(1) பக்கங்களின் எண்ணிக்கை 52

(2) புதுக்கித் திருப்பிய நாள் அக்டோபர் 88

(3) ஆதாரங்குறிப்பவர் கருக்கொப்பம்

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

பொது பணித் துறை

அரசாணை எண்.
மு. கோப்புத் தாள் எண். 3493 W

அச்சகம்
பல்வகை

நாள் : 20-12-1887 198-.

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

ஆவண கா-1—18,006—15-6-87.

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TO

HIS EXCELLENCY THE RIGHT HON'BLE,
THE GOVERNOR IN COUNCIL,
FORT SAINT GEORGE,
MADRAS.

MAY IT PLEASE YOUR EXCELLENCY,

The humble petition of A. MURUGESA MUDALIR, *late Supervisor P. W. D., in the Salem Sub-Division, of the Coimbatore Division of the 4th Circle.*

MOST RESPECTFULLY SHEWETH,

That the Petitioner was dismissed from his appointment, by an order of the Chief Engineer, dated 23rd May 1887, copy attached, under the following circumstances :—

2. The Petitioner was employed in the Karoor Taluk, Erode Sub-Division from March 1876 up to 19th September 1886, the date of his transfer to the Salem Sub-Division.

He gave over charge of his office to Mr. Kalyana Ramier, the Sub-Divisional officer under whom he had been serving under exceptionally difficult and unfavourable circumstances from May 1886, when that officer came and took charge of the Sub-Division, as the official correspondence between the Petitioner and the said officer will clearly show. The Petitioner had the misfortune to incur the displeasure of this officer, as he could not induce himself to help in the discharge of his official duties, two or three dependants who were specially recommended to him for patronage by the said officer, when he had charge of the Sub-Division at the close of 1885.

Moreover, when the petitioner took charge of the Supervisor's office in the Salem Sub-Division, from S. Raghava Iyengar, he found himself under the necessity of reporting to his official superior, the unsatisfactory condition of certain works, then in progress and the carelessness displayed in the preparation of certain estimates by Messrs. Raghava Iyengar and Kalyana Ramier.

The two officials were naturally provoked by the action, taken by the petitioner and retaliated on him by sending a report against him, charging him with various offences, in the matter of certain sales of trees on the bank of Pullampolliam channel in the year 1884, and inducing certain contractors and subordinates by means of their official influence, to give evidence against the petitioner. It was alleged that the irregular proceedings and the illegal acts of the petitioner came to light in making enquiries regarding a tree-cutting case of 1886, which *ultimately resulted in an unsuccessful criminal prosecution against one Kadar Batcha Sub and four others.*

The said report was immediately acted upon. The petitioner was summoned to Coimbatore by telegram and the fact that arrangements were *simultaneously made to relieve the petitioner of his charge*, shows that the petitioner's suspension was contemplated even at that stage of the enquiry. On preserving himself before the Executive Engineer, the petitioner was shown certain papers relating to the sales of trees, which took place in 1884 and was asked what he had to say with reference to those papers. An immediate explanation was insisted upon though no definite charges were then formulated against the petitioner and though he had no opportunity whatever of examining the necessary records and refreshing his memory. The petitioner gave such explanation as he could under such circumstances. He was then asked to follow the Executive Engineer to Erode where an enquiry was held regarding the said sales of trees of 1884. At the close of the enquiry, the Executive Engineer was pleased to suspend the petitioner, without assigning any reasons for doing so in the order of suspension (Ex. A) and send a report (Ex. B) against him to the Superintending Engineer.

A *written explanation* was then demanded (Ex. B). The petitioner while submitting the explanation required (Ex. C) prayed for a fuller enquiry into the truth of the charges brought against him as the enquiry conducted by the Executive Engineer at Erode was extremely irregular and imperfect. The Superintending Engineer was pleased to hold another enquiry at Karoor on the 7th and the 8th days of December 1886 and called upon the petitioner to submit his final explanation.

Before he had time to obtain the necessary copies for doing so, he was ordered by telegram on the 11th December to appear before the Executive Engineer at Erode, to be present at another enquiry, to be made with reference to the complaint made against him by one Nagaratnam Pillay, to the effect that the petitioner got certain works executed in the year 1882, in the name of a fictitious Contractor named Venkatachela Mudaly. An informal enquiry was held on the 13th and the 14th of December. But the petitioner is not in a position to state what report was submitted to the Superintending Engineer, in consequence of this enquiry. The petitioner requested the Executive Engineer, in his application of the 15th December, to furnish him with copies of the depositions taken on the 13th and the 14th December, during the course of the said enquiry and of the report sent to the Superintending Engineer, but the said officer *declined to do so* stating that he saw no reason why the documents should be supplied to the petitioner. (Exs. I and J). The petitioner was further informed by the order of the Superintending Engineer, dated 18th December 1886 (Ex. H) on the petitioner's applications of the 10th and the 15th December (Exs. D and G) for copies of papers that he should "confine his attention to the tree-cutting cases of 1884," and that if any further distinct charges unconnected with the said cases should be framed against him, the documents relating thereto would be supplied to him.

It will be clear from these circumstances that the petitioner was then

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induced to believe that he had nothing to answer in connection with the complaint of Nagaratnam Pillay. If the Superintending Engineer and the Executive Engineer intended recommending his dismissal, on any charge, based on the said complaint, they should have furnished the petitioner with the documents required. Subsequent events have shown that such was their real intention though the petitioner was directed to confine his attention to the sales of 1884.

The petitioner submitted his final explanation regarding these sales on the 28th December 1886. (Ex. K).

He was then all on a sudden called upon (Ex. R.) to submit an explanation with reference to Nagaratnam Pillay's complaint which he did (Ex. S.) on the very day (29th) on which he received the order without however being furnished with the copies required as promised (Ex. H.)

The Superintending Engineer thereupon forwarded a report to the Chief Engineer and informed the latter that the petitioner was found guilty of the charges brought against him.

As a copy of this report has not been furnished to the petitioner, he is not in a position to state what charges were considered as proved. It is to be inferred from the final order of dismissal that the petitioner's dismissal was recommended not only on the charges drawn up against him in connection with the tree-cutting cases of 1884, to which he was called upon to confine his attention in submitting his explanation, but also on the charge of using the name of a fictitious Contractor in 1882. It is further clear from the said order that a new charge was intended to be added to the number, if the criminal prosecution instituted against Kadar Batcha Saib and others for unlawfully cutting and removing Government trees, *should in the end prove successful*, though the petitioner was not made a defendant in the said proceedings.

The petitioner made a representation to the Chief Engineer (Ex. T) pointing out all the irregularities of the enquiry and praying for a full investigation into the whole matter.

The petitioner's case was then allowed to stand over, until the decision of the Magistrate in the matter of the complaint against Kadar Batcha Saib (Ex. U). The Magistrate gave his decision on the 26th April 1887 (Ex. V) convicting Kadar Batcha Saib and acquitting the rest. Though the petitioner was merely examined as a witness for the prosecution in the case, this decision is taken, as proof of the petitioner's guilt. And mainly upon the strength of this decision and the views expressed by the Superintending Engineer, the petitioner was condemned as one unfit for continued employment in the Government service and was dismissed from his appointment by an order dated 25th May 1887.

As so much stress was laid on the decision in the criminal case and the remarks made therein and as the said order of dismissal was made to rest on the other charges also, the petitioner was obliged to wait up to this time for the final decision of the Sessions Court of Coimbatore in the criminal case aforesaid and for the copies of certain papers connected with the said additional charges.

