ODISHA INFORMATION COMMISSION
BHUBANESWAR

Present: Sri B.K.Mohapatra,
State Information Commissioner

Date: 9th July, 2020

Complaint Case No.39/2015

Sri Biswajit Mohanty,
Shantikunj,
Link Road,
Dist- Cuttak.....Complainant

Vrs.

Public Information Officer,
Odisha Olympic Association,
Barabati Stadium,
Dist- Cuttack.....……..…Opposite Party

Decision

The complainant named above has filed the present complaint under section 18 of the Right to Information Act,2005, for short "the Act", seeking for a declaration that the Opposite Party Association is a public authority within the definition under section 2(h) of the Act, and for a direction to the opposite party to comply with the provisions of the Act, interalia, by appointing a Public Information Officer and making suo-motu disclosure of information under section 4(1)(b) and (c) of the Act.

2. The assertion of the complainant that the opposite party is a public servant, is primarily based upon the following grounds;

(i) The opposite party is a sports body with the object of promoting sports in the State and to send competitors to national events.

(ii) The opposite party is operating a stadium namely "Barabati Stadium" at Cuttack, Odisha on government land measuring an area of more that 20 acres on the basis of a lease deed executed on 04/09/1949 on a nominal annual rate of 1 rupee only, although the value of the said land estimated at minimum rate of Rs. 12.50 Crore per acre was Rs. 262 Crore as on the date of the complaint petition. This grant of lease signifies the indirect funding by the State Government in favour of the opposite party. The structure of the

stadium was also built up with the donation of fund collected from public by late Bhairav Chandra Mohanty, the founder of the Opposite Party Association.

(iii) Out of 96 members of the Opposite Party Association, 43 are from District Level Athletic Associations as nominated by the respective collectors of the districts who happen to be the ex-officio presidents of the District Level Associations and 27 are from different government departments or government run bodies including D.G of Police, D.P.I (Higher Education), Vice Chancellor of Utkal University etc inducted as members ex-officio. The members of the association elect the executive council including the president, secretary and other office bearers who control and operate the entire organisation. The Opposite Party, therefore, comes under direct or indirect control of the State Government.

(iv) The Opposite Party being affiliated to the Indian Olympic Association which has already subjected itself to the provisions of the Act, is required to follow suit.

3. The Opposite Party Association resists the case of the complainant on the following grounds;

(i) The opposite party is an independent body having its own by-law with multiple objectives in addition to the objective of promoting sports activities. It's being affiliated to the Indian Olympic Association ipso-facto does not make it a public authority.

(ii) The lease of land by the State Government cannot be interpreted as a grant or funding by the Government inasmuch as the same is governed by the principles of lease under the Transfer of Property Act and the value of the land is also immaterial inasmuch as under a lease no absolute right or title is transferred to the lessee. Further, in the case at hand, by now the lease of the government land is under dispute which is subjudice before the Hon'ble High Court of Orissa, and it is only by virtue of a status quo order passed by the Hon'ble High Court, the opposite party is continuing possession over the lease holding.

(iii) The representation of the District Collectors or membership of some Government Officers being not because of their official capacity but in accordance with the provisions of the memorandum of Article and By-law of the Opposite Party Association, and there being no contribution of fund by the Government to the association, it cannot be said that the opposite party is controlled by the State Government.

On the above grounds of defence, the opposite party seeks for dismissal of the complaint.

4. In course of proceeding of the case, the Commission vide the order dated 03/08/2017 appointed the Additional Secretary to Government, Sports and Youth Services Department, as the Authorised Officer in view of rule 7(1)(c) of the Odisha Information Commission(Appeal Procedure) Rules, 2006 to conduct an enquiry as to whether the respondent association comes within the purview of section 2(h) of the Act and whether the opposite party is substantially financed directly or indirectly by the State Government. The authorised officer vide his enquiry report dated 10/01/2018 affirmed the opposite party to be a Public Authority on the findings, interalia, that it is substantially financed and indirectly controlled by the State Government. The authorised officer also took into consideration the circular issued by the Director, Sports and Youth Services, Government of Odisha vide L. No.- 4420 (91) dated 08/05/2007 vide which all the State level Sports Associations and District level Athletic/Olympic Associations have been directed to comply with the provisions of Right to Information Act, 2005. For sake of a ready reference, the relevant parts of the enquiry report of the authorised officer are extracted here below;

" x xx x xx x xx

5.1. The lease deed dated 24/09/1949 transpires that the respondent association applied for grant of land for the purpose of constructing a stadium with playground for the use of the Odisha Olympic Association. Therefore, indisputably, the lease dated 24/09/1949 was for public purpose. By no stretch of imagination, it was for private purpose.

