificate with 1<sup>st</sup> and part bill, the measurement has been taken on 13/3/15 and checked on 16/3/15. As per the contract certificate with final bill the measurement has been taken on 13/6/15 and it has been checked by AEE on 14/6/15. In the 2<sup>nd</sup> contract certificate the figures relating to total cost have been over written. There is variance in quantity in between the bill of quantities and the contract certificate with respect to Sl.No.1 to 3.

- f) As per M.B. extract in 1<sup>st</sup> and part bill from page No.8 to 12 recording of measurement has commenced from Sl.No.4. Therefore, there arises doubt as regards the execution of work relating to Sl.No.1 to 3 as mentioned in bill of quantities. Sl.No.1 to 3 provided for construction of unlined surface drains, repair to pot holes and built up spray grout. According to the said measurement book extract all those measurements have been recorded on 13/3/15 and it has been checked on 16/3/15.



g) Measurement book extract of 2<sup>nd</sup> and final bill has been produced. The measurement has been recorded on 13/6/15 in page No.17 to 21. Measurement has been checked on 14/6/15. In the said 2<sup>nd</sup> and final bill measurement has been recorded with respect to Sl.No.1 to 3 of schedule-B. Whereas in schedule-B the quantity of Sl.No.1 to 3 are shown as 600 mtr, 150 sq.mtr and 150 sq.mtr, in measurement book the quantities are recorded as 750 mtr, 138.83 sq.mtr, and 138.83 sq.mtr., respectively. Therefore, there arises serious doubt regarding the genuineness of entries in measurement book.

~~h) The photographs do not show the construction of fresh drain on the side of the roads. They do not also show gravel casing on the side of the road as per estimate. The estimated amount is Rs.15 lakhs. No documents have been produced to show that tender was invited or KTPP Rules were followed while executing the above work.~~

**xiv. Improvement to road from Suggimandi to K.M.Road:**

c) As per report with estimate (ಏರಡಿ) the work included formation of drain of 400 mtrs on both the sides of the road, to apply gravel on both the sides of the road, to repair the road to the stretch of 300 mtrs. Wherever necessary and for applying bitumen to the stretch of 175 mtr of road. The estimated amount is Rs.3 lakhs.





Tender approved amount as per measurement book is Rs.2,96,804/-. As per technical verification report, it was a piece work contract given to the Contractor Mohammad Tameez. Agreement does not disclose either the date of execution of agreement, the date of commencement or the period stipulated for completion. As per contract certificate, measurement has been recorded on 16/4/15 in M.B.No.5282 from page No.14-17, the check measurement has been recorded on 22/4/15. The entries made in measurement book are identical with that mentioned in schedule-B. However in measurement book at Sl.No.16 quantity which was entered as 31.50 cum has been rounded off and written as 31.00 cum. and the total amount entered as Rs.5515.00 has been rounded off and rewritten as Rs.5427.00. The payment of Rs.2,65,670/- has been paid through cheque on 16/5/15.

- d) No completion certificate and work order are produced. From comparison of estimate with bill details mentioned in contract certificate it can be observed that the bill details in contract certificate is nothing but replica of schedule-B. However, with regard to Sl.No.6 the cost shown as 5515.00 has been rounded off and written as 5427.00. The total amount written as Rs.2,96,804.00 has been rounded off and written as Rs.2,96,700/-.

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The photographs do not show the construction of drain on either side of the road. Similarly the photographs do not show applying of gravel on either side of the road. On the other hand photos show that the road had already been damaged (ರಸ್ತೆ ಅಲ್ಲಲ್ಲಿ ಕಿತ್ತುಹೋಗಿರುವುದು ಕಂಡುಬರುತ್ತದೆ). According to contract certificate the measurement has been taken on a single day and it has been checked on a single day which seems quite improbable.

Thereby, you DGO-1 to DGO-6 have committed dereliction of duty and have failed to maintain absolute ~~integrity and devotion to duty, the act of which is~~ unbecoming of a Government Servant and you DGOs have committed misconduct as enumerated under Rule 3(1) of Karnataka Civil Services (Conduct) Rules, 1966.

### **ANNEXURE No.II**

#### **STATEMENT OF IMPUTATIONS OF MISCONDUCT**

3. On the basis of complaint filed by Sri.G.J.Krishnamurthy S/o.Giddegowda, Kaskebylu, Gonibeedu, Mudigere Taluk, Chikmagalur District, (hereinafter referred to as 'Complainant'), against (1) Sri.Channabasappa, Assistant Executive Engineer, (2) Sri.Nagaraju, Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere Taluk, Chikmagalur

District. (3) Rajesh, Executive Engineer, and (4) Sri.C.R.Umeshappa, the then Executive Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikmagalur District, (5) Sri.Shivasharanappa C. Aladi, Junior Engineer (6) Sri.H.R.Nataraj, Junior Engineer (7) Sri.Veerappa Sadeppa Ugakhoda, Junior Engineer, and (8) Sri.Thyagaraj, Assistant Enginere, Panchayath Raj Engineering Sub-Division, Mudigere, (hereinafter referred to as 'Respondent No.1 to 8 respectively') an investigation under Section 9 of the Karnataka Lokayukta Act, 1984 was taken up.

4. The complainant has alleged that on 16/3/2013 an amount of Rs.3.33 lakhs was released for repairing existing roads and construction of new roads in Mudigere Taluk. It is alleged that the respondents have fabricated the documents without properly executing the works and thereby caused financial loss to the Government.

5. The same complainant filed another complaint in MYS-225/2015 against the above respondent No.1 and 2 making same allegations and further alleging that as per rules without inviting tenders works have been entrusted to the relatives of MLA and MLCs. It is further alleged that showing different names to the same road the respondents have misappropriated the amount.

6. The complainant has also filed complaint in MYS-469/16 and in Form No.1 he has made allegations with

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respect to the misuse of amount released towards improvements of roads in Mudigere Taluk. It is further alleged that in Anajuru village 5-6 wells have been dug adjacent to the river and there is no sufficient water in the wells since they have been dug adjacent to each other.

7. Hence, all the 3 complaints have been clubbed as per the order dt.12/1/2018.

8. The respondent No.1 and 2 have filed comments denying the allegations made in the complaint.

9. Respondent No.3 to 8 have been impleaded subsequently. Respondent No.3 in his comments has submitted that he was the incharge Executive Engineer of Panchayath Raj Engineering Sub-Division, Chikmagalur from 20/8/14 to 16/9/14. Therefore, he has not participated in execution of any of the above 8 works.

10. Respondent No.4 in his comments has submitted that he was the incharge Executive Engineer of Panchayath Raj Engineering Division, Chikmagalur from 17/9/14 to 29/10/14 and that he was not incharge of any of the above 8 works.

11. The respondent No.5 to 8 have also submitted their comments which are available in the records which have been received in this office on 29/11/2016 in MYS-3148/2015. They have submitted that the works

executed by them respectively are as per estimate and there is no financial misappropriation and the works are not of substandard quality.

12. The TAC, Karnataka Lokayukta was directed to enquire and submit report. Accordingly report has been submitted with documents. From the scrutiny of the report and documents submitted in MYS-3148/15 and MYS.225/15 following observations can be made:

13. In the report the enquiry officer has noted that he selected 8 works from 5 remote Hoblies for inspection and has submitted the report with respect to those 8

works which are as below:

ಕಾಮಗಾರಿಯ ಹೆಸರು	ಅಂ.ಮೊತ್ತ	ಗುತ್ತಿಗೆ ಮೊತ್ತ	ನಿರ್ವಹಿಸಿದ ಅವಧಿ/ಶಾಖಾಧಿಕಾರಿ	ನಿರ್ವಹಿಸಿದ ಮುಖ್ಯ ಅಂಶಗಳು	ಮಾಡಿದ ರೀತಿ
ಅಣಜುಗುಡ್ಡ ಕುಡಿಯುವ ನೀರು ಸರಬರಾಜು ಕೆಲಸ	ರೂ.12 ಲಕ್ಷ	ರೂ.10.33 ಲಕ್ಷ	11.08.2014-31.03.2015 ಆರ್.ನಾಗರಾಜ್ ಕೆ.ಇಂ.	2 ತೆರೆದಬಾವಿ ನಿರ್ಮಿಸಿ, ವೈಕುಂಠ ಅಳವಡಿಸಿ, ಪಂಪ್ ಹೌಸ್	ಬೆಂಚರ್
ಮರಸಹಿಗ-ಗಾಳಿಗಂಡಿ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ	ರೂ.10 ಲಕ್ಷ	ರೂ.08.91 ಲಕ್ಷ	17.01.2015-10.02.2015 ವೀರಪ್ಪ ಉಗರಪೋಡ	484 ಮೀ.ಉದ್ದಕ್ಕೆ ಗ್ರೇಡ್ 2&3 ಜಲ್ಲಿ ಪದರ ಮತ್ತು ಡಾಂಬರೀಕರಣ	ಬೆಂಚರ್
ಕಳಸ-ಹೊರನಾಡು ರಸ್ತೆಯಿಂದ ವಿವೇಕಾನಂದ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ	ರೂ.15 ಲಕ್ಷ	ರೂ.13.70 ಲಕ್ಷ	05.03.2015-25.03.2015 ವೀರಪ್ಪ ಉಗರಪೋಡ	303.90 ಮೀ. ಉದ್ದಕ್ಕೆ ರಸ್ತೆ ಯನ್ನು ಸಮತಟ್ಟುಗೊಳಿಸಿ ಎಂ. 30 ಸಿ.ಸಿ. ಕಾಂಕ್ರೀಟ್ ಅಳವಡಿಕೆ	ಬೆಂಚರ್
ಇಡಕೆ ಗ್ರಾಮ ಪಂಚಾಯ್ತಿ ಕೆಳಭಾಗ ದೇವನಾಥನ-ಹೆರಡೆ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ	ರೂ.10 ಲಕ್ಷ	ರೂ.09.10 ಲಕ್ಷ	02.03.2015-02.06.2015 ಜಿ.ವಿ.ತ್ಯಾಗರಾಜು	1538 ಮೀ. ಉದ್ದಕ್ಕೆ ರಸ್ತೆಯನ್ನು ಸಮತಟ್ಟುಗೊಳಿಸಿ ಡಬ್ಲ್ಯೂ.ಎಂ.ಎಂ. ಪದರ ಹಾಗೂ ಡಾಂಬರೀಕರಣ ಪದರದ ಅಳವಡಿಕೆ	ಬೆಂಚರ್
ಕೆಳಜನ್ನಾಪುರ ಕೆರಿಗೊಡೆ ಹಳೇಮ ಹತ್ತಿರ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ	ರೂ.03 ಲಕ್ಷ	ರೂ.03.00 ಲಕ್ಷ	05.03.2015-30.03.2015 ಆರ್.ನಾಗರಾಜ್ ಕೆ.ಇಂ.	303.90 ಮೀ. ಉದ್ದಕ್ಕೆ ರಸ್ತೆಯನ್ನು ಸಮತಟ್ಟುಗೊಳಿಸಿ ಎಂ-30 ಸಿ.ಸಿ. ಕಾಂಕ್ರೀಟ್ ಪದರ ಅಳವಡಿಕೆ	ತುಂಡುಗುತ್ತಿಗೆ
ದಾರದಹಳ್ಳಿ-ಮುಗ್ಗಲ ಮಕ್ಕಿ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ	ರೂ.03 ಲಕ್ಷ	ರೂ.03.00 ಲಕ್ಷ	02.01.2015-17.08.2015 ಶಿವಶರಣಪ್ಪ ಸಿ ಅಲದಿ	277 ಮೀ. ಉದ್ದಕ್ಕೆ ಗ್ರೇಡ್ 2&3 ಜಲ್ಲಿ ಪದರ ಮತ್ತು ಡಾಂಬರೀಕರಣ	ತುಂಡುಗುತ್ತಿಗೆ
ಹೆಸಗಲ್ ಗ್ರಾಪಂ ನ ಚಿಕ್ಕಹಳ್ಳಿ-ಸತ್ತೀಹಳ್ಳಿ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ	ರೂ.15 ಲಕ್ಷ	ರೂ.14.79 ಲಕ್ಷ	06.03.2015-13.04.2015	600 ಮೀ. ಉದ್ದಕ್ಕೆ ಗ್ರೇಡ್ 2&3 ಜಲ್ಲಿ ಪದರ ಮತ್ತು ಡಾಂಬರೀಕರಣ	ಬೆಂಚರ್

