(1) பக்கங்களின் எண்ணிக்கை 95 1992

(2) புதுக்கித் திருப்பிய நாள் மே மாதம் 1992

(3) ஆதாரம் குறிப்பவர் சருக்கொப்பம் 19/11/93

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

பொதுப் பணி துறை

அரசாணை எண்.	அத்தகம்
மு. கோப்புத் தாள் எண். 880 W	பலவகை
நாள் : 30.3.1893.	199

ன்டபடி கையாளவோ கூடாது.

—18,006—6-9-90.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Establishment.

READ—again the following paper:—

Proceedings of Government, dated 11th January 1893, No. 37 W., Public Works.

READ—also the following papers:—

Office-note from the Examiner, Public Works Accounts, dated 8th Feb. 1893, No. 41 A.

Petition from M.R.Ry. B. VENGAMA NAIDU, dated 17th December 1892.

Letter from the Examiner, Public Works Accounts, dated 20th Jan. 1893, No. 9 A.

,, ,,	Superintending Engineer, II Circle	,,	17th Feb.	,,	,,	695 N.L.
Telegram from the	,, ,,	,,	14th ,,	,,		
Endorsement ,,	,, ,,	,,	18th ,,	,,	,,	700 N.L.
,, ,,	,, ,,	,,	27th ,,	,,	,,	709
Office-note from the Examiner, P.W. Accounts		,,	17th Mar.	,,	,,	102 A.
,, ,,	,, ,,	,,	29th ,,	,,		

ORDER—dated 30th March 1893, No. 880 W., Public Works.

The foregoing papers relate to two separate cases against Accountant A. Runga Row—

(1) With respect to an overpayment of Rs. 166–11–3 to a piece-worker in the Nellore division.

(2) With respect to improper dealings with a contractor B. Vengama Naidu in the same division.

2. With reference to the first point it was decided in G.O., No. 37 W., dated 11th January 1893, that the accountant was responsible for the overpayment and that the amount should be recovered from him. In his office-note, No. 41 A., dated 8th February 1893, the Examiner has reviewed the case and expresses the opinion that the accountant is clearly responsible—

(i) For having paid a second bill, dated 26th May 1891, for Rs. 95–2–4 without challenging the excess charges.

(ii) For having paid that bill on 6th June 1891 without proper scrutiny.

(iii) For having failed to detect the excess charge for sectioning, contrary to terms of the agreement, until 2nd September 1891, or until two months and twenty-six days after the payment had been made.

(iv) For having called for a "revised bill" when more than the specified amount had already been paid. His proper course was to have advised the sub-divisional officer of the overcharge and requested a recovery of it from the piece-worker.

(v) For having paid a third bill (date not known as the voucher has not yet been received in the Examiner's office) for Rs. 184 also without scrutiny.

(vi) For having kept out of the office records the sub-divisional officer's letter No. 2670, dated 26th March 1892 (explaining the circumstances under which a revised bill was submitted), which was discovered by a clerk on 12th May 1892 "unregistered while posting the work abstracts for March 1892."

3. The Examiner considers that the accountant's explanations are most unsatisfactory and that the latter took advantage of his reputation as an old and experienced accountant to betray the trust reposed in him by the Executive Engineer and he recommends A. Runga Row's removal from the Government service under article 460 (*a*), Civil Service Regulations.

4. In the second case, A. Runga Row is charged with improper dealings with a contractor, in that he obtained from the latter goods on credit to the value of Rupees 346-6-0 and failed to pay for them until compelled to do so by pressure of legal proceedings. In this matter also the explanation submitted by the accountant is considered unsatisfactory and the Examiner remarks that, irrespective of the accusation of having had improper dealings with a contractor, the specific acts of failure in work and neglect of duty on the part of A. Runga Row are numerous. He, therefore, again recommends the accountant's dismissal under para. 59, chapter IV, Public Works Code, and article 460 (*a*), Civil Service Regulations.

5. The Government accepts the conclusions arrived at by the Examiner and directs that A. Runga Row be removed from the public service with effect from the date of this order.

6. A copy of these Proceedings and of the Examiner's notes above recorded will be furnished to A. Runga Row by the Examiner.

7. This order will be communicated to Superintending Engineers for the information of all divisional accountants.

(True Extract.)

(Signed) G. T. WALCH,
Ag. Secretary to Govt., P.W.D.

To the Examiner, Public Works Accounts.
" Superintending Engineers.
" the Consulting Architect to Government.

Exd. A. D. Xavier
Spare Copies

GENERAL.
ESTABLISHMENT.

Govt. of {1893} Madras.

PUBLIC WORKS.

Dated March, 30th.

Rcvd. *Encl.*

G.O., 30th Mar. 1893, No. 880 W.

MARCH.

A. Runga Row, Accountant

Orders directing the removal of — from the public service.

No. 159

Jayadevapet

21st May 1892.

From The Subdivisional Officer

Gudur.

To. The Executive Engineer

Nellore Dt.

Sir,

With reference to your No. 317 16-5-92 intimating for recovery an over payment of Rs 166-12-3 to K. Ramgaredy and stating the overpayment occured because of omission in this office to deduct previous work done, I have the honor to report as follows.

I/s Narainareddy failed to reclaim the Krishnapatam Canal. 3 per cent was recommended to be withheld from him and his account to be finally settled. With the 3 per cent withheld which amounts to

to 170-4-11. I engaged K. Rangaredy to finish.

The piecework bill now under Consideration was referred for payment by your office and returned for revision as the amount charged for finishing exceeded Rs 170-4-11 by a few Rupees vide your No. 1205 of 2-9-91 & 1820 of 10-11-91. Your office were therefore fully aware of all the circumstances and cannot now plead that the omission to deduct from previous work misled them. May Clark explains that the form provided for no such deduction evidently he requested the Division office to show the deduction, in the manner they liked. If they had simply looked at the reference of your No. 1820, 10-11-91 quoted in the covering letter which accompanied my bill, — Rs 2670 / 26-3-92

they would have at once seen, if they did not remember such a patient transaction. They should not have paid the bill without attending the reference quoted in the covering letter.

Personal responsibility therefore, for the overpayment rests with your office. You will observe that solely from information available in your office, they knew more concerned the overpayment. I see the bill was irregularly framed, but it was prepared under instructions from your office and they should have Consulted previous bills and correspondence and seen that the bill was properly prepared in accordance with their requisition; my own views as to the proper way of preparing the bill would have been out of place. It is

It is best that your office, personally responsable as they are, should answer for the recovery. I will render such official help as you direct. Perhaps if the party K. Runga reddy is very poor, a work may be given him.

I have the honor to be
Sir
Your Most obedient servant

Sd/ S. A. Subramanya Iyer
assistant Engineer

/True Copy/

Asst. O. Commd

Execut Engineer
24-11-92

E. 7.1

6.1
P.W.
3
1247

Note by the late Accountant A. Runga Row to the Executive Engineer dated 21-5-92

Sir,

I am enclosing for your perusal, the papers connected with piece worker K. Runga Reddy who was overpaid Rs 166-12-3, I beg to submit the following for your information.

166-12-3

2. As is generally the case with the workers in the Cudapah sub Division, the piece worker is one who was employed to complete the special Repairs of Kistnapatam Canal originally contracted for by S. Narasimhulu.

3. The agreement with the Piece worker is that the cost of the work to be done by him is not to exceed the amount deducted for sectioning from Contractor Narasimhulu's bill.

4. The amount withheld from the Contractor's bill for not carrying out sectioning is Rs 170-4-11 whereas the bills submitted by the sub Ol officer in favour of piece-worker for carrying out the same is Rs 235-12-10. or Rs 65-7-1 in excess.

5. This irregularity was noticed in this No 1205 of 2-9-91 and the sub Dn officer was called on to explain the circumstances under which he passed the bill for excess amount. In the face of the expressed condition of the Contract. but he gave a very short reply stating that the work had to do same earthwork without giving any details vide Sub Dl officer No 1267 dated 25-9-91.

6. As the Overseer was close at hand, he was asked to state what the extra work referred to by the sub Dn officer was and how much place it cost. From his reply this was found to be same earthwork & amounts to only a portion of the excess, the difference in excess being due to Contractor having been allowed some amount for sectioning than the agreed upon

7. The bills of the piece worker had then to be returned to the sub Dn officer for revision with instruction to allow for additional work done & to reduce the cost of sectioning to the amount withheld from the original Contractor's bill. vide this office No 1820 of 10-11-91.

8. The sub Dn officer sent the revised bills on the evening of 31st March 1892 without noting on it as the revised bill & any indication what to show as other than ordinary & did not make any mention of the previous payments either in the measurement sheet or in the bill itself.

9. Unfortunately the bill happened to be one of these few bills which were passed

4.

with a deduction of 10 per cent pending check.
On the night of 31st March 1892 after 10 P.M
if no notice could be taken of it, to treat it
otherwise than ordinary bill under the
circumstances.

10. The sub Dn officer's plea that no deduction
of previous payments was made either in the
bill or in the measurement sheet because
the form does not provide for the same
will be unfounded as a reference to the
bills of the same sub Divisions (enclosed for
ready reference) from which it will be seen
that deductions of previous payment are invariably
shown in the measurement sheets & that
deductions for materials in the bills themselves
so far there is no doubt as to facts.

11. The sub Dn officer in his explanations

admits that the overpayment is due to
the irregular preparations of the bill by him-
but contends that this office failed in its
duty in detecting which is of course due
to circumstances beyond control as explained
in para 9. but when the bills was subsequently
checked the overpayment was detected &
the sub Dn officer written to vide this
office No. 317 of 18-5-92.

12. It will thus be seen that the Dn.
office is not wanting in discharging its duty
in any way and on the other hand, there
due it will in spite of all opposition, as will
be seen from paras 4 to 7 of this note.

13. The suggestions made by the sub Dn.
officer as regards recovery may be adopted
if you approve, which would avoid

seeking justification in a Court of Law, otherwise a notice may be served on the party for the refund of the money within a fixed time failing which action may be taken against him both criminally and in the civil Courts.

(d) I beg to solicit your attention to the explanations by the subordinate officer wherein he passes remarks against the Revenue office so much so as to cramp the functions of E.R. thus giving full vent to his zeal instead of taking a delight for the great help rendered by the office throughout in detecting irregularities & bringing them to light over and over as the correspondence shows

and trust that you will not allow the office to be thus attacked.

8

Copy of letter from the Delta Overseer to the Exec: Engr Nellore Dn No 413 dated 7th September 192

Sir

With reference to your No of 27-8-92 I beg to inform you that I saw Ke Rungareddy late Contractor of Krishnapatam Canal special repairs on a previous occasion and he told me that he sent the Voucher through post

I beg to remain &c

d/ D Narayanaswamy Iyer
Delta Overseer

True Copy

Asst. D. Engrs

Exec Engrs
24-11-92

EXECUTIVE ENGINEER'S OFFICE.

No. 247

24th November 1892.

From,

H. H. O'Connell Esquire,
Executive Engineer,
Nellore Division.

To,

The Superintending Engineer
II Circle

Enc: one.
1 File of copies of correspondence containing 3 sheets.

Sir,

I have the honor to bring to your notice that the sectioning in connection with the work of Kristna Pateru canal Special Repairs Estimate Rs 6775. Register No 418/89-90, was left incomplete by contractor, P Narainreddy in 1890 and on the 26th February 1891 a piece worker by name, K. Ramareddy was engaged to finish the same at the expense & condition that the cost of sectioning should not exceed the deduction of Rs 170-4-11, made in the bill of the Contractor on that account.

2. Two Bills in favour of this piece-worker were submitted by the sub Divisional officer

Mr. S. A. Subramania Iyer and paid in this office as shewn below—.

	Date of Bill.		Amount.	Date of Payment.	Amount Rs
(1)	15-3-91	——	Rs 140-10-8-	31-3-91.	125-0-0
(2)-	26-5-91	——	Rs 95-2-4.	6-6-91.	62-0-7
			235-13-0.		188-0-7

The piece worker having done additional earthwork, the cost exceeded Rs 170-4-11. which was the amount withheld for sectioning. In this office No 1820 10-11-91 the sub Divisional officer Gardner was requested to submit a revised bill shewing the extra work & sectioning for Rs 170-4-11 as agreed upon. In revising the bill, the sub Divisional officer being apparently dissatisfied with the work, reduced the rate allowed on the 1st bill on 976.80 cubic yards of sectioning from 0-1-0 to 0-0-6 both the rates being given viz: the agreement and forwarded the revised bill amounting to Rs 205-5-4 to this office with a covering letter No 2670 26-3-92 stating that it had been revised, along with other papers addressed to

2

to the Executive Engineer in a cover. All the papers stated to have been enclosed in this cover were registered in this office on the 28th March 1892 except this bill & its covering letter which letter was however given for registry on the 12th may 1892, by a clerk who discovered it unregistered while posting the work Abstracts for March 1892.