Further, basing upon the bench mark valuation of the land Tahsildar, Cuttack has reported the valuation of the said land which comes to Rs. 1,28,12,01,000/-.

6. xx xx xx xx , it appears that out of 96 members, the majority of them are either nominated or selected by Government authorities like Collector, D.G of Police, D.P.I (Higher Education) and Vice Chancellor (Utkal University) etc. It further appears that out of those 96 members, an Executive Council comprising of 22 members is in place to control and operate the functioning of the respondent association.

6.1. It thus emerges that the State Government and or its officers exercise a great deal of control on the respondent association, albeit indirect.

7. The Director and Additional Secretary of the Sports and Youth Services Department vide his L. No.- 2874/SYS dated 17.03.2015 sanctioned a sum of Rs. 3,05,000/- (Rupees Three lakh five thousand) in favour of the respondent association towards financial assistance for participation of the State team in the 35th National Games held at Kerala.

Similarly, the AFA-cum-Under Secretary to Government, Sports and Youth Services Department in his L. No.- 10212 dated 11/11/2016 conveyed the sanction of Rs. 75,000/- in favour of the respondent association for conducting State level swimming event and participating in the national competition during the year 2016-17.

On perusal of official records of this Department it is found that in 2007, the Director, Sports and Youth Services, vide his L. No.- 4420(91)/ DS and YS, dated 08/05/2007 has informed all State level Sports Associations, all District Athletic Associations and all District Olympic Associations to comply to the provisions of the Right to Information Act, 2005, as they were registered under Societies Registration Act and partly / substantially financed by or patronised by Government Department.

xx xx xx xx

10. On the own showing of the respondent association that it is an affiliated association of the Indian Olympic Association which has not only been held by the Hon'ble Delhi High Court as a public authority but the said association (Indian Olympic Association) has implemented the order of the Hon'ble Delhi High Court having set up a RTI Cell to deal with applications seeking information there from.

xx xx xx xx

10.3. xx xx xx xx Apart from the lease of land of more than 20 acres in the heart of the Cuttack town which obviously means substantial financing of the respondent association, there are two tranches of financing by way of cash as has been referred to above under para 7. Therefore, I am inclined to believe the submission made by the complainant that the respondent association has been substantially financed by the State Government for such an association coming into its present existence. While granting the lease as well as while granting further assistance from Government of whatsoever amount it has been made clear that the purpose of grant or assistance is for cause of sports and its development. Hence the respondent association cannot deny Sports as its main stay activity which involves interest of public at large.

11. Thus taking into consideration the entire gamut of the materials on record, the arguments canvassed by the parties and the judicial pronouncements referred to above, I have no doubt that the respondent association, more like to which it is affiliated, is a public authority within the meaning of the Act,2005."

5. The Commission has heard both the sides and perused the relevant papers on record. In course of his argument advanced in extenso, the learned counsel appearing for the opposite party has taken me through the by-law of the Opposite Party Association, especially Article-16 thereof. As per Article-16 of the by-law the management and affairs of the Association and enforcement of the

provisions of the by-law shall be entrusted to the Executive Council which shall also deal with all permanent and temporary appointments as well as dismissal or suspension of the office staff. On the basis of the said Article it is contended by the learned counsel that the opposite party is an independent society having no intervention, supervision or superintendence from the side of the Government or its any instrumentality. In so far as the memberships of the Government officers or role of the District Collectors in nominating the members is concerned, it is his contention that since their such representation or involvement is not because of their official capacity but of the provisions of the Memorandum and By-law of the Association, no inference can be drawn thereby that the Association is under the control of the Government. In so far as the lease of Government land is concerned, it is his submission that since grant of lease is not a transfer of ownership or title in the property, the market value of the land is of no consequence. It is also his argument that lease being not a grant of the value of the leased property, the market price thereof cannot be treated as the funding made by the State Government much less substantial. The learned counsel further apprised the Commission that since the lease period has already expired and the recommendation of the Tahsildar for execution of a fresh lease deed on payment of premium fixed by the Collector has been reversed by the Revenue Divisional Commissioner, the opposite party-lessee has filed a writ petition before the Hon'ble High Court of Orissa bearing W.P. (C) No. 5360 of 2002 which is sub-judice, and by virtue of the interim order passed therein, the opposite party is continuing its possession over the leasehold property. Heavy reliance is placed by him on the pronouncement of the Hon'ble Supreme Court of India in the case of **Thalappalam Service Cooperative Bank Limited and Others Versus State of Kerala and Others** reported in (2013) 16 Supreme Court Cases 82.