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			ಎಚ್.ಆರ್.ನಟರಾಜ್		
ಸುಗ್ಗಿಮಂದಿ ರಸ್ತೆ ಯಿಂದ ಕೆ.ಎಂ.ರಸ್ತೆ ವರೆಗೆ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ	ರೂ.03 ಲಕ್ಷ	ರೂ.3.00 ಲಕ್ಷ	20.02.2015-16.04.2015 ಎಚ್.ಆರ್.ನಟರಾಜ್	175 ಮೀ. ಉದ್ದಕ್ಕೆ ಗ್ರೇಡ್ 2&3 ಜಲ್ಲಿ ಪದರ ಮತ್ತು ಡಾಂಬರೀಕರಣ	ತುಂಡುಗುತ್ತಿಗೆ

14. In the report Enquiry Officer has opined that except the work “formation of road near Kelajannapura-Karigowda’s Halemane”, all other works have been executed as per Government Rules and the quality is maintained as per the estimate.

15. In the rejoinder the complainant has reiterated his complaint allegations.

16. From the perusal of the documents produced by the Enquiry Officer following discrepancies are found in each of the above mentioned works:

**xv. Providing piped water surface scheme to Chinniga Anajuru in Chinniga Gram Panchayath:** The copies of following documents are produced.

(d) Work order, agreement with schedule-B, estimate, check list, case sheet, abstract and estimate, chart design, measurement book No.12755 from page No.4 to 9, photographs.

(e) As per work order the work had to be commenced immediately and stipulated period for completion is shown as 4 months. The work order is dt.11/8/14. The estimated cost is Rs.12 lakhs and approved tender amount is Rs.10,33,682.97. Even in the agreement date of



commencement of work is not mentioned. Even the date of execution of agreement is left blank. As per estimate, work, included sinking of 2 open wells, construction of pump house, and laying of pipe line to the stretch of 970 mtrs. Even in the check list, stipulated date of commencement and stipulated date of completion are not mentioned. Exact place proposed for execution of work is not mentioned with its longitude and latitude in face sheet. Contract certificate and completion certificate are not produced. In page No.4 to 9 of measurement Book No.12755 it is stated that the details of 1<sup>st</sup> and part bill have been entered in measurement book No.4388. ~~However, the said measurement book No.4388 has not~~ been produced. As per page No.4 to 9 of M.B.No.12755, the date on which measurement has been recorded is mentioned as 30/3/15. Even the check measurement is taken on 30/3/15. Considering the quantity of work and the stretch of pipe line directed to be laid down, it is improbable that measurement can be recorded and even check measurement can be taken on a single day.

- (f) From comparison of measurement book extract with schedule-B it is seen that there are variations regarding the quantity and the measurement in between the said two documents. Measurement book extract discloses that quantity mentioned with respect to Sl.No.1, 2, 3, 4, 5 vary with that mentioned in schedule-B. Half of the quantity shown in schedule-B has been recorded in measurement book. Further in Sl.No.12 and 13 of B-schedule there is

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specification for erection of RCC hume pipe pump house/cistern and RCC hume pipes circular pump house of one number each. But no photographs have been produced to show the construction of said pump houses. Therefore from the above variation in quantity from Sl.No.1 to 5 there arises doubt regarding the sinking of two open wells under the said project. As per the said measurement book extract the bill for Rs.6,00,448/- has been passed on 31/3/15.

- (g) From the photographs it cannot be made out that they pertain to 2 wells and pump house. This suspicion gets strengthened from the recitals in a mahazar which is ~~available in the complaint in MYS 3148/2015 wherein it is~~ stated that at the time of spot inspection 2 wells were found, one which has been dug about 3-4 years back and another drilled about 10-12 years back. A photograph has been produced as the name board of the said project, but from the perusal of the same it is seen that it is a name board relating to construction of bus shelter at Anajur Village. Therefore the opinion of the Enquiry Officer that the above work has been executed as per approved estimate cannot be accepted. From the report of TAC and also the Contract certificate it can be made out that the respondent No.2 Nagaraj, J.E, was the officer incharge of the said work. The said work is not found in the list of approved projects under improvement of roads under MLA and MLC funds for the year 2014-15.



**xvi. Improvement to Marasanige-Galigandi Road:**

Following copies of documents have been produced with respect to execution of the above work.

- a) Estimate, chart, work order, bill of quantities, completion certificate, contract certificate, measurement Book extract and photographs.
- b) As per estimate the work included formation of mud drain, removal of jungle growth on both the sides of the road to the stretch of 500 mtrs, and re-tarring of the road to the stretch of 480 mtrs., after spreading jelly. Estimated cost is Rs.10 lakhs. Tender approves amount is Rs.8,91,679.96. As per work order the stipulated date of commencement of work was 14/1/15 and stipulated date of completion was 15/4/15 with one year of maintenance from the date of completion of work. In the completion certificate the date of commencement and the date of completion have been left blank. Sri.Veerappa, Junior Engineer and Sri.R.N.Channabasappa, AEE were the engineers who were incharge of the work as per completion certificate.
- c) As per contract certificate the 1<sup>st</sup> and final bill measurement is taken on 10/2/15, in measurement book No.5290 recorded in pages 12 to 17 and it has been checked on 12/2/15. Considering the nature and quantity of work it can be observed that it is improbable to record the measurement on a single day and to check measure the same on a single day.



- d) From the comparison of measurement book extract and estimate it can be observed that in Sl.No.1 quantity is shown as 0.900 Hec. However, as per entry in measurement book quantity is shown as 0.680 Hec. Therefore, it can be gathered that jungle growth has not been cleared to the extent as specified in estimate.
- e) An amount of Rs.7,96,450/- has been paid on 23/2/15 after statutory deductions. From the comparison of quantity as mentioned in the contract certificate with the 1<sup>st</sup> and final bill with that mentioned in bill of quantities, it is noticed that there are variations. Quality inspection report is not produced, though there is a specific stipulation in this regard in the work order.

Though the contractor was responsible for maintenance for a period of one year from the date of completion, on 23/2/2015 as per contract certificate with the 1<sup>st</sup> and final bill, the entire amount has been paid (excluding the statutory deductions). Since there are variations in between the bill of quantities and the contract certificate regarding the various quantities of items utilized, there arises suspicion regarding the quality of work executed. Therefore, from the non-production of quality inspection report an adverse inference has to be drawn. No photographs showing formation of drain as per estimate has been produced. Therefore, it becomes clear that the work has not been executed as per approved estimate.



**xvii. Improvement to road from Kalasa-Horanadu road to Vivekananda Road in Kalasa Gram Panchayath:**

With regard to the above work the following copies of documents have been produced.

g) Estimate, chart, work order, agreement, bill of quantities, contract certificate, measurement Book extract and photographs.

h) As per report with estimate the estimated amount is Rs.15 lakhs. Tender approved amount is Rs.13,70,413.70 as per measurement Book extract. The work included formation of drain, 110 Mtr concrete road in 1<sup>st</sup> cross, 150 mtr long concrete road in 2<sup>nd</sup> cross and formation of ~~drain, along with repair of pot holes and leveling of roads.~~

As per work order stipulated date of commencement was 2/3/15 and stipulated date of completion was 2/6/15. As per agreement the contractor was responsible for maintenance for one year from the date of completion. Contract price was Rs.13,70,413.70. As per contract certificate with the 1<sup>st</sup> and part bill, the measurement has been taken on 25/3/15 and it has been checked on 27/3/15. The recording of measurement on a single day and check measurement on a single day create doubts regarding the entries in measurement book. Considering the nature of work and the stretch of road it is quite improbable that on a single day measurement can be recorded and it can be checked. Measurement has been recorded in measurement Book No.4934 from page No.83 to 88. From comparison of measurement Book extract



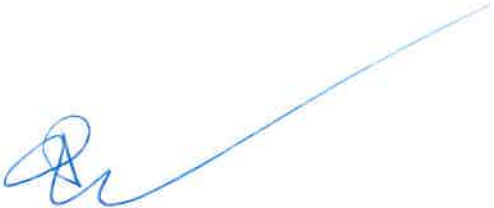


with schedule-B it is noticed that at Sl.No.7 there was a provision for fixing sign board. But as per measurement book extract the said work has not been carried out. Sl.No.8 in schedule-B provides specification for earth work in excavation for structures including setting out, construction of shoring and bracing, removal of stumps etc. In this regard the entries in measurement book is not clear and it is incomplete. The total amount shown is Rs.13,69,700/- On 27/4/15 Rs.12,33,890/- has been paid through cheque after statutory deductions.