3. Mr. Hughes was the Executive Engineer this Division in March 1892. The late Accountant A. Ranga Row also initialled the correspondence about the revision of the bill in his own hand-writing appears to have misled the covering letter of the Sub Divisional office and on 31st March 1892, noted on the bills in pencil the words "may be paid with a deduction of 10 percent pending check" Rs 184-0-0 were accordingly paid by cheque No 50133 of 31-3-92 & thus an overpayment of Rs 166-12-3 has been caused and

and the piece worker does not hold any other mark in his name, nor is he willing to take up any offered. Every effort to recover from him except by reporting to Law has hitherto proved futile - But as the party is reported to be not worth much a law suit might perhaps result in a further loss and unnecessary trouble to all concerned. He has not returned the original bill receipted (voucher No 71 of March 1892) although cheques sent to him by post were cashed by him. His explanation when called upon to return the voucher is that he returned the voucher through post vide Copy of letter from the overseer

4. The late Accountant Runga Rao in his note to the Executive Engineer, Copy of which is also enclosed, contends that the bill was received only in the evening of the 31st March 1892 without any mark on it, that it was a pensioned bill & without any mention of any previous payment anywhere. Looking at the probable date of receipt of the Sub Div. office letter No $\frac{2670}{26-3-92}$, in the Division office & the interval of 3 days for checking before payment, the Accountants argument is untenable and his giving ~~month, 16 days~~ the letter for registry after one month 16 days sixteen days after its receipt is inexplicable.

A Copy of the Sub Divisional officers explanation on this matter is also enclosed.

5. I request therefore that after a perusal of the circumstances above set forth, you will pass such orders as you may deem proper as to the recovery of overpayment referred to.

6. Orders are also necessary on the non-Submission of voucher (No 71 of March 1892) which the

the Examiner is repeatedly pointing out in his audit note.

I have the honr to be

Sir,

Your most obedient Servant,

Sturt. O. Comm.

Executive Engineer Kellner Dn.

Ac
23/11

From

The Executive Engineer

Nellore Division

To

The Superintending

Engineer II circle

Dated 24th November 92

Recd 25th do

No

No 247

Overpayment of Rs 166-12-3

to K. Rangareddy —

—

reporting the circumstances

under which the — was

made & requests to pass

orders after perusal of cor-

respondence as to the recovery of

72A

No

Copy forwarded to the Chief Engineer P. W. D. for favour of obtaining the sanction of Govt to writing off (or Excluded Contractor under for recovery from the amount of Rs. 166-11-3 overpaid to Contractor under the circumstances represented in the

E.S. 26 Feb 1892 No 247

Superintending Engineer's Office,

No. 559 NL

II Circle, Bezwada

Dated 10 Decr. 1892.

From,

J. W. Martin Esquire,

Superintending Engineer,

II Circle.

To,

The Chief Engineer,

Public Works Department

Madras.

Sir,

Enclosures
Executive Engr's letter
No 247 with its
enclosures.

I have the honor to forward the original letter No 247 dy 24th Ultimo from the Executive Engineer, Nellore Division in regard to an overpayment amounting to Rs. 166-11-3 to a Piece worker for work executed on the Kistna Pakala Canal.

2. The case briefly is as follows. In February 1891, some remaining Restoration work of the Canals was given to a Piece worker named K. Rangareddy on the express understanding that he would complete it within Rs 170-4-1 the amount withheld from the original Contractor for completing the section-ing work. In due course, the Sub-divisional Officer submitted

two bills for the work executed by K. Rangaredy. They were received in the division office, and paid as follows:—

	date of bill.	Amount.	date of Payt.	amount paid.
(1)	15·3·1891	Rs 140·10·8	31·3·1891	Rs 126·0·0
(2)	26·5·1891	" 95·2·4	6·6·1891	" 62·0·7
	Total	Rs 235·13·0	Total	Rs 188·0·7

The Piece worker executed more work than was intended when he undertook to complete the scheming &, therefore, the total amount of his two bills or Rs 235·13·0 exceeded Rs 170·4·11 the limit fixed. Accordingly, the bills were returned to the Sub-division on 10th November 1891 to revise showing the extra work beyond that contemplated at the time Piece-worker K. Rangaredy was first employed. The Sub divisional Officer returned the bills the total being reduced to Rs 205·5·4 with his covering letter No 2670 dy 26th March 1892 stating that the bills had been revised and at the same time placed some other papers in the cover containing his letter. All the letters stated to have been enclosed in the Cover were registered in the division office on 28th March, except the bill and covering letter, and it was not till 12th May following that the letter was found in the division office. The covering letter appears to have been mis-laid by the accountant.

A. Rangarow, but he presented the bills amounting to Rs 205·5·4 to the Executive Engineer with a remark in pencil on them as follows:— "May be paid with a deduction of 10 per cent. "pending check". Accordingly Rs 184·0·0 were paid to K. Rangaredy in addition to Rs 188·0·7 paid as shown above, so the total payment made for the work is (Rs 184 + Rs 188·0·7) = Rs 372·0·7 instead of Rs 205·5·4, the sum, which should have been paid according to the revised bills. The difference Rs 166·11·3 is the amount of the overpayment.

3. Mr Hughes was the Executive Engineer in charge of the division in March 1892, at the time the bills amounting to Rs 184/- were paid. At that time, he had been in charge of the division for only a short time, and was evidently misled by the remark in pencil on the bills made by the accountant. I think he cannot be held responsible for

overpayment.

4. In regard to A. Ranga Row, the accountant, his explanation is that as the bills were paid late on the evening of the 31st March, he overlooked the previous history of the case in the hurry and confusion of checking bills, and arranging the accounts in connection with paying bills, and closing the accounts as the 31st March was the last day of the official year. There is no doubt about there being generally a good deal of hurry and perhaps some confusion in regard to accounts in most divisional offices on the last day of the official year, and, therefore, I think the accountant's excuse is reasonable. He has already been severely punished for the way he managed the accounts of the office, so in any case I do not think it would be desirable to punish him further for the present case. Under these circumstances, I recommend that the Sum Rs 166-11-3 overpaid to K. Ranga Row should be charged to the Estimate for the Navigation Canal.

5. With regard to K. Ranga Row, he refuses to refund the overpayment and, I think, it would be almost useless to take legal proceedings against him in view to recovering the money, but I am sending instructions to the Executive Engineer not to again employ him till he refunds the sum Rs 166-11-3 overpaid to him.

I have the honor to be,
Sir,
Your most obt Servant

J. W. Meadows
Superintending Engineer
N. Circle.

Dated 7/12

To
The Secretary
to Government
Public Works Department

In calculation. It was of course supposed that previous payments [Accounts] were in all cases checked. This is not to easily done in the case of piecework as in the case of Contract work.

17/12/92 W. Thorpe Ex

No. 5340C 4/16 December 1892

Referred to the W. Hughes Supdg Engineer 1st Circle, for favor of report whether he can throw any further light on the transaction to enable us to arrive at a decision on the case.

C. Lewald
Actg: Chief Engineer
P.W.D.

The circumstances connected with the overpayments are fully and correctly stated in the Executive Engineer and Supdg Engineer's letters.

The statements in para 2 of the Executive Engineer's letter bear little or no correspondence with the facts as recorded from the Records Office on the 20th March. However there is plenty of time to check the bill but it has probably been paid about that time and afterwards got mixed with those received on the 20th March. The bill was received safe & partly late in the afternoon of 21st March. The accounts were ordered to check fully as many as he could, including all final bills, and to check the others without paying much calculation, and I read them to see for payment at 4 p.m. — by all accounts the bills were not fully checked & before the 10th was made. [illegible]

P.W. No. 1207.

Enclo. 4
P.W.R. 1247/93

From,

The Superintending Engineer,
II Circle.

To,

The Chief Engineer
P.W. Dept
Madras.

Dated 10th Dec. 1892

Received 19.12.92

Enclosures. One

No. 559. NL

SUBJECT.

Overpayment of Rs. 166-12-3 made to K. Ranganaiah on Kistnapatam Canal — Regarding sanction to charge the — to the Estimate for the Kistnapatam Canal.

Enclosure to No. 41 Ad/8.2.93. A

Extract from letter from the Executive Engineer Nellore Division to the Superintending Engineer 2nd.Circle,No.240,dated 20th. November 1892.

Para 5. For a number of these delays and those which subsequently occurred,the late Accountant Runga Row is certainly responsible.It has since been brought to my notice,that Runga Row was in the habit of bundling up bills and papers received and taking no action on them until it pleased him to do so,or until reminders,petitions from contractors etc. compelled him to do so. I have abundant proof of this in the bundles of papers which were left unregistered by him and in the facts brought to light by contractors etc. in their petitions presented subsequent to his departure.

(True Extract)

Mohammed Yakoob
Supt. Routine Branch.

Keep with 17 Current No.

dated 189 .

Confidential. (C. No. 1261/8)

GOVT. OF MADRAS. } 189 . { P. W. DEPT.

EXAMINER, P. W. ACCOUNTS.

Madras, 8th February 1893.

Office Note No. 418

To

W.

Overpayment of Rs.186-II-3 to a Piece-worker in the Nellore Division.

In returning the papers received with your No.320 C dated 24th. January 1893, I am of opinion that A.Runga Row, late Accountant of the Division, is clearly responsible :-

i. for having paid the second bill, dated 26th. May 1891, for Rs. 95-2-4, without challenging the excess charges.

ii. for having paid that bill on 6th. June 1891 without proper scrutiny

iii. for having failed to detect the excess charge for sectioning, contrary to terms of the agreement, until 2nd. September 1891, or until 2 months and 26 days after the payment had been made.

iv. for having called for a "revised bill", when more than the specified amount had already been paid. His proper course was to have advised the Sub-Divisional Officer of

2700-1-2-91.

of the overcharge, and requested a recovery of it from the Piece-worker.

v. for having paid the third bill (date not known as the voucher has not yet been received in my office) for Rs.184, also without scrutiny.

vi. for having kept out of the office records the Sub-Divisional Officer's letter No.2670 dated 26th. March 1892 (explaining the circumstances under which a revised bill was submitted), which was discovered by a clerk on 12th. May 1892, "unregistered, while posting the Work Abstracts for March 1892".

2. His explanations are most unsatisfactory, for no matter how negligent a Sub-Divisional Officer may be in regard to the preparation of bills, it is distinctly the duty of a Divisional Accountant to scrutinize, in the most thorough and complete manner, every bill for a final payment.

3. His contention that the third bill was not received in the Divisional Office until the 31st. March 1892 has been disproved by the records of that office; and his self-laudatory remarks on the subject, generally, are likely to mislead any one who did not sift the evidence. In para 12 of his letter dated 31st. May 1892 he wrote :-

"It will thus be seen that the Division Office is not wanting in discharging its duty in any way, and on the other hand has done it well in spite of all opposition".

But in the concluding portion of his para 11 he condemns himself, for he admits that failure in the Divisional Office to detect the overpayment on 31st. March 1892, when the third bill was paid, was "of course due to circumstances beyond control", and that "when the bill was subsequently checked (that is on the 18th. May 1892) the overpayment was detected and the Sub-Divisional Officer written to, vide this Office No.317 dated 18th. May 1892". In other words he admits (a) having paid the bill without scrutiny, and (b) that it was not until after the lapse of ~~one~~ month and 18 days that he detected the overpayment on account of sectioning.

4. The disappearance of the voucher for the third payment, Rs.184, on 31st. March 1892 is suspicious. In his letter No.413 dated 7th. September 1892 the Delta Overseer stated that the contractor had informed him that he had "sent the voucher through post" to the Executive Engineer, but up to this date it has not been furnished to my office although it has been repeatedly called for.

5. Any Accountant who brings forward pressure of work in making payments on the last day of an official year -- which is what Runga Row means by "circumstances beyond control" -- as an excuse for paying a final bill without thorough check, is unfit for his position. In the present instance the overpayment was fortunately small in amount; but if Runga Row's plea be admitted, the door will be thrown wide open for incalculable irregularities.

6. I however do not lay so much stress on this solitary instance of an overpayment, as on the general character of Accountant A. Runga Row's work in the Nellore Division, and on the plausibility and inaccuracy - not to say absence of veracity - of his explanations of irregularities for which he is responsible. The report submitted with my No.248 A. dated 15th. October 1892 brought to notice numerous instances of gross neglect of duty, and enclosure A of this note furnishes further evidence of this. Add to this, his laxity in connection with this overpayment of Rs.188-11-3, and evidence of his unfitness for further employment as a Divisional Accountant is complete.

7. I therefore submit that, in the case of these additional proofs of gross negligence, his reduction to the next

next lower grade (G.O. No.3037 dated 5th. November 1892) is a totally inadequate punishment. He is an old and an experienced Accountant; and considering that he took advantage of his reputation as such to betray the trust reposed in him by his Executive Engineer I am of opinion that he should be removed from Government service under Civil Service Regulations Article 460(a)

8. I may add, as indicative of his character, that Accountant A. Runga Row sought an interview with me last week, with the desire of being re-transferred to this Presidency from the Assam-Bengal Railway. In answer to a question from me, he stoutly denied ever having sent a telegram to the Accountant General, P.W. Department, praying that his transfer to that Railway might be cancelled; but when I confronted him with a copy of his telegram, which I had received officially from the Accountant General, P.W. Department, he was speechless. Such a man is not worthy any position of trust.

9. I may further add that this is the same Accountant whose conduct for alleged borrowing of money from contractor was referred for the orders of Government with my No.9 A dated 20th. January 1893, under instructions from the Accountant General, P.W. Department.

10. In this note I confine my remarks to

P. W. CURRENT No. 1247

to the conduct of the Accountant, but there are certain other points arising out of the correspondence in regard to which I shall address you separately.

C.

Circular No. 10 of 1892.

[FOR EXAMINERS ONLY.]

ACCOUNTANT GENERAL.

PUBLIC WORKS DEPARTMENT.

ESTABLISHMENT.

Dismissal of an Accountant for borrowing money from a contractor.

Simla, the 29th April 1892.

