

2025:PHHC:102786



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP-22916-2025 (O&M)
Date of decision :08.08.2025

RAVINDER KUMAR

...Petitioner

Versus

STATE OF HARYANA AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present : Mr. Gurinder Singh Dhot, Advocate
for the petitioner.

Ms. UpasanaDhawan, A.A.G., Haryana.

HARSH BUNGER, J. [ORAL]

Prayer in the present writ petition, filed under Articles 226/227 of the Constitution of India, is for issuance of a writ in the nature of *certiorari*, for setting aside the order dated 17.06.2025 (Annexure P-13) passed by the learned Deputy Commissioner, District Ambala and order dated 09.07.2025 (Annexure P-15) passed by the learned Commissioner, Ambala Division, Ambala.

2. Briefly, the petitioner is stated to be the elected *Sarpanch* of village UjjanMajri, Tehsil Naraingarh, District Ambala. It is alleged that the petitioner was being harassed by the State officials as he does not belong to the political party in power in the State of Haryana.

2.1 Petitioner states that the village Panchayat decided for cutting and selling the trees from the Panchayat land of the village and accordingly,

the request to conduct auction, was sent to the concerned departments and after obtaining necessary approvals, auction was fixed on 20.02.2024, then on 26.03.2024 and thereafter, on 05.04.2024; however, everytime the auction was cancelled as the concerned officials were not available. Thereafter, the petitioner is stated to have submitted a request to the Block Development and Panchayat Officer, Naraingarh for conducting the auction vide his letter dated 09.04.2024 (Annexure P-1).

2.2 Petitioner claims that thereafter, the auction of 426 Eucalyptus trees were conducted on 31.05.2024 by the Block Development and Panchayat Officer, Naraingarh; wherein the highest bid of Rs.40,00,000/- submitted by one contractor-Sarwan Kumar was accepted and the entire payment of Rs.40 lacs was to be made by the contractor before cutting of trees. The terms and conditions of the auction were recorded in the auction proceedings dated 31.05.2025 (Annexure P-2), which read as under :-

“Today on 31.05.2024, auction of trees standing in the land of Panchayat of Village UjjalMajri, in compliance of letter of Block Office bearing no.6188, Dated 28.05.2024 and the president ship of SarpanchRavindra Kumar, has conducted in the Community Centre. The conditions of the auction read over to all the present persons in the presence of AsthaGarg, BDPO, which are as under :-

- 1) The auction of 426 trees will be according to the conditions as of the letter no.887, dated 15.02.2024.*
- 2) The amount of Rs.50,000/- has to be deposited for participation and the same will be returned to the unsuccessful bidders.*
- 3) The successful bidders has to deposit the amount of 25% immediately after the auction and remaining amount has to be deposited before*

cutting of trees. It has to be deposited within 10 days only.

- 4) *The bidders shall cut the marked trees only and other trees will not be damaged.*
- 5) *Panchayat members will not take part in the auction.*
- 6) *The period of 03 months shall be given to the successful bidders.*
- 7) *Contractor will cut the trees only and roots will not be uprooted.*
- 8) *During the cutting of trees, if any, accident happened, the panchayat will not be responsible for the same.”*

2.3 Apparently, out of the bid amount of Rs.40,00,000/-, Rs.50,000/- was deposited by the afore-said contractor at the time of participation in the auction and thereafter, an amount of Rs.9,50,000/- was deposited in the account of village Panchayat on 31.05.2024 and Rs.20,00,000/- was deposited in the account of village Panchayat on 01.07.2024. Petitioner claims that the contractor Sarwan Kumar gave a cheque of Rs.10,00,000/- (Annexure P-4) in the name of Gram PanchayatUjjanMajri on 09.07.2024 and the concerned entries are duly reflected in the account statement (Annexure P-3) of the Panchayat.

2.4 It is stated that after depositing the afore-said amount, the contractor started cutting the trees on 10.07.2024 and when he had cut about 25 trees then the police visited the spot and stopped the cutting of trees by the contractor; whereupon, the contractor-Sarwan Kumar approached the panchayat for not presenting his cheque dated 09.07.2024 for encashment; whereupon, the panchayat passed a resolution dated 12.07.2024 (Annexure P-6) for not presenting the cheque till the matter was resolved.

2.5 Thereafter, the Gram Panchayat is stated to have approached this Court by way of filing *CWP-10672-2024*, wherein, *status quo* order dated 19.07.2024 (Annexure P-8) was passed regarding cutting of trees.

2.6 It transpires that as regards the cutting of trees, a complaint dated 07.03.2025 (Annexure P-9) was filed against the petitioner before the learned Deputy Commissioner, Ambala by one Sh. Jagpal Singh alleging therein that the petitioner has allowed the cutting of trees without receiving the complete bid amount of Rs.40,00,000/-. Other allegations were also levelled.

2.7 The afore-said complaint dated 07.03.2025 (Annexure P-9) was marked for enquiry to the concerned Block Development and Panchayat Officer, who submitted his report dated 04.04.2025 (Annexure P-10); wherein, it was *inter alia* stated that the *Sarpanch* had violated the rules and that he permitted cutting of trees without getting the entire amount of Rs.40,00,000/- deposited. It was further stated in the enquiry report that the possibility that the *Sarpanch* had acted illegally in the development works or has caused embezzlement, cannot be ruled out.

2.8 Thereafter, a Show Cause Notice was issued to the petitioner, to which, he submitted his reply dated 11.04.2025 (Annexure P-12) indicating that Rs.30,00,000/- was already deposited in the bank account of the panchayat and a Cheque No.805256 for an amount of Rs.10,00,000/- was already given to the panchayat by the contractor on 09.07.2024 before starting the cutting of trees on 10.07.2024. It was stated that the cheque was not presented for encashment on the written request of the contractor as the cutting of trees was stopped by the Administration.

