

(2025) 05 OHC CK 1238
In the Orissa High Court
Case No : Writ Petition (C) No. 10553 Of 2025

Bijay Sukla & Ors

APPELLANT

Vs

State Of Odisha & Ors Vs

RESPONDENT

Date of Decision : 06-05-2025

Acts Referred:

Constitution of India, 1950 — Article 226, 227

Odisha Panchayat Samiti Act, 1959 — Section 46B(2)(a), 46B(2)(f)

Citation : (2025) 05 OHC CK 1238

Hon'ble Judges : Biraja Prasanna Satapathy, J

Bench : Single Bench

Advocate : M. Mishra, Senapati, A. Tripathy

Final Decision : Dismissed

Judgement

Biraja Prasanna Satapathy, J.

1. This matter is taken up through hybrid mode.
2. Heard Mr. M. Mishra, learned Sr. Counsel appearing for the Petitioners along with Mr. S. Senapati, learned counsel, Mr. A. Tripathy, learned Addl. Govt. Advocate appearing for the State-Opp. Parties, Mr. S.S. Tripathy and Mr. A. Satapathy, learned counsels appearing for Private Opp. Parties.
3. The present writ petition has been filed inter alia with the following prayer:-

"It is, therefore, humbly prayed that this Hon'ble Court may graciously be pleased to issue Rule Nisi calling upon the Opp. Parties to show cause (1) as to why the impugned letter/notice dtd.04.04.2025 issued by the Sub-Collector/Opp. Party No.2 under Annexure-4 in postponing the special meeting in connection with no confidence shall not be declared illegal; (2) as to why the special meeting of no confidence against the Chairman, Mahakalpada Panchayat Samiti, Smt. Kalpana Rout shall not be annulled and no further meeting is maintainable in view of the Section-46-B(2)(g) and Section-46-B(3) of Odisha Panchayat

Samiti Act, 1959 and quash the impugned notice/letter dtd.21.04.2025 under Annexure-5 and (3) further be pleased to direct the authorities/Opp. Parties to enquire into the matter as per the allegation/grievance petition under Annexure-2 Series within a stipulated time and on perusal of causes shown if any or upon insufficient causes shown make the said rule absolute and may pass such other order/orders as deemed just and proper.

And for this act of kindness, the petitioner shall as in duty bound, ever pray."

4. It is the case of the Petitioners that basing on the requisition and resolution made by the members of Mahakalapada Panchayat Samiti (in short Samiti)-Opp. Party No. 2 vide notice dtd.28.03.2025 under Annexure-1 series fixed the vote of no confidence to be taken up against the Chairman of the Samiti by fixing the date to 05.04.2025.

4.1. It is further contended that alleging illegalities and irregularities with regard to submission of the requisition and the resolution by the members of the Samiti though complaints were made before Opp. Party Nos. 1 & 3 under Annexure-2 series as well as 3 series, but no action was taken on such complaints made by the Chairperson of the Samiti (Petitioner No. 14) as well as some of the Samiti Members. It is contended that the Requisition dt.21.03.2025 was never submitted before Opp. Party No. 2 on 21.03.2025 and it was only submitted on 27.03.2025.

4.2. It is contended that even though vide notice dtd.28.03.2025 so issued under Annexure-1 series, vote of no confidence was fixed to 05.04.2025, but vide another notice issued on 04.04.2025 under Annexure-4, Opp. Party No. 2 deferred the meeting inter alia on the ground that some of the Samiti members on the ground of their health problem have requested not to hold the vote of no confidence on 05.04.2025. The present writ petition was initially filed challenging such action of Opp. Party No. 2 in adjourning the vote of no confidence vide notice dt.04.04.2025 under Annexure-4.

4.3. It is contended that during pendency of the matter, when vide notice dtd.21.04.2025 under Annexure-5, Opp. Party No. 2 fixed the vote of no confidence to 29.04.2025, the same was also assailed by the Petitioners by making necessary application and this Court vide order dtd.25.04.2025 stayed the operation of notice dtd.21.04.2025.