The Examiners of Public Works Accounts, Madras and Coorg, Bombay, Bengal, North-Western Provinces and Oudh, Punjab, Central Provinces, Burma, Assam, Hyderabad, and Rajputana and Central India.
The Examiner of Public Works and Railway Accounts, Baluchistan.
The Examiner of Accounts, Military Works.
The Examiner of Telegraph Accounts.
The Examiners of Accounts, North-Western, Oudh and Rohilkhand, Eastern Bengal, Burma, Mu Valley and East Coast State Railways.
The Examiner of Accounts, Mari-Attock Extension Railway and Frontier Railway Surveys.
The Examiner of Accounts, Bhavnagar-Gondal-Junagadh-Porbandar Railway.
The Deputy Examiner of Accounts, State Railway Stores.
The Examiners of Guaranteed Railway Accounts, Madras and Bombay.
The Government Examiners of Accounts, East Indian, Bengal-Nagpur, Southern Mahratta, Indian Midland, Rohilkhand and Kumaon, and Bengal and North-Western and Tirhoot Railways.

Copy of the following is forwarded to the Officers noted on the margin, for information.

R. G. MACDONALD,
Offg. Accountant General.

No. 46 A. E., dated 17th February 1892.

From—The Secretary to the Government of India, Public Works Department,

To—The * * *

In acknowledging the receipt of your Secretary's letter No. 30 G. E., dated the 15th ultimo, reporting the circumstances

connected with the case of * * *, accountant, * grade, attached to the * * * in borrowing two separate sums of money, in one case on the security of a contractor and an office chapprassie, and in another from a contractor, and forwarding a copy of the explanation submitted by * * *, I am directed, in reply, to say that * is dismissed from the service with effect from the date of receipt of this letter.

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5 P. W. D. 9. L. O.W. 1615/52

P. W. D. 8. L. O. 537/53

G. G. Press, Simla.—No. 17 P. W. D./A. G.—2-4-93.—385.

No. 346.

Accountant General
Public Works Department
Establishment

21

To

The Examiner of Public Works Accounts,
Madras.

Calcutta, 5th January, 1893.
7

Sir,

I am forwarding, herewith, for disposal, under the orders of the Government of Madras, a letter dated 17th Ultimo from Bapaswamy Vengama Naidu, late a contractor, complaining of the conduct of Mr. A. Venga Row, lately Accountant of the Nellore District and at present lent to the Assam-Bengal Railway Company Limited, in having borrowed money from contractors and in other respects, I have the honour to invite your attention to my Circular No. 10 of 29th April 1892. The accusation of borrowing from a contractor is a very serious one and should be thoroughly investigated.

I have the honour to be
Sir
Your most obedient servant
Sd/ D. G. Macdonald.
Accountant General

Document accompanying
Letter referred to

True Copy

Muahomed Yacoob
for Supdt Routine Branch.
Asst
C/5.2.93.

Government of Madras.

1892.

P. W. DEPARTMENT.

CURRENT No. ~~1260~~ 1615/93

From

P. Vengama Naidu

ENCLOS.-

No.

Dated 17.12.92

Received 21.12.92

SUBJECT.

A. Ranga Row, late Accountant Nellore Dt: Complaining against — regarding his monetary transactions with the Contractors.

DISPOSAL.

No. dated

From

I.S.Sherlock-Hubbard Esq.

Examiner,P.W.Accounts,Madras.

To

The Secretary to Government,

Public Works Department.

No. 9A Madras, 20th January 1893.

Sir,

With reference to your endorsement,No.5465 C.dated 23rd. December 1892 on a letter dated 17th.December 1892 from one Bapasani Vengama Naidu,late a Contractor in the Nellore Division,in which certain allegations were made against Accountant A.Ranga Row,I have the honour to bring to notice that the said contractor furnished the Accountant General P.W.D. with a copy of that letter,and that I have been instructed by that officer to take steps,under the orders of the Madras Government,for a thorough investigation of the charge of borrowing money from Contractors that has been made against Accountant A. Ranga Row.

2. I return with this ,for facility of reference,your endorsement above quoted; and I also forward a copy of the Accountant General's letter,No.34 E.dated 5th.January 1892,together with a copy of his circular No.10 of 29th.April 1892 in which an order of the Government of India,dismissing an Accountant for having borrowed money from a Contractor,was communicated to the P.W.D.

3. The favour of early orders is requested.

I have the honour to be,

Sir,

Your Most Obedient Servant.

I. S. Sherlock-Hubbard

Examiner,P.W.Accounts,Madras.

P. W. CURRENT No. 537

1615/93

From

The Examiner, P.W. Accounts,

Madras.

To

The Secretary to Government,

P.W. Department.

No 3037 W dt 5-11-92

No. 9 A

Encls 3

Dated 20- January 1893.

Rcvd. 21-1-93

No 409 C of 31st January 1893

Referred to the Supdg. Engineer II. Circle for favour of very early report whether the petitioner P. Venganna Naidu was at the time of the alleged transaction with Accountant Ranga Row a contractor of the P.W.D. &c.

2. The Supdg. Engineer is requested to obtain and submit copies of the vouchers and abstract in the suit referred to.

/ By order /

H.B. Bradley

Asst. Secy.

Under Secy. to Govt.

P.W.D.

A Ranga Row. Requesting orders for a thorough investigation of the charge of borrowing money from contractors brought against----

Irregularities in the accounts of the Nellore Division to be explained by Accountant A Ranga Row

Irregularity	Points on which explanation is required.	Accountant A. Ranga Row's explanation.
Absence of Contract Agreements for the following works i Irrgn. to Kodur channel ii Minor branch Eastern chl. iii Challakaha Left Embkt. iv Eastern channel Minor Branch chl. v Irrgn. to Kavali Tankshins vi Marripalli Madugu tank vii Dividing Dam across Mallorcaha channel viii Maldivi Drain	I Why were not agreements entered into for these works?	I Agreements with Contractors & piecework-ers are entered into by Sub Divisional Officers for the execution of works within their Jurisdiction. These are sometimes received early and sometimes late. The absence of agreements was duly brought to the notice of the Executive Engineer in checking bills & the delays are to a great extent minimized by issue of Circular instructions & special calls. In the absence of recorded information I regret I cannot say anything more concerning the special cases referred to in this para.
	II In the absence of agreements with what were bills checked?	II The bills are always checked in Comparison with Estimates (for subheads quantities & rates) the terms of Contract in this Dn. being at a certain percentage reduction over Estimate amount. The percentage reached in agreed upon by Sub O. Officers is noted by them at foot of the bills & they were accepted on the responsibility
2. Failure to keep the register of Contract agreements upto date.	III How do you explain this?	III All contract agreements are on receipt made over to one of the Accounts clerk Venkata Subbaiah for entry in the Register & check and to the best of my knowledge the book was always shown brought upto date.
3. Want of method in the record of Contract agreements.	IV When agreements were scattered about, among Correspondence records, how was it possible to check the bills promptly!	II The agreements were filed in a bundle in the order of number given to them, Corresponding with that in the Register. There was no necessity to their being mingled with Correspondence records, since they have been separately registered & recorded in the Accounts Section. This was strictly observed during my stay in that Office.
4. Out of 114 pass books only 4 were in the name of the Executive Engr.	V Why were not steps taken to get this rectified?	V The India Code which required the alteration has come into force from 1st August 1892. I left the Division about two months before.
5. Want of method in writing up the Register of security deposits & neglect to keep it up to date.	VI How do you explain this?	VI The entries in the Registers were made in chronological order like any record of the kind & was always written upto date. No special instructions given for its maintenance.

Irregularity	Points on which explanation is required.	Accountant A. Rougarrow's explanation
6. Omission to enter in Contractor's returns-lodgement in Central Office Number Rs 172 for May 1892 Rs 130 & the Value of materials supplied	VIII Was this effective check of a bill?	VII I had not the opportunity of finally examining the Vouchers for May before submission to the Examiner, as the accounts for the month were rendered by my successor. I regret for the omission which might be due to oversight.
7. Absence of Executive Engr. order to pay on all original Contract Certificates.	VIII Why were bills paid without this?	VIII Not a single payment was made without the pay order of the Executive Engr. & pay orders were obtained on bills on which notes to enable the Ex. Engr. to give pay orders are entered and these bills were retained in the Bill Office being treated as certified Copies of bills as usual.
8. Neglect to post the Contractor's ledger since Dec. 1891.	IX Why was this important record not kept up to date?	IX Consequent on the removal of extra clerkswork in this office under orders of the Supdg. Engr. which was reported by Ex. Engineer to the Examiner applying for services of an Asst. Accountant (Vide para 11 of my explanation of 6-9-92) the clerk posting the Contractors ledger had to be put in charge of Work Register and the new posting Registers had to be spared for the Correspondence branch which occasioned the delay. Every exertion was however made to write it up a few days later.
	X Such being the case what guarantee had you that previous payments were correctly checked?	X Previous payments were correctly checked from certified Copies of the bills which are facsimile to originals with regard to all particulars.
9. Delay in payment of 54 bills as detailed in enclosure A.	XI The delays are classified as follows-	XI It would appear that the periods of delay made in each case is calculated from date of measurement to date of payment, whereas there are cases of not infrequent occurrence in which bills are not generally submitted by the Executive Subordinates long after the measurements are taken & then again in their passing through the Subdl. Offices they are detained by them for check measurement of work in all possible cases and then passed on to the Bill Office. From my general knowledge of the Bill. I beg to submit that the extra-ordinary delays appear due to (1) disputed claims under correspondence to & fro. (2) bills attached under injunctions of Civil courts awaiting decision. (3) Amounts withheld for want of, or, incomplete sectioning which

	No of bills
Over 25 months	1
20 "	1
Between 15 & 20 months	4
10 & 15	8
5 & 10	13
Over 4 months	4
3 "	6
2 "	9
1 "	8

What explanation have you to offer

Irregularity	Points on which explanation is required	Accountant A. Rangaroo's explanation
		is generally done at the next season. (4) part amounts withheld pending information & check measurement of the work by Subdl Office. The information is one that could be elicited on the spot & no reference to the Connected (0) correspondence. In fact the matter is one that I have little to do.
10. Employment of a private servant named G. Ramakrishnama Naidu in the check of Contractors Pucca Works from Nov^r 1891 to February 1892.	XII On whose authority was this man allowed to work in the Office without pay from Government?	XII As already explained in para 10 of my explanation, this Naidu was one of the extra clerks doing duty in the D^n Office sometime prior to my joining the D^n and continued afterwards to do the same work that he was doing before Viz. Checking bills & fair copying accounts. His services were dispensed with by the Supdg Engr. on account of age bar when got into permanent service. He was allowed to work as the D^n Office when unemployed on this District understanding that he would get pay only from the date of appointment being sanctioned with the approval of the Ex Engr. in anticipation of being taken
		as temporary Famine clerk to cope with the pressure of the work then devolved on the office, & was consequently so employed; though a little later than at first anticipated for reasons explained in my explanation adverted to above.
XIII Why was not the check of bills entrusted to members of the office Establishment?	XIII Each clerk in the office had his quota of work specified by the Ex. Engineer. Since this Naidu doing the work of checking the bills &c was removed there was no body available to look after the work. Moreover one clerk of the Accounts branch had to be spared for Correspondence branch. The extra help applied for as stated above either to Supdg Engr or to the Examiner was not granted. In consequence this Naidu who was naturalized with the work was allowed to continue to do it as there was no other alternative to get through this work. I may add here that the bills in the Nellore D^n are numerous as all works there are carried out on Contract & a majority of these bills are received in the latter end of the month and consequently the help of other members of the branch was also resorted to for a day or so.

Irregularity	Points on which explanation is required	Accountant A. Compa Row's explanation.
a Arrears in the compilation of work abstracts of those for all works 1872 were not finally posted upto 30th June - those for April 1872 were only commenced on the 1st June - those for May were not even commenced on the 4th June.	XIV Why were not these compiled before submission of monthly accounts to the Examiner?	XIV & XV There are two clerks employed in the compilation of work abstract and posting Register of works one helping the other & the work abstracts are compiled for the purpose of getting out the outlay on the Work before the accounts were sent in so that the sheets of expenditure were written from them - though their final completion with regard to other details could not be completed before the despatch of accounts to the Examiner together with the vouchers were however completed by the end of following month & contractors days after the submission of accounts and any isolated cases for special report. - March being an exceptional month in the year when there would be a rush of expenditure and as Registers for all works for the ensuing year have to be opened upon 1st April - You will please observe that the delay in writing them up in these two months was quite unavoidable and necessarily runs into May also and that any correction must be given - I however wish to understand how it was
b Neglect to supervise the revision of Stock ratio even since 31st January 72 and take an Engineer's order upon it	XVI Why was this important duty left to the Storekeeper?	XVI To the best of my recollection the revision of ratios was never made without the approval of the Ex. Engineer I remember that as a report was also made to the Sup. Engr when necessary to write off losses and revised ratio.
c Complete absence of check 1 of Store Accounts 2 of Workshop Accounts.	XVII What explanation can you offer on this point?	XVII In reference to the memorandum of instructions issued by me with the approval of the Ex. Engineer to the Storekeeper will show the attention these accounts received from me. The Storekeeper's issue books were and orders of the Ex. Engineer checked by me in the evening of every day or the day following to see that they were written up to date; and his bills for purchases were examined in the usual course along with the bills. At the close of each month the time to complete the book in the help of a clerk in accounts branch as he could not be himself spared and when the work was completed

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Copies of Testimonials of

A. Rangarow Accountant D. P. W.

1st. Assistant Accountant Anantapur Range Office.