6. The learned counsel for the opposite party has further submitted that funding of Rs. 75,000/- by the State Government in the year 2016 as indicated in the report of the Authorised Officer is not borne out in the record of the opposite party and that the amount of Rs. 3,05,000/- received by the opposite party from the State Government in the year 2015 was too small to bear any significance

compared to the expenditure incurred by the Opposite Party Association to the tune of Rs. 2,07,54,237/- during the said year. As regards the circular issued by the Director, Sports and Youth Services, Odisha vide L. No.- 4420 dated 08/05/2007, it is his argument that the said circular having not been issued by the State Government much less by any notification, the same has no binding force in the eye of law. It is further pointed out that the said circular does not cover the Opposite Party Association.

7. The issue before the Hon'ble Apex Court in the case of **Thalappalam Cooperative Bank** (Supra) was, whether or not the cooperative societies which are not created by a statute, but are governed in accordance with the provisions of a statute after having come into existence, are public authorities within the definition under Section 2(h) of the Right to Information Act. Vide paragraphs 31 and 32 of the judgement, Section 2(h) has been broadly divided into two parts with four categories under the first part and two under the later part. The later part which is relevant for the issue embraces within its fold the following two categories;

> (i) a body owned, controlled or substantially financed, directly or indirectly by funds provided by the appropriate government.
>
> (ii) non-Governmental Organizations substantially financed directly or indirectly by funds provided by the Government.

As regards the meaning of the expression "controlled" used in the later part of Section 2(h) indicated Supra, the Hon'ble Apex Court held as follows;

> *"44. We are of the opinion that when we test the meaning of expression "controlled" which figures in between the words "body owned" and "substantially financed", the control by the appropriate Government must be a control of a substantial nature. The mere "supervision" or "regulation" as such by a statute or otherwise of a body would not make that body a "public authority" within the meaning of Section 2(h)(d)(i) of the Right to Information Act. In other words, just like a body owned or body substantially financed by the appropriate Government, the control of the body by the appropriate Government would also be substantial and not merely supervisory or regulatory. The powers exercised by the Registrar of Cooperative Societies and others under the Cooperative Societies Act are only regulatory and supervisory in nature, which will not amount to dominating or interfering with the management or affairs of the society so as to be controlled. The management and control are statutorily conferred on the Management Committee or the Board of Directors of the Society by the respective Cooperative Societies Act and not on the authorities under the Cooperative Societies Act.*

> *45. We are, therefore, of the view that the word "controlled" used in Section 2(h)(d)(i) of the Act has to be understood in the context in which it has been used vis-à-vis a body owned or substantially financed by the appropriate Government, that is, the control of the body is such a degree which amounts to substantial control over the management and affairs of the body."*

While dealing with the words "substantially financed", the Hon'ble Apex Court held in paragraph 47 of the judgement that the word "substantial" is not synonymous with "dominant" or "majority". It is closer to "material" or "important" or "of considerable value". "Substantially" is closer to "essentially". Both words can signify varying degrees depending on the context. Further, in paragraph 48, it has been held as follows;

> *"48. Merely providing subsidies, grants, exemptions, privileges, etc. as such, cannot be said to be providing funding to a substantial extent, unless the record shows that the funding was so substantial to the body which practically runs by such funding and but for such funding, it would struggle to exist. The State may also float many schemes generally for the betterment and welfare of the cooperative sector like deposit guarantee scheme, scheme of assistance from NABARD, etc. but those facilities or assistance cannot be termed as "substantially financed" by the State Government to bring the body within the fold of "public authority" under Section 2(h)(d)(i) of the Act. But, there are instances, where private educational institutions getting ninety-five per cent grant-in-aid from the appropriate Government, may answer the definition of public authority under Section 2(h)(d)(i)."*

In paragraph 53 of the judgement, the Hon'ble Apex Court further observed that the categories mentioned in Section 2(h) of the Act exhaust themselves, hence, there is no question of adopting a liberal construction to the expression "public authority" to bring other categories into its fold which do not satisfy the test as laid down. It was, ultimately, held that Cooperative Societies do not fall within the definition under Section 2(h) of the Act.

