



34

MIZORAM LOKAYUKTA

V-95, Bungkawn Tuikhurveng Aizawl, Mizoram - 796001

No. C-13017/6/2019-ML/ 30

Dated Aizawl, the 6th September, 2019

ORDER

1. A complaint petition dated 19/06/2019 was submitted jointly by Pu PB Malsawmliana, President, FOMTU, Pu F. Hmingthanga, President, SOSA and Pu Vanlalruata, President, PRISM, against Pu Robert Romawia Royte, the then OSD in Mizoram Education Mission Society (and currently the Hon'ble Minister of State in the Government of Mizoram) reiterating the FIR dated 2nd July, 2010 submitted to the Superintendent of Police, Anti-Corruption Bureau, Mizoram regarding donation/tithe of Rs. 30 lakhs given to the Chhinga Veng Presbyterian Church, Aizawl, Mizoram.
2. This is a 9-year old case initiated on the basis of News Paper report and already inquired into by the ACB, Mizoram which had submitted its Enquiry Report to the Chief Vigilance Officer, Government of Mizoram recommending initiation of Departmental Proceedings against the accused. Report was sought from Vigilance Department of the Government on actions taken by it and comments were sought from ACB, Mizoram on various points having bearings on the merit of the case.
3. The Superintendent of Police, ACB Mizoram submitted his comments on the previous Enquiry. It has been stated that the donation of Rs. 30 lakhs to the local Church attracted CCS (Conduct) Rules, 1964 but the findings of enquiry report did not establish a criminal case or a criminal act or criminal misconduct.
4. The SP, ACB states that the Enquiry Officer considered Pu Robert Romawia Royte and the NECS as one entity. But where is the evidence/ proof to this assumption? This is the crux of the matter. There is no denying of the fact that North East Consultancy Services (NECS) donated Rs. 30 lakhs (or more) as tithe to the Church through cheque drawn on MC Apex Bank SB Account No. 20892 owned and operated by NECS. The Enquiry Officer also assumed that this is a tithe/donation given by Pu Robert Romawia Royte! In fact even the consultancy fees earned by NECS and deposited in its accounts is assumed to be the illegal earning of Pu Robert Romawia Royte (herein after referred to as Pu RRR for convenience).

5. The full status of (M/S) North East Consultancy Services (Ltd) as a Proprietary Firm or as a Private Limited Company or as a Cooperative Society etc may not be known to investigators but at least the Bank and the Government of Nagaland and its agencies considered it as a legal person or separate entity having its promoter/proprietor and Managing Director etc. The MC Apex Bank, recognizing its entity, opened an SB Account in the name of North East Consultancy Services and the Nagaland Government, recognizing its entity, allows its agency to enter into Deed of Agreement on the important and large Project.

6. According to a photocopy of one Deed of Agreement (executed on 06/01/2010) available on record, it was signed by C. Nunsanga, Managing Director, Northeast Consultancy Services, Aizawl, Mizoram as the First Party and by Angai Thou, State Mission Director, Nagaland Education Mission Society, Govt. of Nagaland, as the Second Party. The Agreement was witnessed by Pu RRR, M-2/20 Chhinga Veng, Aizawl, Mizoram, Pu R. Laldanglova, C-14, Armed Veng, Aizawl, Mizoram on the one part and by Shri Nipusilie Angami, Director of School Education, Govt. of Nagaland and Shri Khrupi Sothu, Dy. Secretary to Govt. of Nagaland, School Education Department, on the other part. Further, it was stated that the agreement was executed in consultation with the Chief Minister, the Minister, School Education and the Chief Secretary & Chairman of the State Executive Committee of the Nagaland Education Mission Society.

7. The documents, including a copy of the Deed of Agreement (executed on 06/01/2010) received from ACB clearly indicate that Pu RRR was not a part of NECS, at least at the relevant points of time. A Deed of Agreement was signed by another person as Managing Director of NECS whereas Pu RRR signed only as a witness. He could not be a party to the agreement and a witness at the same time, otherwise, the other party and the Government would not brook such idiosyncrasy. Even though the Enquiry Officer relied on the Deeds of Agreement to base his contention that NECS and Pu RRR are one entity or Pu RRR is a part of NECS, facts, logic and available documents do not support this contention. (Partial/mixed up documents received from ACB might suggest that more than one Deed of Agreement were signed by the parties, but no such doubt was raised by the EO!).

8. The present complainants, while enclosing a copy of the Enquiry Report, did not include the documents relied upon by the Enquiry Officer, hence it is difficult to prove or disprove some of his claims. He stated that Mrs. Biakveli (mother of Pu RRR) is the Chairman & Proprietor of NECS and the cousin brother (sic) is the Managing Director of NECS, hence Pu RRR is actively involved in the affairs of NECS. This might be true but it is just a surmise without proof or evidence. If NECS is a family concern, Pu RRR might have taken active interest in its affairs and might even have helped or exerted his influence in obtaining the award of the consultancy contract for it.. But the moot point is whether Pu RRR misused his official position in illegally obtaining award of the contract to NECS. The Enquiry Report does not make any such claim and does not raise any suspicion or cite any evidence to this direction.

9. The Enquiry Officer claimed that Mrs. Biakveli, Chairman & Proprietor of NECS submitted a letter stating that "Pu RRR, being her eldest son has taken leading part in the NECS and donated Tithe of Rs. 30.00 lakh to the church where he enrolled himself" The said letter dated 23.7.2010 (stated to be Annexure-9) unfortunately is not filed/submitted here. Be as it may, this kind of document would not be acceptable as proof of guilt for conviction by any court of law. The EO also took umbrage at the difference in the date of execution of Deeds of Agreement and the date of registration for Value Added Tax (VAT). (The documents furnished by Mrs. Biakveli - Annexure 10 & 11 are missing). Anyway, these are immaterial for the present case as there could be different date for registration of the firm/society/trust/company under the relevant laws, another date for execution of the Deeds of Agreement and yet another date for registration under VAT/GST etc. In any case, a person, even an accused, cannot be held guilty of committing a crime for the commissions and omissions of a firm/company/society, especially if one is nor managing it as proprietor, employee etc.

