

Jagan Nath v. Sohan Singh Basi, etc. (Grover, J.)

All the above decisions are quite opposite and in the present case there can be no escape from the conclusion that the essential requirement of section 100(1)(d)(i) has not been satisfied even if it be assumed that the nomination papers of respondent No. 2 had been improperly accepted.

For all the reasons which have been given above, this petition fails and it is dismissed with costs which are assessed at Rs. 631.30 (inclusive of Rs. 500 as counsel's fee) payable only to respondent No. 1.

K. S. K.

ELECTION PETITION

Before A. N. Grover, J.

JAGAN NATH,—*Petitioner*

versus

SOHAN SINGH BASI AND ANOTHER,—*Respondents*

Election Petition No. 35 of 1967

August 3, 1967

Representation of the People Act (XLIII of 1951)—S. 9-A—Disqualification for being chosen as and being a member of either House of Parliament or the State legislature—When suffered—Private company entering into contract with the appropriate government—Director of such company—Whether so disqualified.

Held, that section 9-A of the Representation of the People Act provides that a person shall be disqualified if, and for so long as, there subsists a contract entered into by him in the course of his trade or business with the appropriate Government for the supply of goods to, or for the execution of any work undertaken by, that Government. In order that a person could be said to be disqualified for being chosen as, and for being a member of either House of Parliament or of the State Legislature, three conditions must be satisfied. They are, first, that there must subsist a contract between the person and the Government; secondly, that the contract must be one entered into by the person in the course of his trade or business; and, thirdly, that the contract with the appropriate Government must be for the supply of goods or for the execution of any works undertaken by that Government.

Held, that a Company is a distinct juridical person and hence contracts entered into by Private Companies with the appropriate government during the course of their trade and business cannot be said to be so entered by their shareholders or Directors. The Director of a Private Company cannot be identified with the Company even if he is the real motivating force and represents the Company actively while entering into contracts with the appropriate governments. Such a Director cannot be disqualified for being chosen and being a member of either House of Parliament or of the State legislature.

Petition under section 80 of the Representation of People Act, 1951, calling in question the election of Shri Sohan Singh Basi, respondent No. 1, elected from Ferozepore Parliamentary Constituency and praying that the election of the returned candidate be declared void and the petitioner be declared to have been duly elected as Member of the Lok Sabha from that constituency.

J. N. KAUSHAL, SENIOR ADVOCATE, WITH M. R. AGNIHOTRI, ADVOCATE, for the petitioner.

H. L. SIBAL, SENIOR ADVOCATE, WITH B. S. DHILLON, S. S. BINDRA AND B. S. SHANT, ADVOCATES, for the Respondents.

JUDGMENT

GROVER, J.—This is a petition of Shri Jagan Nath, Advocate of Moga, calling in question the election of Shri Sohan Singh Bassi, respondent No. 1, who was declared elected from the Ferozepur Parliamentary constituency to the Lok Sabha. The petitioner and respondent No. 1 polled 149,558 and 162,198 votes respectively. Originally two prayers were made in the petition. The first was that the election of the returned candidate be declared void and the second was that the petitioner be declared to have been duly elected as member of the Lok Sabha from that constituency. During the trial of the petition the second prayer was given up.

The election of respondent No. 1 was attacked primarily on the following four grounds :—

- (i) The said respondent was not qualified for the membership of Lok Sabha under section 4 of the Representation of the People Act, 1951 (hereinafter to be referred to as the Act) as he was not an elector in any parliamentary Constituency. He had filed a certified copy of the entry in the electoral

Jagan Nath v. Sohan Singh Basi, etc. (Grover, J.)

roll of the Parliamentary Constituency of Ludhiana but since he never resided in Jagraon (District Ludhiana) nor did he own or possess any dwelling house there he was not entitled to be registered as an elector of Jagraon. Furthermore his permanent residence was at New Delhi and at Assam. In addition, the application form requesting for registration at Jagraon purported to have been filed on 29th December, 1966, whereas the name appeared to be included in the roll on or before 24th December, 1966. The application was neither signed by respondent No. 1 nor contained any mention of the date or place. Everything appeared to have been done in a suspicious manner with a fraudulent intention either by taking into confidence the registering authorities or hoodwinking by suppressing material facts with the connivance of one Shri Lachhman Singh, M.L.A. of Jagraon.