3. That the petitioner now begs to appeal to your Excellency against the said order of dismissal on the following among other grounds :—

4. The charges brought against the petitioner relate to four different transactions and may be summarized as follows :—

(*a*) The sales of trees on the Pullapolliam channel bank in the year 1884.

(1) That the first auction of the 21st August 1884 discloses a design on the part of the petitioner to sell very valuable Property for a very inadequate price to his friend Dustagiri Saib.—

(2) That the second auction of the 25th September was a mere farce to hide the former attempt.

(3) That indiscriminate tree-cutting was allowed to continue after the 24th November and that the proceeds were misappropriated.

(*b*) That in the matter of the license granted to one Kuppusawmy to cut Government trees on the Pullapolliam channel bank for the purpose of firing brick kilns in executing certain Government works, the petitioner was to blame in not making any deductions in the payment made to the said contractor on account of the value of trees cut by him and in not leaving any information in the office for the guidance of his successor.

(*c*) That the petitioner obtained the execution of certain Government works in the year 1882 in the name of a fictitious Contractor called Venkatachela Mudaly.

(*d*) "And lastly that owing to looseness in the 1st statement of auction in 1884 a number of trees were sold for a trifling sum" to one Kadar Batcha Saib and that the petitioner "never brought this to notice as he was in duty bound to do."

5. The petitioner was departmentally tried mainly with reference to the charges included under (*a*). No formal enquiry was made as regards charge (*b*). There was an informal investigation held by the Executive Engineer in connection with charge (*c*), but the records connected with it have been withheld from the petitioner. There was no enquiry whatsoever with reference to charge (*d*) and the said charge came to the petitioner's knowledge only through the order of dismissal.

6. Nevertheless the petitioner has been dismissed *not on account of the first charge* (*a*) for which petitioner was suspended and his explanation taken, but on account of the other three charges.

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7. The petitioner respectfully submits that charges (*b*), (*c*), and (*d*) are not established by proper evidence and do not disclose such offence on the part of the petitioner as would justify his dismissal.

8. Charge (*b*).—With reference to this charge, the Chief Engineer is pleased to make the following observations :—

"And this fact remains that a very large number of trees were cut between 1884 and the Supervisor's transfer, no deductions were made in the contractor's accounts and no record left by the Supervisor to show a deduction was to be made."

The petitioner respectfully submits the following explanation in reply to these remarks :—

It has been the practice for several years in the department to give permission to contractors to cut and use Government trees for fuel in carrying out the works which they have undertaken and to deduct the value of the trees so cut from the amount of the final bill. As far as the petitioner's knowledge goes, this procedure was followed in the Erode Sub-Division for more than 12 years. It is admitted by the Executive Engineer (Ex. B., Paras. 14 and 15) that similar arrangement was made with the Thadampoham Tank Contractor and that a sum of Rs. 32-4-0 was deducted for the value of trees from the bill of the said contractor. These facts show that the practice in question is not one of a novel kind invented and introduced by the petitioner for his own benefit but of a kind that had been in existence before the petitioner joined the Sub-Division and that he had simply followed it and that the officers in charge never objected to it.

Under certain circumstances such an arrangement is often convenient if not necessary. The terms of such contracts are well understood by both the parties. There is an account kept of the work done. The amount of the fire-wood consumed in firing lime and brick kilns for one cubic yard of brick work and of lime is estimated according to well-known rules. A watcher sees that the trees cut are not used for any other purpose. The amount of fire-wood used being thus ascertainable, the price of trees cut is estimated according to the rate agreed upon for a bandy load of fire-wood. The existence of such a contract in the present case is not disputed. It is admitted by the contractor himself. Further, there is the endorsement by the petitioner on the contractor's application to the Sub-Divisional officer for permission to cut the Government trees. There is on record the petitioner's letter to the Tahsildar written in 1884 to show why the contractor was permitted to cut the trees in question and how the value of the trees was to be deducted from the payments to be made to him. The Water Registrar's reports also indicate the place where the contractor was cutting trees according to the license granted to him. It was the duty of this Water Registrar to see that the contractor did not use the fuel for any other purpose and he had been so doing as admitted by him before the Executive Engineer. The deposition of Supervisor Mr. Raghava Iyengar (Ex. W 2) before the Magistrate clearly shows that there are sufficient materials on record to calculate the trees actually cut by the contractor.

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It will be evident to your Excellency from these facts that the contractor did not in a clandestine and unauthorized manner use Government trees and that the petitioner did no connive at any such proceeding. There is not the slightest evidence to show that the petitioner was guilty of any fraud in the matter or that he tested or attempted to derive any profit for himself by allowing the contractor to cut Government trees. It will be seen from the Supervisor's deposition above referred to, that, deducting the number of trees sold in the years 1884, 1885 and 1886 from the total number of trees on the bank appearing in the office records, the number of trees cut by the contractor would only amount to 140 (Ex. W-3) The value thereof will not be more than Rs. 15 according to the usual rates. The petitioner leaves it to your Excellency to judge whether under such circumstances he is likely to have entered into a fraudulent arrangement with the contractor to secure for himself any illegitimate profit.

It is quite true that no deductions were made in the contractor's bills up to the time the petitioner left that Sub-Division. As the work was then still going on, the petitioner thought it more convenient to make the adjustment at the time of the final bill as was usually done in such cases. If the petitioner had left no special instructions to his successor it was merely through oversight. It is not always possible to leave instruction to one's successor about every matter. The office clerks would always be there to give the necessary information. And it would be very easy to obtain from the petitioner such other information as might be needed within a very short time or to send for him if necessary as he was only transferred to an *adjoining Taluk of the same Division* having railway communication with it. It is humbly submitted that under these circumstances it will be altogether unjust to say that the petitioner had any dishonest or fraudulent intention in the matter.

No loss has been sustained by the Government and there is not the slightest evidence to justify the assumption that the petitioner intended to defraud the Government. There are ample materials left on the record to show the existence and conditions of the arrangement made with contractor and nothing has been done by the petitioner wilfully to mislead his successor.

9. With reference to charge (c) the Chief Engineer is pleased to make the following remarks :—

"In regard to the second charge which the Superintending Engineer considers after long enquiry to be proved, the evidence goes to show that the Supervisor represented that certain work was being carried out by a contractor who did not exist and the Supervisor himself paid the coolies. False evidence may have been given here but it is a noticeable fact that certain cheques appear endorsed by the contractor to the Overseer's writer who has since been dismissed Government service, refuses to give any evidence and there is also this fact that the Supervisor named a certain man as the contractor and when this man was examined and asserted that he never did any work for the D. P. W. Department, the Supervisor attempted to produce another man as the contractor and failed to produce him. Had this impersonation resulted in any loss to Government, it would have been necessary to prosecute the Supervisor criminally but it appears the work was

done properly though the profit allowed to the contractor may have gone into the Supervisor's pocket."

In reply to these remarks the petitioner respectfully submits the following explanation for your Excellency's consideration :—

This charge arose from a complaint made in 1886 by one Nagaratnam Pillay, whom petitioner had to dismiss from his appointment in the year 1882, for dishonesty and drunkenness. The first occasion on which Nagaratnam Pillay brought this charge was immediately after his dismissal in 1882, when he represented to the Sub-Divisional officer and Executive Engineer that Venkatachella Mudaly in whose name the work was being executed was not the real contractor. Had the Sub-Divisional officer and Executive Engineer, instead of themselves disposing of Nagaratnam Pillay's petition as also and unfounded, referred it to petitioner for explanation, he should most certainly have prosecuted Nagaratnam Pillay for defamation in the same way as he (petitioner) in 1885, successfully prosecuted some of the inhabitants of Karoor Taluk for defaming petitioner's character.