- i) From the comparison of bill of quantities with details in contract certificates it can be noticed that the quantities ~~as mentioned in these two documents vary with each~~ other. Therefore, from the above variations it can be observed that the work has not been executed in accordance with estimate.
- j) The photographs showing the completed work do not disclose formation of drain as per estimate. Therefore, the allegations of the complainant regarding improper execution of work is substantiated.

**xviii. Improvement to Road from Kelabhagada Temple to Herate Road in Idakani Gram Panchayath of Mudigere Taluk:** Following copies of documents are produced.

- i) Estimate, chart, work order, agreement with schedule-B, contract certificate, measurement book extract and photographs.





- j) As per report with estimate the execution of work included formation of 275 mtrs., long drain on both the sides of the road and applying bitumen on granular base to the road to the stretch of 515 mtrs. Estimated cost is Rs.10 lakhs. As per work order date of commencement of work was 2/3/2015 and stipulated date of completion was 2/6/15 with one year of maintenance. As per contract certificate measurement has been taken on 6/3/2015 in measurement book No.5294 from page No.1 to 5. The measurement has been checked on 12/3/15. It is to be observed that it is quite improbable that the measurement has been recorded in a single day and it has been checked on single day considering the nature of work and also the quantity of work.
- k) From comparison of schedule-B and measurement book extract it is noticed that quantity as recorded in measurement book with respect to Sl.No.2 to 6 is less compared to that specified in schedule-B. Sl.No.2 to 6 show specification regarding laying, spreading and compacting stone aggregates, providing and applying tack coat with bitumen emulsion, laying and rolling of open graded premix carpet and laying seal coat sealing the voids in a bituminous surface to the specified levels. Therefore, from the lesser quantity recorded in measurement book it can be observed that the road has not been applied with Tar as per approved specification thereby resulting in substandard work. An amount of



Rs.7,92,160/- has been paid through cheque on 19/3/15.

- l) From comparison of quantity shown in contract certificate with that in bill of quantities, it can be observed that they are totally different. Whereas in the bill of quantities, quantity mentioned in Sl.No.2 to 7 are 115.88 cum, 115.88cum, 1545.00 cum, 1545.00 cum, 1545.00 Sqm and 30.09 cum, in contract certificate the quantity mentioned in Sl.No.2 to 7 are 114.98, 114.98, 1533.00, 1533.00, 1533.00, and 3862.00 respectively. Therefore, the quantity as specified in the bill of quantities has not been used. From the above ~~comparison there arises suspicion regarding the~~ execution of work as per estimate and therefore there are grounds to believe that the work is of substandard quality. Though in the work order it is specifically stipulated that report has to be obtained from the competent quality inspection officer, no quality inspection report has been produced.
- m) The photographs do not make out that drains have been formed on both the sides of the road as per estimate.

**xix. Formation of concrete road near Kelajannapura Karigowda's old house:** With regard to the above work following copies of documents have been produced.



- g) Estimate, chart, agreement, bill of quantities, contract certificate, the 1<sup>st</sup> and final bill, measurement book extract and photographs.
- h) As per report with estimate the estimation is for Rs.3 lakhs. The work included forming mud drain on both the sides of the road of 95 mtr long and for construction of concrete road. In the agreement neither the date of agreement nor the stipulated date of commencement and completion of work have been recited. As per contract certificate with 1<sup>st</sup> and final bill, the measurement has been taken on 30/3/15 and it has been checked on the same day. Out of the total amount of ~~Rs.2,98,090/- after statutory deduction an amount of~~ Rs.2,67,710/- has been paid through cheque on 20/5/15. Work order, and completion certificate have not been produced. It seems improbable that the entire measurement has been recorded on a single day and check measurement has also been recorded on the same day. From the comparison of measurement book extract with estimate it is noticed that measurement as shown in estimate is same as entered in measurement book, except a slight variation in Sl.No.2 and 4. In Sl.No.2 in estimate, quantity is shown as 21.38 cum., in measurement book it is shown as 21.37 cum. Similarly with respect to Sl.No.4 the quantity is shown as 14.25 cum in estimate and 14.24 cum., in M.B. Therefore, it can be observed that entries have been made in contract certificate only for making payment to



the contractor. Infact from the documents produced by the enquiry officer the date of commencement or the date of completion cannot be made out.

- i) From the photographs it cannot be made out that drains and concrete road have been formed as stipulated in contract. Quality inspection report has not been produced. Even according to the report of TAC in relation to the present work it can be noticed that he has also observed that the road was not in a level and concrete jellies were seen (ತಗ್ಗು ದಿಣ್ಣೆಗಳಿಂದ ಮತ್ತು ಒರಟಾದ ಮೇಲ್ಮೈಯಿಂದ ಅಲ್ಲಲ್ಲಿ ಕಾಂಕ್ರೀಟ್‌ನ ಜಲ್ಲಿಗಳು ಎದ್ದುಬಂದಿರುವುದು, ರಸ್ತೆಯ ಬದಿಗಳು ಕಿತ್ತುಬಂದಿರುವುದನ್ನು ಗಮನಿಸಿರುತ್ತೇನೆ). He has also observed that there were pot holes (ಉಜ್ಜುತನು) at the time of inspection. He has opined

that substandard work has been carried out as alleged in the complaint.

- j) In fact in the comments the respondents have contended that the outer surface of the road seems to have been damaged due to the movement of 20-25 ton loaded vehicles. Therefore even the respondents have conceded that the road had already been damaged at the time of inspection by TAC. Therefore, the above documents and the report of TAC substantiate the allegations of the complainant that the work has not been executed as per estimate.

**xx. Improvement to Daradahalli - Maggalamakki**

**Road:** The copies of following documents have been produced.

- e) Estimate, sketch, contract certificate with 1<sup>st</sup> and final bill, approval for piece work contract, agreement, schedule-B, measurement book extract and photographs.
- f) As per report with estimate, the work included construction of drain on both the sides of the road, filling up of pot holes and applying tack coat with bitumen emulsion. From comparison of the bill of quantities and the contract certificate it is seen that there is total variation as regards the quantity specified and the quantity used. The agreement does not bear the date of execution and there is no document showing the ~~date of commencement of work and date of completion~~ of work. According to contract certificate the measurement has been recorded on 17/1/15 and it has been checked on 18/1/15. From comparison of measurement book extract with contract certificate it can be noticed that at Sl.No.2 the quantity is shown as 150, in contract certificate which provides for repair to pot holes and removal of loose material trimming of size, cleaning of surface by providing tack coat etc. But in measurement book the quantity is shown as 80. Similarly Sl.No.6 provides for maintenance of earthen shoulder making up loose of material/irregularities on shoulders etc. The quantity is shown as 574, but in measurement book extract it is shown as 581. The payment has been made on 9/2/15.



g) The photographs do not show the formation of drain of 285 mtrs on the side of the road as per estimate. The quantity relating to providing and applying tack coat with bitumen emulsion on the prepared granular surfaces as per specification was 855, but in the contract certificate the quantity is shown as 831. Similarly there is variation with regard to specification at Sl.No.4, 5 and 6 in between the bill of quantity and the contract certificate. Therefore the allegation of the complainant that the work is of substandard quality seems probable. No quality inspection report has been produced. The agreement and contract certificate create a doubt as to whether these documents have been prepared just for the purpose of documentation.

**xxi. Improvement to Chikkahalla Sattihalli Road of Hesgal Gram Panchayath:** The following copies of documents have been produced:

- i) Estimate, sketch, work order, agreement, bill of quantities, completion report, contract certificate with SPR No.160 dt.19/7/2015, another contract certificate with 1<sup>st</sup> and part bill with SPR No.415 dt.16/3/15 and some photographs,
- j) As per work order the date of commencement of work was 6/3/15 and the date of completion was 6/6/15. The estimated amount is Rs.15 lakhs. The tender approved amount is Rs.14,79,859.65. As per report with estimate the work included filling of pot holes and



construction of drain where ever necessary by the side of the 500 mtrs long road, gravel casing on both the sides of the road where ever necessary and applying prime coat with bitumen emulsion on prepared surface of granular base to the stretch of 600 mtrs. The date of completion is shown as 13/4/15 as per completion certificate. 2 contract certificates have been produced consisting of 1<sup>st</sup> and part bill and final bill. As per the contract certificate with 1<sup>st</sup> and part bill, the measurement has been taken on 13/3/15 and checked on 16/3/15. As per the contract certificate with final bill the measurement has been taken on 13/6/15 and it has been checked by AEE on 14/6/15. In the 2<sup>nd</sup> contract certificate the figures relating to total cost have been over written. There is variance in quantity in between the bill of quantities and the contract certificate with respect to Sl.No.1 to 3.

- k) As per M.B. extract in 1<sup>st</sup> and part bill from page No.8 to 12 recording of measurement has commenced from Sl.No.4. Therefore, there arises doubt as regards the execution of work relating to Sl.No.1 to 3 as mentioned in bill of quantities. Sl.No.1 to 3 provided for construction of unlined surface drains, repair to pot holes and built up spray grout. According to the said measurement book extract all those measurements have been recorded on 13/3/15 and it has been checked on 16/3/15.



l) Measurement book extract of 2<sup>nd</sup> and final bill has been produced. The measurement has been recorded on 13/6/15 in page No.17 to 21. Measurement has been checked on 14/6/15. In the said 2<sup>nd</sup> and final bill measurement has been recorded with respect to Sl.No.1 to 3 of schedule-B. Whereas in schedule-B the quantity of Sl.No.1 to 3 are shown as 600 mtr, 150 sq.mtr and 150 sq.mtr, in measurement book the quantities are recorded as 750 mtr, 138.83 sq.mtr, and 138.83 sq.mtr., respectively. Therefore, there arises serious doubt regarding the genuineness of entries in measurement book.

~~m) The photographs do not show the construction of fresh drain on the side of the roads. They do not also show gravel casing on the side of the road as per estimate. The estimated amount is Rs.15 lakhs. No documents have been produced to show that tender was invited or KTPP Rules were followed while executing the above work.~~

**xxii. Improvement to road from Suggimandi to**

**K.M.Road:** The following xerox copies of documents have been produced.

e) Estimate, sketch, test report, technical verification report, agreement with schedule-B, contract certificate with 1<sup>st</sup> and final bill, measurement book extract and photographs.



- f) As per report with estimate (ಎರಡಿ) the work included formation of drain of 400 mtrs on both the sides of the road, to apply gravel on both the sides of the road, to repair the road to the stretch of 300 mtrs. Wherever necessary and for applying bitumen to the stretch of 175 mtr of road. The estimated amount is Rs.3 lakhs. Tender approved amount as per measurement book is Rs.2,96,804/-. As per technical verification report, it was a piece work contract given to the Contractor Mohammad Tameez. Agreement does not disclose either the date of execution of agreement, the date of commencement or the period stipulated for completion.