4.4. It is the main contention of the learned Sr. Counsel appearing for the Petitioners that once in terms of the notice dtd.28.03.2025 so issued under Annexure-1 series, vote of no confidence fixed to 05.04.2025 was adjourned in terms of the notice dtd.04.04.2025 so issued under Annexure-4 by the self-same Opp. Party No. 2, no fresh notice can be issued to take up the vote of no confidence with issuance of notice dtd.21.04.2025 under Annexure-5, in view of the provisions contained under Sec. 46-B(2)(f) of the Odisha Panchayat Samiti Act, 1959 (in short Act). Sec. 46-B(2)(f) of the Act reads as follows:-

“(f) no such meeting shall stand adjourned to a subsequent date and no item of business other than the resolution for recording want of confidence in the Chairman or the Vice-Chairman shall be taken up for consideration at the meeting;”

4.5. Placing reliance on the aforesaid provisions, it is vehemently contended that once the meeting in terms of Annexure-1 notice dtd.28.03.2025, so fixed to 05.04.2025, was adjourned with issuance of the notice dtd.04.04.2025 under Annexure-4, no fresh notice could not have been issued vide notice dt.21.04.2025 under Annexure-5.

4.6. It is also contended that once the proceeding was adjourned with issuance of the notice dtd.04.04.2025 under Annexure-4, no further notice can be issued by fixing the date to 29.04.2025, so issued by Opp. Party No. 2 vide the impugned notice dtd.21.04.2025 under Annexure-5.

4.7. It is contended that once the meeting in terms of Annexure-1 dtd.28.03.2025 was not held and adjourned in terms of notice dt.04.04.2025, neither the said meeting could have been adjourned nor Opp. Party No. 2 is permitted to fix another date vide notice dtd.21.04.2025 under Annexure-5, in view of the bar contained under Sec. 46-B (2)(f) of the Act.

4.8. It is also contended that since challenging the requisition and resolution complaints were made before Opp. Party No. 3 as well as Opp. Party No. 1 inter alia with the allegation that signatures of two of the Panchayat Samiti members have been forged and the requisition was never submitted on 21.03.2025, it requires a consideration by Opp. Party No. 3 and prior to such consideration, the vote of no confidence cannot take place in terms of the impugned notice issued on 21.04.2025 under Annexure-5. Making all these submissions, learned Sr. Counsel appearing for the Petitioners contended that the impugned notice dtd.04.04.2025 and 21.04.2025 so issued by Opp. Party No. 2 under Annexure-4 & 5 are not sustainable in the eye of law and requires interference of this Court.

5. Mr. A. Tripathy, learned Addl. Govt. Advocate on the other hand basing on the materials available on record contended that after receipt of the requisition and resolution from the Samiti members on 21.03.2025, vide notice dtd.28.03.2025 under Annexure-1 series, though the vote of no confidence was fixed to 05.04.2025, but prior to taking up the vote of no confidence on 05.04.2025 since vide notice dtd.04.04.2025 under Annexure-4, the vote of no confidence was kept in kept abeyance, there is no bar to issue a fresh notice on 21.04.2025 by fixing the date to 29.04.2025 under Annexure-5.

5.1. It is contended that since in terms of Annexure-1 notice, no meeting was held to take up the vote of no confidence on 05.04.2025, provisions contained under Sec. 46-B(2)(f) of the Act` is not a bar to fix another date with issuance of the notice dtd.21.04.2025 under Annexure-5.

5.2. It is contended that since no meeting was held on 05.04.2025 nor it was

adjourned on the said date, provisions contained under Sec. 46-B(2)(f) of the Act cannot be treated as a bar to issue a fresh notice as has been done in the present case by Opp. Party No. 2.