Bids fair to be a useful office servant.

(Signed.) John George,
Executive Engineer.

24 – 6 – 1867.

1st. Assistant Accountant Gootty Range Office.

A. Rangarow has for the 7 months that he was employed under me performed his duties very satisfactorily.

(Signed.) W. Porter,
Assistant Engineer.

18 – 5 – 1868.

1st. Assistant Accountant Cuddapah Range Office.

Rangarow conducted his duties during the time I had charge of the Range in a very satisfactory manner and was favourably reported upon by the late Mr. Assistant Engineer Gorman.

(Signed.) C. W. Lewis,
Range Officer.
Cuddapah Range.

8 – 9 – 1869.

Acting Head Accountant Gootty Range.

Rangarow conducted his duties very satisfactorily during the 2 months he acted for this office accountant when on leave.

(Signed.) John Grey,
Assistant Engineer.

12 – 11 – 1869.

Acting Head Accountant Anantapur Range.

A. Rangarow for the short period he has served under my orders gave general satisfaction and has been favourably reported upon in the periodical conduct returns submitted since that period. Vide copies appended.

* * * *

From the date of his joining the Range have had reasons to be very well satisfied with him and would wish his being permanently attached to the Range.

* * * *

A zealous and efficient official the short period he had been in the Range was one of unmitigated labour, in discharging the duties of which, he has exhibited a cheerful willingness very seldom to be formed in cases of similar circumstances.

(Signed.) R. S. Harris,
Range Officer.

12 – 5 – 1870.

Head Accountant Penuconda Range Office.

A. Rangarow served under my orders as Head Accountant of the Penuconda Range of the Bellary District for about a year and a half during which period he showed himself quite competent in the discharge of his duties. He is an intelligent young man and deserving of encouragement.

(Signed.) F. W. Watkins,
Range Officer.

Head Accountant Hospett Range Office.

Accountant A. Rangarow gave me the greatest satisfaction in the discharge of his duties notwithstanding the neccessary strength of the office Establishment being frequently irregular from ill health &c. I mean no flattery in stating that he is quite deserving of encouragement by promotion and his business habits and fitness entitles him to a higher office.

(Signed.) J. D. R. Dighton,
Offg. Range Officer.

Head Accountant Northern Division Nellore District.

Since accountant Rangarow joined the Division up to present time he has perfectly satisfied me both in respect of his duties as accountant and his direction and management of the other duties of the office, the pressure of which throughout the period above referred to, has been very great indeed. Considering also that he has had so much of arrears to bring up it has given me pleasure to have had the opportunity in the quarterly reports submitted to the District Engineer to record the above testimony of his character and capabilities.

(Signed.) S. Ottman.
Range Officer.

Head Accountant Ongole Division.

In compliance with accountant A. Rangarow Puntulu's request the undersigned has much pleasure in giving him an extract from the Examiner of P. W. Account's letter No. 503, S. E. II. dated 23rd. October 1879. It is certainly a document that speaks strongly for his efficiency as accountant and as such the paragraph in question is a strong recommendation and the undersigned sees no objection therefore to Rangarow Puntulu obtaining a copy from this office.

Extract from the copy of a letter from the Examiner of P. w. D. Accounts to the Secretary to Government P. W. D. No. 180 W. of 23rd. October 1879.

* * *

9. Mr. Barrow reports that the Accounts and Books of this Division were kept in an exceptionally creditable manner being superior in neatness and accuracy to any he saw during his inspection of Eleven Divisions. The Accountant deserves praise for the very creditable state of the office.

(Signed) H. L. M. Carey.
Offg. Examiner P. W. D. Accounts.

Extract from the Examiner's letter No. 215 W. dated 24th. February 1881 to Government P. W. D. on the inspection of Godavary Western Division office.

* * *

6. Major Carey reports well of accountant A. Ranga Row.

(Signed) D. H. Trail Major R. E.
Examiner of P. W. Accounts.

Extract from the memorandum of inspection by Mr. Brown Dy. Examiner of the Godavery Western Division office on the 18 July 1881.

* * *

17. All the accounts and statements gave abundent proofs that the Executive Engineer closely scrutinizes them. This coupled with the accountant's attention to his duties fully accounts for the good order in which the office was found with the exception of omission noticed in paragraph 4 which was explained to him. The accountant appears to understand the new procedure and forms of accounts lately introduced.

Extract from G. O. No. 2309 W. of 7th. September 1882. On the inspection of the Godavary Western Division office by Mr. R. C. F. Volker Assistant Engineer on the 19th August 1882.

* * *

2. The Government note the satisfactory nature of the report.

Remaks by Deputy Examiner Mr. H. Rainier on his inspection of the office of Godavary Eastern Division on 18th. February 1884. (on special transfer of Rangarow from Godavary Western to Eastern Division office when the work of the latter had fallen into arrears.) Vide G. O. No. 613 W. dated 6th March 1884.

* * *

15. The Executive Engineer expressed satisfaction with the accountant who is evidently making satisfactory progress towards getting the office free from arrears and the accounts may now be expected to reach the Head office of account complete and with fair punctuality. The accountant is amply and adequately assisted.

EXAMINER'S REMARK THEREON.

2. The account's work in this Division is very heavy and requires much from the accountant. The office is in fair order.

(Signed) D. C. Gordon,
Examiner of P. W. Accounts.

Remarks by Dy. Examiner Mr. Rainer on his inspection of the office of the Godavary Eastern Division on the 12th January 1885. Vide G. O. No. 891 W. 17-2-85.

18. The accountant is sufficiently assisted. He is highly praised by the Executive Engineer and has great deal to do.

(Signed.) D. C. Gordon,
Examiner of P. W. Accounts.

Efficiency report by Mr. W. B'dewinton Executive Engineer Godavary Western Division

1. General Efficiency and merit:—Great.

2. Points in which specially excellent:—Accuracy, Intelligence and neatness.

3. General conduct. :—Most satisfactory.

I have nothing but good to say of accountant Ranga Row. I have never known an accountant so fully alive to the duties and responsibilities of his office. He thoroughly deserves speedy and continued promotion.

(Signed) W. B'dewinton.
19-5-82. *Executive Engineer.*

EFFICIENCY REPORT BY MR. J. E. PAUL EXECUTIVE ENGINEER,

General efficiency and merit:—Throughly efficent and has been several times specially recommended for promotion.

Points in which specially excellent:—Intelligence and management of office.

General conduct:—Excellent.

(Signed) J. E. Paul
Executive Engineer,
Godavary Western Division.

Extract from the report made to the Examiner by the Executive Engineer Mr. W. Hughes B. A', regarding the inspections of all the Sub-Division Offices in the Godavary Eastern Division since 1884. by accountant Rangarow.

"It may be sufficient to say that the Accountant has conducted his inspections in a very searching and effective manner and the inspection of the Sub-Division accounts seems to have been thoroughly done though I cannot judge how long it has taken."

Extract from the annual efficiency report by Mr. W. Hughes Ex. Engineer, Godavary Eastern Division.

* * *

The accountant has remarkably good knowledge of English and drafts almost all the letters and reports connected with his own branch of the office work. He has also a good knowledge of Departmental rules and procedure.

(Signed) W. Hughes.
8-12-86. *Executive Engineer.*

Remarks on the report of transfer of charge from the Examiner's office to Nellore Division in January 1891.

* * *

The state in which A. Ranga Row left his work is very satisfactory.

(Signed.) J. Conquest.
21-1-1891. Superintendent Audit Branch,
Examiner's Office.

No. 2684 / 16-3-1891.

From,

The Executive Engineer,
Nellore Division.

To,

The Examiner,
P. W. Accounts, Madras.

Sir,

I have the honor to forward here with a letter from the Accountant Ranga Row bringing forward his claims to promotion. He has worked hard and zealously since he has been in this Division and I beg strongly to recommend him to your consideration in filling the vacancy which has occured in the 3rd. Grade of Accountants.

I have&.

(Signed.) *H. H. O'Conell,*
Executive Engineer,
Nellore.
15 — 1 — 1891.

To,

I. S. SHERLOCK HUBBARD ESQUIRE,
Examiner P. W. Accounts.
MADRAS.

Through

H. H. O'CONNEL ESQUIRE,
Executive Engineer,
Nellore Division.

Respected Sir,

Having come to understand that the post of a 3rd. grade Accountant will become vacant in the arrangement of filling up the vacancy caused by the permanent promotion of Mr. M. H. Gaynor to the rank of Deputy Examiner, I most respectfully beg to approach you with a statement of my claims for promotion.

2. My first start into public life is into the accounts branch of the P.W.D. in which I possess service for a period of 24 years 10 months.

3. In proof of my exertions and the zeal with which I discharged my duties during the aforesaid period, I solicit yourkind perusal of the copies of testimonials I was able to secure at the hands of several officers I was placed under.

4. I would beg to add that during my stay in the Godavari Eastern Division where I was entrusted by the executive Engineer to make personal inspection of all the sub-Division of that Division on his behalf, I have rendered litterally profitable service to Government (Discoveries of a class of embezzlement for the first time in the boat and quarry offices the operations of which are peculiar and are of great magnitude both as regards revenue and expenditure, concerning the special accounts and records of which there were no published rules formulated by competent authorities at the time. Introduction of preventitive measures that tended to help materially the growth of revenue receipts and to arrest wasteful expenditure and necessary reforms of procedure;) and I am confident that H. H. O'Connell Esqr. the present Executive Engineer under whom I am now placed will testify as to the zeal with which I have discharged my duties ever since I joined the Nellore Division from the Central Office.

5. In conclusion, I beg to submit that I have already suffered supercessions in my promotion to 4th. Grade which was not given me when it was due, whereby, others who were far Junior to me in total service have gone before me in the present Grade and trust that this, and the long and satisfactory service rendered by me in different localities and in the heaviest Divisions may be taken into your favourable consideration in giving preferment to fill the vacancy.

6. Begging to be excused for thus intruding upon your valuable time.

I beg to remain,
Sir.
Your most obdt. Servent,
A. RUNGA ROW.
Accountant 4th. Grade Nellore Division.

Telegram from the Examiner P. W. Accounts to the Executive Engineer Kistna Eastern Division dated 21st August 1892.

"Under orders from India approved by Local Government, Accountant Rangarow transferred Assam Bongal Railway. Order him proceed Calcutta sharp on relief by Chinnayah.

Accountant Kistna Eastern Division.

Accountant A. Rangarow has been in my Office since 9th June 1892. He is now under orders on transfer to the Assam Bengal Railway.

He understands his duties well carries them out systematically, and gives the Executive Engineer intelligent assistance when required to do so. Moreover he conducts ordinary routine business in the office in a satisfactory manner.

29-10-1892.

(Signed) W. Jopp.
Executive Engineer.

Triplicane
12th February/93.

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To
W. Martin Esquire
Superintending Engineer, 2nd Circle.

Respected Sir,

I beg respectfully to request that you will kindly excuse me for the liberty taken of addressing this letter to your honor. It is a great source of relief to me in my present unfortunate condition to have this opportunity of representing my grievances to your honor, who is an impartial judge; as I can at present see little chance of their being heard elsewhere, or if heard, heard with a view not to misunderstand or misconstrue them.

I have been the object of a stern destiny. I have been an accountant in the P.W.D for the last twenty Six years, and I may say that I have had the good fortune during all this period to have secured the good opinion of my superiors both at the examiner's office and at the divisions where I served, as you will be pleased to observe from a copy of my testimonials enclosed. Recently the tide of fortune has turned about,

somewhat suddenly I must confess. I was
last in the Krishna eastern division, and
while there, the examiner inspected the
Nellore division office, during the absence
of the Executive Engineer on leave, and
my stay at Krishna, and called upon
me to explain certain irregularities
I was alleged to have been guilty of
while in the Nellore division. I did
so, and sometime after was served
again with a further list of irregularities
for explanation, the time and space
within which my replies are to be sub-
mitted being restricted. When these
calls came home I had left Nellore
some months, and the points for ex-
planation referred to some minute
matters in the volume of transactions
which took place while I was in the
Nellore division. I felt no small diffi-
culty in complying with the conditions
of time and space, within which the
examiner has hemmed me.

I send herewith a copy of
my explanations for your kind
perusal from which you will be
pleased to observe that most of the
charges are general and vague
allegations, which could not have
been better replied to or more
conclusively, in the absence of connected
records to be referred to, and after such a
length of time as five months elapsed;
but at any rate my explanations I had
thought would have been sufficient to
convince any man of my innocence.

As regards the two points which
appear to have been urged most against
me are (1) delay in the payment of
54 bills classified according to the period
for which they had been delayed. I
may add here that I was in the
Nellore division for 15 months, but I
have been asked to explain delays
of ~~15~~ between 15 and 25 months
in the case of eight bills. The question
is one that does not concern me. Yet
from my general knowledge of the
division the delays were explained
in general, and a reference to record
was solicited with regard to particular
causes in each case. Major Christie
the previous examiner distinctly ruled
that the delays in the settlement of
claims and dues to contractors and
piece workers should have nothing
to do with the accountants, and arrange-
that the executive engineers be specially
addressed every month in a Separate

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form of letter by the Examiner, who was to take necessary action in the matter, by bringing the delays to the notice of Government, if he considered them aggravating or unsatisfactory. This has entirely ignored, and on the other hand considered me responsible. I know not under what circumstances the accounts that he referred to, to pick out those delays were of February and March, whereas the accounts examined by him were of May '92. It is not unusual in any division that in the month of March of every official year, arrears due to contractors &c are finally settled to utilize the grant in full and to close the accounts of works, in the case of all repair estimates which do not hold good after the close of year, and it is no wonder that he should have come across these delays, which he himself admitted subsequently to be universal.