~~As per contract certificate, measurement has been~~  
recorded on 16/4/15 in M.B.No.5282 from page No.14-17, the check measurement has been recorded on 22/4/15. The entries made in measurement book are identical with that mentioned in schedule-B. However in measurement book at Sl.No.16 quantity which was entered as 31.50 cum has been rounded off and written as 31.00 cum. and the total amount entered as Rs.5515.00 has been rounded off and rewritten as Rs.5427.00. The payment of Rs.2,65,670/- has been paid through cheque on 16/5/15.

- g) No completion certificate and work order are produced. From comparison of estimate with bill details mentioned in contract certificate it can be observed that the bill details in contract certificate is nothing but replica of schedule-B. However, with regard to Sl.No.6



the cost shown as 5515.00 has been rounded off and written as 5427.00. The total amount written as Rs.2,96,804.00 has been rounded off and written as Rs.2,96,700/-.

- h) The photographs do not show the construction of drain on either side of the road. Similarly the photographs do not show applying of gravel on either side of the road. On the other hand photos show that the road had already been damaged (ರಸ್ತೆ ಅಲ್ಲಲ್ಲಿ ಕಿತ್ತುಹೋಗಿರುವುದು ಕಂಡುಬರುತ್ತದೆ). According to contract certificate the measurement has been taken on a single day and it has been checked on a single day which seems quite improbable.

17. From the scrutiny of the above documents produced by TAC it is made out that no copy of tender has been produced or no documents have been produced to show that provisions of KTPP Act have been complied with even in respect of projects with estimate cost exceeding Rs.5 lakhs. From the nonproduction of these documents the allegation of the complainant that without following rules, works have been entrusted to the relatives of interested persons cannot be ruled out.

18. As discussed above the documents like agreement are incomplete and relating to some works, work orders and completion certificates have not been produced. Therefore, it can be observed that documents have been prepared just to facilitate for payment to the contractors.



19. Variations, inconsistencies and alterations in between the bill of quantities and contract certificates with respect to quantities substantiate the allegations of the complainant that work is of substandard quality and that works have not been executed as per estimate. Photographs produced by TAC do not corroborate his opinion that except the formation of road near Kelajannapura Karigowda's house all other works have been executed as per estimate. Except with regard to the works "improvement of road from Kalasa-Horanadu road to Vivekananda road and improvement of Hesgal Chikkahalli- Sattihalli road" no documents have been produced to show that quality inspection reports have been obtained prior to clearing final bills. Therefore, the comments offered by respondent No.1, 2, 5 to 8 cannot be accepted.

20. Respondent No.3 and 4 were impleaded subsequently on the basis of the TAC report that respondent No.3 was the Executive Engineer during execution of work i.e., formation of road near Kelajannapura Karigowda's Old house. Respondent No.3 has submitted in his comments that he was the incharge Executive Engineer of Panchayath Raj Engineering Sub-Division, Chikmagalur from 20/8/14 to 16/9/14 and he has handed over the charge to the respondent No.4. He has produced the copy of CTCs which show that he has received the charge on 20/8/14 and handed over the charge on 17/9/14.

Thus  
m/b

21. The respondent No.4 has submitted in his comments that he was the incharge Executive Engineer of Panchayath Raj Engineering Division, Chikmagalur from 17/9/14 to 29/10/14. From the agreement and contract certificate it is seen that neither respondent No.3 nor respondent No.4 were the Executive Engineers during the execution of said work. It is respondent No.1 who has signed the contract certificate as Assistant Executive Engineer and also as Executive Engineer. Therefore, it is to be observed that there is no role played by the respondent No.3 and 4 in execution of any of the above works.

22. Therefore, from the above discussion on various documents produced by T.A.C, it can be observed that there is dereliction of duty and lack of absolute integrity on the part of the respondent No.1, 2 and 5 to 8 who were the officers responsible for execution of the above 8 works as discussed above. Therefore, there are prima facie materials to proceed against the Respondent No.1, 2 and 5 to 8.

23. Therefore, acting under Section 12(3) of Karnataka Lokayukta Act, 1984, recommendation is made to the Competent Authority for initiating disciplinary proceedings against respondent (1) Sri.Channabasappa, Assistant Executive Engineer, (2) Sri.Nagaraju, Junior Engineer, (3) Sri.Shivasharanappa C. Aladi, Junior Engineer (4) Sri.H.R.Nataraj, Junior Engineer (5)





Sri.Veerappa Sadeppa Ugakhoda, Junior Engineer, and (6) Sri.Thyagaraj, Assistant Engineer, and to entrust the departmental inquiry to this authority under Rule 14-A of the Karnataka Civil Services (Classification, Control and Appeal) Rules, 1957.

Accordingly, Government entrusted the enquiry to the Hon'ble Upalokayukta under Rule 14-A of KCS (CCA) Rules. Hence, the charge.

**8.** Summons was issued along with copy of Article of Charges to DGO-1 to 6 and they appeared through UDS advocate to represent them in the enquiry and FOS was recorded. DGO-1 to 6 have denied the charges, pleaded not guilty and claimed to be tried. Enquiry was posted to file their objections/WS. VOR was complied.

**9.** DGO-1 to 6 have jointly submitted their written statement (comments) denying all the allegations made in the complaint and have denied the irregularities and misconduct alleged to have been committed by them in construction of project work like road, water supply particularly with regard to 4<sup>th</sup> AOC formation of concrete road near Kelajannapura Karigowda's old house. It is specifically contended that project work was completed as per the norms and the amount sanctioned of Rs.2,98,090/- and an amount of Rs.2,67,710/- was paid to the

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contractors through cheque and no irregularities have been committed.

**10.** It is specifically contended with regard to project work of concrete road near Kelajannapura Karigowda's old house i.e., AOC No.4 that, I.O. who visited to the above said construction of road, he did not conduct quality control test and did not pay attention to quality inspection report which was produced by them. Further project work of construction of road was completed in the year 2015 and he visited the same in the year 2017 after two years and many vehicles have plied on the said road particularly heavy motor vehicles, trucks, tractors, tankers, canters etc., and I.O./CW.2 has not collected afresh quality control report. He has only submitted report on the basis of apparent evidence of the road is not straight level and surface of the road was found to be in wears and tares and that should not been the basis of submitting the negative report relating to the quality construction of road and rest of the allegations have been denied and prayed for dropping the proceedings.

**11.** VOR was complied.

**12.** In order to prove the allegations made in the Article of Charges, the Disciplinary Authority has examined complainant as PW.1 and through him got marked Ex.P.1 to Ex.P.4 and I.O. as PW.2 and through



him got marked Ex.P.5 and Ex.P.6 and closed his side of evidence. After closure of the Disciplinary Authority, DGO-1 to 6 have examined DGO-1 as DW.1 and got marked Ex.D.1 to Ex.D.8. SOS was recorded and case was posted for questionnaire and questionnaire was recorded and case was posted for arguments.

**13.** Heard arguments of P.O. and advocate for DGOs have submitted written arguments and case was posted for submitting final report.

**14.** Following point arise for my consideration;

~~Whether the Charges leveled against~~  
 DGO-(1) Sri. Channabasappa, the then Assistant Executive Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (2) Sri. Nagaraju, the then Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (3) Sri. Shivasharanappa C Aladi, Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (4) Sri. H.R. Nataraj, the then Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (5) Sri. Veerapa Sadeppa Ugakhoda, Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere,

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Chikkamagaluru District and (6) Sri. Thyagaraj, Assistant Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District Sri. Mahalingappa, the then Panchayath Development Officer, Renukapura Grama Panchayath, Challakere Taluk, Chitradurga District, is proved by the Disciplinary Authority?

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

### **REASONS**

16. P.O. in order to substantiate the allegations made in the complaint has examined complainant as PW.1 and he stated in his evidence that he lodged a complaint relating to misconduct committed by DGOs which was sanctioned in the year 2013 relating to supply of water project and lifting of water, repairs of roads, drainage etc. In this regard, he has produced relevant records marked at Ex.P.1 to Ex.P.4.

17. This witness has been cross examined by DGOs' advocate and effort has been made to elicit that he has not made any effort to complaint to the higher authorities of DGOs to rectify the irregularities. One Dy.S.P., had come to inspect the place of work. PW.1 has only a person who has made allegations and has only produced Ex.P.1 to



Ex.P.4 like his complaints Ex.P.1 to Ex.P.3 and one more complaint to Lokayuktha office marked at Ex.P.4.

**18.** Now the evidence of PW.2/I.O. who was appointed through Lokayuktha organization, TAC Section, Bangalore, is to be carefully read to find out the allegations to be true or false.

**19.** PW.2/I.O. then A.E.E. working in TAC Section of Lokayuktha office has stated that he was directed to conduct investigation and submitted report about construction of road, repairs, drainage, water supply etc., allegations relating to Anajuru village and others. In this regard he collected the records and came to know that during the year 2013-14 and 2014-15 an amount of Rs.Three Crores to Five Crores were allotted for the purpose of development of road, supply of water as mentioned in the complaint. In this regard, he gave adequate notice to DGO-1 to 6 and asked them to be present in Zilla Panchayath Sub-Division Office on 25/05/2017. All the DGOs were present and he inspected eight project works; (1) ಅಣಜೂರು ಗ್ರಾಮಕ್ಕೆ ಕುಡಿಯುವ ನೀರು ಸರಬರಾಜು ಕೆಲಸ. (2) ಮರಸಣಿಗೆ-ಗಾಳಿ ಗುಂಡಿ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ, (3) ಕಳಸ-ಹೊರನಾಡು ರಸ್ತೆಯಿಂದ ವಿವೇಕಾನಂದ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ, (4) ಇಡಕಣಿ ಗ್ರಾಮ ಪಂಚಾಯಿತಿ ಎಳಭಾಗ ದೇವಸ್ಥಾನ-ಹರಟೆ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ, (5) ಕೆಳಜನ್ನಾಪುರ ಕರಿಗೌಡ ಹಳೇಮನೆ ಹತ್ತಿರ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ, (6) ದಾರದಹಳ್ಳಿ-ಮಗ್ಗಲ ಮಕ್ಕಿ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ, (7) ಹೆಸಗಲ್ ಗ್ರಾ.ಪಂ. ಚಿಕ್ಕಹಳ್ಳಿ-ಸತ್ತಿಹಳ್ಳಿ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ, (8) ಸುಗ್ಗಿಮಂದಿ ರಸ್ತೆಯಿಂದ ಕೆ.ಎಂ.ರಸ್ತೆವರೆಗೆ ರಸ್ತೆ ಅಭಿವೃದ್ಧಿ.