5.3. In support of his aforesaid submission, reliance was placed to a decision of this Court passed in the case of Balmiki Pradhan Vs. State of Odisha & Ors. Reported in 2006 SCC OnLine Ori 179. This Court in Para 7, 9 & 10 of the said order has held as follows:-

"7. Learned Addl Government Advocate submitted that the meeting having not been held on 15.1.2005, the question of adjourning the meeting did not arise and, as a matter of fact, the meeting scheduled to be held on 15.1.2005 having not been able to be held due to exigency beyond the control of the Sub Collector, the action of the Sub-Collector in issuing notice under Annexure-2 to hold the meeting on 2.2.2005 is neither illegal nor contrary to the above provision of the Act.

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9. According to the Concise Oxford English Dictionary (10th Edition), the word 'adjourn' means break off (a meeting) with the intention of resuming it later and the word 'defer' means put off to a later time; postpone.

10. In common parlance also, we are of the opinion that there is certain difference between an adjournment and a deferment. Adjournment always means any proceeding taken up and is shifted to a future date but deferring a proceeding to a future date is on account of inability to hold the proceeding/meeting on the scheduled date. It is also clear from the above provision of the Act that the bar imposed under Section 24(2)(h) of the Act is a bar for adjourning the meeting of "Vote of No Confidence". It is specifically provided that such a meeting cannot be adjourned. There is no bar for holding such a meeting on a subsequent date if the same has not been held at all on the date when it was scheduled to be held."

5.4. Reliance was also placed to another decision of this Court in the case of Govinda Chandra Pradhan Vs. S.D.O. Sadar & Ors. (AIR 1965 Ori 94). This Court in Para 6 & 7 of the said Judgment has held as follows:-

"6. It will be noticed that the opening words of the sub-section are "In convening a meeting under sub-sec. (1) and in the conduct of business at such meeting". Clauses (a), (b) and (c) deal with matters which fall legitimately within the scope of "convening" a meeting: whereas clauses (d), (e), (f), (g) and (h) deal with matters that relate to 'conduct of the business' of the meeting. A scrutiny of clause (d) shows that the meeting commences when the Sub-Divisional Officer or any other competent authority presides over the meeting and he conducts the proceedings of that meeting. All actions taken by him prior to his presiding over the meeting which are dealt with in clauses (a), (b) and (c) must be held to relate to the 'convening' of such meeting. Clause (c) says that the competent

officer on receipt of requisition, shall fix the date, hour and place of the meeting. This statutory power to fix a date for the purpose of holding a meeting must necessarily include the power to alter that date, by virtue of Section 22 of the Orissa General Clauses Act. Hence, though in the first Instance, the Sub-Divisional Officer, Sadar might have given notice to the effect that the meeting will be held on a particular date and time he has the statutory authority to alter the date if the exigencies of the situation require it. It is true that once he commences the proceeding by presiding over the meeting, the stage of convening the meeting is closed and the stage of conducting the business of the meeting is reached. It is at the latter stage that clause (f) quoted above begins to operate and he has no jurisdiction to adjourn the meeting.

7. Apart from the language of the provisions of section 46-B the aforesaid view is based on the well known principles dealing with law of meetings, referred to at page 74 of the Manual on the Law of Meetings by Sebag Shaw and H.A.R.J. Wilson (1947 Edition) in the following terms:

"The adjournment of a meeting is to be distinguished from the postponement. An adjournment denotes the suspension of debate or of the entire proceedings and, therefore, assumes that the proceedings have once commenced. Postponement, on the other hand, is used to indicate that the commencement of a meeting is itself deferred".

5.5. Learned Addl. Govt. Advocate accordingly contended that since no meeting was held on 05.04.2025 in terms of the initial notice issued by Opp. Party No. 2 on 28.03.2025 under Annexure-1, there is no bar to issue a fresh notice on 21.04.2025, by fixing the date of vote of no confidence to 29.04.2025. It is accordingly contended that no illegality or irregularity can be found with the action of the Opp. Party No. 2 either in issuing notice dtd.04.04.2025 under Annexure-4 and so also notice dtd.21.04.2025 under Annexure-5.

