

THE GOA LOKAYUKTA RULES, 2012

Department of Vigilance

Notification

13/26/2012-VIG/1893

In exercise of the powers conferred by sub-sections (1) and (2) of section 31 read with sections 6, 11(2), 13(6), 15(2)(f) and 21(1) of the Goa Lokayukta Act, 2011 (Goa Act 3 of 2012), the Government of Goa hereby makes the following rules, namely:—

1. Short title and commencement.— (1) These rules may be called the Goa Lokayukta Rules, 2012.

(2) They shall come into force from the date of coming into force of the Goa Lokayukta Act, 2011 (Goa Act 3 of 2012).

2. Definitions.— (1) In these rules, unless the context otherwise requires,—

- (a) “Act” means the Goa Lokayukta Act, 2011 (Goa Act 3 of 2012);
- (b) “Complainant” means a person who makes a complaint under section 11 of the Act;
- (c) “Form” means a form appended to these rules;
- (d) “Government” means the Government of Goa;
- (e) “Registrar” means Registrar to the Lokayukta and includes an Assistant Registrar;
- (f) “section” means a section of the Act.

(2) Words and expressions used in these rules but not defined shall have the same meaning as respectively assigned to them in the Act.

3. Competent Authority.— The Competent Authority in case of other public functionary, specified under sub-clause (iv) of clause (d) of section 2 shall be the Chief Secretary.

4. Complaint.— (1) Every complaint made under sub-section (1) of section 11 of the Act shall be made in Form I hereto, signed by the complainant and accompanied by,—

- (a) an affidavit in Form II hereto, duly sworn by the complainant before the Registrar or a person legally empowered to administer an oath, in support of the allegations contained in the complaint;
- (b) the self-attested copies of the documents relied upon by the complainant in support of his allegations contained in the complaint. If the documents relied upon by the complainant are not in his power and possession, the person from whom they may be secured shall be stated; and
- (c) the list of the witnesses, with their name/s and addresses, whom the complainant desires to examine in support of his allegations contained in the complaint; and
- (d) a judicial stamp paper of Rs. 500/- (Rupees five hundred only) evidencing the payment of a fee in respect of the complaint.

(2) Every complaint may be presented in person or sent by a registered post AD to the Registrar. Such complaint shall be acknowledged by the Registrar.

5. Scrutiny and registration of complaints.— (1) On receipt of a complaint, the Registrar shall cause the particulars thereof to be entered in the “Register of Complaints”.

(2) If the Registrar is of the opinion that any complaint is not in conformity with the provisions of the Act or these rules, he shall, within a period of fifteen days, excluding public holidays, from the date of receipt of complaint, issue a notice to the complainant directing the complainant to rectify the defects within the time specified in such notice:

Provided that the Registrar may, on an application of the complainant, extend the time specified in the notice, for sufficient cause.

(3) All complaints shall be placed before the Lokayukta or an Upa-Lokayukta, as the case may be, for orders, but the complaints in which action has been taken under sub-rule (2) shall be placed before the Lokayukta/Upa-Lokayukta only after the expiry of the period as stipulated in the notice or the extended period, if any, whether any defect pointed out by the Registrar has been rectified, or not.

(4) Every person making a complaint shall be informed about the orders passed under sub-rule (3) if no further action on the complaint is to be taken.

6. Conditions of Service of Counsel appointed by the Lokayukta or Upa-Lokayukta.— The fees payable to and the duties, rights and liabilities of Counsel appointed by the Lokayukta or Upa-Lokayukta to assist it under sub-section (6) of section 13 of the Act shall be the same as are applicable to the Public Prosecutor/Government Advocate appointed by the Government:

Provided that, it shall be competent for the Lokayukta or Upa-Lokayukta, in special circumstance of a particular case or considering the nature of the work for which the Counsel is appointed, to sanction the payment of fees at a higher rate or a consolidated fee to the Counsel appointed by it.

7. Powers of Lokayukta or Upa-Lokayukta under the Code of Civil Procedure, 1908 (Central Act 5 of 1908).— (1) The Lokayukta or Upa-Lokayukta, for the purpose of any investigation including inquiry, shall have the powers as are vested in a Civil Court while trying a suit under the Code of Civil Procedure, 1908 (Central Act 5 of 1908), in respect of the following matters, namely:—

(a) to grant injunction;

(b) to issue commission for local inspection;

(c) to make, during the pendency of any complaint, any interlocutory order as may appear to the Lokayukta or Upa-Lokayukta to be just and necessary to meet the ends of justice;

(d) to allow amendment of the complaint or application;

(e) to add as parties the legal representatives of a deceased party in any complaint pending before it, subject to the provisions of Order XXII of the Code of Civil Procedure, 1908 (Central Act 5 of 1908), in so far as they are applicable;

(f) to review its decision or order on interlocutory applications;

(g) to dismiss a complaint for default or to decide it ex-parte;

(h) to set aside an order of dismissal of a complaint for default or any order passed ex-parte.