- (2) Respondent No. 1 was disqualified on the date of filing the nomination papers as well as on the date of declaration of his result by reasons of the provisions contained in Article 102 of the Constitution, read with section 9-A of the Act. This was because of subsisting contracts having been entered into by him with the Central Government for the supply of goods to or for the execution of certain works undertaken by the Central Government. Respondent No. 1 was a Director of Excavators (India) Private Ltd., New Delhi, which Company had at all material times subsisting contracts with the Director-General of Supplies and Disposals, Government of India, New Delhi. These contracts were for the supply of Lorains equipments which the company imported from Ohio (U.S.A.). Respondent No. 1 was also running his business in the name and style of Continental Construction Company (Private) Ltd., New Delhi, for which he was the Assistant Managing Director. Besides, he was a Director of M/s Bahri and Company (P) Ltd., Calcutta. Both these companies had subsisting contracts for supply of goods to and for the execution of works undertaken by the Central Government. There was a general allegation that respondent No. 1 had various other subsisting contracts for the supply of goods as well as the execution of works undertaken by the Central

Government, detailed particulars of which were to be submitted during the course of evidence.

- (3) Corrupt practices of bribery had been committed by respondent No. 1 himself or through his agents and with his consent of which instances were given in sub-clauses (a) to (m) of clause (v) of paragraph 7 of the petition.
- (4) Out of 11,149 votes which had been declared to be invalid, majority of votes had been cast in favour of the petitioner. The Returning Officer had illegally and with a *mala fide* motive rejected those votes which had materially affected the result of the election so far as the returned candidate was concerned.

In the written statement filed by respondent No. 1, a number of objections were raised and it was *inter alia* pleaded that so far as the registration of respondent No. 1 as an elector was concerned, it was final for all purposes and this Court had no jurisdiction to go into the matter at this stage. It was maintained that respondent No. 1 was properly enrolled at Jagraon where he was ordinarily residing at the appropriate time. It was denied that on the date the nomination papers were filed or on the date of scrutiny there subsisted any contracts between respondent No. 1 and the Central Government of the nature alleged. It was admitted that respondent No. 1 was a Director of Excavators (India) Private Ltd., New Delhi, which had entered into certain contracts with the Director-General of Supplies and Disposals. The Central Government or any other Government, however, had not contributed any share capital to the aforesaid private company. It was further admitted that respondent No. 1 was a Director of Continental Construction Company (Private) Ltd. as also of M/s Bahri and Company (P) Ltd., Calcutta. So far as the first company was concerned, it was stated that there was no subsisting contract of the nature alleged. As regards the second Company, it was admitted that certain contracts with the Central Government for supply of goods were subsisting, but it was maintained that no disqualification was incurred on that ground. It was repeated that the capital of the Private Limited Companies of which respondent No. 1 was a Director had been subscribed to by private shareholders and the Government did not have any share capital in them. The allegations regarding corrupt practices were

Jagan Nath *v.* Sohan Singh Basu, etc. (Grover, J.)

firmly denied and all the other material facts relating to those allegations were stated. Apart from raising an objection in respect of want of particulars with regard to the improperly rejected votes, respondent No. 1 pleaded that at the time when the votes were rejected objections were invited by the Returning Officer and they were properly decided. Out of these rejected votes, some had been cast in favour of the petitioner, some in favour of respondent No. 1 and some in favour of other candidates. The petitioner never took any objection with regard to the rejection of votes at any previous stage.

Respondent No. 1 entered appearance and filed his written statement on 15th May, 1967. Mr. A. S. Ambalvi appeared for respondent No. 2 and stated that his client was ill and, therefore, he had not been able to file a written statement. Certain preliminary issues were framed on that day and Mr. Ambalvi was given time till the next date of hearing for filing the written statement. The case was fixed for arguments on the preliminary issues on 19th May, 1967. On that date no one appeared for respondent No. 2 nor was any written statement filed on his behalf. Ex-parte proceedings were ordered to be taken in respect of respondent No. 2. Counsel for the petitioner and respondent No. 1 agreed that the preliminary issues which had been framed did not arise in view of the decision of the Full Bench in Election Petition No. 15 of 1967 decided on 17th May, 1967 by which the question whether any objections of the nature raised in the petition to the enrolment of respondent No. 1 as an elector in the electoral rolls of the Ludhiana Parliamentary Constituency could be raised stood concluded.

The following two issues were framed on the merits:—

- (1) Whether respondent No. 1 has committed the corrupt practices as detailed in paragraph 7(v) (a) to (m) of the petition?
- (2) Whether respondent No. 1 has subsisting contracts with the Central Government for the supply of goods and execution of work undertaken by the Central Government? If so, what is its effect?