(2) The employment of volunteer G. Ramakrishnama naidoo. This has been sufficiently and fully explained in my first letter, and also in the Schedule when pressed

against me for a second time insufficiency of office establishment accounts for other shortcomings of a The examiner who had so strong prejudice against me the record presentation of the office appears to have made a severe report to Government, without allowing me further chance explaining on points, concerning which the record was silent and he ignored the following statements as the outcome of his conversation when I was hurried off to attending the long arrears promotion.

(a) Stoppage of promotion to grade of Rs 200, with retrospective effect from 1st April 1892.

(b) Degradation from Rs 150 to Rs 100.

(c) Transfer between Bezwada Railways

Before I knew anything of the above punishments, I sent my transfer to the Assam Railways in engineering department

immediate relief, and I s
without any misgivings in m
I fancied that I had given
not to frame any explanation
having fallen seriously ill
at Calcutta, I placed myself
sick list and returned to
When I learned to my greatest
grief and humiliation that I was
punished as above, and I am not
as yet furnished with the G.O.
ordering my
papers corrected there with
though asked for I know the
grounds on which my reduction
was based.

Such to my misfortune
is the issue of my sojourn in
the Nellore Division, for the really
profitable service rendered by me
during my stay there, in endeavour
ing to make better provis
Government work, and
security for Government revenue.
The fact of my having made so

was explained by Mr. O'Conn
the Superintending Engineer in
letter dated so far back as 3rd Sep
'91, which runs to the following
that he was carefully inst
accusations against the
accountant & anonym
pseudonym mean
not found any g
for suspecting him of the
and since the accusation
arrival here he has int
several reforms, all calc
to check fraud, an
doubt this was
bottom of the petitions
him, and that he dete
anonymous similar anon
petitions should be notic
simultaneously with this,
a notice to the office membe
suspecting them to be the author
these petitions, and to warned the
against similar proceedure
stopped further petition

service in other divisions, in
Nellore Division, I was very fa
reported by Mr O'Connell, both
annual ef[illegible]ciency report and
Spec[illegible], recommending
for [illegible]. Mr Hughes in
su[illegible] had also protest
a[illegible]ny in transfer from Nell
on [illegible]rounds, and the examin
in the [illegible] transferring me to
Krishna [illegible]tern States, that I am
considered better fitted for Krishna
[illegible]tern; and the certificate given
[illegible]ope strongly support this

Now I am in tense and
the examiner has again wired post
ing me to Ujjain Bhopal Railway,
without allowing me an opportunity
of retrieving my character and laying the clear
truth before Government.

I have also learned I was
ordered to make good certain overpay
ment on a bill made without check
on the night of 31st March 92, where
no fault of mine

and the amount could have been
recovered from the contractor if he
was only asked to do, or could have
been recovered by suing him in the
court. Not satisfied with all this,
the Nellore officials appeared to have
removed (from Calcutta) on my return one of the
old petitions which though re-
passed by the Chief Engineer to
be taken notice of, yet the
Accounts branch appeared to
have upheld it, and referred the
matter for the consideration of Government
for enquiry. When the true facts
of the case connected with this petition
are related, it will disclose the
whole truth and to what extent I
am trusted by these men.

I joined the division on the
28th January, the petitioners never
did any work as contractors during
my tenure of office in the Nellore
division, except that one of them
has recieved some balances due
on work done prior to my joining
the division. In the month of May
a tender was put in by them
with an earnest money of Rs 300

for the repair of Giddaloe tank
which was recommended by [illegible]
Executive Engineer for the approval
of Superintending Engineer. Here
I may mention the reason for
[illegible] was the Head Clerk, who ad-
mitted three men to be co-shar-
ers with him. As the work was sub-
sequently found not profitable,
these men did not go to their tender,
being refused by the Superintend-
ing Engineer. I sent a [illegible] anony-
mous letter to the Superintending
Engineer to the effect that the
tender was a forged one, and that the
Accountant had connived
with it. The latter was trans-
ferred to the Executive Engineer for
enquiry and report. It was
during the course of inquiry that
it came to light that the tenders
were in the same handwriting
and that the tender
that was sent by them
meanwhile two months had
elapsed, and the tender was
not approved of by the Superinten-
dent Engineer. The contractors re-

thereupon served with notice to the
effect that they should, within a certain
specified date, pay the balance of
security deposit, and enter into
the necessary agreement to start
the work. The Head Clerk who was
interested in the affair arranged
to evade the service of notice by
the non-entry thereof either in
the tapal book or in the hand
delivery book. This conduct of the
Head Clerk was brought by me, at
that time, to the notice of the
Executive Engineer, to show that
he was the person who was really
at the bottom of this contract,
and to prove his meddling in
other petitions also that were
sent against me at that time
to different authorities. The
Executive Engineer having En-
quired into the matter, reported
the head clerk demi-officially
to the Superintending Engineer,
and got him removed from
the division. But he subse-
quently placed himself on
furlough leave and stayed

away. The contractors were again served with another notice, to the effect that unless they entered into contract by the end of that month, their contract will be cancelled, and the earnest money Rs 300 will be given by them Rs 300 will be credited to Government as fine according to the terms of the tender. They expressed their inability either to pay deposit or to start the work for some time to come, and their Contract was therefore cancelled, & the earnest money of Rs 300 was credited to Government as fine. The petitioners thereupon made an appeal to the Superintending Engineer for the recovery of this money. But the Superintending Engineer refused to interfere with the orders passed by the executive Engineer. Immediately after this the late Head clerk who was interested in this contract and who evidently had lost the money got up this petition against me out of revenge, and sent

if to the there superintending engineer so as to prejudice that officer against me, but to have declined to interfere in the matter. He then kept quiet but the matter came to be known to me some times after, and when I was attempting to call for a copy of the petitions, with a view to prosecute them criminally for defamation of character, they in their turn brought a civil suit for the amount, and several times sent word to me that they will withdraw the case if I will promise not to take criminal action against them for defamation. But this I declined. Meanwhile I was transfered to Krishna, and when the case came on for hearing some months after I left Kellore, the petitioners withdrew the case as it was to be dismissed at the very outset of hearing, but in doing so they appear to have cautiously arranged to put down 'Withdrawn as we have privately settled', with a view to

bar any taking a criminal action
~~afterwards~~ against them. This was done
without my knowledge.

In conclusion I beg to add
that during my whole service in
the department ranging over 26
years, I have done the best of my
ability and most conscientiously
and always alive to the interests
of the Government, the work entrusted
to me was always given credit
for honestness of my work as a
Civil accountant, and not shirk-
ing to enlighten responsible officials
on all the matters requiring their
close watch and Scrutiny, without
regard to personal trouble, and
the unpleasant revelations which
such conduct may bring about.

In short I have rendered to Government
tolerably profitable service in
the Nellore division also notwith-
standing my short stay in that
division, and in requital thereof,
God has willed that, in the 26th year
of a long and untarnished career
of my service, I should fall a victim

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to the wrath of the Examiner, and
undergo the above punishments
for no fault of mine. —

Pardon, respected sir,
these effusions, for I am an
unfortunate man, and am
unable to control my feelings.
But to return to the object with
which I wrote this letter, I most
earnestly solicit your honor
to go over the papers I herewith
sent to see whether I am in
anyway responsible to the so-
called irregularities noticed
by the Examiner, and in what
way have I sinned to deserve
the aforesaid punishments. This
being a case that has occurred
in your honor's circle, whose
world wide experience is not
apt to be deceived under any re-
presentations, I am confident
that I shall have the consolation
of meeting with justice at your
hands. For which act of kindness
I shall ever feel grateful.

I.

Yes to remain
Respectfully
Your obedient servant
C. Hungerford
Asst. D.P.W. on leave

No 6956
W 293

Forwarded to the
Chief Engineer
for his perusal

I must state that
I have never come
a man per
across so who has
according to his printed
testimonials) so
uniformly well reported
on as C. Hungerford - and
I know as a matter of
fact that the two Engrs
(Messrs Esther & Lopes) under
whom he worked in the
Eastern Districts before
after he was transferred
from Nellore, considered he
worked very satisfactorily

Sales Hatton
Asst Engr
Cuddapah
1st Feb 1895

P. W. CURRENT No. 1575

SUPG. ENGINEER'S OFFICE
No. 684 N.L.
15 FEB. 93
P. W. D.
SECOND CIRCLE

60

From

A. Ranga Row

Accountant P. W.

To

The Superintending Engineer

2nd Circle

Encls 2

Rec'd 20.2.93

Dated 12th February 1893.

Furnishing explanation regarding certain irregularities said to have been committed by during his tenure as accountant Salem Division

---

With an Endorsement No 695 N.L. 17.2.93

S.A.C.

500—25-6-89.

(C. No. 1042.)

Office of the Examiner, P. W. Accounts.

Madras, 189

Enclosures to Examiner's Office Note

No 102 A., dated

17 March 1893.

To

The Chief Engineer and Secretary to
Government P. W. Department
Madras.

42

Most Honored Sir

With due reverence I humbly beg to
State that in March 1891 A. Ranga Row Rate
Accountant Nellore Dist. and now in Assaroe
Applied to Supply petitions for Credit for his daughters
marriage and I accordingly Complied
with his request for Rs 300 & odd, but his
refusal of Payment urged upon me to petition
to the Superintending Engineer 2nd Circle who instructed
me to Establish my claims in a Court of Law
to take notice of his conduct; Should it be decreed

This was obeyed and a Civil Suit was fi
in the District Court Nellore, but A. Ranga Ro
being afraid of the results anticipated adv
his Eldest Son to pay me Rs 300 through his Va
Z. Mr. T. V. Venkataramayya and to Compromise
Case. On the 16th August 1892, this Sum was pa
and the Razeenama (Compromise) was di
Y. Signed by both his and my Vakels and —
Submitted to the District Judge Nellore -

It Could be therefore easily Conceived was the
a man of A. Ranga Row Stamps who is apt
to every description of abominable mischief
would have Voluntarily Come to terms with me
if his defence was strong Enough and if m
allegations were not true.
I abhor to describe his rapacious acts whi
in the Nellore decision.

to be Kindly Con

Ack. due Endorsement
69 of 96
Within No
17-2-93

obtain from the Nellore District judge all the records appertaining to the civil suit No 24 of 1892 and to chastise A. Rangaya Reddi according to the spirit of P. W. Code rules for his transactions in money &c with the Contractors, this being a serious charge.

I beg to Remain
Most Honord Sir
Your Most Obt Servt.

(Papasani Vangama Naidu)

Late Contractor

17/12/92

EXAMINED
14 DEC
ACCOUNTS

B

Translation of Plaint

43

In the District Court of Nellore.

Civil Small (cause) suit
No 24 of 1892 -

Plaintiffs -

1- Papasani Vangama Naguedu.
2 - Poba Reddi Ranga-Reddi.

1st Plaintiff belongs to the Kamma caste, is a cultivator & resides in Komarapudi in Nellore Taluk.
No 2nd is a Reddi Kapu & a cultivator, and resides in Kattuvapalli.

Defendant
Annapragada Ranga Rao Jr. Brahmin. Head Accountant of the Executive Engineers Office Nellore —

Under Section 50 of the Civil Procedure Code, the Plaintiffs state as follows:

This suit is for the recovery of Rs 343-15-10 being the cost (of certain articles supplied to Defts) minus the amount paid (by Defts) as per bound book, and interest.

1- The defendants received on account from the Plaintiffs articles & his daughters marriage and bandy bullocks of the value of Rs 346-6-0 from the 10th March 1891 to 5th June 1891 - Particulars of the above sum are entered in the schedule

*so in the original.

No 'Plaintiff' has entered the items in a bound book kept by him -

A

A copy (of the said book) is herewith filed with a view to get it (the original) back (from the Court) -

2. On several occasions the Plaintiffs asked the defendant to pay them the aforementioned amount due to them, but the defendant paid Rs 30 only - This suit is consequently brought for the recovery of the balance due with interest as shown in the Schedule -

3. Cause of action -

dates on which the Defendant received articles from the Plaintiffs.

From 10th March to 5th June 1891 -

Relief sought by Plaintiffs

That a decree may be passed in favor of the Plaintiffs for Rs 316-6-0 being the principal according to the Schedule, Rs 27-9-10 being interest at the rate of 1 per cent per mensem according to the schedule, costs and subsequent interest, being recovered from the defendants' property & person -

343-15-10.

(sdy P. Venjama Nayudu
(sdy P. Rangappa Reddi

The Plaintiffs declare that the facts contained herein are true to the best of their knowledge & belief -

(sdy P. Venjama Nayudu
(sdy P. Rangappa Reddi.