The works which were carried out by Venkatachella Mudaly were deemed emergent and were set on foot at the close of the official year. As the other contractors had enough of work on their hands, these contracts were then entered into with one Venkatachella Mudaly, who was then trading as a plantain-merchant in the neighbourhood. He engaged the services of an experienced maistry named Kistnappa Naidu. This was done with the consent of the superior officers. The work went on for several months. There were frequent inspections both by the then Sub-Divisional officer Mr. C. A. Smith and the Executive Engineer Mr. J. P. Davidson. Venkatachella Mudaly was present at some of these inspections. Owing to his other pressing engagements, the contractor found it difficult to be present at every inspection and attend personally to the work. His agent and maistry Kistnappa Naidu used to be frequently present at the times of inspection and measurement and attend to all the details.

While matters stood as above stated, Nagaratnam Pillay, the present complainant, whom, as stated above, the petitioner was obliged to dismiss from his appointment in the year 1882, for dishonesty and drunkenness, made a representation, (*Vide* his depositions and petitions, copies of which were denied to petitioner) to the Sub-Divisional officer and the Executive Engineer that Venkatachella Mudaly was not the real contractor. This petition was then thrown out as containing false and unfounded allegations. Venkatachella Mudaly continued as contractor for some time afterwards. He personally appeared before the Sub-Divisional officer, as the office records unmistakeably show, to receive cheques and payments. Some cheques were given to the contractor himself personally by the Sub-Divisional officer while others passed through the petitioner's hands. If there was any truth in the complaint made, while the work was still progressing, it would have been very easy for the Sub-Divisional officer to detect the alleged fraud. The said officer found no reason for even a suspicion in the matter

even when his attention was specially called to the matter by the complaint of Nagaratnam. After the work had proceeded to a considerable extent, Venkatachella Mudaly presented an application for transfer of the contract to the name of Kistnappa Naidu, who had all along been working as his agent and maistry, on the ground that his other engagements rendered it impossible for him to attend to the work in question. This application was disposed of by the Sub-Divisional officer himself. Both the contractor and his maistry appeared before him and had their respective claims settled. After the work was completed it was inspected by the Executive Engineer who pronounced it "most satisfactory."

More than four years had elapsed before Nagaratnam had a fair opportunity of repeating his original complaint. *After the petitioner was suspended* Nagaratnam came forward with his story and made a statement before Messrs. Kalyana Ramier, Raghva Iyengar and the Executive Engineer. A man who called himself Venkatachella Mudaly was brought forward by the complainant Nagaratnam Pillay, to declare that he had nothing to do with the contract. *The petitioner never pretended that this man was that contractor.* The petitioner was summoned by telegram to appear before the Executive Engineer to answer this charge. The man who appeared as Venkatachella Mudaly was not examined in his presence. His statement was simply read out to the petitioner and he was called upon to make a statement. A few witnesses were then examined but were not allowed to be cross-examined and the petitioner was sent away without any definite charge being communicated to him and without being furnished with copies of the Executive Engineer's report or the depositions taken. These papers were not supplied to him even when he was called to submit an explanation on the 29th December. After receiving the explanation the petitioner was permitted on the 30th December to see the man who was put forward as Venkatachella Mudaly, and who denied his connection with the work. The petitioner then found that he was a different man altogether. He was then called upon to produce the original contractor, which he found it impossible to do, as on enquiry, he learnt that the contractor and Kistnappa Naidu had long ago left the district.

(*a.*) The very circumstances under which the complaint was renewed were such as to require the strongest evidence and the fullest enquiry to establish the petitioner's guilt. There was no independent enquiry, much less a *long enquiry* into the matter by the Superintending Engineer, as stated in the dismissal order. There was only a short and informal enquiry by the Executive Engineer, during the very time when there was a complaint by the petitioner to the Superintending Engineer as regards the irregular and arbitrary manner in which the charges concerning the sales of 1884 were tried by the said officer (Executive Engineer.) The most important witness—the man put forward as Venkatachellam—in the case was examined in the petitioner's absence. No opportunity was given to the petitioner to have his witnesses ready as he was summoned from Karoor on the 11th without any notice of the nature of the enquiry to be held and as the enquiry took place on the 13th and the

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14th at Erode. The Executive Engineer further refused to give him the copies he required (Ex. J.)

(*b.*) The fact that certain cheques were endorsed by the contractor to a writer in the office, named Cundaswamy is considered as a proof of the petitioner's guilt and Cundaswamy's refusal to give evidence is considered as additional evidence in its support. There is nothing unusual in the endorsement in question. Very often contractors find it convenient to endorse cheques to some clerk in the office to draw the money without being compelled to pay any small fee or remuneration to the petty clerks in the Treasury office. There is nothing extraordinary or suspicious in the course pursued. Other cheques were endorsed to other people by the same contractor. Cundaswamy's resignation shows why he has refused to give evidence. He was, before this enquiry, examined as a witness in the tree-cutting case of 1884. He then deposed that he was forced to make a false statement for fear of dismissal (Ex. M.) After Nagaratnam renewed his complaint, Cundaswamy was asked by Messrs. Raghava Iyengar and Kalyana Ramier to support it by his evidence, and he was informed that he would be dismissed and implicated in the alleged fraud if he should refuse to do so. In consequence of this the said Cundaswamy resigned his appointment on the 10th December. After this enquiry was over, he was dismissed on the 16th December, not however for having refused to give evidence in Venkatachella Mudaly's case, but for having varied his statement before the Superintending Engineer in connection with the enquiry of the tree-cutting case of 1884. The above facts are borne out by the office records and the letter of resignation by Cundaswamy. There is not the slightest evidence to show that the endorsement in question was made with the petitioner's knowledge. The petitioner leaves it to your Excellency to judge how far the inference drawn by the Chief Engineer is justifiable.

(*c.*) The Chief Engineer is under the impression that there was a change in the petitioner's line of defence in consequence of the denial of the man who was put forward as Venkatachella Mudaly, of any connection with works undertaken by the contractor. If the said person was produced before the petitioner at the time of enquiry and identified by him as the real Venkatachella Mudaly and if the petitioner had subsequently denied the fact that he was not the real contractor on finding the transaction repudiated by him, there would be some foundation for the charge. But the case was otherwise. When petitioner's explanation was called for, he was led to believe that he had to answer the *denial of the real Venkatachella Mudaly*. The man was produced *but once*—for the first and last time—at Coimbatore before the petitioner, after *they received*

his explanation and the petitioner unhesitatingly declared that he was not the real man, the moment he set his eyes on him. When this declaration went to upset the case which the petitioner's accusers had supposed was conclusively proved, *they changed their line of action* and accused the petitioner of changing his line of defence. No reason was assigned for not producing this man at the time of the enquiry at Erode. The petitioner humbly submits that the course followed is extremely unfair and the inference drawn by the Chief Engineer altogether unreasonable.

(*c*.) The petitioner's inability to produce the contractor after the lapse of nearly four or five years after the transaction is no proof of the petitioner's guilt. It is not known whether he is dead or alive and in what part of the country he is residing. Petitioner leaves it to your Excellency to judge how far it is reasonable to make petitioner answerable, at such a distance of time, for the movements of contractors.

(*c*.) Gunduswamy's resignation shows that official pressure was brought to bear upon unwilling witnesses, to elicit false statements against the petitioner. And yet the evidence of a few menial servants of the Padugay Establishment, who stated that they saw the petitioner paying some coolies and who were entirely under the control of the persons who worked up these cases against the petitioner is considered as reliable evidence. The existence of some conspiracy against the petitioner is *admitted* by the Chief Engineer. And yet no care is taken to sift the evidence taken and view the case in all its surroundings to ascertain the truth or falsehood of the complaint preferred. The few witnesses whose statements were taken were not allowed to be cross-examined.