The petitioner produced 11 witnesses, apart from putting himself in the witness-box. Respondent No. 1 produced two witnesses and gave his own statement.

I propose to dispose of issue No. 2 first because there is hardly any dispute on material facts relating to that issue. It stands admitted that respondent No. 1 is a Director of Excavators (India) Private Ltd., New Delhi, which had certain subsisting contracts with the Director-General of Supplies and Disposals, Government of India, New Delhi. The Government had, however, made no contribution to the share capital of the company. The position was similar with regard to M/s Bahri and Company (Private) Ltd., Calcutta.

Now, section 9-A of the Act provides that a person shall be disqualified if, and for so long as, there subsists a contract entered into by him in the course of his trade or business with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by, that Government. Section 10 lays down that a person shall be disqualified if, and for so long as, he is a managing agent, manager or secretary of any company or corporation (other than a co-operative society) in the capital of which the appropriate Government had not less than 25 per cent share. Before the Representation of the People (Amendment) Act, No. 58 of 1958, section 7(d) was worded thus—

“7. A person shall be disqualified for being chosen as and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State—

* * * * *
* * * * *

(d) if, whether by himself or by any person or body of persons in trust for him or for his benefit or on his account, he has any share or interest in a contract for the supply of goods to, or for the execution of any works or the performance of any services undertaken by, the appropriate Government.”

After the amendment made by the Representation of the People (Amendment) Act, 1958, clause (d) of section 7 was altered as follows:—

“if there subsists a contract entered into in the course of his trade or business by him with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by, that Government.”

Jagan Nath v. Sohan Singh Basu, etc. (Grover, J.)

Section 9-A was introduced by the Representation of the People (Amendment) Act No. 47 of 1966. The language of this provision, however, was identically the same as it existed in clause (d) of section 7 after the amendment made in 1958. Thus, the only provision relevant for this case relating to disqualification on account of Government contracts, etc., is to be found in section 9-A. As has been pointed out by Dixit, C.J., delivering the judgment of the Division Bench in *Satya Prakash v. Bashir Ahmed Qureshi* (1), after the amendment of 1958 the language of section 7(d) showed that in order that a person could be said to be disqualified for being chosen as, and for being a member of, either House of Parliament or of the State Legislature, three conditions must be satisfied. They are; first that there must subsist a contract between the person and the Government; secondly, that the contract must be one entered into by the person in the course of his trade or business; and, thirdly, that the contract with the appropriate Government must be for the supply of goods or for the execution of any works undertaken by that Government. The learned Chief Justice, with respect, rightly pointed out—

“A person having a mere beneficial interest in a contract entered into by some other person or body is not disqualified under section 7(d). The words ‘contract entered into in the course of his trade or business by him’ occurring in clause (d) of section 7 exclude from the purview of that clause a person, who has not directly by himself entered into a contract, but, who has indirectly any share or interest in any contract concluded by another person or body with the Government. Thus the disqualification under section 7(d) does not attach to the shareholder of a company which has entered into a contract with the Government.”

Mr. J. N. Kaushal for the petitioner has referred to the policy underlying the original enactment relating to disqualifications as explained in *Chatturbhuj Vithaldas Jasani v. Moreshwar Parashram* (2) at P. 243. Referring to section 7(d) of the Act it was said that the purpose was to maintain the purity of the legislatures and to

(1) A.I.R. 1963 M.P. 316.

(2) A.I.R. 1954 S.C. 236.

avoid a conflict between duty and interest. According to Mr. Kaushal, if the Director of a Private Limited company is actively associated with the affairs of the company and if he has been taking a principal part as a "contact man" for the purposes of negotiation and finalisation of contracts entered into with the Government on behalf of the company, his case would fall within the mischief of section 9-A of the Act. He says that the spirit of and the policy underlying section 7(d), as it existed in the original Act, should still be taken into account while interpreting the language employed in section 9-A. I regret, I am unable to construe that section in such a manner. The words which have been employed are plain and there can be no doubt about their grammatical meaning. The suggestion that a Director of a Private company should for all practical purposes be identified with the Company when he is the real motivating force and represents the Company actively while entering into contracts and that this would be the only proper and just way of looking at the matter cannot possibly be accepted. It has been made very clear in *The State of Rajasthan v. Mrs. Leela Jain* (3), that unless the words are unmeaning or absurd, it would not be in accord with any sound principle of construction to refuse to give effect to its provisions on the very elusive ground that to give them their ordinary meaning leads to consequences which are not in accord with the notions of propriety or justice entertained by the Court. Now it has been provided by section 9-A, that there should subsist a contract which had been entered into by a person in the course of his trade or business. In the present case the contracts were not entered into by respondent No. 1 with the appropriate Government in the course of his trade or business. They were entered into by the two Private Companies in the course of their trade or business. Respondent No. 1 is only a share-holder and an officer of the company because he is a Director, but Mr. Kaushal quite properly agrees that the Company is a distinct juridical person. If that be so, how can it be said that any contract has been entered into by respondent No. 1 in the course of his trade or business which must have reference to any such trade or business which is his individual concern and not the concern of the Company?