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**20.** PW.2/I.O. has further stated that he closely examined the project reports and documents like MB book, estimations, bills passed, contractors records. On verification of the records, he came to know that except fifth AOC relating to formation of concrete road near Kelajannapura Karigowda's old house, rest of the allegations i.e., 1 to 4 and 6 to 8 of project works were not established and they were found to be correct. With regard to this, construction of road from Kelajannapura Karigowda's old house was found to be of sub-standard construction and it must have been completed two years back and was not found to be in straight level and surface of the road was found to be seen with wares and tares and jelly stones were seen to be exposed and both sides of the road of concrete was found to be damaged. For this, DGO-1 Channabasappa, DGO-2 Nagaraju AEE., are found to be responsible and did not find any sub-standard work carried out in remaining 1 to 4 and 6 to 8 project works. In this regard, he has submitted a report marked at Ex.P.5 and Ex.P.6.

**21.** In order to find out the credibility of the evidence of PW.2 his report marked at Ex.P.5 and Ex.P.6 is to be carefully read. Close perusal of these reports Ex.P.5 and Ex.P.6 discloses that he was directed to inspect into eight allegations made relating to Anajooru village to Suggimandi village. Accordingly he was able to find out

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that except Sl.No.5 i.e., road construction from Kelajannapura Karigowda's old house rest were found to be satisfactorily constructed as per the estimations, MB book, utilization of materials and payment of bills. With regard to this, concrete near road from Kelajannapura Karigowda's old house, he is of the opinion that an amount of Rs. Six lakhs was granted to construct 95-Mtrs length road and road was believed to have been constructed by DGO-1 and 2 along with another official and the road was found to be damaged here and there particularly on the surface as the road is situated in a down gradient direction and found to be two years old and jelly stones were seen to be exposed. In the end, it was found to be construction of sub-standard quality and rest were found to be satisfactorily constructed.

**22.** With regard to this Article of Charges, DGOs have filed a detail written statement and disputed the charge that the report of I.O./PW.2 is not based on technical violation. In the written statement, DGOs have specifically taken up contention with regard to the 5<sup>th</sup> AOC i.e., construction of concrete road near Kelajannapura Karigowda's old house that I.O. being A.E.E., has only submitted a report on the basis of the apparent conditions were seen on the road and he did not inspect the quality inspection report prepared earlier. He has not conducted quality inspection, so report of I.O. cannot be considered as an expert opinion or skill report that too submitted by A.E.E.

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**23.** With regard to this, the defence has cross examined PW.2 A.E.E., in which it is elicited that concrete road near Kelajannapura Karigowda's old house was granted with a fund of Rs.2,25,000/- and the said project was completed in the year 2015 and PW.2/I.O. inspected the road in the month of May 2017 i.e., after the lapse of two and half years. He admits that he did not find quality control test to examine the construction of the said road and number of pot-holes were not mentioned and admitted that several vehicles like tractors, trucks, tankers of villagers ply on the said road and must have passed on this road for the period of two years. Further admits that it may be possible that ~~because of delay inspection of two years of construction of~~ road. Further plying of several vehicles like trucks, tankers tractors road may get damaged and admits that the road is situated in down gradient direction. He admitted that he has not measured the land. In this regard, before completion of the road, Section Officer and Executive Engineer, measured the road and submit the report. He has not verified the discrepancies in the Measurement Book or the actual existence of the road constructed. Further specifically admits that he has verified the Estimation Book of Project and also Measurement Book and quality difference and he did not find any defects in the same and reproduced as under: “.....ಅಂದಾಜು ಪಟ್ಟಿಯಲ್ಲಿ ನಮೂದಿಸಿದ ಹಣ ಮತ್ತು ಅಳತೆ ಪುಸ್ತಕದಲ್ಲಿದ್ದ ಅಳತೆ ಮತ್ತು ಕಾಮಗಾರಿಯ ಗುಣಮಟ್ಟದ ವ್ಯತ್ಯಾಸವನ್ನು ಪರಿಶೀಲಿಸಿದ್ದೇನೆ. ಅಲ್ಲಿ ಯಾವುದೇ ಲೋಪದೋಷ ಕಂಡು ಬಂದಿಲ್ಲ.”



**24.** So the admissions made in the cross examination of PW.2 are sufficient to say that he did not find any discrepancies in the estimation of project work of road, MB book and he made quality construction document before completing the project. DGOs have also produced the records pertaining to the project work carried out by them. Particularly Ex.D.5 a document called as test report has been enclosed. It pertains to Kelajannapura Karigowda's old house road. Test report is enclosed pertaining to quality and quantity of raw-materials used for constructing of RCC road work of AOC No.5. It has been issued by Nodal Officer for Quality Control Lab and Technical Assistant, of P.R.EngineeringCircle, Mangalore. No apparent adverse remarks are seen in the quality test report which is part of Ex.D.5.

**25.** It is further pertinent to note that the Technical Officer who was appointed on behalf of Lokayuktha Organization should have conducted one more Quality Control Test process in order to come to ~~an~~<sup>a</sup> precise decision to say that the said road of Kelajannapura Karigowda's old house constructed by the then DGO-1 and 2 under their supervision not as per the specifications of estimation, MB Book, use of materials etc. A person like PW.2 A.E.E. submits the report stating that ordinary wears and tares were seen on the surface of the road and side edge of the road was seen damaged, jelly stones are exposed are

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not the reasons to arrive at a conclusion that the road construction was of sub-standard. It is also more important take note of the fact that the project work of road was completed in the year 2015 and the inspection by the I.O./PW.2 was conducted in May 2017 after almost two and half years of completion of the project work of construction of above said road and as admitted by him many vehicles of the villagers like tractors, trucks, tankers must have passed on the said road during 2 ½ years. So in support of report of PW.2 wakes this authority to believe that not worthy of consideration for not conducting quality control test afresh and it fails to inspire the confidence in the mind of Enquiry Authorities. So evidence of PW.1 is relating to 8 AOC, I.O. is of the opinion that 7-AOC allegations are not proved and only AOC No.5 is established against DGO-1 and 2. Because of the apparent bad condition of the disputed road which is not supported by satisfactory records and evidence.

**26.** Further as against DGO-3 to 5 I.O. report submitted in negative and with regard to AOC 1 and 2 though stated to have been established, but the reason assigned above makes this authority to arrive at a conclusion that report of I.O./PW.2 is not worthy of consideration and for want of technical examination of road like document Quality Control Test proceedings.

**27.** In view of elaborate discussion made above; this enquiry authority is constrained to hold that, the charges



leveled against DGO-1 to 6 are not established. Accordingly, it is found proper to answer the above point in the '**Negative**' and I proceed to record the following;

### **FINDINGS**

The Disciplinary Authority has not proved the charges leveled against the Delinquent Government Officials DGO-(1) Sri. Channabasappa, the then Assistant Executive Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (2) Sri. Nagaraju, the then Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (3) Sri. Shivasharanappa C Aladi, Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (4) Sri. H.R. Nataraj, the then Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District, (5) Sri. Veerapa Sadeppa Ugakhoda, Junior Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District and (6) Sri. Thyagaraj, Assistant Engineer, Panchayath Raj Engineering Sub-Division, Mudigere, Chikkamagaluru District.

DGO-1 retired on 31/05/2023.

DGO-2 due to retire on 30/06/2025.

  
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DGO-3 due to retire on  
28/02/2030.

DGO-4 due to retire on  
30/09/2029.

DGO-5 due to retire on  
31/10/2025.

DGO-6 due to retire on  
30/06/2024.

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

(RAJASHEKAR.V.PATIL)  
Additional Registrar Enquiries-8  
Karnataka Lokayukta, Bengaluru.

### ANNEXURES

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

PW1	Sri.J.G.Krishnamurthy, S/o Late J.M. Giddegowda, aged 63 years, r/o Kaske Byluru, Mudigere Taluk. dtd.07/01/2022 (original)
PW.2	Sri. H.S.Sudheendra, S/o H.R. Subbarao, aged about 61 years, Retired A.E.E., r/o Bangalore dtd. 14/06/2022 (original)



**2. LIST OF DOCUMENTS MARKED ON BEHALF OF DISCIPLINARY AUTHORITY:**

Ex.P.1	Complaint submitted by complainant to Lokayuktha office, Bangalore, dtd.24/06/2015 (original copy)
Ex.P2	Form No.1- complaint submitted before Hon'ble Lokayuktha by the complainant-PW1.( original copy) dtd.27/06/2015
Ex.P.2(a)	Signature of PW.1
Ex.P.3	Form-II (complainant's Affidavit) submitted to Lokayuktha (original copy) dtd.27/06/2015
Ex.P.3(a)	Signature of PW.1
Ex.P. 4	Another complaint submitted by complainant to Lokayuktha office, Bangalore, dtd.16/12/2014 (original copy)
Ex.P.4(a)	Signature of PW.1
Ex.P.5	Xerox copy of Report submitted by PW.2 dtd.10/11/2016 along with enclosures.
Ex.P.5(a)	Signature of PW.2
Ex.P.6	List of documents given by Zilla Panchayath, Chikkamagaluru District, filed along with Ex.P.5 report (Page No.133-263) (Xerox copies)

**3. LIST OF WITNESSES EXAMINED ON BEHALF OF DGOs:**

DW1	Sri. Channabasappa R.N. S/o Nanjundaiah, aged about 59 years, A.E.E., r/o Mudigere, dtd.15/12/2022. (original)
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**4. LIST OF DOCUMENTS EXAMINED ON BEHALF OF DGOs:**

Ex.D.1	Attested copies of Work order report, First and Final bills of works, photographs pertaining to M.B. Book No.5290
Ex.D.2	Attested copies of First and Final bills of works, photographs pertaining to M.B. Book No.4934

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Ex.D.3	Attested copies of Work order report, First and Final bills of works, photographs pertaining to M.B. Book No.2457
Ex.D.4	Attested copies of Work order report, First and Final bills of works, photographs pertaining to M.B. Book No.5282
Ex.D.5	Attested copies of Work order report, First and Final bills of works, photographs pertaining to M.B. Book No.5200
Ex.D.6	Attested copies of progress of work, completion of work report, First and Final bills of works, photographs pertaining to M.B. Book.
Ex.D.7	Attested copies of progress of work, completion of work photographs pertaining to M.B. Book No.5279, First and Final bills of works.
Ex.D.8	Attested copies of progress of work, completion of work report, First and Final bills of works, photographs pertaining to M.B. Book.