(A true translation)

Fort St. George
3rd March/93

Timmelachari
Translator

This must be a mistake for March 1892

No.	Date	Particulars of items	Receipts			Charges		
1.	10-3-91	Paid at Venkatagiri for firewood				16	0	0
2.	13-3-91	Do				8	0	0
3	15-3-91	Price of 1 leathern wheel containing 4 1/2 viss of ghee purchased from Ammalapalli Kotayya & Sonayya of Tirupati				68	7	0
4	16-3-91	Railway fare for 4 viss of firewood & Cart hire for taking it from the Railway Station to Tirupati				8	8	0
5	17-3-91	Do				8	8	0
6.	21-3-91	To 1 tin containing 12 1/2 viss of ghee purchased by Seenayya for Rs. 44 from the Komatis of Tada Pattu				44	1	0
7.	27-3-91	To 1 tin of 13 1/4 viss of ghee bought by Seenayya from Thogata Pattu Komatis & Chennamma & 13 13/4 viss of ghee and to 1 tin of 12 1/2 viss of ghee bought from P. in Rs. 44				25	5	0
8.	28-3-91	To 1 tin of 13 1/4 viss of ghee purchased by Krishnamma				13	6	7
9.	29-3-91	To 2 tins of 26 1/4 viss of ghee purchased by Seenayya from P. Subbayya				26	4	0
10.	1-4-91	To 4 tins of 50 1/4 viss of ghee sent from Vattivaripalli by P. Ranganna & 10 1/2 viss of ghee received through Seenayya				50	4	0
						239	6	0

11	5-5-91	Received thro'/ Leenayya	30	0	0	
		Balance due				20 6 0
		Interest in the above sum at 1/ per cent per mensem from the 5th May/91 to date				18 15 9
						228 5 9
12	5-6-91	Price of 2 bullocks brought from Kiddalur + given (1 beff)	107-0-0			
		Interest on the above sum at the aforesaid rate from 5-6-91 to 3rd June/92 the date of decree	8-10-1			
			115-10-1			115 10 1
						343 15 10
		Principal	316-6-0			
		Interest	27-9-10			

3-3-92

(Signed) K. Kamunaatha Row
Pleader

(Signed) D. Venkatramiah
Pleader

Pronounced 5/3/92
By order
(Signed) S. Venkatramiah
Head Reader

2 Bullocks ——— 107.0.0
Sheep ——— 198.6.0
Forward ——— 41.0.0

316.6.0
30.0.0
316-6-0
346-15-10

11/2/93

Copy of the account contained in the bound books

46

1891 ... Sc 24 998

Published 5/3/92
By order
Head Reader

Note
The items on this page & overleaf are the same as the other two on the other half of this sheet

10-3-91					
12-3-91				8	0
15-3-91				68	5
16-3-91				8	8 0
17-3-91				8	8 0
21-3-91				14	1 0
27-3-91				25	15 0
28-3-91				13	6 7
29-3-91				26	4 0
1-4-91					

			259	6
5.5.91		30 0 0		
			209	6
5.6.91			107	-

3.3.92

This copy was compared with the original & found correct

7/3/92

(Signed) S. Bandaramanaidu
Pleader Salem

(Signed) K. Kammantharao
Pleader

(Signed) D. Bendatramaiah
Pleader

/True Copy/ J. Boyd
Assistant Commissioner
Board's Office

16/2/53

Ex 41/1967/43

47

Copy of Memo from the Examiner P.W. Accounts Madras to Accountant A. Runga Row Dr. 80 A dated the 6th March 1892.

Information having been received to the effect :-

(a) that between the months of march and June 1891, Accountant A. Runga Row had dealings with one Bapasawmi Vengama Naidu, who was at that time a Contractor in the Nellore Division, to which division the said Accountant was then attached.

(b) that in Consequence of non-payment of the amount due, the Contractor above named intends to file a suit against the Accountant in 1892;

(c) that the case was eventually compromised

Accountant A. Runga Row is requested to furnish without delay, a full and Complete explanation of his Conduct in the matter.

(True Copy)

Sheshowmy Iyaca
Superintendent, Routine

48

E

To

I. I. Sherlock Hubbard Esq.

Examiner. P.W. Accounts

Madras

Respected Sir,

In obedience to your office memorandum No 80 A, dated 6th March 1893, I beg most respectfully to state as follows.

1 enclosure

2. Item 103. I had no dealings of any sort with Vengama Naidu. He did not execute any work during my tenure of office in the Nellore Div. from 28th January 1891 to 4th June 1892. To the best of my recollection a certain amount for work done by him long before my joining the division, was paid to him during my time, in satisfaction of a claim in dispute between Vengama Naidu, the Sub-divisional officer and the Executive Engineer, for sometime before I joined.

3. Item 104. A Civil suit was filed against me in March 92 in the District Court at Nellore by Vengama Naidu, not by himself, but in conjunction with some others, and was withdrawn by the plaintiffs in August 1892. The circumstances which led to the filing of the suit and its subsequent withdrawal are stated below

a. I saw Vengama Naidu for the first time in May 91, when he with two others (who are plaintiffs in the Civil suit against me) turned up before the Ex. Engineer for

for the purpose of tendering for the work "Giddalur tank repairs"
The above men having tendered at the highest percentage deduction, the Executive Engineer accepted their tender, and recommended the same for S.E's approval, obtaining from them earnest money Rs 300. The tenderers had no knowledge of the rates provided for the work, but obtained the information as to this, through the then Head Clerk employed recently after the tender was submitted to the Supt. Engineer. Finding that the rates were very low and unremunerative; they wanted to back out of the Contract thinking that an application to the Exe. Engr. for the cancelment of the tender will not be accepted; they sent a pseudonymous petition to the Supt. Engr. stating that the tender was a fictitious one, and that the names of Venguma Naidu etc were forged by me, and requesting that it may not be accepted. This pseudonymous petition, together with papers relating thereto, was referred to the Executive Engineer, who after due personal enquiry reported to the Supt. Engineer that the statements made in the pseudonymous petition were false. The Supt. also obtained and sent to S.E. a written statement from Venguma Naidu to the effect that the signature in the tender was his own, and that the other signatures in it were genuine. The Supt. Engineer intimated his approval to the tender, and on receipt of the approval in the Executive Engineer's office the necessary notice was issued to Venguma Naidu and others to effectuate the Contract, by paying the balance of the Security deposit to them, and by signing the Contract Bonds. The Head Clerk who was interested in the Contract, evaded the service of notice issued to the tenderers; and when this interference of the Head Clerk was brought to the notice of the Executive Engineer, he recommended his removal from the division which was approved of by the Superintending Engineer and effected. The Head Clerk wanted naturally to wreak his vengeance on me and instigated the tenderers to take the steps they had taken which are stated below.

5. The tenderers were served with subsequent notices that in the event of their not effectuating the Contract

within a given time, the terms of the tender will be enforced, and their earnest money Rs 300 credited to Govt. On their expressing their inability to proceed with the work etc, the earnest money was credited to Govt and the tenderers were informed accordingly.

6. Venguma Naidu and his party subsequently appealed to the Supt. Engineer against the action of the Executive Engr in having credited the earnest money to Govt. i.e., in having fined them Rs 300 for failure of Contract. But the S.E declined to interfere with the action of the Ex. Engr. The Head Clerk was unwilling to go to this new division, and obtained long leave. He sent at this time several anonymous and pseudonymous petitions to the Executive Engineer, Superintending Engr and other Superior Officers. All these were referred to the Executive Engineer for report, who, after making enquiries submitted a letter to the following effect to the Supt. Engr:— "That he has gone carefully into the accusations made against the Accountant in all the anonymous and pseudonymous petitions, and has not found any ground whatever for suspecting him of the same, and that since the Accountant's arrival here he introduced several reforms all calculated to check fraud; and that there is little doubt that there was at the bottom of the petitions against him, and that he does not think anymore similar anonymous petitions should be noticed." He also passed a notice in the following terms as he suspected the Head Clerk to have been at the bottom of these petitions—

"Several anonymous and pseudonymous petitions against the Divisional Accountant to the Chief Engineer, the Supt. Engineer and to undersigned have been received. All these petitions were enquired into; and the accusations made in them have been found groundless. It seems prudent to undersigned from the contents of the petitions that the anonymous writer is a member of the Provisional office. If he has any grounds for the accusations

he has made, he is desired to come forward and make them boldly himself, stating and proving his accusations. If any more such anonymous petitions are received every endeavour will be made to find out the writer, and he will be dealt with according to his deserts."

(Sd) W. Mc. O'Connell.
Ag. Engr.

7. Finding that the appeal to the Supt. Engineer for ordering refund of the earnest money was fruitless, finding also that the anonymous and pseudonymous petitions had no effect, Vengamma Naidu and his party, apparently at the instigation of the Head Clerk who bore a grudge against me, and who, while acting on leave at Coimbatore, returned to Bellary, thought it best to file a civil suit against me simply for the purpose of wreaking vengeance. This they did in March 1892; and the suit brought was for nearly the same sum they were fined, a copy of my reply to their plaint, which was submitted at the time is enclosed for perusal. A.

8. In May 1892, shortly after the suit was filed and my reply thereto, I was transferred to Bezwada. Before proceeding to that place, I engaged a Counsel and instructed him to proceed with the case, and obtain stuction for prosecution. When the suit came on for hearing in which Vengamma Naidu and his party found themselves unable to substantiate the suit by reference either to witnesses or to documents, and they were therefore naturally very anxious to withdraw the suit. But apparently they were not advised to do this, lest I should prosecute them criminally. They therefore took advantage of my absence from Bellary, prevailed upon my son about 17 years old, who was in charge of my house at Bellary, and got my Counsel to consent to the withdrawal. This however was intimated to me after everything was done, and the withdrawal of the case by the plaintiffs was apparently allowed to avoid further litigation, considering the heavy expense that I had already undergone in connection with this petition suit, and considering also that I could hardly be able to go to Bellary and watch the proceedings. The withdrawal petition filed by the plaintiffs states that the matter was settled out of Court. The introduction of this expression is I know one of Common occurrence, being the usual phrase appended in such petitions and stating at the same time as a reminder to the plaintiffs that no further action would be taken against them. B. C. D. E. F.

9. It will thus be seen that:—

(1) I had no dealings of any sort with Vengama Naidu

(2) Vengama Naidu was not a Contractor in my time

(3) The suit brought against me was but the continuation of a series of plots and machinations of the Head Clerk and Vengama Naidu and his party, the latter being apparently under the impression that I was instrumental in getting them fined the sum of Rs 300.

(4) The suit was withdrawn by the plaintiffs in their own interests, but not on Compromise effected at my instance

(5) That from the fact of the suit being for nearly the same amount as they were fined, it would be apparent that it was fabricated, brought for the purpose of disgracing me and putting me to trouble into difficulties

In Conclusion I beg to add if any further information in Connection with this or any other allegation is required, I am prepared to submit detailed explanation with reference to each and every statement made in the plaint which is full of inconsistencies, and satisfy you in every possible way that I have been entirely innocent in the matter of the complaints against me

Begging to be excused for the delay and for the somewhat lengthy explanation which was unavoidable.

I beg to remain,
Sir,
Your most Obedient Servant.

Triplicane
16th March 1893

C. Gregory
Asst. D.P.W. on leave

51

Exhibit A.

In the District Court of Nellore.
Small Cause Suit No. 214 of 1892.

Papisani Venkama naidooru Plaintiff

vs.

Annapraja Rajakrishnan Defendant.

Written statement filed by the defendant in the above case, according to Sec 110 of the Civil Procedure Code.

1. The suit is a wrongone, & has no grounds whatever for its maintenance.

2. The deft never asked the pltff to supply him either ghee or bullocks, neither did they ever supply him. There was in fact no agreement of the sort between them and not a word of it is stated in the plaint. Hence the cause of action for the suit necessarily fails.

3. The pltff was a new comer to the district, as he arrived at Nellore only in the latter end of January 1891; the marriage in his house took place within a month and a half after his arrival.

4. He effected purchase of the necessary articles through his servants, but never received anything on credit.

5. The pltff in the suit, having applied for the contract of the repair

works on Griddalore tank, paid an earnest money of Rs 300; but as they failed to pay the balance of the Security money Rs 1800 in spite of the two notices served on them, they had to forfeit the original sum Rs 300, which was decided by Government as a penalty and the contract already was cancelled.

6. The plffs at the conspiracy of some of the disaffected clerks in the Division office, many of whose frauds have been exposed by the deft since his arival in the district, concocted this case with the sinister motive of wringing from the deft the Rs 300 unjustly deducted as fine.

7 Therefore the deft prays the Court to dismiss plffs' suit, with a decree against them for his costs.

13 April 1892

[sd] A Rangaiah

Deft in the suit.

(A translation from the original Telugu Statement).

Interpreter

14/3

G.

Plaintiff 53 Defendant

52

INDIAN TELEGRAPHS. 7289

Code 188. F.

To (Office) From (Office)

Words.	Date	Hour.	Mins.	Official Instructions.
20				

To (Person) From (Person)

Your telegram thirteenth

Instant to Rangaia making

misstatements contradictory

reply to your memo

with letter

84 Word Form. F.C 2.

Recd. from TS. Sent to MADRAS 14-2-93

At Hrs. Mts. by At Hrs. Mts. by

Telegraph Master

Macedonian Stm. Pg 26—No 488 Feb 4 10—20,00 Cos

G.

53

Plaintiff

Defendant

P. Virgaina Raidu.

A. Ranga Rau.

Requesting that this case may be struck off the file under Section 373 of Civil Procedure Code as both the Plaintiff & Defendant have compromised the matter.

54

From, C. Ramachendrier Esquire,
District Judge, Nellore, to the
Executive Engineer, Nellore Division
dated Nellore, 11th February 1893,
No. 133 Civil.

With reference to your letter
No. 2055 of the 10th instant I have
the honor to inform you that in
small Cause Suit No. 24 of 1892,
the parties have filed no Razina-
mah, but a petition through their
vakils informing the Court that
the Claim had been privately
adjusted and that the suit
should be removed from the file.
I have herewith forwarded
a copy of that petition and
shall send you, if required a
copy of the plaint also which
gives full particulars of the
Claim

Endorsement on the above by the
Executive Engineer, Nellore Dn., dated
15-2-93, No. 2176.