(*f*.) The receipt of cheques by Venkatachella Mudaly was attested in each case by two witnesses. None of these people were examined. Two *honest* and *independent* contractors, by no means friendly disposed towards the petitioner, as their former transactions with the department show, distinctly declared in their deposition that there was a contractor named Venkatachella Mudaly who did the work. Their evidence, however, is left unnoticed, as every other evidence which was favorable to petitioner, is left unnoticed.

The above facts clearly show that the complaint is false from beginning to end. The work was admittedly done in a most satisfactory manner. It is not even alleged that the contract itself was favourable to any noticeable extent in its terms to the contractor to induce the petitioner to undertake it himself in the name of a fictitious contractor. If the petitioner desired to make a profit from it he would certainly not have adopted the most foolish and almost insane plan of using the name of a fictitious contractor and getting somebody to personate him for nearly six months before several officers and on dozens of occasions. There

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is not the slightest evidence of "*the impersonation*" spoken of in the Chief Engineer's order. If there is any truth in the charge, somebody must have appeared and acted as Venkatachella Mudaly on numerous occasions. But there is no allegation that any particular man did so. The petitioner's accusers did not venture to suggest the name of any man and no person had the hardihood to come forward and declare that he was induced to play the part of Venkatachella Mudaly, for the petitioner's benefit. It is altogether improbable that any person could have successfully done so, without being immediately detected and brought to trial. A vague presumption that the petitioner might have got the works executed in the name of Venkatachella Mudaly in some unknown and inexplicable manner is considered *as sufficient evidence* of the petitioner's guilt. The complainant had every possible motive to injure the petitioner as he was dismissed by the latter. His story was considered as false and unreliable when the works were in progress and when the gigantic fraud was going on as stated by him.

The petitioner, in conclusion, humbly requests your Excellency to send for and peruse all the papers referred to herein as copies of the said papers have been unjustly refused to him.

10. Charge (*d*) is entirely a new charge as already stated.

The dismissal order contains the following remarks about it:—

"The matter was held over till the case in the Magistrate's Court which it was expected might throw some light on one of the tree-cutting cases was concluded. The judgment has lately been delivered and in it the Magistrate says, "I have to remark that the conduct of Murugesa Mudaliar as it appears in the case calls for the severest punishment." Supposing that there was a conspiracy against the Supervisor it is possible that much of the evidence given before the Superintending Engineer and the Magistrate may have been false, but the conclusions arrived at by both officers after examining a number of witnesses is that the Supervisor is guilty of fraud."

And further on it is added:—

"That owing to looseness in the 1st statement of auction in 1886 a number of trees were sold for a trifling sum and this the Supervisor never brought to notice as he was in duty bound to do."

How far these remarks are justifiable will be seen from the following summary of the facts connected with this case

In the year 1886, when Mr. Subroyachariar was the Sub-Divisional officer at Karoor, he personally inspected the trees on the Pallapothem channel bank and asked the petitioner to prepare a statement showing the number of trees that might be sold and the price which they might be expected to fetch if sold by public auction. The petitioner submitted a statement showing that there were nearly 100 bandy loads available for sale and that Rs. 100 would nearly represent their value.

This statement was accepted by Mr. Subroyachariar and the sale in terms thereof was sanctioned by the Executive Engineer. They were accordingly sold to one Kadar Batcha Saib for Rs. 106 on the condition that the purchaser should limit his cutting to the top and the inner slope of the bank within the 8

miles mentioned in the contract and that he should fell and remove the trees within 90 days. The sale took place on the 19th May 1886, and the petitioner left the Karoor Sub-division on the 19th September.

The Water Registrar, Venkataswamy Naidu, it would appear, sent a report on the 1st October, nearly 11 days after the petitioner's departure, that the contractor was cutting trees after the expiry of the time fixed by the contract. Messrs. Kalyana Ramier and Raghava Iyengar made some enquiries regarding the matter and forwarded a report to the higher authorities. It was alleged that some irregularities connected with the sales of 1884 came to light in the course of investigation regarding the unauthorized tree-cutting by Kadar Batcha Saib in 1886.

While this enquiry was going on, in anticipation of a criminal prosecution against Kadar Batcha, the charges connected with the sales of 1884 were launched against the petitioner. A copy of the report, however, which was sent by the two officers above-mentioned and which was declared to be the foundation (Ex. P, para. 2) of the whole enquiry against the petitioner was improperly refused. During the enquiry at Karoor by the Superintending Engineer regarding the transactions of 1884, a witness named Ratnaswamy who was accused of having demanded a bribe from the contractor of 1886, was allowed to come back some time after finishing a statement and volunteer some information regarding the tree-cutting of 1886. (Exs. N and O.) This statement was admitted into the record in spite of the petitioner's protestations. The petitioner then asked for papers connected with the sale of 1886 to be in a position to answer any charge that might be started with reference to the said sale. (Exs. D, F, G, H, and I.) But he was assured on the 11th December by the Superintending Engineer that there was then no complaint against the petitioner in regard to this matter (Ex. F) and was further directed by the Superintending Engineer's letter of the 18th December (Ex. H) "to confine his attention to the tree-cutting cases of 1884."

And yet the whole case against Kadar Batcha and others was worked up in a manner calculated to damage the reputation of the petitioner and create some suspicion against him without giving him any opportunity of defending himself or refuting the charges levelled against him. (Exs. X, Y, and Z.)

The conduct of the case was entrusted to Kalyana Ramier, the Sub-Divisional officer, who stood forward as the complainant on the 15th December in the Magistrate's Court at Erode. The two persons who actually cut the trees according to the case for prosecution were the 3rd and the 4th defendants in the case who purchased the right to cut the trees from the original vendee Kadar Batcha Saib. The main charge tried was for theft. Kadar Batcha was also made a defendant as he was the original purchaser. His brother Dastagiri was brought in as the 2nd defendant as he was alleged to be a friend of the petitioner though he had nothing to do with the cutting of trees. The Water Registrar, Venkataswamy, was charged as an abettor though he was the man who first brought the matter to light, as he gave evidence in the petitioner's favour in the tree-cutting case of 1884. The petitioner, however, was not made a defendant

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though the people who conducted the prosecution attempted *at every step*, to insinuate that he connived at the illegal proceedings of the 1st, 3rd, and 4th defendants. He was only examined as he 3rd witness, to prove the terms of the contract of sale. The defence was that he terms of sale were not violated. The Magistrate believed the evidence of the petitioner and rested his conviction mainly upon it, as the Judgment clearly shows (Ex. V.) He was obliged, however, to acquit all, except the 1st defendant, Kadar Batcha, as there was no case against them and as they were unnecessarily brought in.

The Magistrate in giving his judgment went out of his way to make certain remarks against the petitioner, though he never tried the issue whether, if there was *at all* an unauthorized tree-cutting in 1886, it went on *with his knowledge or connivance*.

Witnesses were encouraged by the prosecution and allowed by the Magistrate to make any number of irrelevant statements, insinuating that the petitioner refrained fraudulently from interfering with or preventing the unlawful tree-cutting that went on after the period fixed. The petitioner could neither cross-examine these witnesses nor adduce evidence to refute their statements and clear up his character. The Magistate's remarks based, as they were, on these *irrelevant* and *interested imputations* were clearly extra-judicial.

And yet these are now made the foundation of a new charge against the petitioner.

It was anticipated, *though the reason is not apparent*, that the Magistrate's judgment *would throw some light* on the petitioner's conduct.