(2) The period of limitation for an application to implead the legal representatives of a party shall be ninety days from the date of his death.

(3) The period of limitation for applications under clauses (f) and (h) of sub-rule (1) shall be thirty days from the date of the decision or order.

(4) The provisions of section 5 of the Limitation Act, 1963 (Central Act 36 of 1963), shall be applicable to applications mentioned in clauses (e), (f) and (h) of sub-rule (1).

8. Power of Lokayukta or Upa-Lokayukta to correct errors.— (1) The Lokayukta or Upa-Lokayukta may, at any time, correct any clerical or arithmetical error in a report, declaration, decision or order arising from any accidental slip or omission, either suo motu or on application.

(2) Subject to the provision of section 153 of the Code of Civil Procedure, 1908 (Central Act 5 of 1908), the Lokayukta or Upa-Lokayukta may at any time and on such terms as to costs or otherwise as it may think fit, amend any defect or error in any proceeding in a complaint.

9. Power to strike out or add parties.— The Lokayukta or Upa-Lokayukta may, at any stage of the proceeding in a complaint, either suo-motu or on application, delete the name of any party improperly joined or, add as party any person who ought to have been joined or whose presence before the Lokayukta or Upa-Lokayukta is felt necessary in order to enable the Lokayukta or Upa-Lokayukta, to decide effectively and completely the question involved in any complaint and the provision of rule 10 of Order I of the Code of Civil Procedure, 1908 (Central Act 5 of 1908), shall, as far as may be, apply to such deletion or addition of parties.

10. Conditions of service of Lokayukta and Upa-Lokayukta.— (1) The status, salary, allowances, pension and other conditions of service of Lokayukta and Upa-Lokayukta shall be on par with those applicable to a Judge of a High Court:

Provided that the status, salary, allowances, pension and other conditions of service of a Judge of the Supreme Court or a retired Judge of the Supreme Court appointed as Lokayukta or Upa-Lokayukta shall be the same as a Judge of the Supreme Court.

(2) In respect of each completed year of service there shall be credited to the Lokayukta and the Upa-Lokayukta in their leave account thirty days on full allowances and forty-five days on half allowances.

(3) Any leave with allowances availed of by the Lokayukta or Upa-Lokayukta at any time, when there is no such leave at his credit, shall be set off against any such leave credited to his account subsequently.

(4) The Lokayukta or Upa-Lokayukta may, at any time, avail of any amount of leave out of the leave credited to his account, as leave on full allowances, and the monthly rate of leave allowances in that case, shall be equal to the monthly rate of his salary and other allowances for the entire period of such leave.

(5) The Lokayukta or Upa-Lokayukta shall have the option of commuting leave, on half allowances into leave on full allowances, at any time, subject to the following conditions, namely:—

(a) the total period of leave on full allowances availed of by him under this sub-rule shall be in addition to the leave referred to in sub-rule (4), but during the whole period of his service, it shall not exceed one twenty-fourth of the period last mentioned (including the period of leave on full allowances credited to his account) plus a maximum of three months on medical grounds; and

(b) the monthly rate of leave allowances payable to the Lokayukta or Upa-Lokayukta while on leave on full allowances under this sub-rule shall be governed by the Supreme Court Judges (Salaries and Conditions of Service) Act, 1958 (Central Act 41 of 1958) High Court Judges (Salaries and Conditions of Service) Act, 1954 (Central Act 28 of 1954), as the case may be.

(6) The balance of leave to the credit or debit side of the leave account of the Lokayukta or Upa-Lokayukta at the end of any calendar year shall be carried forward to the next calendar year without limit as to accumulation.

(7) The Lokayukta or Upa-Lokayukta shall be entitled to encashment of leave accumulated to his credit at the end of his service subject to a maximum ceiling of 300 days on full allowances (inclusive of that resulting from commutation of leave on half allowances).

(8) The Authority competent to grant leave, leave not due, special disability leave to the Lokayukta or an Upa-Lokayukta shall be the Governor.

(9) In addition to the leave credited to his account under sub-rule (2), the Lokayukta or an Upa-Lokayukta may avail casual leave subject to the following conditions, namely:—

(a) such leave shall not be availed of except for unforeseen illness or for urgent and unforeseen private business; and

(b) such leave shall not be availed of for more than fourteen days in a calendar year or for a continuous period of more than five days.