5.6. It is however contended that, since in view of the interim order passed by this Court, vote of no confidence has not taken place on 29.04.2025, Opp. Party No. 2 be permitted to issue a fresh notice by fixing the vote of no confidence to another date.

6. Mr. S.S. Tripathy and Mr. A. Satapathy, learned counsels appearing for the Private Opp. Parties also made similar submissions as like the submissions made by the learned addl. Govt. Advocate. It is contended that pursuant to the requisition and resolution submitted by the Samiti Members before Opp. Party No. 2 on 21.04.2025, Opp. Party No. 2 initially issued the notice on 28.03.2025 under Annexure-1 series by fixing the date of vote of no confidence to 05.04.2025.

6.1. It is contended that out of 64 members of the Samiti, the requisition was made by 41 members and even if as contended by the learned Sr. Counsel appearing for the Petitioners, signatures of two of the requisitionists have been manipulated, but since more than 1/3rd of the total members of the Samiti have

signed the requisition, in accordance with the provisions contained under Sec. 46-B(2)(a) of the Act, the same is a valid requisition in the eye of law. Rule 46-B(2) (a) of the Act reads as follows:-

"(a) no such meeting shall be convened except on a requisition signed by at least one-third of the members with a right to vote, along with a copy of the resolution proposed to be moved at the meeting."

6.2. It is also contended that the stand taken by the Petitioners that such a requisition was not submitted on 21.03.2025 and it was only submitted on 27.03.2025, since are disputed question of fact, it cannot be adjudicated in a writ petition filed under Art. 226 of the Constitution of India. Reliance was placed to a decision of the Hon'ble Apex Court in the case of Chairman, Grid Corporation of Orissa Ltd. (GRIDCO) & Ors. Vs. Sukamani Das (Smt) & Anr. reported in (1999) 7 SCC 298. Hon'ble Apex Court in Para 6 of the Judgment has held as follows to the following effect:-

"It is the settled legal position that where disputed questions of facts are involved a petition under Article 226 of the Constitution is not a proper remedy. The High Court has not and could not have held that the disputes in these cases were raised for the sake of raising them and that there was no substance therein. The High Court should have directed the writ petitioners to approach the civil court as it was done in OJC No. 5229 of 1995."

6.3. Reliance was also placed to a decision of the Hon'ble Apex Court in the case of M/s A.P. Electrical Equipment Corporation Vs. The Tahasildar & ors. Etc. (Civil Appeal Nos. 4526-4527 of 2024). Hon'ble Apex Court in Para 48 of the Judgment has held as follows to the following effect:-

"Normally, the disputed question of fact are not investigated or adjudicated by a writ court while exercising powers under Article 226 of the Constitution of India."

6.4. Reliance was also placed to a decision of the Hon'ble Apex Court in the case of Shubhas Jain Vs. Rajeshwari Shivam & Ors. Reported in (2021) 20 SCC 454. Hon'ble Apex Court in Para 25 of the said Judgment has held as follows:-

"25. It is well settled that the High Court exercising its extraordinary writ jurisdiction under Article 226 of the Constitution of India, does not adjudicate hotly disputed questions of facts. It is not for the High Court to make a comparative assessment of conflicting technical reports and decide which one is acceptable."

6.5. Reliance was also placed to a decision of the Hon'ble Apex Court in the case of State of Kerala & Ors. Vs. M.K. Jose reported in (2015) 9 SCC 433. Hon'ble Apex Court in Para 13, 14, 18 & 19 of the said Judgment has held as follows:-

"13. A writ court should ordinarily not entertain a writ petition, if there is a breach of contract involving disputed questions of fact. The present case clerly indicates that the factual disputes are involved.