The Chief Engineer waited for several months for the decision of the Magistrate and came to the conclusion that the petitioner ought to be dismissed as the judgment contained certain disparaging remarks. *This judgment now stands reversed* (Ex. W-25 by the Sessions Judge of Coimbatore on appeal.

These facts show what little foundation there really is for this new charge and how unjust it is to punish the petitioner *without any enquiry* on account of some extra-judicial remarks contained in the Magistrate's decision.

(*a*.) It is submitted that the Magistrate's remarks made under the circumstances above-mentioned are no evidence against the petitioner. It would be quite different, no doubt, if the petitioner had given false evidence in the case. But his evidence, as far as it was relevant to the enquiry, was *believed* and *acted upon*. The remarks referred to were made with reference to a question which *was never investigated*. If the petitioner's accusers had really persuaded themselves into the belief that he was an abettor of the offence committed by Kadar Batcha Saib, they ought in all fairness to have made him a defendant in the case. If they were of opinion that he was not criminally liable for any thing he might have done but that there were irregularities in his conduct, they ought to have tried him departmentally. But neither course was adopted. Yet he was actually condemned *unheard* without any proof of his *guilt*

or reason for his condemnation, excepting the fact that the Magistrate made some remarks against him in an enquiry to which he was no party.

The final judgment in the case is, at least, of as much value as the decision of the Magistrate. The Session Judge makes the following remarks in his judgment regarding the alleged tree-cutting beyond the sanctioned limits :—

"I may mention that the charge of cutting beyond limits appears to have been an *after-thought*. In his letter of the 11th October the Sub-divisional officer does not even suggest it."

This remark goes to the very root of the complaint. If there was no tree-cutting beyond contract limits, what becomes of the alleged collusion between the petitioner and the contractor's brother (Dastagiri Saib) suspected and severely commented upon by the Magistrate? The Magistrate's remarks are now shown by the finding of the Sessions Court to be entirely unfounded.

(*b.*) The Chief Engineer was under the impression that there was a concurrent finding after a long enquiry against the petitioner both by the Magistrate and the Superintending Engineer. The Superintending Engineer never investigated any charge against the petitioner with reference to the transactions of 1886, which were enquired into by the Magistrate and the latter had nothing to do with the sales of 1884, which were departmentally enquired into by the former. No charge was ever framed and tried against the petitioner as regards the sale of 1886, and the charge originally tried in respect of the sales of 1884, is now practically *abandoned* and thrown into the back ground.

It is impossible to see how, under these circumstances, the conclusion of the Superintending Engineer with reference to one transaction can justify the Magistrate's remarks with reference to another transaction of quite a different nature.

(*c.*) It is now alleged for the first time that loss had resulted to the Government, owing to looseness in the 1st statement of auction in 1886. The petitioner respectfully submits that the said statement could not possibly have resulted in any loss and that *no loss did result actually* to the Government either directly or indirectly. *This statement was merely a departmental communication.* It was sent to an officer of considerable experience who had the advantage of personal knowledge. It was accepted as a correct basis for the proposed sale both by the Sub-Divisional officer and Executive Engineer. The trees were sold for Rs. 106. There was a subcontract with the purchaser, the correctness of which, is not now impeached. Leaving some margin for the purchaser's profit, the price realized in auction was by no means inadequate. The record

(Ex. W-/) in the Magistrate's case clearly proves this point. The 3rd accused, the sub-contractor was, after acquittal, cited and examined as the 17th witness for the prosecution. His deposition (Ex. W-/) shows that Kadar Batcha felled trees of the value of Rs. 18-12-0 (50 bandy loads of the value of 6 annas each) and sold the remaining number of trees for Rs. 100. It is evident from this that the purchaser himself valued the trees at Rs. 118-12-0. It is impossible to see how under these circumstances the 1st statement of auction caused loss to the Government unless the purchaser's profit to the extent of Rs. 12-12-0 out of his bid, *viz.*, Rs. 106-0-0, is considered so much loss to the Government.

11. Charge (a) as to sales of 1884, referred in page 4, paras. 4 and 6, of this petition, is not mentioned and commented upon in the dismissal order. It is practically abandoned. The petitioner, however, respectfully invites your Excellency's attention to para. 10 and clause IV, para. 13 of the petition (Ex. T) submitted to the Chief Engineer to show, how irregularly the departmental enquiry was conducted and on what weak foundations the said charge was built up.

12. Summarising the above, the charges against the petitioner which have been gradually worked up, as interested informants came in, but which were never clearly and precisely formulated during the enquiry resolve themselves into two main charges :—

(1.) Dishonest and fraudulent conduct in certain sales and the cutting of trees in 1884 and 1886, and

(2.) The execution of a work in the name of a fictitious contractor.

To the former, your petitioner submits an unqualified denial. In the foregoing pages, your petitioner has conclusively shown on what weak grounds—if distorted facts can be called grounds at all—the charges rest. The transactions in question were trifling and insignificant and it is certain that had it not been for the misguided zeal and the false representations of the petitioner's accusers, his superiors would not have been so uncharitable as to entertain these charges, much less to allow them to weigh against the petitioner's proved integrity and honesty of purpose.

The second charge has been conclusively shown to be absolutely groundless, and it is a matter of surprise to the petitioner, that the officers of the department should have pressed this charge, even after they found they had made a mistake in allowing themselves to be misled by an unscrupulous person who had suffered at the hands of the petitioner and who was anxious to seize an opportunity of revenging himself upon him.

13. Your petitioner, in conclusion, most humbly begs to invite your Excellency's attention to the following facts :—

(1.) The the petitioner served the department with an unsullied reputation for nearly 12 years. (*Vide* certificate attached.)

(2.) That immediately on his transfer to another Taluq, the petitioner's co-officials, who were prejudiced against him, began to sit in judgment upon transactions which had been settled years before.

(3.) That the petitioner was suspended before any definite charge was framed and his explanation taken.

(4.) That he was placed in the position of a condemned man, in the eyes of the menials of the department, who constituted the chief witnesses against petitioner.

(5.) That he was confined to Salem after suspension, not with the avowed object of knowing his whereabouts and to send for him when required but really to hamper his movements in procuring evidence in his favour, and to prevent him from defeating the sinister transactions of petitioner's enemies. (Ex. A-1.)

(6.) That the way in which the charges were investigated was extremely irregular and improper and fully calculated to defeat the ends of justice.

(7.) That the Chief Engineer has not fully and carefully examined the whole records and sifted the evidence.

(8.) That copies of the documents applied for by petitioner were neither furnished by the Executive and Superintending Engineers during the course of the enquiry (Exs. D, E, F, G, H, I, and J.) nor by the Chief Engineer after the close of the case. (Ex. B-1.)

(9.) That the petitioner has been unfairly and unjustly dismissed after so many years service upon vague surmise and unwarranted presumption suggested by the statements of interested witnesses.

14. Under the foregoing circumstances your petitioner prays for—

(1.) Cancellation of the suspension and the disbursement of pay for that period.

(2.) Reversal of the dismissal order and restoration to his former appointment.

(3.) Arrears of pay until restoration.

YOUR PETITIONER, AS IN DUTY BOUND,

SHALL EVER PRAY.

21st October 1887

A. Murugesa Mudaliar

a/true

A. Murugesa Mudaliar
Late Supervisor P.W.D
No 77. Veerangha Mudaliy street
Triplicane
Madras

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TESTIMONIALS.

Extracts from the Civil Engineering College Certificate.

"He stands 4th in a Class of 27 students. He gains 1st Prize in Drawing and 1st Prize in Surveying."