8. The question of applicability of the Act to non-Governmental Organizations came up again for consideration before the Hon'ble Supreme Court in the case of **D.A.V. College Trust and Management Society and Ors. Versus Director of Public Instructions & Ors.** reported in (2019) 9 SCC 185. In the said case while referring to several earlier judgements including the one in **Thalappalam case** (supra), the Hon'ble Apex Court held as follows:-

> *"14. The Section, no doubt, is unartistically worded and therefore, a duty is cast upon us to analyse the Section, find out its true meaning and interpret it in a manner which serves the purpose of the Act.*

15. xx xx xx

16. We must note that after the end of clause (d) there is a comma and a big gap and then the definition goes on to say 'and includes any –' and thereafter the definition reads as:

> *"(i) body owned, controlled or substantially financed;*
>
> *(ii) non-Government organisation substantially financed directly or indirectly by funds provided by the appropriate Government;"*

The words 'and includes any', in our considered view, expand the definition as compared to the first part. The second part of the definition is an inclusive clause which indicates the intention of the Legislature to cover bodies other than those mentioned in clauses (a) to (d) of Section 2(h).

17. We have no doubt in our mind that the bodies and NGOs mentioned in sub-clauses (i) and (ii) in the second part of the definition are in addition to the four categories mentioned in clauses (a) to (d). Clauses (a) to (d) cover only those bodies etc., which have been established on constituted in the four manners prescribed therein. By adding an inclusive clause in the definition, Parliament intended to add two more categories, the first being in sub-clause (i), which relates to bodies which are owned, controlled or substantially financed by the appropriate Government. These can be bodies which may not have been constituted by or under the Constitution, by an Act of Parliament or State Legislature or by a notification. Anybody which is owned, controlled or substantially financed by the Government, would be a public authority.

18. xx xx xx

*19. Even in the **Thalappalam case** (supra) in para 32 of the judgement, this Court held that in addition to the four categories there would be two more categories,(5) and (6).*

*20. The principle of purposive construction of a statute is a well-recognised principle which has been incorporated in our jurisprudence. While giving a purposive interpretation, a court is required to place itself in the chair of the Legislature or author of the statute. The provision should be constructed in such a manner to ensure that the object of the Act is fulfilled. Obviously, if the language of the Act is clear then the language has to be followed, and the court cannot give its own interpretation. However, if the language admits of two meanings then the court can refer to the Objects and Reasons, and find out the true meaning of the provisions as intended by the authors of the enactment. Justice S.B. Sinha in **New India Assurance Company Ltd. V. Nusli Neville Wadia and Anr.5 held as follows:-***

> ***"51. ....**to interpret a statute in a reasonable manner, the court must place itself in the chair or reasonable legislator/ author. So done, the rules of purposive construction have to be resorted to which would require the construction of the Act in such a manner so as to see that the object of the Act is fulfilled; which in turn would lead the beneficiary under the statutory scheme to fulfil its constitutional obligations as held by the court inter alia in Ashoka Marketing Ltd."*

Justice Sinha quoted with approval the following passage from Barak's treatise on Purposive Interpretation in Law, 6 which reads as follows:-

> ***"52. ....** Hart and Sachs also appear to treat 'purpose' as a subjective concept. I say 'appear' because, although Hart and Sachs claim that the interpreter should imagine himself or herself in the legislator's shoes, they introduce two elements of objectivity. First, the interpreter should assume that the legislature is*

composed of reasonable people seeking to achieve reasonable goals in a reasonable manner; and second, the interpreter should accept the non-rebuttable presumption that members of the legislative body sought to fulfil their constitutional duties in good faith. This formulation allows the interpreter to inquire not into the subjective intent of the author, but rather the intent the author would have had, had he or she acted reasonably."