*Rajashakar V. Patil*  
(RAJASHEKAR.V.PATIL)

Additional Registrar Enquiries-8  
Karnataka Lokayukta,  
Bengaluru.

## ಕರ್ನಾಟಕ ಸರ್ಕಾರ



## ಕರ್ನಾಟಕ ಲೋಕಾಯುಕ್ತ

ನಂ.ಉಪಲೋಕ್-2/ಡಿಇ/257/2019/ಎ.ಆರ್.ಇ-8

ಬಹುಮಹಡಿಗಳ ಕಟ್ಟಡ,  
ಡಾ:ಬಿ.ಆರ್.ಅಂಬೇಡ್ಕರ್ ವೀದಿ,  
ಬೆಂಗಳೂರು-560001.  
ದಿನಾಂಕ: 28ನೇ ಜೂನ್ 2023.

### -:: ಶಿಫಾರಸು ::-

ವಿಷಯ: ಆಪಾದಿತ ಸರ್ಕಾರಿ ನೌಕರರುಗಳಾದ ಶ್ರೀಯುತರು:

- (1) ಚನ್ನಬಸಪ್ಪ, ಹಿಂದಿನ ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ;
- (2) ನಾಗರಾಜು, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ;
- (3) ಶಿವಶರಣಪ್ಪ ಸಿ.ಅಲ್ವಿ, ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ;
- (4) ಹೆಚ್.ಆರ್.ನಟರಾಜ್, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ;
- (5) ವೀರಪ್ಪ ಸದೇಪ್ಪ ಉಗಾಖೋಡ, ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; ಮತ್ತು
- (6) ತ್ಯಾಗರಾಜ್, ಸಹಾಯಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ರವರುಗಳ ವಿರುದ್ಧದ ಇಲಾಖಾ ವಿಚಾರಣೆ ಕುರಿತು.

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- ಉಲ್ಲೇಖ: (1) ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ:ಗ್ರಾಅಪ 55 ಇಎನ್‌ಕ್ಯೂ 2019, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 17/10/2019.
- (2) ಉಪಲೋಕಾಯುಕ್ತ, ಕರ್ನಾಟಕ ರಾಜ್ಯ, ಬೆಂಗಳೂರು ರವರ ನಾಮನಿರ್ದೇಶನ ಆದೇಶ ಸಂಖ್ಯೆ:ಉಪಲೋಕ್-2/ಡಿಇ/257/2019, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 02/11/2019.
- (3) ಅಪರ ನಿಬಂಧಕರು ವಿಚಾರಣೆಗಳು-8, ಕರ್ನಾಟಕ ಲೋಕಾಯುಕ್ತ ಬೆಂಗಳೂರು ರವರ ವಿಚಾರಣಾ ವರದಿ ದಿನಾಂಕ: 27/06/2023.

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ಸರ್ಕಾರದ ಆದೇಶ ದಿನಾಂಕ: 17/10/2019 ರಂತೆ (1) ಶ್ರೀ ಚನ್ನಬಸಪ್ಪ, ಹಿಂದಿನ ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; (2) ಶ್ರೀ ನಾಗರಾಜು, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; (3) ಶ್ರೀ ಶಿವಶರಣಪ್ಪ ಸಿ.ಅಲ್ವಿ, ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; (4) ಶ್ರೀ ಹೆಚ್.ಆರ್.ನಟರಾಜ್, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; (5) ಶ್ರೀ ವೀರಪ್ಪ ಸದೇಪ್ಪ ಉಗಾಖೋಡ, ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; ಮತ್ತು (6) ಶ್ರೀ ತ್ಯಾಗರಾಜ್, ಸಹಾಯಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ (ಇನ್ನು ಮುಂದೆ ಆಪಾದಿತ ಸರ್ಕಾರಿ ನೌಕರರುಗಳು ಅಂದರೆ ಚಿಕ್ಕದಾಗಿ '1 ರಿಂದ 6ನೇ ಆ.ಸ.ನೌಕರರುಗಳು' ಎಂದು ಸಂಭೋದಿಸಲಾಗುವುದು) ರವರುಗಳ ವಿರುದ್ಧ ಶಿಸ್ತು ಪ್ರಕ್ರಿಯೆಯನ್ನು ಕೈಗೊಂಡು ವಿಚಾರಣೆ ಮಾಡಿ, ವರದಿ ಸಲ್ಲಿಸುವಂತೆ ಈ ಸಂಸ್ಥೆಗೆ ಇಲಾಖಾ ವಿಚಾರಣೆಯನ್ನು ವಹಿಸಿರುತ್ತದೆ.



2. ಈ ಸಂಸ್ಥೆಯ ನಾಮನಿರ್ದೇಶನ ಆದೇಶ ಸಂಖ್ಯೆ:ಉಪಲೋಕ್-2/ಡಿ.ಇ/257/2019, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 02/11/2019ರ ರೀತ್ಯಾ ಅಪರ ನಿಬಂಧಕರು ವಿಚಾರಣೆಗಳು-8 ರವರಿಗೆ 1 ರಿಂದ 6ನೇ ಆ.ಸ.ನೌಕರರುಗಳ ವಿರುದ್ಧ ದೋಷಾರೋಪಣಾ ಪಟ್ಟಿ ತಯಾರು ಮಾಡಿ, ವಿಚಾರಣೆ ನಡೆಸಿ, ವರದಿ ಸಲ್ಲಿಸುವಂತೆ ಆದೇಶ ಹೊರಡಿಸಲಾಗಿರುತ್ತದೆ.
3. 1ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ಚನ್ನಬಸಪ್ಪ, ಹಿಂದಿನ ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 2ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ನಾಗರಾಜು, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 3ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ಶಿವಶರಣಪ್ಪ ಸಿ.ಅಲ್ವಿ, ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 4ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ಹೆಚ್.ಆರ್.ನಟರಾಜ್, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 5ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ವೀರಪ್ಪ ಸದೇಪ್ಪ ಉಗಾಖೋಡ, ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; ಮತ್ತು 6ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ತ್ಯಾಗರಾಜ್, ಸಹಾಯಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ರವರುಗಳ ವಿರುದ್ಧ ಈ ಕೆಳಗಿನ ದೋಷಾರೋಪಣೆಗಾಗಿ ಇಲಾಖಾ ವಿಚಾರಣೆಯನ್ನು ನಡೆಸಲಾಯಿತು.

**ANNEXURE No.I**  
**CHARGE**

You DGO-1 Sri Channabasappa, while working as Assistant Executive Engineer, You DGO-2 Nagaraju, while working as Junior Engineer, You DGO-3 Shivasharanappa C Aladi, while working as Junior Engineer, You DGO-4 H.R.Nataraj, while working as Junior Engineer, You DGO-5 Sri Veerappa Sadeppa Ugakhoda, while working as Junior Engineer, You DGO-6 Thyagaraj, while working as Assistant Engineer, at Panchayath Raj Engineering sub-division, Mudigere, Chikkamagaluru district, have committed following irregularities;

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**i. Providing piped water surface scheme to Chinniga Anajuru in Chinniga Gram Panchayath:**

As per work order the work had to be commenced immediately and stipulated period for completion is shown as 4 months. The work order is dt.11/8/14. The estimated cost is Rs.12 lakhs and approved tender amount is Rs.10,33,682.97. Even in the agreement date of commencement of work is not mentioned. Even the date of execution of agreement is left blank. As per estimate, work, included sinking of 2 open wells, construction of pump house, and laying of pipe line to the stretch of 970 mtrs. Even in the check list, stipulated date of commencement and stipulated date of completion are not mentioned. Exact place proposed for execution of work is not mentioned with its longitude and latitude in face sheet. Contract certificate and completion certificate are not produced. In page No.4 to 9 of measurement Book No.12755 it is stated that the details of 1<sup>st</sup> and part bill have been entered in measurement book No.4388. However, the said measurement book No.4388 has not been produced. As per page No.4 to 9 of M.B.No.12755, the date on which measurement has been recorded is mentioned as 30/3/15. Even the check measurement is taken on 30/3/15. Considering the quantity of work and the stretch of pipe line directed to be laid down, it is improbable that measurement can be recorded and even check measurement can be taken on a single day.

- a) Comparison of measurement book extract with schedule-B shows that there are variations regarding the quantity and the measurement in between the said two documents. Measurement book extract discloses that quantity mentioned with respect to Sl.No.1, 2, 3, 4, 5 vary with that mentioned in schedule-B. Half of the quantity shown in schedule-B has been recorded in measurement book. Further in Sl.No.12 and 13 of B-schedule there is specification for erection of RCC hume pipe pump house/cistern and RCC hume pipes circular pump house of one number each. But no photographs have been produced to show the construction of said pump houses. Therefore from the above variation in quantity from Sl.No.1 to 5 there arises doubt regarding the sinking of two open wells under the said project. As per the said measurement book extract the bill for Rs.6,00,448/- has been passed on 31/3/15.



b) From the photographs it cannot be made out that they pertain to 2 wells and pump house. This suspicion gets strengthened from the recitals in a mahazar which is available in the complaint in MYS-3148/2015 wherein it is stated that at the time of spot inspection 2 wells were found, one which has been dug about 3-4 years back and another drilled about 10-12 years back. A photograph has been produced as the name board of the said project, but from the perusal of the same it is seen that it is a name board relating to construction of bus shelter at Anajur Village. Therefore the opinion of the Enquiry Officer that the above work has been executed as per approved estimate cannot be accepted. From the report of TAC and also the Contract certificate it is made out that the DGO No.2 Nagaraj, J.E, was the officer incharge of the said work. The said work is not found in the list of approved projects under improvement of roads under MLA and MLC funds for the year 2014-15.

**ii.Improvement to Marasanige-Galigandi Road:**

- (a) As per estimate the work included formation of mud drain, removal of jungle growth on both the sides of the road to the stretch of 500 mtrs, and re-tarring of the road to the stretch of 480 mtrs., after spreading jelly. Estimated cost is Rs.10 lakhs. Tender approved amount is Rs.8,91,679.96. As per work order the stipulated date of commencement of work was 14/1/15 and stipulated date of completion was 15/4/15 with one year of maintenance from the date of completion of work. In the completion certificate the date of commencement and the date of completion have been left blank. DGO-5 Sri.Veerappa, Junior Engineer and Sri.R.N.Channabasappa, AEE were the engineers who were incharge of the work as per completion certificate.
- (b) As per contract certificate the 1<sup>st</sup> and final bill measurement is taken on 10/2/15, in measurement book No.5290 recorded in pages 12 to 17 and it has been checked on 12/2/15. Considering the nature and quantity of work it can be observed that it is improbable to record the measurement on a single day and to check measure the same on a single day.
- (c) From the comparison of measurement book extract and estimate it is observed that in Sl.No.1 quantity is shown as 0.900 Hec. However, as per entry in measurement book quantity is shown as 0.680 Hec. Therefore, it can be

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gathered that jungle growth has not been cleared to the extent as specified in estimate.