(Signed.) H. T. ROGERS, Lieut.-Col., R.E.,
Principal Civil Engineering College.

Extract from Mr. Supervisor Laskey's covering letter on my application for the vacant post of Taluq Overseer in the Coimbatore District.

"The man joined the Sub-Division only in July, the time he has been under my orders is certainly very short to enable me to say much, but I have, however, no hesitation in saying that I find him intelligent and energetic and one that evinces a lively desire to please."

(Signed.) J. W. LASKEY,
9th September 1875. Supervisor, D.P.W.

Acting Taluk Overseer Mooroogasa Moodaly has been under my orders from the 19th of July 1875, I have had every reason to be satisfied with him, the time he has been under me is exceedingly short to enable me to say much regarding his efficiency as an Overseer and Surveyor, but I cannot however hesitate to advance the fact of his being an intelligent and active young man and promises to do well in the department.

(Signed.) J. W. LASKEY,
30th September 1875. Supervisor, D.P.W.

Mooroogasa Moodaly Taluk Overseer of Karur, has worked well under my orders during my three months' charge of the Karur Division and I consider him an intelligent subordinate.

(Signed.) J. D. DAVIS,
16th December 1879. Assistant Engineer, D.P.W.

I have much pleasure in certifying that Overseer A. Mooroogasum has given satisfaction whilst serving under me during the past 3 years. I have found him attentive to his duties. A good Surveyor and Leveller and always willing to learn. He was of much service to me during the past famine.

(Signed.) JOHN NICHELSON,
21st August 1879. Sub-Engineer.

During the short period of three months I have been in charge of the Karur Sub-Division. I am happy to state that Overseer A. Mooroogasa Moodaly gave me every satisfaction. He appears to be a hard working, honest, and intelligent Overseer and I have no doubt that he will prove to be an useful member in the Department

(Signed.) J. E. LAFRENAIS,
19th November 1879. Supervisor, D.P.W.

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I can most fully endorse the opinion made by Mr. Nicholson of Mooroogasa whom I have known nearly 4 years. All work that I have seen of his has been well done. Mr. Nicholson's own high character gives his opinion great weight and value.

6th December 1879. (Signed.) A. AWDRY,
Executive Engineer.

He is a very good Overseer. (Signed.) J. HANNON.

Mooroogasa Moodaly served under me as a Taluk Overseer of Karur Taluk for 2 years. He is very intelligent and takes a great interest in his profession. His work I always found well, quickly, and cheaply done. He manages coolies and subordinates well, is an accurate Surveyor and Leveller, a good Draftsman and has a good idea of designing.

19th August 1881. (Signed.) ALLEN G. MALET,
Assistant Engineer.

A. Mooroogesa Moodaly served under me as Overseer in the Karur Taluk, Coimbatore District from December 1879 to October 1881 and during that time he discharged his duties to my entire satisfaction. I consider him an exceptionally good Overseer.

3rd July 1883. (Signed) J. HANNON,
Executive Engineer.

Overseer Mooroogasa Moodaliyar was in charge of the Karur Taluk under me from May 1882 to February 1884 and during this time he gave me complete satisfaction. He knows his work and does it well.

1st March, 1884. (Signed.) C. A. SMITH,
Assistant Engineer.

So far as I have been able to judge for the past three months I am of opinion that Supervisor A. Mooroogasa Moodaliar is a hard working man and well up to his work.

3rd May, 1884. (Signed.) W. G. H. WEST, Lieut.,
Assistant Engineer.

A good Supervisor and has done very good work. Latterly however the Sub-Divisional Officer and myself have had to find fault with him over one or two works in his charge. Except for these two instances I have found him a very good subordinate.

26-3-85. (Signed) J. R. DAVIDSON,
Executive Engineer.

Supervisor A. Mooroogasa Moodaliar discharged his duties satisfactorily. He is intelligent, painstaking, and punctual in carrying out orders given him. He is old enough in the Departmet to have a trial in charge of a Sub-Division, which I hope, he will manage well.

24th May 1886. (Signed.) S. SUBROYACHARIAR,
Executive Engineer.

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13

Charges against Muragesa Mudaliar

No.	Charges	Evidence in Support	Supervisor's explanation	Remarks
I.	Superviser Muragesa Mudaliar allowed the Contractor Kuppusamy to cut a large number of trees, estimated at about 1000, on the Pallapollicum Channel bank in or about September 1884, for which no recoveries were made.	This charge is substantiated by certain papers which were discovered in the records. 3493/9	The trees were cut for firing brick and Chunam kilns and deduction was to be made from the Contractor's bill of masonry work.	The transaction have never been brought to account. No deductions were made in the Contractor's bills during the two years after the plantation was made. It was simply his proposal to buy about 1000 trees and he had been paid 3493/10
II a (1)	On the 21st of August 1884, a large number of trees on the Pallapollicum channel bank were sold by public auction; but the conditions of the sale were so vague that the Govt. was liable to be defrauded by the transaction.	The conditions of the sale were to draw up that the purchaser Destagoundapatti should have cleared the whole bank of trees — both top and slopes. The probable value of the trees disposed of at this sale, at the lowest estimate, Firewood ash Karu Rs 1½ per Candy (about 10 tons) and the sale which realised only Rs admitted of the complete clearance of the bank [illegible] and	The Superviser gives no satisfactory explanation as to why he permitted such an extraordinary transaction. He seems to assume in para 11 of his petition that the charge "is practically abandoned".	

Charges against Muruges Modalian

No	Charges	Evidence in Support	Muruges Modalian's explanation	Remarks
II a (Contd)		and sides for a length of 8 miles. The transaction was so palpably fraudulent that when the Executive Engineer Cancelled the sale the contractor refrained from claiming damages by civil suit, knowing that the appointment of his friend, the Superviser, would stake. At the sale there were only 2 bidders, both of whom were intimate friends of Murugesa		
II b. (3)	A second sale was held, on the 25th of September 1884, designed as a blind to divert attention from the fraudulent transaction of the previous August.	The conditions of this sale were of the most stringent nature and were evidently designed with the object of deterring bidders. Only a part, 6 feet wide, on the top of the bank, was to be cleared; and only one description of tree, the Karavelam, was to be cut. The trees to be cut, the branches cut, were to be removed clear of the bank within 2 months, and the highest bidder was to pay	Murugesa Modaliar denies that there was any collusion between him and his friends to practise any deception.	The facts of the case are supported by the evidence of one of the persons, who was used as a tool in the transaction, and of a contractor.

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Charges against Murugappa Mudaliar

No	Charge	Evidence in Support	Supervisor's Explanation	Remarks
II b		down at once, the amount of his bid. As no purchaser could possibly make any profit out of such a transaction, it was doubtful whether there would be any bidders at all. But Murugappa Mudaliar had special arrangements: He settled among his friends that the bidding should go above Rs 20. The right to cut was accordingly knocked down for Rs 23, although the property was really not worth Rs 5. The local inhabitants who clearly understood the terms of the sale refused to bid.	The Supervisor Contends that this tree-cutting was covered by the auction-sale of September 1884	3493
II c. (4)	Illicit tree cutting was allowed to go on in November and December 1884, the proceeds of which must have been misappropriated as they were never brought to account.	The Supervisor's explanation of this transaction is not borne out by the facts. The purchaser at the sale of September of 1884 was one Sivagnanam Pillay and there is no evidence to show that he ever cut a single tree on		

Charges against Murugesa Mudaliar

No.	Charges	Evidence in Support	Murugesa Mudaliar's explanations	Remarks
II c (Contd)	= on the Channal bank, and he himself denied that he ever authorised any cutting on his behalf. The cutting was actually performed by the Water Registrar under Murugesa's orders. Murugesa received the money for the Sales effected between the 24th of November 1884 and the 1st of January 1885, and never accounted for it.			
III. 5	On the 17th of May 1886, under the orders of the Executive Engineer, Supervisor Murugesa Mudaliar sold at auction all the Karuvelam and Velvelam trees on the inner slope and on the top of the Pullapollium channal bank in the first 8 miles of its Course, subject to the conditions of which they were	This Case was tried befor the Joint Magistrate of Coimbatore who convicted Kadar Batcha Saib of felling trees beyond the limits prescribed in the conditions of Sale and sentenced him to imprisonment and fine. There seem to be reasonable grounds to suppose that the illicit transaction was carried out with the cognizance. Connivance of the Supervisor. The following Remarks are extracted from the judgment of	The Supervisor contends that the fraud was committed without his Knowledge, that the witnesses against him as well as the Executive Engineer, were hostile, that the Superintending Engineer was misled, and that the Magistrate was prejudiced.	