10. Perusal of documents indicates that the Government of Nagaland requested the Government of Mizoram to spare the services of Pu RRR, the then OSD, Planning (SSA & RMSA) as consultant to the Govt. of Nagaland for preparation of Detail Project Report for RMSA and the Government of Mizoram acceded to this request by allowing Pu RRR to help the Govt. of Nagaland. No illegality or impropriety is alleged or pointed out in this arrangement. It has been stated that Pu RRR, on return from Nagaland submitted to the Govt. of Mizoram a copy of perspective plan in respect of RMSA Nagaland But failed to point out the Deed of Agreement was signed between NECS & NEMS, Nagaland and thereby collected the consultation fees for the DPRs from the Govt. of Nagaland for himself or NECS. The Enquiry Report is not clear as to who prepared the DPRs and whether Pu RRR collected the consultation fees for himself! What is clear is that NECS received huge consultation fees and the donation/tithe in question was also paid from the account of NECS. Logic and all available evidences indicate that Pu RRR was not NECS and vice versa.

11. A sort of certificate "TO WHOM IT MAY CONCERN" issued by Additional Secretary, Govt. of Nagaland has been cited to nail Pu RRR with NECS in signing a Deed of Agreement whereas the EO had admitted that Pu RRR did not sign that Agreement, even though one may try to capitalize minor discrepancies due to oversight or typographical errors. This certificate is meant to appreciate the services rendered by Pu RRR and NECS and highlight their achievements and not to certify that Pu RRR and NECS are one and the same entity. On the other hand, the "Certificate of Appreciation" signed by Shri Neiphu Rio, Chief Minister, Nagaland, available on record, clearly states Pu RRR as "OSD, Mizoram Education Mission Society, Aizawl" (and not as NECS) in appreciation of his valuable contribution for the successful preparation of plans and financial achievement of the State of Nagaland for Rashtriya Madhyamik Shiksha Abhiyan, Model Schools Scheme and Girls Hostels Scheme.

12. The Enquiry Officer apparently did not enquire into the status, registration, shareholding/ownership/controlling pattern, operations and other activities of NECS and is silent on whether it is a Private Limited Company/ Proprietary Firm etc, the position/role of Pu

RRR in it and also whether similar other agreements were executed by it in order to establish its nexus with Pu RRR but he straight away jumped to the conclusion in the last part of the Enquiry Report, stating that "It is crystal clear that the Govt. of Mizoram did not give him (Pu RRR) permission to sign such Deed of Agreement and collect such huge amount of money as consultation fees". But in the earlier part of the report it was made crystal clear that it was C. Nunsanga, MD (and not Pu RRR) who signed the Deed of Agreement (dated 06/01/2010) on behalf of NECS! In the entire Enquiry Report, the EO did not prove or even specifically claim anywhere that Pu RRR collected such a huge amount of money as consultation fee! What a bizarre conclusion! One is reminded of an Aesop's fable about the Wolf and the Lamb!

13. Tried as he might to nail Pu RRR with his limited investigating skills and means, the EO ultimately did not muster sufficient courage to recommend further investigation for criminal prosecution and rather recommended Departmental Proceedings against Pu RRR for what he claimed violation of Rule 15 of CCS (Conduct) Rules, 1964 and Rule 11 & 12 of Financial Rules (sic) and Supplementary Rules (sic). There is no mention of specific acts of omission and commission that violate Service Rules or any other Rule. No wonder, the Government did not accept such recommendations and closed the matter.

14. The country has witnessed many honest and upright officers with proven integrity being harassed and defamed while many corrupt public servants escaped unscathed due to inept handling of investigations. I wish to see the end of or at least minimization of this situation with the implementation of the Lokpal and Lokayukta Act, 2013.

15. The Superintendent of Police, ACB submitted that as the enquiry could not establish criminal acts departmental proceeding was recommended and in terms of clause 22(d) of ACB Manual, 2012 no inquiry should normally be made by ACB on allegations which have already been looked into. So even without invoking the principle of *res judicata* there is no compelling ground to reopen the enquiry.

16. The complainants have not brought up any new allegation which has not been enquired into, requiring fresh enquiry against Pu RRR. The Government accepted the resignation of Pu RRR about nine years ago on 16.12.2010 and there is no justification for starting a fresh departmental proceeding against him.

17. Accordingly, in terms of section 19(1) of the Mizoram Lokayukta Act, 2014, I consider the facts and circumstances of the case and I hereby decide to close the case.



C. Lalsawta
6/9/19.
(C. LALSAWTA)
Chairperson
Mizoram Lokayukta.

ofc

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Memo No.C.13017/6/2019-ML

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Dated Aizawl, the 6th September, 2019.

Copy to :

1. The Chief Vigilance Officer, Vigilance Department, Government of Mizoram.
2. The Director, Anti Corruption Bureau, Mizoram, Aizawl.
3. Pu F. Lalhmingthanga, President, SOSA.
4. Pu PB Lalsawmliana, President, FOMTU.
5. Pu Vanlalruata, President, PRISM.
6. The Person concerned.
7. Guard File.

o/c


(ZAHMINGTHANGA RALTE)
Secretary,
Mizoram Lokayukta