11. Official residence to Lokayukta and Upa-Lokayukta.— (1) The Lokayukta and Upa-Lokayukta shall be entitled to the use of free furnished official residence throughout the term of their office and for a further period of one month or for such extended period not exceeding two months as may be determined by the Government.

(2) The official residence shall be maintained by the Government.

(3) If the Lokayukta or Upa-Lokayukta dies while in service then the members of the family of the Lokayukta or Upa-Lokayukta shall be entitled to the use of the official residence for a period of three months after such death.

(4) If the Lokayukta or Upa-Lokayukta is not provided with the official residence immediately after his appointment he shall be entitled for reimbursement of the actual rent paid by him for the entitled accommodation, if any, secured by him till the date of getting the official residence.

(5) Where the Lokayukta or an Upa-Lokayukta does not avail himself of the use of an official residence, he shall be paid every month, an allowance of Rs. 5,000/- and shall be entitled to reimbursement of charges on account of water and electricity consumed for his residence to the extent of 3,600 kilolitres of water and 10,000 units of power per annum.

Explanation:— For the purpose of this rule and rule 12,—

(a) “family” means wife or husband of the Lokayukta or Upa-Lokayukta or their dependent children, parents, brothers and unmarried sisters;

MAY IT PLEASE YOUR HONOUR:—

The Complainant above named most respectfully state and submit as under:—

(Brief facts leading to the Complaint)

(In case the complainant has/had made any previous complaint before the Goa Lokayukta or a competent Court of law or any other authority for redressal of the grievance which is the subject matter of this complaint, then the details in respect of the outcome/result of the same shall be stated and the copy of the judgement/order/direction thereto, if any, shall be enclosed to the Complaint.)

Place: _____.

Dated: ____ / ____ / 201____.

(Signature/LHTI of the Complainant)

COMPLAINANT

VERIFICATION

I, Mr./Mrs./Miss/Kum. _____, son/wife/daughter of _____, aged _____ (Nationality), Occupation _____ resident of Flat/House No. _____ (Building/Apartments) _____, (Street), _____ (Village/City), (Taluka), (District) Goa, the Complainant above named, do hereby verify and state that what is stated by me in paragraphs _____ to _____ of the above Complaint are true to my own knowledge and belief and what is stated in the remaining paragraphs, namely _____ are in the nature of legal submissions and/or inferences of facts, which I believe to be true.

Verified at (Place), on this _____ day of _____, 201 _____.

(Signature/LHTI of the Complainant)

DEPONENT

Note:— (1) The self attested copies of the documents relied upon by the Complainant in support of his allegations contained in the Complaint shall be enclosed to the Complaint. If the documents relied upon by the Complainant are not in his power and possession, the person from whom they may be secured shall be stated in the Complaint.

(2) The List of witnesses, with their name/s and address, whom the Complainant desires to examine in support of his allegations in the Complaint shall be enclosed to the Complaint.

(3) Two sets of Complaint for the office use and as many sets equivalent to the number of public functionaries complained against shall be submitted by the Complainant to the Registrar at the time of presenting the Complaint.

FORM – II

[See rule 4-(1)(a)]

BEFORE THE GOA LOKAYUKTA

Complaint No. **/201.....**

Mr./Mrs./Miss/Kum.

Flat/House No.,

..... Building/Apartments,

(Street), (Village)/(City),

(Taluka), (District), Goa.

... Complainant

V/s

(Name, designation and address of the

Public Functionary against whom

the complaint is made)

... Respondent

AFFIDAVIT

I, Mr./Mrs./Miss/Kum., son/wife/daughter
of, aged years,....., (Nationality), Occupation,
resident of Flat/House No., (Building/Apartments), (Street), (Village/City),
(Taluka), (District) Goa, the Complainant above named, do hereby on solemn affirmation state on
oath as under:—

(1) I say that I have filed today a Complaint before this Hon'ble Authority the contents of the said
Complaint shall be treated as reproduced herein for all legal purposes.

(2) I say that the Annexures which are enclosed to the Complaint are the attested photo copies of
their respective originals.

(3) I say that what is stated by me in paragraphs to of the said
Complaint are true to my own knowledge and belief and what is stated in the remaining paragraphs,
namely to are in the nature of legal submissions and/or inferences of facts, which I
believe to be true.

(4) I say that what is stated by me in paragraphs 1, 2 and 3 above is true to my own knowledge.

Solemnly affirmed at on this day of, 201.....

(Signature/LHTI of the Complainant)

DEPONENT

FORM – III

(See rule 13)

Statement of Assets and Liabilities filed by

..... (here specify the name and
designation of the Public Functionary) for the financial year ending 31st March

(Note:— Every column appearing in the form has to be filled in words, not by dashes and dots)

(1) The permanent address
(with Telephone No. and
Mobile No., if any) of the
Public Functionary.