Charges against Muruguesa Mudaliar

No.	Charges	Evidence in Support	Supervisor's Explanation	Remarks
III (Contd)	were to be cut and removed within 90 days from that date. (by the 15th Aug. 10) The cutting was allowed to proceed beyond the prescribed period (exp. by the 31st Aug.) and beyond the limits laid down in the conditions of sale.	for the Joint Magistrate who tried the case:— "The evidence of Muruguesa Mudaliar was particularly bad and unsatisfactory and he fenced and shuffled over nearly every question, from which I can only infer that he felt that he had to be very careful to avoid Committing himself;" also, "In conclusion, I have to remark that the Conduct of Muruguesa Mudaliar, as it appears in the case, calls, in my opinion for the severest punishment at the hands of his departmental Seniors. Had he been honest, such a barefaced fraud as this, would never have been attempted."		
IV. (a)	Impersonation and forgery in that, in 1882 and 1883, Muruguesa Mudaliar carried out certain works in the name	The Supervisor was unable to produce this contractor in whose name cheques have been drawn and payments made. He first stated and subsequently depose to the	The Supervisor's explanation is that the Contractor left the place and that he, the Supervisor, cannot find the Contractor	The cheques for the work done were drawn out in the name of Venkatachala Mudaliar, signed by the Executive Engr and handed

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Charges against Murugesa Mudaliar

No.	Charges	Evidence in Support	Supervisor's explanation	Remarks
III (contd)	name of a Contractor Vinetachela Mudaliar who was non-existent (And forged petitions in the name of fictitious persons)	that the contractor was a "plantain merchant and lived at Pegalur" This plantain merchant was identified and produced, when he absolutely denied that he did any work for the P.W.D. The Supervisor's explanation upon this, simply was "I have nothing to say, I do not know why he states that he did no work for the P.W.D." The Supervisor subsequently offered to produce another man as the real contractor, but has never done so. The village Muniff of Pegalur deposed that the man produced is the only one of that name that he has known as a plantain merchant at that place	over to the Supervisor for delivery. The Supervisor evidently forged the name of Vinetachela Mudaliar on the charges as an endorsement either himself or he got others to do it. The signatures of the supposed contractor were examined and found to vary so considerably that it is impossible that they could have been made as his ordinary signature by the same person. By the arrangement made, Murugesa Mudaliar would get the Contractor's profit himself,	

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N.S. 28.XI.97

3367

Petition from A. Merrigan Andrew Merrigan

For Order 343

and a true Summary of the charges and Evidence in Support as produced in the aforesaid Cahier Statement

The Chairman gave the usual Caution to the Counsel against Charges brought against the Subscriber and finally Commanded his Defence

The Conclusions arrived

the Chief Engineer's order
No 147 D of 23rd may 1887.

Against this order, the Supervisor now appeals.

He sets out by alleging animus on the part of those who brought and investigated the charges against him. He says that the charges were not properly inquired into by departmental officers, and that he was not allowed sufficient opportunity of defence.

There seems no ground for any of these assertions. The case was fully inquired into by (1) the Executive Engineer, (2) the Superintending Engineer, and (3) the Chief Engineer, and all have concurred in regarding the Supervisor as untrustworthy, and therefore unfit

[illegible] ... contain any misstatement with his previous statements. He says that Rajah Nayudu's deposition shows that only 14 days can be allowed by Government but it will not that as many as 120 days cannot be required. It is clearly impossible to give any satisfaction to any other case than the one under inquiry. The Pet. was a merchant with no business that he had to supply and he cannot be disproved. He was described by Pet. as [illegible] Venkatasamy & a man of [illegible] means was found & denied any contract. Thereupon Pet. alleged (as he alleges in this case) ... that he was to ... that there was any ... for the allegation) ... [illegible] ... had quarrelled with him on some ... & filed the complaint ... may against him. Latterly ... said Rajah Venkatasamy was ... not the man he meant but ... has failed to find the right man ... & give any satisfactory evidence ... Krishna charge ... his existence. Krishna charge ... receipts are produced but the ... Venkatasamy is in a variety ... & Venkatasamy in his ... & Pet. goes rather to ... establish that he was a mythe ... than the reverse. Pet. was convicted ... claiming that he was entrapped ... with the papers connected with ... the charge and he made no ... complaint to this effect in his formal ... Petition to Government. Petitioner ... Respondent stoutly denies that ... complainant by whom he was ... [illegible]

(4) In this case there has been a ... judicial inquiry but it is quite ... true that the ... two remarks against ... Pet. are to a great extent extra-judicial & that Pet. was not ... on his trial. He was ... given ... [illegible] ... & the Magistrate put it on record that his ... evidence was partly based on ... that he feared ... & was evidently taking great care ... committing himself. To the best of ... remand that his conduct was ... reprehensible & deserving of the severest ... punishment. The Pet. contends that all ... [illegible] ... by the Superintending Engineer

unfit for further employment in the P.W.D. The Magistrate who tried an criminal case which arose out of the Supervisor's proceedings, was of opinion that the conduct of Murugesa Mudaliar (the Supervisor) called for the "severest punishment".

3493/18 In his very lengthy memorial to Government now under consideration, the Supervisor recapitulates the whole case and endeavours to show that the evidence against him has not been thoroughly sifted, that he is innocent of all the charges brought against him and that he ought to be restored to his position with arrears of pay. The record of the case shows the contrary

Contrary.

Submitted that

the appeal be rejected.

Recd 29. 1. 87

Secretary to Govt. PWD.

Col. RE.

29. 1 87

received the accompanying petition and do not return herewith it to account. The principal allegation in the petition, namely, that the work done by petr. under the contract had been measured and passed for payment by the Executive Engineer and that petr. was entitled to be paid for the same, is not borne out by the evidence. The evidence adduced on behalf of petr. does not show that the work done by petr. under the contract had been measured and passed for payment by the Executive Engineer and that petr. was entitled to be paid for the same. The evidence adduced on behalf of petr. does not show that the work done by petr. under the contract had been measured and passed for payment by the Executive Engineer and that petr. was entitled to be paid for the same.

Under these circumstances it seems to me that there is ample evidence to show that petr. is not a man to be trusted & does not rightly discharged.

per Secy

Memo

Counsel for petr. states that the contractor could not get several rounds entitled to a certificate, & secure those funds because, from some words in the final contract, the executive engineer, it seems evident, was not the man to whom petr. was to look for an endorsement of his bill. The formal objection made against the petition is in regard to limitation, & petr. is in regard to this matter entirely upon the ground that the Executive Engineer & his assistant Subordinates refused to give petr. the certificate to which he was entitled. The petition was filed on the 29th Jan. 1887, but when he received the endorsement of the complaint, it is found that the petition is barred by the law of limitation & procedure, Rajkhanpur. connected with the last cutting of 1886. a) relates to the last cutting contract of 1884. The petr. claims to regard this as abandoned, but it seems to me that petr. is entitled to be paid for the work done by him under the first contract. The petr. signed a receipt for Rs. 32 thereof for the first contract on different terms, but when this was cancelled a perfectly different contract was offered & accepted by petr. & on which petr. [illegible] that the petr.