Respondent No. 1 was cross-examined at length with regard to any part that might have been played by him in bringing about the contracts. He stated that Dry Dock tender for the work at

Jagan Nath v. Sohan Singh Basi, etc. (Grover, J.)

Vishakhapatnam was tendered about a year ago, but it has not been finalised and it was in the name of Continental Construction Company (Private) Ltd. The tender was submitted by the Company, but he and Shri C. L. Verma were both pursuing the finalisation of those contracts. As regards the other contracts also he and Shri Verma only went when any important matter had to be finalised otherwise the resident engineers and others staff pursued the matter. With regard to Excavators (India) Private Ltd., respondent No. 1 stated that he had never negotiated or pursued any contracts which might have been entered into by that company. There were a number of contracts which M/s Bahri and Company (Private) Ltd. had entered into with the Central Government, but according to respondent No. 1 he had not been negotiating those contracts. He further stated that he only used to look after the construction work. Thus there is even no evidence to substantiate the contention of Mr. Kaushal, that respondent No. 1 had taken such an active part or interest in the negotiations of the contracts which had been entered into by the two private Companies mentioned before with the Central Government which could by any stretch of reasoning commended by him be brought within the ambit of section 9-A. I would accordingly decide issue No. 2 against the petitioner and in favour of respondent No. 1.

On issue No. 1, Mr. J. N. Kaushal has confined himself only to some of the instances of the corrupt practices alleged to have been committed by respondent No. 1, which will be dealt with below. The first one on which he has addressed arguments relates to the allegations made in sub-clause (e) of paragraph 7(v) of the petition. It had been stated there that Wasan Singh, son of Jiwan Singh Mazhbi Sikh of village Bahadurwala was promised at his village by Bagicha Singh Rajiwala, on 17th February, 1967, that respondent No. 1 would pay a sum of Rs. 200 to Wasan Singh, for inducing the electors of his village to vote for respondent No. 1. The amount was promised to be paid for the purchase of utensils for the common purposes of Harijans. This had been done with the consent of respondent No. 1. The only evidence led in support of this allegation is the statement of Wasan Singh, who appeared as P.W. 1. He stated that Bagicha Singh of Rajiwala met him two days prior to the date of polling. This Bagicha Singh was a representative of Bachan Singh of village Dheru. Bagicha Singh told him that a sum of Rs. 200 would be given for making utensils, etc., for the Harijans

and that "we should vote in favour of the candidate whose symbol was "scales" (*takriwala*)". This witness further stated that Bagicha Singh said that "we should vote for Bachan Singh of Dheruwal." The witness proceeded to say—

"I cast only one vote. I was told that I should vote for the persons whose symbol was 'scales' and beyond that I did not realise whether the votes were to be cast for the person for whom the first ballot-paper was supplied."

In cross-examination he admitted that the symbol of Bachan Singh, who was a candidate for the Assembly constituency, was also "scales" and that he had seen Bagicha Singh going about with Bachan Singh. In answer to a Court question he said that he was never paid the amount mentioned above by any one. I am unable to hold on the evidence of Wasan Singh that any corrupt practice of the nature alleged had been committed. In section 123(1) "bribery" has been defined to mean any gift, offer or promise by a candidate or his agent or by any other person with the consent of a candidate or his election agent of any gratification, to any person whosoever, with the object, directly or indirectly of inducing, etc. There is neither any pleading in sub-clause (c) nor proof that Bagicha Singh was an agent of respondent No. 1. It, therefore, became necessary that the offer alleged to have been made of the sum of Rs. 200 for inducing the electors of village Bahadurwala to vote in favour of respondent No. 1 should be proved to have been made by Bagicha Singh, with the consent of the said respondent or his election agent. The evidence of Wasan Singh does not establish, nor has any other evidence been produced to the effect, that Bagicha Singh had made the offer with the consent of respondent No. 1. Moreover, all that Wasan Singh's evidence, even if believed, establishes is that Bagicha Singh said that the witness as also the other villagers should vote for Bachan Singh of Dheruwal and nothing was said about voting for respondent No. 1. It is significant that Bagicha Singh had been summoned by the petitioner as a witness and he was present in Court, but he was given up which showed that Bagicha Singh was not prepared to support the case of the petitioner.