- (d) An amount of Rs.7,96,450/- has been paid on 23/2/15 after statutory deductions. From the comparison of quantity as mentioned in the contract certificate with the 1<sup>st</sup> and final bill with that mentioned in bill of quantities, it is noticed that there are variations. Quality inspection report is not produced, though there is a specific stipulation in this regard in the work order. Though the contractor was responsible for maintenance for a period of one year from the date of completion, on 23/2/2015 as per contract certificate with the 1<sup>st</sup> and final bill, the entire amount has been paid (excluding the statutory deductions). Since there are variations in between the bill of quantities and the contract certificate regarding the various quantities of items utilized, there arises suspicion regarding the quality of work executed. Therefore, from the non-production of quality inspection report an adverse inference has to be drawn. No photographs showing formation of drain as per estimate has been produced. Therefore, it becomes clear that the work has not been executed as per approved estimate.

**iii. Improvement to road from Kalasa-Horanadu road to Vivekananda Road in Kalasa Gram Panchayath:**

- a) As per report with estimate the estimated amount is Rs.15 lakhs. Tender approved amount is Rs.13,70,413.70 as per measurement Book extract. The work included formation of drain, 110 Mtr concrete road in 1<sup>st</sup> cross, 150 mtr long concrete road in 2<sup>nd</sup> cross and formation of drain, along with repair of pot holes and leveling of roads. As per work order stipulated date of commencement was 2/3/15 and stipulated date of completion was 2/6/15. As per agreement the contractor was responsible for maintenance for one year from the date of completion. Contract price was Rs.13,70,413.70. As per contract certificate with the 1<sup>st</sup> and part bill, the measurement has been taken on 25/3/15 and it has been checked on 27/3/15. The recording of measurement on a single day and check measurement on a single day create doubts regarding the entries in measurement book. Considering the nature of work and the stretch of road it is quite improbable that on a single day measurement can be recorded and it can be checked. Measurement has been recorded in measurement Book No.4934 from page No.83 to 88. From comparison of measurement Book extract with schedule-B it is noticed that at Sl.No.7 there was a provision for fixing sign board. But as

per measurement book extract the said work has not been carried out. Sl.No.8 in schedule-B provides specification for earth work in excavation for structures including setting out, construction of shoring and bracing, removal of stumps etc. In this regard the entries in measurement book is not clear and it is incomplete. The total amount shown is Rs.13,69,700/- On 27/4/15 Rs.12,33,890/- has been paid through cheque after statutory deductions.

- b) From the comparison of bill of quantities with details in contract certificates it can be noticed that the quantities as mentioned in those two documents vary with each other. Therefore, from the above variations it can be observed that the work has not been executed in accordance with estimate.
- c) The photographs showing the completed work do not disclose formation of drain as per estimate. Therefore, the allegations of the complainant regarding improper execution of work is substantiated.

**iv.Improvement to Road from Kelabhagada Temple to Herate Road in Idakani Gram Panchayath of Mudigere Taluk:**

- a) As per report with estimate the execution of work included formation of 275 mtrs., long drain on both the sides of the road and applying bitumen on granular base to the road to the stretch of 515 mtrs. Estimated cost is Rs.10 lakhs. As per work order date of commencement of work was 2/3/2015 and stipulated date of completion was 2/6/15 with one year of maintenance. As per contract certificate measurement has been taken on 6/3/2015 in measurement book No.5294 from page No.1 to 5. The measurement has been checked on 12/3/15. It is to be observed that it is quite improbable that the measurement has been recorded in a single day and it has been checked on single day considering the nature of work and also the quantity of work.
- b) From comparison of schedule-B and measurement book extract it is noticed that quantity as recorded in measurement book with respect to Sl.No.2 to 6 is less compared to that specified in schedule-B. Sl.No.2 to 6 show specification regarding laying, spreading and compacting stone aggregates, providing and applying tack coat with bitumen emulsion, laying and rolling of open graded premix carpet and laying seal coat sealing the voids in a bituminous

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surface to the specified levels. Therefore, from the lesser quantity recorded in measurement book it can be observed that the road has not been applied with Tar as per approved specification thereby resulting in substandard work. An amount of Rs.7,92,160/- has been paid through cheque on 19/3/15.

- c) From comparison of quantity shown in contract certificate with that in bill of quantities, it can be observed that they are totally different. Whereas in the bill of quantities, quantity mentioned in Sl.No.2 to 7 are 115.88 cum, 115.88cum, 1545.00 cum, 1545.00 cum, 1545.00 Sqm and 30.09 cum, in contract certificate the quantity mentioned in Sl.No.2 to 7 are 114.98, 114.98, 1533.00, 1533.00, 1533.00, and 3862.00 respectively. Therefore, the quantity as specified in the bill of quantities has not been used. From the above comparison there arises suspicion regarding the execution of work as per estimate and therefore there are grounds to believe that the work is of substandard quality. Though in the work order it is specifically stipulated that report has to be obtained from the competent quality inspection officer, no quality inspection report has been produced.
- d) ~~The photographs do not make out that drains have been formed on both the sides of the road as per estimate.~~

**v. Formation of concrete road near Kelajannapura Karigowda's old house:**

- a) As per report with estimate the estimation is for Rs.3 lakhs. The work included forming mud drain on both the sides of the road of 95 mtr long and for construction of concrete road. In the agreement neither the date of agreement nor the stipulated date of commencement and completion of work have been recited. As per contract certificate with 1<sup>st</sup> and final bill, the measurement has been taken on 30/3/15 and it has been checked on the same day. Out of the total amount of Rs.2,98,090/- after statutory deduction an amount of Rs.2,67,710/- has been paid through cheque on 20/5/15. Work order, and completion certificate have not been produced. It seems improbable that the entire measurement has been recorded on a single day and check measurement has also been recorded on the same day. From the comparison of measurement book extract with estimate it is noticed that measurement as shown in estimate is same as entered in measurement book, except a slight variation in Sl.No.2 and 4. In Sl.No.2 in estimate, quantity is shown as

21.38 cum., in measurement book it is shown as 21.37 cum. Similarly with respect to Sl.No.4 the quantity is shown as 14.25 cum in estimate and 14.24 cum., in M.B. Therefore, it can be observed that entries have been made in contract certificate only for making payment to the contractor. Infact from the documents produced by the enquiry officer the date of commencement or the date of completion cannot be made out.

- b) From the photographs it cannot be made out that drains and concrete road have been formed as stipulated in contract. Quality inspection report has not been produced. Even according to the report of TAC in relation to the present work it can be noticed that he has also observed that the road was not in a level and concrete jellies were seen (ತಗ್ಗು ದಿಣ್ಣೆಗಳಿಂದ ಮತ್ತು ಒರಟಾದ ಮೇಲ್ಮೈಯಿಂದ ಅಲ್ಲಲ್ಲಿ ಕಾಂಕ್ರೀಟ್ ಜಲ್ಲಿಗಳು ಎದ್ದುಬಂದಿರುವುದು, ರಸ್ತೆಯ ಬದಿಗಳು ಕಿತ್ತುಬಂದಿರುವುದನ್ನು ಗಮನಿಸಿರುತ್ತೇನೆ). He has also observed that there were pot holes (ಉಬ್ಬುತಗ್ಗು) at the time of inspection. He has opined that substandard work has been carried out as alleged in the complaint.
- c) In fact in the comments the DGOs have contended that the outer surface of the road seems to have been damaged due to the movement of 20-25 ton loaded vehicles. Therefore, even the DGOs have conceded that the road had already been damaged at the time of inspection by TAC. Therefore, the above documents and the report of TAC substantiate the allegations of the complainant that the work has not been executed as per estimate.

#### **vi.Improvement to Daradahalli – Maggalamakki Road:**

- a) As per report with estimate, the work included construction of drain on both the sides of the road, filling up of pot holes and applying tack coat with bitumen emulsion. From comparison of the bill of quantities and the contract certificate it is seen that there is total variation as regards the quantity specified and the quantity used. The agreement does not bear the date of execution and there is no document showing the date of commencement of work and date of completion of work. According to contract certificate the measurement has been recorded on 17/1/15 and it has been checked on 18/1/15. From comparison of measurement book extract with contract certificate it can be noticed that at Sl.No.2 the quantity is shown as 150, in contract certificate which provides for repair to pot holes and removal of loose material trimming of size, cleaning of surface by providing tack coat etc. But in measurement

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book the quantity is shown as 80. Similarly Sl.No.6 provides for maintenance of earthen shoulder making up loose of material/irregularities on shoulders etc. The quantity is shown as 574, but in measurement book extract it is shown as 581. The payment has been made on 9/2/15.

- b) The photographs do not show the formation of drain of 285 mtrs on the side of the road as per estimate. The quantity relating to providing and applying tack coat with bitumen emulsion on the prepared granular surfaces as per specification was 855, but in the contract certificate the quantity is shown as 831. Similarly, there is variation with regard to specification at Sl.No.4, 5 and 6 in between the bill of quantity and the contract certificate. Therefore, the allegation of the complainant that the work is of substandard quality seems probable. No quality inspection report has been produced. The agreement and contract certificate create a doubt as to whether those documents have been prepared just for the purpose of documentation.

**vii.Improvement to Chikkahalla Sattihalli Road of Hesgal Gram Panchayath:**

- a) As per work order the date of commencement of work was ~~6/3/15 and the date of completion was 6/6/15. The estimated amount is Rs.15 lakhs. The tender approved amount is Rs.14,79,859.65.~~ As per report with estimate the work included filling of pot holes and construction of drain where ever necessary by the side of the 500 mtrs long road, gravel casing on both the sides of the road where ever necessary and applying prime coat with bitumen emulsion on prepared surface of granular base to the stretch of 600 mtrs. The date of completion is shown as 13/4/15 as per completion certificate. 2 contract certificates have been produced consisting of 1<sup>st</sup> and part bill and final bill. As per the contract certificate with 1<sup>st</sup> and part bill, the measurement has been taken on 13/3/15 and checked on 16/3/15. As per the contract certificate with final bill the measurement has been taken on 13/6/15 and it has been checked by AEE on 14/6/15. In the 2<sup>nd</sup> contract certificate the figures relating to total cost have been over written. There is variance in quantity in between the bill of quantities and the contract certificate with respect to Sl.No.1 to 3.
- b) As per M.B. extract in 1<sup>st</sup> and part bill from page No.8 to 12 recording of measurement has commenced from Sl.No.4. Therefore, there arises doubt as regards the execution of work relating to Sl.No.1 to 3 as mentioned in bill of quantities. Sl.No.1 to 3 provided for construction of unlined



surface drains, repair to pot holes and built up spray grout. According to the said measurement book extract all those measurements have been recorded on 13/3/15 and it has been checked on 16/3/15.