14. In *State of Bihar v. Jain Plastics and Chemicals Ltd.* [(2002) 1 SCC 216] , a two-Judge Bench reiterating the exercise of power under Article 226 of the Constitution in respect of enforcement of contractual obligations has stated: (SCC p. 217, para 3)

"3. ... It is to be reiterated that writ petition under Article 226 is not the proper proceedings for adjudicating such disputes. Under the law, it was open to the respondent to approach the court of competent jurisdiction for appropriate relief for breach of contract. It is settled law that when an alternative and equally efficacious remedy is open to the litigant, he should be required to pursue that remedy and not invoke the writ jurisdiction of the High Court. Equally, the existence of alternative remedy does not affect the jurisdiction of the court to issue writ, but ordinarily that would be a good ground in refusing to exercise the discretion under Article 226."

In the said case, it has been further observed: (SCC p. 218, para 7)

"7. ... It is true that many matters could be decided after referring to the contentions raised in the affidavits and counter-affidavits, but that would hardly be a ground for exercise of extraordinary jurisdiction under Article 226 of the Constitution in case of alleged breach of contract. Whether the alleged non-supply of road permits by the appellants would justify breach of contract by the respondent would depend upon facts and evidence and is not required to be decided or dealt with in a writ petition. Such seriously disputed questions or rival claims of the parties with regard to breach of contract are to be investigated and determined on the basis of evidence which may be led by the parties in a properly instituted civil suit rather than by a court exercising prerogative of issuing writs."

18. It is appropriate to state here that in the said case, the Court granted the relief as the facts were absolutely clear from the documentary evidence brought which pertain to interpretation of certain clauses of contract of insurance. In that context, the Court opined: (*ABL International Ltd. case* [(2004) 3 SCC 553] , SCC p. 578, para 51)

"51. ... The terms of the insurance contract which were agreed between the parties were after the terms of the contract between the exporter and the importer were executed which included the addendum, therefore, without hesitation we must proceed on the basis that the first respondent issued the insurance policy knowing very well that there was more than one mode of payment of consideration and it had insured failure of all the modes of payment of consideration. From the correspondence as well as from the terms of the policy, it is noticed that existence of only two conditions has been made as a condition precedent for making the first respondent Corporation liable to pay for the insured risk, that is: (i) there should be a default on the part of the Kazak Corporation to pay for the goods received; and (ii) there should be a failure on the part of the Kazakhstan Government to fulfil their guarantee."

And it eventually held: (SCC pp. 578-79, para 51)

"51. ... We have come to the conclusion that the amended Clause 6 of the agreement between the exporter and the importer on the face of it does not give room for a second or another construction than the one already accepted by us. We have also noted that reliance placed on sub-clause (d) of the proviso to the insurance contract by the Appellate Bench is also misplaced which is clear from the language of the said clause itself. Therefore, in our opinion, it does not require any external aid, much less any oral evidence to interpret the above clause. Merely because the first respondent wants to dispute this fact, in our opinion, it does not become a disputed fact. If such objection as to disputed questions or interpretations is raised in a writ petition, in our opinion, the courts can very well go into the same and decide that objection if facts permit the same as in this case."

19. In this regard, a reference to Noble Resources Ltd. v. State of Orissa [(2006) 10 SCC 236] would be seemly. The two-Judge Bench referred to ABL International [(2004) 3 SCC 553] , Dwarkadas Marfatia & Sons v. Port of Bombay [(1989) 3 SCC 293] , Mahabir Auto Stores v. Indian Oil Corpn. [(1990) 3 SCC 752] and Jamshed Hormusji Wadia v. Port of Mumbai [(2004) 3 SCC 214] and opined thus: (Noble Resources case [(2006) 10 SCC 236] , SCC p. 246, para 29)

"29. Although the scope of judicial review or the development of law in this field has been noticed hereinbefore particularly in the light of the decision of this Court in ABL International Ltd. [(2004) 3 SCC 553] each case, however, must be decided on its own facts. Public interest as noticed hereinbefore, may be one of the factors to exercise the power of judicial review. In a case where a public law element is involved, judicial review may be permissible. (See Binny Ltd. v. V. Sadasivan [(2005) 6 SCC 657 : 2005 SCC (L&S) 881] and G.B. Mahajan v. Jalgaon Municipal Council [(1991) 3 SCC 91] .)"