(2) Names of the members of
the family of the Public
Functionary and his
relationship with each of
them.

(3) Present annual income of
the Public Functionary and
each one of the family
members.

Note: Statement of Assets and Liabilities of the public functionary and his family members (“family of a Public Functionary” means the spouse, parents, unmarried sisters/brothers and children or relatives as are dependent on him or her, as the case may be):

4. Cash and other Liquid Assets as on 31st March

Particulars to be furnished	Public Functionary	Spouse	Dependent Father	Dependent Mother	Dependent Children
					1st 2nd 3rd
(1)	(2)	(3)	(4)	(5)	(6)

(a) Cash

- i) Cash on hand
- ii) Cash kept in locker (give details)
- iii) Whether it is personal savings
- iv) If not, mention the source of acquisition

(b) Bank deposits

- i) Account/Certificate No., nature of deposit, amount and name & branch of bank

- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition
- iv) Date of deposit

(c) Bank Accounts

- i) Account No. & nature of A/C amount and name & branch of bank
- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition

(d) Post Office Accounts

- i) Account/Certificate Nos., nature of deposit, amount and name & place of post office
- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition

(e) National Savings Certificates and other certificates obtained through the post office

- i) No. of the NSCs and other certificates, amount, name & place of post office
- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition

(f) Units of Unit Trust of India

- i) Particulars of units, name of the branch and amount
- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition

(g) Government and other Securities

- i) Particulars of securities, name & place of office of

Government/Company and amount invested

- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition

(h) Shares, Debentures or Deposits in Companies

- i) Particulars of shares, debentures or deposits in companies (furnish address of company) and amount invested
- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition

(i) Money advanced to others as loan or Otherwise

- i) Amount, date and name of the person to whom the money is advanced
- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition

(j) Insurance Policies and Provident Funds

- i) Particulars of Insurance Policies and Provident Funds
- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition

(k) Other investments and being investments in immovable property

- i) Particulars of investments, name & address of company and the amount invested

- ii) Whether it is personal savings
- iii) If not, mention the source of acquisition

5. Moveable property other than that covered by Item 4 as on 31st March

(a) Jewellery and Bullion

- i) Particulars
- ii) Cost and date of acquisition
- iii) Whether it is out of personal savings
- iv) If not, mention the source of acquisition

(b) Vehicles

- i) Particulars
- ii) Cost and date of acquisition
- iii) Whether it is out of personal savings
- iv) If not, mention the source of acquisition

(c) Antiques beyond the value of Rs. 10,000/-

- i) Particulars
- ii) Cost and date of acquisition
- iii) Whether it is out of personal savings
- iv) If not, mention the source of acquisition

(d) Silverware

- i) Particulars
- ii) Cost and date of acquisition
- iii) Whether it is out of personal savings
- iv) If not, mention the source of acquisition

(e) Investments in Business Concerns

- i) Particulars
- ii) Cost and date of acquisition
- iii) Whether it is out of personal savings
- iv) If not, mention the source of acquisition

(f) Other Household goods including furniture costing more than Rs. 25,000/- each

6. Immovable Property as on 31st March

(a) Agricultural lands

- i) Survey No. and place
- ii) Extent
- iii) Whether dry, wet, garden or plantation land
- iv) Whether ancestral, joint or separate property
- v) If not, mention the source of acquisition
- *vi) Cost and date of acquisition
- vii) Whether it is out of personal savings

(b) Non-agricultural lands which have not been built upon

- i) Number assigned to the land and place where situated
- ii) Extent
- iii) Whether ancestral
- *iv) Cost and date of acquisition
- v) Whether it is out of personal savings
- vi) If not, mention the source of acquisition

(c) Buildings (including flats)

- i) Complete address of the buildings with dimension
- *ii) Cost and date of acquisition
- iii) Whether ancestral, joint or separate property
- iv) Whether it is out of personal savings
- v) If not, mention the source of acquisition

(d) Other immovable property

- i) Particulars of other immovable property with dimension
- *ii) Cost and date of acquisition
- iii) Whether ancestral, joint or separate property
- iv) Whether it is out of personal savings
- v) If not, mention the source of acquisition

7. Liabilities as on 31st March

- (a) Nature, extent and other particulars of liability and the date when it was incurred
- (b) Name and address of the person to whom (creditor) liable

I _____ do hereby solemnly declare that the information furnished above is true and that nothing relevant has been omitted therefrom.

Station:

Date:

Signature of the Public Functionary

Designation

**Note:* Date of acquisition of assets/property may not be required if the same has been acquired by the Public Functionary, if he has acquired the assets /property prior to his assuming the office as public functionary for the first time.

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