In sub-clause (f) it was alleged that Sunder Singh, son of Bhag Singh of village Arifwala, tehsil Ferozepore, was paid Rs. 50 on 18th February, 1967, at Arifwala by Fateh Singh and Jagga Singh agents

Jagan Nath v. Sohan Singh Basi, etc. (Grover, J.)

of respondent No. 1 as reward for inducing the Harijan electors of nearby villages to vote in favour of respondent No. 1. An additional sum of Rs. 150 was also to be paid to the Harijans for the Gurdwara of their village which sum was stated not to have been paid so far. Sunder Singh (P.W. 4) was produced by the petitioner in support of the above allegation. He stated that one Jagat Singh approached him and told him to vote for Bassi, (respondent No. 1.) He offered Rs. 50 and said that he would give Rs. 150 later if he voted in favour of Bassi. A sum of Rs. 50 was paid for repairs to the Gurdwara. The sum of Rs. 150 which had been promised, was never paid. He admitted that he was not a *granthi* of the Gurdwara of Harijans nor was he a member of the Managing Committee of that Gurdwara. There is actually no Gurdwara and only some walls up to a certain height had been constructed. There were about 100 to 200 voters in the village and the offer of Jagat Singh was made in the presence of other persons at the gathering of the village at the crusher of the witness. Jagat Singh had approached him with one or two other persons, one of whom was Fateh Singh. An assurance was given by him alone to Jagat Singh, that the votes of the villagers would be given to Bassi. He admitted that there was a Panchayat in the village and that the Panchayat was never told about this matter, nor was the petitioner told about the payment of the aforesaid amount or the promised payment of the balance amount of Rs. 150. It may be mentioned that the demeanour of this witness was not impressive and during the cross-examination, as noted by me, he was mostly in a peevish mood and was very reluctant to answer questions. I would be most reluctant to rely on the evidence of this witness for finding a charge of bribery which has been alleged. Moreover, although in the petition it was stated that Fateh Singh and Jagga Singh had met Sunder Singh and made the offer, but Sunder Singh, in his evidence mentioned the name of Jagat Singh and not Jagga Singh. Jagga Singh was produced as P.W. 10, but he did not support the case of the petitioner. Fateh Singh, who had been summoned as a witness by the petitioner, was present but he was not examined. Moreover, there is no material on the record to show that Jagat Singh was an agent of respondent No. 1. I am, therefore, not at all satisfied that the allegations contained in sub-clause (f) have been established.

In Sub-clause (j) it had been stated that on 17th February, 1967, Surain Singh, son of Budh Singh, resident of Rajiwala was paid

Rs. 20 at Rajiwala by Bagicha Singh, the polling agent of respondent No. 1, for inducing electors of his village to vote for respondent No. 1. An additional sum of Rs. 30 was also promised to be paid to Surain Singh. This was all done with the consent of respondent No. 1. P.W. 3 Surain Singh was produced in support of this allegation. According to him, Bagicha Singh, met him a couple of days before the date of polling and paid him Rs. 20 saying that he would pay him another sum of Rs. 30 after the polling had taken place. This payment was to be in consideration of Surain Singh, voting in favour of respondent No. 1. He further stated that Bagicha Singh was an agent of the party whose symbol was "scales" and that he was saying that votes should be given in favour of candidates with that symbol. In cross-examination he stated that Bagicha Singh belonged to his village Rajiwala and he met him when no one was present. He further stated that Bagicha Singh had gone to all the voters in the village and had offered them bribe for casting votes. The following portion of his statement in cross-examination may be reproduced:

"It is because Bagicha Singh, asked me to vote in favour of the candidates, whose symbol was scales that I thought he was helping the candidates, who were contesting with that symbol. I had no other information or knowledge of his association with the contestants. * * *

* * * * *

Nobody approached me on behalf of the petitioner to give evidence nor did I ever tell Shri Jagan Nath that any bribe had been offered to me."