Exhibit K

Exhibit K1

Rajkhanpur

3493/19 90

PUBLIC WORKS DEPARTMENT.

3493

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the 29 December 1887

READ the following

Petition from A. Murugesa Mudaliar, late Supervisor P.W.D. dated 21st October 1887

The above paper is a petition from A. Murugesa Mudaliar late Supervisor in the Public Works Department, in which he appeals to the Government against his dismissal from the Department by the Chief Engineer in May 1887.

2. The case has already been fully inquired into by (1) the Executive Engineer (2) the Superintending Engineer and (3) the Chief Engineer, and all have concurred in

Re regarding Mr. Morgan's
Mandate as untrustworthy,
and this opinion was
shared by the Magistrate
who tried a Criminal Case
which arose out of Mr.
Morgan's proceedings.

3. Taking the charges
against Mr. Morgan as
the order in which they
are discussed in his petition,
the first (a) relates to a
number of trees which he
allowed a Contractor named
Coopooramy to cut, and
for which he has neither
kept an account nor
exacted payment. It
appears from his own
deposition before the
Magistrate, that he let
Coopooramy "cut what
he liked", and that the
cutting began in 1883 and
went on till May 1886.

× Vide Exhibit (W-4)

The petitioner then alleged
that he kept an account
of what was cut, but this
is clearly untrue. At another
time he said it would be
easy to count the trees,
but it is obvious that this
would be impossible, since
6 trees have been allowed
to each there too He was
to keep the cutting was carried
on upon terms which were
well understood", and
that payment should be
exacted according to the
quantity of bricks and lime
burnt. This seems clearly
absurd, besides being
inconsistent with his
previous statements to the
Assistant that Kaphamy gave
deposition shows that only
49 trees can have been cut
by Coopooramy, but the
deposition sets out that as
many as 1200 seemed to
have

× Vide Exhibit (W-4)

× Vide Para 24 of Exhibit (C)

~~× Vide Para 4 of Statement Exhibit 5~~
~~Letter No 450 dated 31-12-86~~

~~× Vide Para 8 of the Account~~
para 8 of petition.

× Vide Exhibit (W-3)

× Vide Last Sentence in the 7th
Sheet of Exhibit (W-2)

have been rubbished before the
17th of May 1886 It would
be clearly impossible by
mere inspection to say
when a trap was cut, ifa
few months had elapsed.
That the price of the beer
has not been brought to a
account is admitted. It
is urged that it was con-
templated to make the
payments till the contracts
finally settled.
The result of this trouble
he that the Sheriff would
be certainly forgotten, or
if remembered, could not
be ascertained.

4. (C) relates to a contract
alleged to have been worked
by the petitioner himself in
the fictitious name of
Venkatachela Mudaly to which
ing to the petitioner, this
man was a merchant
with so much business that
he had to employ an agent,
but

× Side Para 8 of the former petition

× Vide Exhibit (5)

such he cannot be discovered
As was described by the
petitioner as Pugalur Venkata-
chela, and a man of that
name was found and
denied having held any
Contract. Thereupon the
petitioner alleged (as he
alleges in the case of many
others) though he has failed
to show in any case that
he has any reasonable
basis for the allegation)
that the man had en-
franchised with him on
some cause or other, and
joined the Conspiracy against
him. Later on he said
Pugalur Venkatachela was
not the man he meant,
but he has failed to find
the right man, or give
any satisfactory evidence
of his existence. It is true
Cheques and receipts are
produced, but the name
Venkatachela

Inventoriable[illegible] a
variety of handwritings, a
which gave the Certa-
ficate that he was myth
than the reverse; the
petitioner now Complains
that he was not supplied
with the proper Counsel
with this charge, but he
made no Complaint to
this effect in his formal
defence. The witness
Kandasamy has to
doubt told two different
stories, but the first was
believed by those who
heard both.

5. (d). In this case, as
there has been a judicial
inquiry, but it is quite
true that the Magistrate's
remarks regarding the
petitioner, are to a great
extent unjudicial, and
that the petitioner was
not present on his trial the
was however convicted

* Vide Exhibit (S)

In witness's Considerable
length, and the Magistrate
further remarked that his
evidence was particularly
bad and unsatisfactory,
that he fenced and shuffled
that he was very cautious and
evidently taking pre-
Care to avoid committing
himself. The Magistrate
therefore considered that his conduct
with appeared before him,
was deserving of
punishment. The petitioner
contends that all this
has been got rid of by
the Second Court's perusal
of the contractor's comp-
laint, but that proceeded
proceeds entirely on a
Construction, which seems
quite erroneous of some
words in the Tamil contract,
the real contractor, there was no
evidence, was not the man
convicted, but his brother

Daughter

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Dastaghir, the petitioner's friend, to whom the petitioner wrote an endorsement regarding the contract. The final charge has been made against the petitioner in regard to this matter, but his conduct, so far as can now be brought out before the Magistrate, is most suspicious, and his present explanations have wholly failed to remove those suspicions. In one sense only this Case is the foundation of all, because the other charges came to light in the enquiries commenced with regard to this, but when the petitioner received the endorsement of which he complains, there was at no time

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no intention to proceed upon this charge connected with the tree-cutting of 1886.

(a) relates to the tree-cutting contract of 1884. The petitioner chooses to regard this as abandoned, but it never has been in any way abandoned. It is the charge on which he was suspended and he was dismissed and it still holds good. The Superintending Engineer has shown that under the first contract, the petitioner's friend Dastaghir obtained for Rs 32, the right to cut an indefinite number of trees, but when this was set aside, a perfectly different contract was offered at an auction which was really a farce, and that the petitioner obtained

~~Vide Supdg Engr's letter No 4483 dt 31-12-86, Encl~~
~~also his remarks in the petitioner's explanation dt Coimbatore 28-12-86~~

obtained the money for the
trees illicitly cut and has
never brought it to account.
The principal witness Sinc
gnana in a sworn de-
posed as the petitioners
inveterate enemy, but to
those who took his evi-
dence, it appeared most
truthful. The evidence shows
that the trees were not be-
gun to be cut until the
term specified in the provi-
sional contract had expired,
and that the Tamarind and
Naga trees petitioned for
not for their timber but for
their fruit.

On the whole it
seems to the Government
that there is a reasonable
doubt to show that the
petitioner is not a man to
be trusted and has been rightly
dismissed. His appeal is
accordingly rejected.

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To The petitioner
Copy to the S.E.H. Circle
dated 20-12-57.

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Cl. I, II, III, IV.

Mariya Ilyina - 4-12-86
" Sveta - 4-12-86
" Zina - 7-1-87

Class III

Natasha - 4-12-86
" Vasya - 4-12-86
" Lena - 12-2-87
" Yura - 29-3-87
" Lena - 10-6-87
" Sasha - 20-4-87

Class IV

Art 412, 396, 426, 1070, 1220

1070 - 23-5-87
1598 - 26-5-87

№ 402 - 17-2-87
" 1592 - 4-5-87
" 487 - 26-8-87
" 5373 - 30-7-86
B. № 764 - 11-3-87
" 2358 - 17-7-86
" 1507 - 15-6-86