Forwarded

Forwarded, with Enclosure, to the Superintending Engineer, 2nd Circle, with reference to his No. 662 SE dated 4-2-1893. The District Judge has been requested to furnish a copy of the plaint which will be forwarded.

No. 700 W.C.
10-2-93

Forwarded to the Chief Engineer, Public Works Department, with reference to his Memo. No. 409C of the 31st January 1893, herewith returned with its enclosures, together with the Copy of the petition received from the Court.

1 Copy of petition & enclosures

D W Martin
Superintending Engineer,
2nd Circle
2.
10-2-93
10/2/93

P. W. CURRENT No. 1615

55

From

The Supdg Engineer
Nellore

To

The Executive Engineer
Do —

Opn: 21-2-93
Dated 18 February 93
No 700 M
Subs 5

A. Rangaiah —
Accountant — Amaravathi
Copy & Letter regarding the
Rajinama to be filed
by —

2

Filed on 16-8-92.
By order
(Signed) S. Venkataramaiah
Sheristadar.

Here Court fee label
for Rs. 0-8-0 value was
affixed.

52

M.C. 389/92

[illegible]

1892.
24.

[illegible]

[illegible] 373 [illegible]

[illegible]

[illegible]

[illegible] 16 [illegible] 1892 [illegible]

Plff's pleader { (Signed) K. Kamdhan Thakur. (Signed) D. N. Venkatra mial

(Signed) J. V. Venkatramiah,
Deft's Vakil

Presented on 16/8/92
By order
(Signed) S. Venkataramaiah
Sheristadar

In C. 389/92

S.C. 824/92.

SUPG. ENGINEER'S OFFICE
17 FEB 93
P.W.D.
NELLORE DIVISION

In C. 389/92

S.C. S. 24/92.

Vadilo admit the petition.

This is filed.

The Suit is removed from the file.

(Signed) C. R.

16/8/92

S.C.
16/15/93

/True copy/

By order

Sheristadar

14/2/93

SUPG. ENGINEER'S OFFICE
No. 1/1691
12 FEB. 93
P.W.D.
SECTION

57

The plaint is drawn upon 2 Rupees impressed stamp with 2 adhesive labels one of one Rupee & the other of 4 annas

Presented on 5/3/92

By order
(Signed) S. Venkatramanaiah
Shirastadar

Filed & registered on the 7 November 92
(Signed) S. Venkatramanaiah
Shirastadar

1892
S 24.

Correct & entered
By order
7/3/92
(Signed) S.V.

are adhesive stamps for Rs. 2 which is affixed for notice battu

[illegible] 346-6-0 [illegible]

[illegible] 1891 [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] ———

[illegible]

[illegible]

1891 [illegible]

[illegible]

[illegible] 346-6-0

[illegible] 100 [illegible]

58

[illegible] ——— 27.9.10

343.15-10

[illegible]

[illegible]

[illegible] ———

1.3.92

ది. 3.3.92

(Signed) K. Hanumantha Rao, Pleader — x [illegible]

(Signed) D. V. Venkataramiah, Pleader — x [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

True Copy

[illegible]

16/2/93

[illegible signature]

Sheristadar

From C. Ramachendra Iyer Esquire,
District Judge, Nellore, to the Executive
Engineer, Nellore Division, dated Nellore
16th February 1893, No. 152 Civil.

With reference to your letter No. 2084
of the 15th Instant, I have the honor to —
forward herewith copy of the plaint
in small cause suit No. 24 of 1892 on
the file of this Court.

No. 2200 E
20-2-93

Forwarded to the Superintend-
-ing Engineer, 2nd Circle in continuation
of this office No. 2176 E dated 15-2-93.

/Signed/ H. H. O'Connell
Executive Engineer
Nellore Dn.

No. 709 NL
27-2-93

Enclosures 2
1 Copy of plaint
1 Statement

Submitted to the Chief Engineer,
Public Works Department with 2 Enclosures
with reference to this office No. 700 NL of
the 18th Instant.

with 93 EC 8
28-2-93
(Confidential)

L. Wardell
Superintending Engineer,
II Circle.
28-2-93.

P. W. CURRENT No. 1967.

From

The Supdg Engineer
2nd Circle

To The Chief Engineer
P.W.D.

Dated 27 Feb 93

Rc 2-3-93
No 709 M6

Enclosure

A. Rangarow Pantulu
Accountant. Forwards
Copy of plaint in the
Case filed against.

60

KEEP-WITH CURRENT No.

dated 189 .

(C. No. 1201/8)

GOVT. OF MADRAS. } 189 . { P. W. DEPT.

EXAMINER, P. W. ACCOUNTS.

Madras, 17-3-1893.

OFFICE NOTE No. 102A

To

W.

Improper dealings with a Contractor.

I return, with the following remarks, the papers received with your No. 1014 C, dated 4th. March 1893; and in doing so I have, for facility of reference, arranged the documents quoted in this note in the order in which reference is made to them.

2. In a letter dated 17th. December 1892, (enclosure A) addressed respectively to the Secretary to Government P.W. Department and to the Accountant General, P.W. Department, one Bapasawmi Vengama Naidu, who was a Contractor in the Nellore Division, and one Poba Reddi Rangappa Reddi, charged the late Divisional Accountant (A. Runga Row) with having had unsatisfactory money transactions with him; and the matter has been investigated with the results here recorded.

3. The plaint (enclosure B) filed in the Court of the District Judge, Nellore, supported by a detailed schedule

3000-3-2-91.

of the claim (enclosure C), sets forth -

i. that the Accountant obtained from the plaintiffs the following supplies :-

I pair of Bulls..	Rs.I07-0-0
Ghee	Rs.I98-6-0
Firewood	Rs. 4I-0-0
	Rs.346-6-0

ii. that frequent applications for a settlement of the debt having resulted in payment by the Accountant of only Rs.30, the plaintiffs laid an action in Court for recovery of the balance due, together with interest.

4. The debt was incurred between I0th. March I89I and 5th. June I89I; the payment of Rs.30 was made on 5th. May I89I; and the suit was filed on 7th, March I892: it is therefore in evidence that the plaintiffs exercised considerable forbearance in the matter and recorded to legal proceedings only when they saw no other way of recovering their money.

5. From the date of filing the suit (viz. 7th. March I892) a further period of over 5 months elapsed before the matter was settled, for it was not until I6th. August I892 that a payment of Rs.300 by the Accountant led to the case being compromised and therefore struck off the files of the Court.

6. The Accountant is reputed to be in good circumstances; and, if this be correct, the delay in discharging the debt cannot be attributed to want of means.

7. Enclosure D is a copy of my letter No.80 A, dated 6th. March I893) calling upon the Accountant for full and complete explanation of his conduct in reference to the above transactions. Enclosure E is a copy of his reply dated I6th. March I893.

8. It contains much irrelevant matter, but diverting the letter of all this, it is found that the Accountant affirms -

I. that he repudiates having had dealings of any sort with the first plaintiff, viz. the Contractor.

II. that the first plaintiff was not a Contractor during the Accountant's tenure of office at Nellore from 28th. January I89I to 4th. June I892.

III. that the suit was brought against the Accountant as a continuation of a series of plots and machinations of the Head Clerk in the Divisional Office, and the plaintiff and his party.

IV. that the suit was withdrawn by the plaintiffs in their own interests, but not on compromise effected at the Accountant's instance.

These points will now be reviewed seriatim.

9. In support of (I), the Accountant attaches to his letter a "true translation" of an "Exhibit" dated I3th. April I892 (enclosure E/i) said to have been filed by him in the Divisional Court of Nellore, five weeks after the suit was instituted against himon the 7th. March I892. If the statements therein made were true, the the plaintiff had not a leg to stand on; and it is inexplicable why the Accountant, with his character, reputation, and appointment, at stake, did not insist on the case being proceeded with to the bitter end, instead of leaving Nellore nearly two months later with the case hanging over his head like the sword of Damocles. The suit was filed on 7th. March I892; the Exhibit bears date I3th. April I892; and the Accountant's transfer elsewhere did not take place until 8th. June I892; so that there was ample time for him to have seen the case through before leaving Nellore: but he appears to have sat still under the charge and left his character and his purse at the mercy of men whom he had denounced as having concocted a "series of plots and machinations" against him "for the purpose of wreaking vengeance" on him, and of "disgracing him and putting him into difficulties" (see parts marked A, B and C in enclosure E). This was scarcely the conduct of a man who had the right on his side.

62

I0. It is moreover worthy of consideration whether the plaintiff, who supported his claim with full details as to the date, quantity, and value of each of the twelve different supplies would have gone into Court with a fictitious claim and rendered himself amenable to law for a malicious prosecution.

II. Another point worthy of notice in this connection is the absence of the said Exhibit A from the papers forwarded by the District Judge of Nellore; and this leads room to question whether it was really filed in Court, or not.

I2. Against the Accountant's statement (II) that the plaintiff was not a Contractor during his tenure of Divisional Accountant from 28th. January I89I to 4th. June I892, must be placed the assertion in the Superintending Engineer's telegram to the Secretary to Government, P.W. Department, (enclosure F) that "Vengama Naidu was then a Contractor".

I3. No proof has been adduced in support of (III).

I4. That the suit was withdrawn by the plaintiffs in their own interests, but not on compromise effected at the Accountant's instance (IV), remains now to be considered.

I5. At the part macked (D). in

enclosure E, the Accountant makes this allegestion :-

"When the suit came on for hearing in August I892, Vengama Naidu and his party found themselves unable to substantiate the suit by reference either to witnesses or to documents, and they were therefore naturally very anxious to withdraw the suit. But apparently they were not advised to do this lest I should prosecute them criminally. They therefore took advantage of my absence from Nellore, prevailed upon my son about I7 years old, who was in charge of my house at Nellore, and got my counsel to consent to the withdrawal"

I8. The first answer that suggests itself on this point, is that (as stated in para 9) the Accountant had the matter in his own hands for three months before leaving Nellore (viz. from 7th. March I892, the date of the suit to 4th. June I892, the date of his transfer) to vindicate his character.

I7. The next point that presents itself for notice is the introduction into the case of the Accountant's son "about I7 years old" as the infant who was "prevailed upon" by the plaintiffs before they got the Accountant's counsel to consent to the withdrawal". I mention this for what it is worth.

I8. At the part marked E in enclosure E, the Accountant again refers to the "withdrawal of the case by the plaintiffs × × × to avoid further litigation, considering the heavy expense that he (the Accountant) had already undergone in connection with this fictitious suit."

I9. The studious and uniform use by the Accountant of the word "withdrawal" of the suit by the plaintiffs, is apparently intended to be significant. His contention clearly is that his counsel's consent to the retirement of the plaintiffs from the case was sought "as a guarantee to the plaintiffs that no further action would be taken against them", by the Accountant, for wrongful accusation (see his letter at the part marked F). Now, the language in the office copy of the petition filed in Court (enclosure G) for the removal of the suit from the files is somewhat differently worded. It runs thus -

"Requesting that this case may be struck off the file under section 373 of the Civil Procedure Code as both the Plaintiffs and Defendants have compromised the matter".

20. I am not versed in legal phraseology, but to my mind there appears t

subtle
be a suitable difference between a "withdrawal" of a suit and a "compromise", the former involving some insufficiency or formal defect in the ground of action, while the latter implies the receipt by the plaintiff of consideration or satisfaction.

21. It may, it is true, be contended that the "consideration" received by the plaintiff was immunity from prosecution for having lodged a false and malicious suit; but this seems improbable in face of the fact that during the five months that elapsed from the date on which the suit was filed, viz. 7th. March 1892, the Accountant had sat dumb under the charge. Now, the plaintiff at the part marked Z in enclosure A, distinctly affirms that the "satisfaction" received by him took the shape of a cash payment of Rs.300 which was made to him on the 16th. August 1892. To this payment the Accountant, having denied ever having had any dealings with the plaintiff, very consistently makes no allusion whatever. But both parties are at one in the statement that the Accountant's son was the medium of negociation in the matter,-with this difference, viz. that while the Accountant avers that the plaintiffs "prevailed upon" the lad (whatever this may mean) before inducing his counsel "to consent to the withdrawal of the case" by them, (enclosure E) the

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plaintiff affirms that "A. Runga Ro
being afraid of the results antici
pated advised his eldest son to pa
him Rs.300 through his counsel Mr. I
Venkataramya Avergal to compromise t
matter" (enclosure A).

22. The only weak link in the chain
of evidence on this point is the fac
that, whereas (a) the plaintiff (se
the part marked Y in enclosure A) af
firms that "the Razanama (compromise
was drawn, signed by both his and m
vakils, and submitted to the Distric
Judge, Nellore", (b) that official di
tinctly states that the "parties fil
no Razanama" (see enclosure H).

23. The District Judge, however, goe
on in the same letter to add that pl
tiffs and the defendant filed "a pet
tion through their vakils, informin
the Court that the claim had been pr
vately adjusted, and that the case
should be removed from the file".

24. The term used here in reference
to the ground of removal of the sui
from the file, is not "withdrawn", bu
"adjusted"; and if I am correct i
the supposition that section 373 o
the Civil Procedure Code is restrict
to the "withdrawal" of suits, whil
legislation in regard to the "adjust
ment" of suits is to be found in sec
tion 375; and if "adjustment" and
"compromise" are synonymous terms; th
there can be no question that

notwithstanding the erroneous statement on the part of the plaintiff noticed in para 22 (above), the suit was compromised for a consideration, and not withdrawn.