2.9 The learned Deputy Commissioner, Ambala, upon consideration of the matter, passed an order dated 17.06.2025 (Annexure P-13) and suspended the petitioner from the post of *Sarpanch*.

2.10 Feeling aggrieved against the afore-said suspension order, the petitioner preferred an appeal before the learned Commissioner, Ambala, which has also been dismissed vide order dated 09.07.2025 (Annexure P-15).

2.11 In the afore-mentioned circumstances, the present writ petition has been filed by the petitioner before this Court, for the relief/s, as noticed here-in-above.

3. The only ground taken by the learned counsel for the petitioner is that there was no basis for suspending the petitioner from the post of Sarpanch as the contractor had deposited Rs.30,00,000/- out of the total bid amount of Rs.40,00,000/- in the account of the panchayat and another cheque of Rs.10,00,000/- had been handed over to the panchayat on 09.07.2024 before the contractor started cutting of trees on 10.07.2024. It is, therefore, contended that there was no occasion for the suspension of the petitioner.

4. Before considering the case of the petitioner, it would be apposite to refer to Section 18(1) and Section 51(1)(b) read with Section 51(3)(e) of the Haryana Panchayati Raj Act, 1994 (in short 'the 1994 Act'), which read as under :-

“18. Custody of Gram Panchayat record, property and liability to hand them over.-- (1) [The Sarpanch and in his absence the Panch] elected by the Gram Panchayat or authorised by the Block Development and Panchayat Officer in this behalf shall be responsible for the custody and charge of such movable or immovable property of the Gram Panchayat and such of its records as may be prescribed.”

51. Suspension and removal of a Sarpanch or Panch.-- (1) *The Director or the Deputy Commissioner concerned may, suspend any Sarpanch or Panch, as the case may be,--*

(a) where a case against him in respect of any criminal offence is under investigation, enquiry or trial, if in the opinion of the Director, or Deputy Commissioners concerned the charge made or proceeding taken against him, is likely to embarrass him in the discharge of his duties or involves moral-turpitude or defect of character;

(b) during the course of an enquiry for any of the reasons for which he can be remove, after giving him adequate opportunity to explain.

(2) Any Sarpanch or Panch, as the case may be, suspended under sub-section (1), shall not take part in any act or proceeding of the Gram Panchayat during the period of his suspension and shall hand over the records, money or any other property of the Gram Panchayat in his possession or under his control –

(i) if he is a Sarpanch to a Panch commanding majority in the Gram Panchayat:

(ii) if he is a Panch to Sarpanch:

Provided that the suspension period of a Panch or a Sarpanch, as the case may be, shall not exceed one year from the date of handing over the charge in pursuance of the suspension order except in criminal cases involving moral turpitude.

(3) The Director or the Deputy Commissioner concerned may, after such enquiry as he may deem fit and after giving an opportunity of being heard to a Sarpanch or a Panch, as the case may be, ask him to show cause against the action proposed to be taken against him, and by order remove him from his office –

(a) if after his election he is convicted by a criminal court for an offence involving moral turpitude and punishable with imprisonment for a period exceeding six months;

(b) if he was disqualified to be a member of the Gram Panchayat at the time of his election;

(c) if he incurs any of the disqualifications mentioned in section 175 after his election as member of the Gram Panchayat;

(d) if he is absent from five consecutive meetings of the Gram Panchayat without prior permission or leave of Gram Panchayat; and

(e) if he has been guilty of misconduct in the discharge of his duties and his continuance in the office is undesirable in the public interest.”

4.1 In terms of Section 18(1) of the 1994 Act, the Sarpanch is responsible for the custody and charge of such moveable and immoveable property of the gram panchayat and such of the records as may be prescribed.

4.2 Now coming to the case in hand, a perusal of the terms and conditions of the auction clearly reveals that the successful bidder has to deposit an amount of 25% immediately after the auction and the remaining amount has to be deposited before cutting of trees and the said amount was required to be deposited within ten days. Apparently, the auction was conducted on 31.05.2024 and the ten days would have elapsed on 10.06.2024; however, the contractor had deposited Rs.50,000/- at the time of bid, another Rs.9,50,000/- was deposited in the account of the panchayat on 31.05.2024 i.e. the date of auction and a further amount of Rs.20,00,000/- was deposited in the panchayat account only on 01.07.2024, which is beyond the period of ten days, as envisaged under the terms and conditions of the auction (Annexure P-2).

4.3 That apart, the petitioner claims that he already had a cheque of Rs.10,00,000/- from the concerned contractor issued on 09.07.2024;

however, there is no material on record to indicate that the said cheque was ever deposited in the bank account of the panchayat.

4.4 Evidently, the petitioner while acting as the Sarpanch, permitted the contractor to cut the trees in violation of the terms and conditions of the auction i.e. without getting the entire bid amount deposited from the contractor. Further, even if the contractor had issued a cheque on 09.07.2024 then he should have immediately deposited the same in the account of the gram panchayat; however, the same was never done.

5. In my considered view, *prima facie*, the petitioner has misconducted himself in the discharge of his duties. Concededly, a regular enquiry is already pending against the petitioner. In these circumstances, I find no compelling reason to interfere with the impugned orders; however, in the peculiar facts and circumstances of the case, I deem it appropriate to direct that let the regular enquiry be concluded within a period of four months from today.

5.1 Resultantly, the instant writ petition is dismissed with the afore-said observations.

6. All pending applications (if any) shall also stand closed.

August 08, 2025
gurpreet

(HARSH BUNGER)
JUDGE

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No