Thereafter, the Court in Noble Resources case [(2006) 10 SCC 236] , proceeded to analyse the facts and came to hold that certain serious disputed questions of facts have arisen for determination and such disputes ordinarily could not have been entertained by the High Court in exercise of its power of judicial review and ultimately the appeal was dismissed.

6.6. It is also contended that since admittedly the requisition was made by 41 Panchayat Samiti members out of the total 64 members, expressing their no confidence on the Chair Person of the Samiti along with the resolution, it is in conformity with the provisions contained under Sec. 46-B(2)(a) of the Act.

6.7. It is further contended that since in terms of notice dtd.28.03.2025 no meeting was held on 05.04.2025, and prior to such conduct of the meeting, the meeting was deferred vide notice dtd.04.04.2025 under Annexure-4, it cannot be held that the meeting was adjourned, as contended by the Petitioners in the writ petition. Since no meeting was held on 05.04.2025 in terms of notice dtd.28.03.2025, provisions contained under Sec. 46-B(2)(f) of the Act has got no

applicability to the facts of the present case.

6.8. It is also contended that since in terms of the interim order passed by this Court, the vote of no confidence in terms of notice dtd.21.04.2025 under Annexure-5 was not held on 29.04.2025, Opp. Party No. 2 be permitted to fix another date by issuing a fresh notice.

6.9. In support of the submission, reliance was also placed to a decision of this Court in the case of Nimain Charan Mohanty Vs. State of Odisha & Ors. Reported in 1994 SCC OnLine Ori 96. This Court in para 6 & 7 of the said judgment has held as follows:-

"6. We have fully reproduced above the Statement of Objects and Reasons since it was repeatedly read out to us and has been heavily relied upon. The principal object in bringing about this amendment seems to be to enhance the time limit of 30 days specified in clause (a) of S. 46-B(3) to one year with a view to bring it at par with the period prescribed in the old clause (b), so that the Chairman or the Vice-Chairman can work in peace for at least one year once in the special meeting held in pursuance of sub-sec. (2) for recording want of confidence, either the motion is defeated or the number of members present at the meeting is less than a majority of two-thirds of the members having a right to vote or the resolution is not passed at the meeting supported by a majority of two-thirds of members having a right to vote. It is patent that in each case the starting point for computing the period of bar for fresh requisition for the meeting is and was the date of the special meeting actually held in pursuance of a requisition as per law. By the amendment, no change has been brought about in the starting point; the change is only in the period. This is amply clear from the plain language of the amended provision, so also the stated object behind it. No special meeting having been held in pursuance of the earlier requisition, there is no question of a bar for the second requisition within the alleged prohibited period. The submission that the real intention of the Legislature was to create a bar against a second requisition within one year despite absence of a special meeting in pursuance of the first requisition does not warrant acceptance. To do so would be to go against the object and also to re-write the sub-section by judicial interpretation. This is impermissible under the canons of interpretation. The first point must, therefore, fall.

7. Section 46-B(2) contemplates a requisition to be signed by at least one-third of the members with a right to vote and nothing more. That requirement is fulfilled. Thirteen out of the twenty-four members with a right to vote have put their hand on the requisition. Seventeen more, who may not have a right to vote, have also put their hand. But that would make no difference. At the most, it is a surplusage which can be just ignored. That the number of surplusage is larger will have no impact on the legality of the requisition. The second point is also equally meritless."

7. I have heard Mr. M. Mishra, learned Sr. Counsel appearing for the Petitioners

along with Mr. S. Senapati, learned counsel Mr. A. Tripathy, learned Addl. Govt. Advocate appearing for the State-Opp. Parties and Mr. S.S. Tripathy, learned counsel along with Mr. A. Satapathy, learned counsel appearing for the Private-Opp. Parties. On the consent of the learned counsel appearing for the Parties and with due exchange of the pleadings, the matter was heard at the stage of admission and disposed of by the present order.