The criticism of this witness as pressed by Mr. Hira al Sibal for respondent No. 1 is on similar lines as in respect of Wasan Singh (P.W. 1). Although it was alleged in sub-clause (j) that Bagicha Singh was a polling agent of respondent No. 1, no evidence was led on that point nor has any other proof been adduced. The mere fact that Bagicha Singh, canvassed for support in favour of candidates whose symbol was 'scales' was not sufficient to establish that he was acting with the consent of respondent No. 1. The other interesting feature of the evidence of this witness is that according to him he never informed Shri Jagan Nath or anyone else that any such offer of bribe had been made to him. This aspect becomes material

Jagan Nath v. Sohan Singh Bassi, etc. (Grover, J.)

because unless he had given some information to the petitioner or to anyone else who could have conveyed the same to him, how could the petitioner know that such an offer had been made to him and cite him as a witness. According to the statement of the petitioner (P.W. 12), his clerk Durga Dass had collected all the information relating to the various corrupt practices alleged to have been committed by respondent No. 1 Durga Dass was, however, never produced as a witness. It is difficult, therefore, to find on the evidence of P.W. 3 Surain Singh or that of the petitioner that the allegations contained in sub-clause (j) have been proved.

In Sub-clause (k) of paragraph 7(v), it had been alleged that on 17th February, 1967, Fauja Singh, son of Lakha Singh of village Bahadurwala was paid Rs. 50 at Bhadurwala by Bagicha Singh, the polling agent of respondent No. 1, with a further promise to pay Rs. 50 more for inducing the electors of his village to vote in favour of respondent No. 1. Fauja Singh, (P.W. 2) was produced to establish the charge laid in this sub-clause. He stated that two days prior to the date of the elections Bagicha Singh, who was a representative of respondent No. 1, came to him and paid a sum of Rs. 50 and further promised to give him Rs. 50 more which, however, were never paid. This was done under an arrangement by which the votes were to be cast in favour of respondent No. 1. He admitted in cross-examination that except for the fact that Bagicha Singh said that he was representing Sohan Singh Bassi, he had no knowledge that Bagicha Singh had come to him on behalf of respondent No. 1. According to this witness, Bagicha Singh told him that votes should be cast for Shri Gurbachan Singh (Bachan Singh), who was a candidate for the Assembly constituency also. Bagicha Singh came a couple of times previously in connection with the canvassing of votes. The witness, next stated that he did not canvass support for Girdhara Singh, the Congress candidate, because he wanted to cast votes only for those persons, who gave money. He, however, did not demand any money from any other candidate nor did any other candidate offer any. The evidence of Fauja Singh, even if accepted, cannot possibly establish that Bagicha Singh had made the payment of the amount in question to him and agreed to pay another sum of Rs. 50 with the consent of respondent No. 1. Even in the petition in sub-clause (k) no such consent is alleged. As has been mentioned earlier Bagicha Singh was described as a polling agent in the sub-clause. There is absolutely no proof nor any

material which may show that Bagicha Singh was a polling agent of respondent No. 1. As has been previously observed, Bagicha Singh was summoned as a witness and although he was present in Court, he was given up and not examined. It is not possible to find on the statement of Fauja Singh, that a corrupt practice of the nature alleged was committed by respondent No. 1.

It may be mentioned that with regard to all the instances of corrupt practices which have been discussed above, Bagicha Singh has not been proved by any cogent evidence or material to have acted as an agent in connection with the election with the consent of the candidate within the meaning of Explanation appearing in the end of section 123 of the Act, nor was any such contention advanced.

No other point was pressed on behalf of the petitioner. As both the issues have been found against the petition and in favour of respondent No. 1, the petition is dismissed with costs, which are assessed at Rs. 1,399/65 (inclusive of Counsel's fees fixed at Rs. 1,000) payable to respondent No. (1) only.

K.S.K.

ELECTION PETITION

Before A. N. Grover, J.

KESHO RAM,—*Petitioner*

versus

HARBHAGWAN SINGH AND ANOTHER,—*Respondents*

Election Petition No. 20 of 1967

August 10, 1967

Representation of the People Act (XLIII of 1951)—S. 100(1)(d)(i)—Election petition on the ground of improper acceptance of a nomination paper—Whether must contain allegations relating thereto—Mere allegation that the improper acceptance of a nomination paper affected the result of election concerning the petitioner—Whether sufficient.