

(2004) 12 OHC CK 0015
In the Orissa High Court
Case No : Writ Petition (C) No. 8668 of 2004

Rushinath Rout

APPELLANT

Vs

State of Orissa and Others

RESPONDENT

Date of Decision : 13-12-2004

Acts Referred:

Orissa Grama Panchayat Act, 1964 — Section 24(2)

Citation : (2005) 99 CLT 402 : (2005) OLR 351 Supp

Hon'ble Judges : Sujit Barman Roy, C.J; L. Mohapatra, J

Bench : Division Bench

Advocate : B.K. Mohanty, S.S. Panda and P.K. Panda, for the Appellant;
Additional Government Advocate, for the Respondent

Final Decision : Dismissed

Judgement

L. Mohapatra, J.—The petitioner who is Naib-Sarpanch of Raisuan Grama Panchayat in the District of Keonjhar has filed this Writ Application challenging the Order dated 3.8.2004 passed by the Sub-Collector, Keonjhar adjourning the date of meeting of the Grama Panchayat for holding no-confidence motion against him from 12.8.2004 to 23.8.2004.

2. Case of the petitioner is that after retirement from Government service he was elected as Naib-Sarpanch of Raisuan Grama Panchayat in the District of Keonjhar. Grama Panchayat is represented by 18 Ward Members and 13 Ward Members out of them connived with the Sarpanch and having taken a decision to remove the petitioner from the post of Naib-Sarpanch brought a requisition against the petitioner for holding no-confidence motion. On receipt of the requisition the date of no-confidence motion was fixed to 12.8.2004 at 11 A.M. Before the said date the impugned Order dated 3.8.2004 was passed adjourning the meeting for no-confidence motion from 12.8.2004 to 23.8.2004. The only ground in this Writ Application is that u/s 24(2)(h) of the Orissa Grama Panchayat Act, 1964 once a meeting is fixed to a particular date, same cannot be adjourned and therefore the impugned order in Annexure-4 is illegal. This being the question of law raised

before this Court, Learned Counsel for the State did not want to file counter-affidavit and on consent of Learned Counsel for the petitioner as well as Learned Counsel for the State, we took up the matter for hearing and disposal.

3. Learned Counsel appearing for the petitioner drew attention of the Court to Section 24(2)(h) of the Orissa Grama Panchayat" Act and submitted that no meeting fixed for holding vote of no-confidence against Sarpanch or Naib-Sarpanch can be adjourned to a subsequent date and if such a meeting could not be held on the date fixed, for one year thereafter no requisition can also be made for holding another meeting for vote of no-confidence motion. Learned Counsel for the State, on the other hand, submitted that so long as the meeting is not held the provision relied upon by the Learned Counsel for the petitioner has no application and therefore there is no illegality in the impugned order.

4. From the documents annexed to the Writ Application, it appears that on the basis of a requisition brought by required number of Ward Members vote of no-confidence motion against the petitioner was fixed to 12.8.2004 at 11 A.M. The Sub-Collector by his letter dated 28.7.2004 had intimated about fixation of the said date. However in the impugned letter dated 3,8.2004 the date of holding vote of no-confidence was adjourned from 12.8.2004 to 23.8.2004 for unavoidable reasons. Much reliance was placed by the Learned Counsel for the petitioner on Section 24(2)(h) of the Orissa Grama Panchayat Act, 1964. Said provision runs as follows :

"In convening a meeting under Sub-section (1) and in the conduct of business at such meeting the procedure shall be in accordance with such rules, as may be prescribed, subject, however to the following provisions, namely :

*** ** "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 Sarpanch or Naib-Sarpanch, as the case may be, shall be taken up for consideration at the meeting."

Learned Counsel for the petitioner referring to the said provision contended that once a date for the meeting is fixed it cannot be adjourned, whereas Learned Counsel for the State submitted that unless the meeting is held there is no bar for adjourning a date for unavoidable reasons. It is therefore necessary to interpret the said provision in relation to the word "adjourn". In absence of any definition in the Act, the dictionary meaning of the word "adjourn" is to be looked into. In the Oxford Dictionary meaning of the word "adjourn" is "break off (a meeting) with the intention of resuming it later and/or postpone." From the dictionary meaning of the word "adjourn" it appears that postponement of the meeting is to be done only when a meeting is held. In the case of P. Venkata Somaraju and Others Vs. Principal Munsif-Magistrate, Bhimavaram, West Godavari Dist. and Others, a similar question arose and the Court held as follows :

"xxx An adjournment is the act of postponing meeting of any private or public

body or any business until another time or indefinitely in which case it is an adjournment sine die: This expression also applies to the period during which the meeting or business stands adjourned xxx".

In view of the above, we find considerable force in the contention of the Learned Counsel for the State. Admittedly, date had been fixed to 12.8.2004 for holding no-confidence motion and much before the said date by Order dated 3.8.2004 the Sub-Collector, Keonjhar adjourned the meeting from 12.8.2004 to 23.8.2004 for unavoidable reasons. Since the meeting was not at all held, we are of the view that the Section 24(2)(h) of the Act has no application to the facts of the present case.

5. Accordingly, we donot find any illegality in the impugned order in Annexure-4. The Writ Application is devoid of any merit and the same is dismissed.

Sujit Barman Roy, C.J.

6. I agree.