- c) Measurement book extract of 2<sup>nd</sup> and final bill has been produced. The measurement has been recorded on 13/6/15 in page No.17 to 21. Measurement has been checked on 14/6/15. In the said 2<sup>nd</sup> and final bill measurement has been recorded with respect to Sl.No.1 to 3 of schedule-B. Whereas in schedule-B the quantity of Sl.No.1 to 3 are shown as 600 mtr, 150 sq.mtr and 150 sq.mtr, in measurement book the quantities are recorded as 750 mtr, 138.83 sq.mtr, and 138.83 sq.mtr., respectively. Therefore, there arises serious doubt regarding the genuineness of entries in measurement book.
- d) The photographs do not show the construction of fresh drain on the side of the roads. They do not also show gravel casing on the side of the road as per estimate. The estimated amount is Rs.15 lakhs. No documents have been produced to show that tender was invited or KTPP Rules were followed while executing the above work.

#### **viii. Improvement to road from Suggimandi to K.M.Road:**

- a) As per report with estimate (अंश) the work included formation of drain of 400 mtrs on both the sides of the road, to apply gravel on both the sides of the road, to repair the road to the stretch of 300 mtrs. Wherever necessary and for applying bitumen to the stretch of 175 mtr of road. The estimated amount is Rs.3 lakhs. Tender approved amount as per measurement book is Rs.2,96,804/-. As per technical verification report, it was a piece work contract given to the Contractor Mohammad Tameez. Agreement does not disclose either the date of execution of agreement, the date of commencement or the period stipulated for completion. As per contract certificate, measurement has been recorded on 16/4/15 in M.B.No.5282 from page No.14-17, the check measurement has been recorded on 22/4/15. The entries made in measurement book are identical with that mentioned in schedule-B. However in measurement book at Sl.No.16 quantity which was entered as 31.50 cum has been rounded off and written as 31.00 cum. and the total amount entered as Rs.5515.00 has been rounded off and rewritten as Rs.5427.00. The payment of Rs.2,65,670/- has been paid through cheque on 16/5/15.

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b) No completion certificate and work order are produced. From comparison of estimate with bill details mentioned in contract certificate it can be observed that the bill details in contract certificate is nothing but replica of schedule-B. However, with regard to Sl.No.6 the cost shown as 5515.00 has been rounded off and written as 5427.00. The total amount written as Rs.2,96,804.00 has been rounded off and written as Rs.2,96,700/-.

The photographs do not show the construction of drain on either side of the road. Similarly the photographs do not show applying of gravel on either side of the road. On the other hand photos show that the road had already been damaged (ರಸ್ತೆ ಅಲ್ಲಲ್ಲಿ ಕಿತ್ತುಹೋಗಿರುವುದು ಕಂಡುಬರುತ್ತದೆ). According to contract certificate the measurement has been taken on a single day and it has been checked on a single day which seems quite improbable.

Thereby, you DGO-1 to DGO-6 have committed dereliction of duty and have failed to maintain absolute integrity and devotion to duty, the act of which is unbecoming of a Government Servant and you DGOs have committed misconduct as enumerated under Rule 3(1) of Karnataka Civil Services (Conduct) Rules, 1966.

4. ವಿಚಾರಣಾಧಿಕಾರಿಯಾದ (ಅಪರ ನಿಬಂಧಕರು ವಿಚಾರಣೆಗಳು-8), ಕರ್ನಾಟಕ ಲೋಕಾಯುಕ್ತ, ಬೆಂಗಳೂರು ರವರು ಮೌಖಿಕ ಮತ್ತು ದಾಖಲಾತಿಗಳ ಸಾಕ್ಷ್ಯಗಳನ್ನು ಕೂಲಂಕುಷವಾಗಿ ಪರಿಶೀಲಿಸಿ, 1ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ಚನ್ನಬಸಪ್ಪ, ಹಿಂದಿನ ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 2ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ನಾಗರಾಜು, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 3ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ಶಿವಶರಣಪ್ಪ ಸಿ.ಅಲ್ವಿ, ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 4ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ಹೆಚ್.ಆರ್.ನಟರಾಜ್, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 5ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ವೀರಪ್ಪ ಸದೇಪ್ಪ ಉಗಾಖೋಡ, ಕಿರಿಯ

ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; ಮತ್ತು 6ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ತ್ಯಾಗರಾಜ್, ಸಹಾಯಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ರವರುಗಳ ವಿರುದ್ಧ ಮೇಲ್ಕಾಣಿಸಿದ ದೋಷಾರೋಪಣೆಯನ್ನು ರುಜುವಾತುಪಡಿಸುವಲ್ಲಿ ಶಿಸ್ತು ಪ್ರಾಧಿಕಾರವು 'ವಿಫಲವಾಗಿರುತ್ತದೆ' ಎಂದು ಅಭಿಪ್ರಾಯಿಸಿದ್ದಾರೆ.

5. ವಿಚಾರಣಾಧಿಕಾರಿಗಳು ಸಲ್ಲಿಸಿರುವ ವಿಚಾರಣಾ ವರದಿಯನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ, ವಿಚಾರಣಾಧಿಕಾರಿಗಳು ಆ.ಸ.ನೌಕರರ ವಿರುದ್ಧ ದೋಷಾರೋಪಣೆಯನ್ನು ರುಜುವಾತುಪಡಿಸಲು ಇಬ್ಬರು ಸಾಕ್ಷಿಗಳನ್ನು ಅಂದರೆ ಪಿ.ಡಬ್ಲ್ಯೂ-1 ಮತ್ತು ಪಿ.ಡಬ್ಲ್ಯೂ-2 ರಂತೆ ವಿಚಾರಣೆಗೆ ಒಳಪಡಿಸಿ ಹಾಗೂ ನಿಶಾನೆ ಪಿ-1 ರಿಂದ ಪಿ-6 ರಂತೆ ದಾಖಲಾತಿಗಳನ್ನು ಗುರುತಿಸಲಾಗಿದೆ. 1ನೇ ಆ.ಸ.ನೌಕರರು ಸ್ವತಃ ತಾವೇ ಡಿ.ಬ್ಲ್ಯೂ-1 ಎಂಬ ಸಾಕ್ಷಿಯಾಗಿ ವಿಚಾರಣೆ ಮಾಡಿಕೊಂಡು,

~~ನಿಶಾನೆ ಪಿ-1 ರಿಂದ ಪಿ-8 ರಂತೆ ದಾಖಲಾತಿಗಳನ್ನು ಗುರುತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ.~~

6. ಆ.ಸ.ನೌಕರರುಗಳ ವಿರುದ್ಧ ಆಪಾದಿಸಿದ ಆರೋಪಗಳ ಬಗ್ಗೆ ವಿಚಾರಣಾಧಿಕಾರಿಗಳು ಸಲ್ಲಿಸಿರುವ ವಿಚಾರಣಾ ವರದಿ ಹಾಗೂ ಅದಕ್ಕೆ ಪೂರಕವಾಗಿ ಸಲ್ಲಿಸಿರುವ ದಾಖಲಾತಿಗಳನ್ನು ಕೂಲಂಕುಷವಾಗಿ ಪರಿಶೀಲಿಸಲಾಗಿ, ವಿಚಾರಣಾಧಿಕಾರಿಗಳು ಸಲ್ಲಿಸಿರುವ ವಿಚಾರಣಾ ವರದಿಯಲ್ಲಿ ಹಸ್ತಕ್ಷೇಪ ಮಾಡಲು ಯಾವುದೇ ಸಕಾರಣಗಳು ಕಂಡುಬಂದಿರುವುದಿಲ್ಲ. ಆದ್ದರಿಂದ, ವಿಚಾರಣಾಧಿಕಾರಿಗಳು ಸಲ್ಲಿಸಿರುವ ವಿಚಾರಣಾ ವರದಿಯನ್ನು ಅಂಗೀಕರಿಸಿ 1ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ಚನ್ನಬಸಪ್ಪ, ಹಿಂದಿನ ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 2ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ನಾಗರಾಜು, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗೆರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 3ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ಶಿವಶರಣಪ್ಪ ಸಿ.ಅಲ್ವಿ, ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್

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ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 4ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ಹೆಚ್.ಆರ್.ನಟರಾಜ್, ಹಿಂದಿನ ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; 5ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ವೀರಪ್ಪ ಸದೇಪ್ಪ ಉಗಾಖೋಡ, ಕಿರಿಯ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ; ಮತ್ತು 6ನೇ ಆ.ಸ.ನೌಕರರಾದ ಶ್ರೀ ತ್ಯಾಗರಾಜ್, ಸಹಾಯಕ ಅಭಿಯಂತರರು, ಪಂಚಾಯತ್ ರಾಜ್ ಇಂಜಿನಿಯರಿಂಗ್ ಉಪ ವಿಭಾಗ, ಮೂಡಿಗರೆ, ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ರವರುಗಳ ವಿರುದ್ಧ ಹೊರಿಸಲಾದ ಆರೋಪಗಳಿಂದ 'ದೋಷಮುಕ್ತಗೊಳಿಸಲು' ಈ ಮೂಲಕ ಸರ್ಕಾರಕ್ಕೆ ಶಿಫಾರಸು ಮಾಡಿದೆ.

7. ಸದರಿ ವಿಷಯದಲ್ಲಿ ತೆಗೆದುಕೊಂಡ ಕ್ರಮವನ್ನು ಈ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ತಿಳಿಸತಕ್ಕದ್ದು.

ಸಂಬಂಧಪಟ್ಟ ದಾಖಲೆಗಳನ್ನು ಇದರೊಂದಿಗೆ ಲಗತ್ತಿಸಿದೆ.



(ನ್ಯಾಯಮೂರ್ತಿ ಕೆ.ಎನ್.ಫಣೀಂದ್ರ)

ಉಪಲೋಕಾಯುಕ್ತ-2,

ಕರ್ನಾಟಕ ರಾಜ್ಯ.