25. It is for Government to decide whether (a) the plaintiffs allegation supported as it appears to be by the documents furnished by the District Judge, Nellore, or (b) the Accountant's denial of them, is worthy of credence.

26. The duties of a Divisional Accountant are responsible: on these men devolves the detailed scrutiny of contractors' bills for work done to the extent of several lakhs of rupees annually, and it is only by their laxity, or collusion with contractors that fraud in the matter of quantities of work done, rates, and cost, can be perpetrated without detection. If Accountant A Runga Row was the cause, as he emphatically declares he was, of many malpractices in the Division being exposed, it is reasonable to suppose that he laid himself open to the malice of those against whom he had closed the door for fraud.

27. If, therefore, on the one hand, it be held that the plaintiff instituted a false accusation, out of malice prepense, I submit that it is most desirable that action should be taken against him. This is desirable as much in simple justice to the

Accountant as in the interests of Government, as unless its servants are protected from the malevolence of unscruplous men they will be seriously handicapped in their work.

28. But if, on the other hand, it be considered that the plaintiff has proved his case, it is difficult to avoid the conclusion that Accountant A Runga Row has had improper dealings with a contractor.

29. This matter has been investigated under the orders of Government, with reference to Government of India, P.W.D. letter No. 46 A.E. dated 17th. February 1892, in which an Accountant was dismissed for borrowing money, in one case from a contractor, and in another case on the security of a contractor and an office chaprassie. In drawing my attention to that letter, in connection with the present case, the Accountant General, P.W.D., remarked, "The accusation of borrowing money from a contractor is a very serious one, and should be thoroughly investigated" (vide my No. 9 A, dated 20th. January 1893).

30. In my opinion, the borrowing of money from a contractor, and transactions of the nature brought to notice in the present correspondence, fall under the same category; and I further submit that, irrespective of the accusation of having had improper

dealings with a contractor which is dealt with in these papers, the specific acts of failure in work and neglect of duty, on the part of Accountant A. Runga Row, are numerous.

I. For instance, in the charge-sheet that accompanied my No. 248 A, dated 15th. October 1892, no less than 26 distinct classes of acts of the kind were instanced, and one of these alone embraced delays in payment of contractors' and piece-workers' bills to the following extent:

of 1 bill for more than 25 months
" 1 " " " 20 "
" 4 bills for between 15 & 20 "
" 8 " " 10 & 15 "
" 13 " " 5 & 10 "
" 4 bills for more than 4 "
" 6 " " 3 "
" 9 " " 2 "
" 8 " " 1 "

so that this one item in the charge-sheet, out of the 26, represented 54 separate acts of disobedience of a very distinct rule.

II. In his letter No. 240, dated 20th. November 1892 to the address of the Superintending Engineer, the Executive Engineer, Nellore Division, furnished the following additional evidence of derilection of duty on the part of the Accountant:-

"It has since been brought to my notice that Runga Row was in the habit of bundling up bills and papers received, and taking no

action on them until it pleased him to do so, or until reminders, petitions from contractors, &c, compelled him to do so. I have abundant proof of this in the bundles of papers which were left unregistered by him, and in the facts brought to light by contractors &c, in their petitions presented subsequent to his departure".

III. In my No. 41 A, dated 8th. February 1893, evidence was furnished, out of the Accountant's own admission, that he had failed to detect an overcharge in a bill, and to prevent double payment of the full amount of another bill both bills having been passed for payment by him without scrutiny. These are only two instances that have come to light of the perfunctoriness of his work, and it is impossible to state, without going through all his work at Nellore, how much more money may have been lost to Government through his neglect of duty.

31. These acts of gross negligence are in my opinion, sufficient in themselves to justify the Accountant's removal from the service, under P.W.D. Code, Volume I, Chapter IV, para 59, and Civil Service Regulations Article 480 (a); and I would also invite attention to paras 3, 6, and 8 of my No. 41 a, dated 8th. February 1893, and also to paras 11 and 12 of this note, as evidence of hi

unfitness for any position in which veracity is indispensable.

32. I therefore recommend that his services be dispensed with, and that the orders of Government on this case be communicated to the Department as a warning to every Accountant in the Presidency.

C

Enclosures.

A. Letter dated I7th. December I892 from Contractor Bapasawmi Vengama Naidu.

B. Plaint filed by above (and another) in District Court Nellore.

C. Schedule filed with the above plaint.

D. Copy of Examiner's letter No.80 A, dated 6th. March I892 to Accountant A. Runga Row.

E. The Accountant's reply in original.

E/i. Copy of Exhibit A dated I3th. April I892, forming an enclosure to the Accountant's reply.

F. Telegram dated I4th. February I893 from the Superintending Engineer to the Secretary to Government P.W.D.

G. Copy of withdrawal petition filed in Court by plaintiff & defendant.

H. Copy of letter No.I33 Civil, dated IIth. February I893 from District Judge, Nellore to Executive Engineer.

in addition to other documents received with your note under reply.

BACK REFERENCE.

No. dated 189 .

No. dated 189 .

FORWARD REFERENCE.

No. dated 189 .

No. dated 189 .

DOCUMENTS RETURNABLE.

LINK REFERENCES.

REFERENCE TO FILED PAPERS.				REFERENCE TO COLLECTED PAPERS.			
File No.	Sub No.	File No.	Sub No.	Col. No.	Sub No.	Col. No.	Sub No.

REMINDERS ISSUED.

No. 1, dated 189 .

„ 2, „ 189 .

„ 3, „ 189 .

KEEP-WITHS.

Copied as Job No. on 189 .

3,000—13.1.93. Copyist.

unfitness for any position in whic

P.W. Current No 2677.

Rec^d 18.3.93

Replied 20.3.93

...11th. February 1893 from District

Judge, Nellore to Executive Engineer.

(C. No. 1048/3.)

No.

Sub No.

DRAFT Letter / Office Note.

EXAMINER. P. W. ACCOUNTS.

189 .

TRANSMISSIONS.

Date.	To	Date.	To	Date.	To	Date.	To
							R.

PARTICULARS OF LETTERS ISSUING.

Issue No.	Date of Letter.	Date of Despatch.	No. of Enclosures.	To whom sent.

RECEIPTS DISPOSED OF BY THE ABOVE ISSUES.

Current No.	This Office date.	From whom received.

No. 3037 W 45-11-92
" 1515 - 21-1-93
" 409 C - 31-1-93
" 654 C - 13-2-93
" 925 C - 28-2-93
" 1014 C - 4-3-93
" 37 W - 11-1-93

Court by plaintiff & defendant.

H. Copy of letter No.133 Civil, dated IIth. February 1893 from District Judge, Nellore to Executive Engine

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P. W. DEPARTMENT.

17/2/93

READ the following :—

Office note 41 A 8/2/93 from the Examiner P.W. Accounts.

FOR ORDERS.

When on the papers—Ref.ce thereto the nature of the transaction, & the reasons advanced in the suit been obtained.

U.O.
18/2

With reference to para 9 of C.'s note it has been ascertained (see telegram from Supt. No. 2nd Circle Guntur) that Ranga Row borrowed money from Sellar Brothers Contractors & held to be a Revenue Accountant of that division. I strongly subscribe the recommendation that he be dismissed.

F.W.

Ranga Rowden not seem to have had any opportunity yet of applying to the charge of improper dealing with Contractors.

P. W. Department.

— 22/2/93 —

Read the following :—

FOR ORDERS.

With refce to the Hon
Members memo dd
19th Inst on Order for
Orders of 17th the
papers referred to
marked with No 700
18/2/93 of S. P. II
are put up. It will
be seen that there was
no "Kaziranga" - that
the Claim was finally
adjusted - that a
Copy of the Plaint is
promised -
(2) A petition from
Rausa Roy forwarded
by S. P. II with endorse.
Encl. 695. 17/2/93 is
put up.
3/SMS 167 W
21/2/93 also
put up —

+ Current No 1615

We must await the plaint
& then call upon Rausa Roy
for what he has got to say.

Ellis
24 Feb

Solicitor's

24/Feb

+ Current No 1575

for "W"

Case of Accountant A. Runga Row

Resubmitted to the Hon Member with reference to his note of 24 July on enclosed note for orders -

A translation of the plaint forms enclosure B to the Govt office note No - (P.W. current No 2677) The Accountants explanation is enclosure C to the same note -

Current No 1575 Contains a previous correspondence from the Accountant with copies of testimonies & remarks by Mr Martin the Supdt Govt -

The papers in the file refer to two separate cases against Runga Row (1) overpayment of Rs 166-11-3 to a piece worker in the Vellore division - This matter was disposed of

by E.O. No. 374 W dt 11.1.93
in which it was ordered
that the overpayment
should be recovered from
the accountant. The
Examiner has reviewed the
case in his office note No.
41A dt 8.2.93 (annexure No.
1247) & recommends the
dismissal of Ranga Row -
(2) Improper dealings with
a Contractor - This case
is dealt with in Current
No. 2677. in which the
Examiner again recommends
the accountant's dismissal.

The E.O. is requested to
may be approved

W
24 Mar

PWCNo. 3070/93

Rec 29/3/93

Encl bill.

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No. 1474 C

Government of Madras.

PUBLIC WORKS DEPARTMENT.

Madras, 29 March 1893.

71 OFFICE NOTE.

From W

To C

Your office note
No 41 A dt 8-2-93 & No -
dt 17-3-93.
Please say if the
Govt: is competent to
dismiss Accountant
a Ranga Row - It
is presumed that al-
though the accountant
has been transferred
to the Accts: Branch
Railways, he is still
on the Madras establt

W. Yes - the Accts' branch
has been constituted by Order
Govt, P.W.D. dt

C 24/3

PUBLIC WORKS DEPARTMENT.

N° 8804 dt 30th March 1893.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

72

READ the following

Proc. of Government dt. 3-W dt 11 January 1893.

Read also—

Office note from the Sec. P.W.D. No 41A dt 8.2.93.

Petition from B. Vengama Naidu — dt 17.12.92.

Letter from the Sec. P.W.D. addressed No 9A dt 20.1.93.

— — Supdg Engr II Circle No 695 dt 17.2.93.

Telegram from — do — do — dt 14.2.93.

Endt — — do — do No 700 dt. dt 18.2.93.

— do — — do — do No 709 dt. dt 27.2.93.

Office note from the Sec P.W.D No 102A dt 17.3.93

— do — do — do — dt 29.3.93.

The foregoing papers relate to two separate cases against Accountant A. Ranga Row.—

(1) with respect to an overpayment of Rs. 166-11 to a piece worker in Kallar division.

(2) with respect to improper dealings with Contractor B. Vengama N

in the same division

2. With reference to the first point, it was decided in Rc. No. 37 (W & I) 11 January 1878, that the accountant was responsible for the overpayment, and that the amount should be recovered from him. In his office note No. 41A dated 8th February 1878, the Examiner has reviewed the case, and expresses the opinion that the accountant is clearly responsible.—

i, for having paid a second bill, dated 26 May 1891, for Rs. 95-2-4 without challenging the excess charge

, for having paid that bill on 6 Jun - 1891 without proper scrutiny

for having failed to detect the excess charge for cartooning, contrary to terms of the agreement, until 2 Sept. 1891, i.e. until two months and twenty six days after the payment had been made

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iv, for having called for a "revised bill" when more than the specified amount had already been paid - His proper course was to have advised the sub-divisional officer of the overcharge, and requested a recovery of it from the piece-worker.

v. for having paid a third bill (date not known as the voucher has not been received in the Govt Office) for Rs. 1824 also without scrutiny.

vi, for having kept out of the Office records the sub-divisional officer's letter No. 2670 dated 26 March 1892 (containing the circumstances under which a revised bill was submitted) which was discovered by a clerk on 12 May 1892. "more-or-less while looking for the worn abstract for March 1892" —

3. The Examiner considers that

that the accountants explanations are most unsatisfactory, and that the latter loses advantage of his reputation as an old and experienced accountant to betray the trust reposed in him by the Executive Engineer, and he recommends A. Rungaldow's removal from the Govt. service under Art: 460(a) C.S. Rules.

4. In the second case, A. Rungaldow is charged with improper dealings with a contractor in that he obtained from the latter goods on credit to the value of Rs 346-6-- and failed to pay for them until compelled to do so by pressure of legal proceedings - In this matter also the explanation submitted by the Accountant is considered

must the I have was

unsatisfactory, and the Accountant remarks that irrespective of the accusation of having had improper dealings with a contractor, the principle acts of failure in work and neglect of duty on the part of A. Rungaldow are numerous - He therefore again recommends the Accountant's dismissal under para 59 Chapter IV Procedure & Article 460(a) C.S. Rules.

5. The Govt. accepts the conclusions arrived at by the Examiner and directs that A. Rungaldow be removed from the public service with effect from the date of this order.

6. A copy of these Proc. & of the Exam's notes above recorded will be furnished to A. Rungaldow by the

I assume we have power to dismiss him when he brought cases in Civil Courts and Madras Estab.

WO

Examiner

7. His order will be communicated to Supt Engineers for the information of all dist[illegible] and Assistants

(Secretary)

Fort 27/3/93

Govt. of {189 } Madras.
PUBLIC WORKS.

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Dated

Read. Desd.

G.O. 30 March 1893, No. 880

880W
30.3.93.

A. Runga Rau, Accountant

Orders directing the removal of — from public service

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