8. Having heard learned counsel appearing for the Parties, considering the submissions made and after going through the materials available on record, this Court finds that basing on the requisition and resolution submitted by 41 members out of the total 64 Samiti members of Mahakalapada Panchayat Samiti before Opp. Party No. 2 on 21.03.2025, notice dtd.28.03.2025 under Annexure-1 series was issued to the members as well as the Chairperson of the Samiti, by fixing the vote of no confidence to 05.04.2025.

8.1. Prior to holding of the meeting on 05.04.2025 in terms of Annexure-1 notice dtd.28.03.2025, the same was deferred on the ground indicated in the notice dtd.04.04.2025 under Annexure-4. The present writ petition was filed initially challenging such action of Opp. Party No. 2 in deferring the meeting vide notice dt.04.04.2025.

8.2. However, subsequently vide notice dtd.21.04.2025 under Annexure-5, when the vote of no confidence was fixed to 29.04.2025, the same was brought on record by way of amendment and enclosed as Annexure-5 to the writ petition. Considering the grounds taken in the writ petition, this Court vide order dtd.25.04.2025 passed an interim order by staying the operation of notice dtd.21.04.2025 and accordingly vote of no confidence was not held on 29.04.2025.

8.3. Taking into account the provisions contained under Sec. 46-B(2)(f) of the Act and placing reliance on the decisions as cited (*supra*), it is the view of this Court that since in terms of notice dtd.28.03.2025, no meeting was held on 05.04.2025, it cannot be held that the meeting was adjourned on the date fixed and thereby attracting the provisions contained under Sec. 46-B(2)(f) of the Act. Since no meeting in terms of the notice dtd.28.03.2025 was held on 05.04.2025, it cannot be held that the meeting was adjourned on the said date.

8.4. In view of the aforesaid analysis, this Court neither finds any illegality or irregularity in deferring the meeting with issuance of the notice dtd.04.04.2025 under Annexure-4 and so also notice dtd.21.04.2025 under Annexure-5 fixing the vote of no confidence to 29.04.2025. This Court accordingly is not inclined to interfere with the notices dtd.04.04.2025 and 21.04.2025 so issued by Opp. Party No. 2 under Annexure-4 & 5 and dismiss the writ petition so far as the challenge made to the said two notices.

8.5. With regard to the stand taken by the Petitioner that the requisition was not submitted on 21.03.2025 and it was submitted on 27.03.2025, since is not supported by any authentic pleadings, save and except the complaints made in

that regard vide Annexure-2 series & 3 series, this Court is unable to accept such contention raised by the Petitioner in the writ petition. Not only that the allegation that the requisition dt.21.03.2025 was not submitted on 21.03.2025 and submitted only on 27.03.2025 being disputed question of fact, the same cannot be looked into by this Court while exercising the power under Art. 226 of the Constitution of India, in view of the decision in the case of Sukamani Das, M/s. A.P. Electrical Equipment Corporation, Shubhas Jain as well as M.K. Jose as cited (supra).

8.6. Similarly, on the face of the requisition being made by 41 members out of the total 64 members of the Samiti, the allegation that signature of 2 (two) of the members have been forged or they have not signed the requisition has got no significance as the requisition even made by 39 members being more than 1/3rd of the total members of the Samiti, it is in accordance with the provision contained under Sec. 46-B(2)(a) of the Act.

8.7. Therefore, this Court on any count does not find any merit in the writ petition and dismiss the writ petition accordingly. However, in view of the interim order passed by this Court on 25.04.2025, since the vote of no confidence was not held on 29.04.2025 in terms of notice dtd.21.04.2025, it is open for Opp. Party No. 2 to issue a fresh notice in that regard.

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