21. Justice M.B. Lokur speaking for the majority in Abhiram Singh v. C.D. Commachen (Dead) by L.Rs. and Ors.7 held as follows:-

"39. ..... Ordinarily, if a statute is well drafted and debated in Parliament there is little or no need to adopt any interpretation other than a literal interpretation of the statute. However, in a welfare State like ours, what is intended for the benefit of the people is not fully reflected in the text of a statute. In such legislations, a pragmatic view is required to be taken and the law interpreted purposefully and realistically so that the benefit reaches the masses..."

22. Therefore, in our view, Section 2(h) deals with six different categories and the two additional categories are mentioned in sub clauses (i) and (ii). Any other interpretation would make clauses (i) and (ii) totally redundant because then an NGO could never be covered. By specifically bringing NGOs it is obvious that the intention of the Parliament was to include these two categories mentioned in sub clauses (i) and (ii) in addition to the four categories mentioned in clauses (a) to (d). Therefore, we have no hesitation in holding that an NGO substantially financed, directly or indirectly, by funds provided by the appropriate government would be a public authority amenable to the provisions of the Act.

9. In the paragraphs 26 and 27 of the judgement in **D.A.V. College Trust case** (supra) the term "substantially financed" has been elucidated as follows:-

26. In our view, 'substantial' means a large portion. It does not necessarily have to mean a major portion or more than 50%. No hard and fast rule can be laid down in this regard. Substantial financing can be both direct or indirect. To give an example, if a land in a city is given free of cost or on heavy discount to hospitals, educational institutions or such other body, this in itself could also be substantial financing. The very establishment of such an institution, if it is dependent on the largesse of the State in getting the land at a cheap price, would mean that it is substantially financed. Merely because financial contribution of the State comes down during the actual funding, will not by itself mean that the indirect finance given is not to be taken into consideration. The value of the land will have to be evaluated not only on the date of allotment but even on the date when the question arises as to whether the said body or NGO is substantially financed.

27. Whether an NGO or body is substantially financed by the government is a question of fact which has to be determined on the facts of each case. There may be cases where the finance is more than 50% but still may not be called substantially financed. Supposing a small NGO which has a total capital of Rs.10,000/- gets a grant of Rs.5,000/- from the Government, though this grant may be 50%, it cannot be termed to be substantial contribution. On the other hand, if a body or an NGO gets hundreds of crores of rupees as grant but that amount is less than 50%, the same can still be termed to be substantially financed.

In paragraph 29 of the judgement the Hobn'ble Apex Court observed that while interpreting the provisions of the Act and while deciding what is

substantially financed one has to keep in mind the provisions of the Act which has been enacted with the purpose of bringing transparency in public dealings and probity in public life. If NGOs or other bodies get substantially financed from the Government, a citizen is entitled to information to find out whether his/ her money which has been given to the organisation is being used for the requisite purpose or not.

10. Keeping in view the settled principles of law, the Commission now adverts to the contentions of the rival sides in the case at hand. The complainant has produced a copy of the registered lease deed executed in the year 1949 which would show that an area of Ac. 20.808 of land at Cuttack was leased out by the State Government in favour of the Opposite Party for the purpose of construction of a Stadium with playgrounds for the use of the Opposite Party Association, on fixation of nominal annual rent of one rupee only. There is no dispute on record that the Opposite Party is operating a stadium namely, “Barabati Stadium” built upon the said land and carrying on there various sporting activities including organisation of different sport events of national and international stature. To put in other words, the lease of such a vast tract of land by the State Government was for the sole purpose of facilitating promotion of sporting activities in the State in the interest of public at large.

11. It is the submission of the learned counsel for the Opposite Party that since the order of the Collector for renewal of the lease has been set aside by the Revenue Divisional Commissioner, and the possession of the Opposite Party over the lease holding being by virtue of the status quo order passed by the Hon’ble High Court, pending final adjudication of the dispute, the land in question cannot be treated as the property of the Opposite Party. This argument of the learned counsel does not cut much ice for the simple reason that the Opposite Party, as per its own saying, having not conceded to the order of the Revenue Divisional Commissioner has already approached the Hon’ble High Court by filing a writ petition, and by virtue of the interim order of status quo passed therein on 04.12.2002, it is continuing its possession over the said land. That apart, there has never been a transfer of the ownership in the land to the Opposite Party, and needless to

mention that under a lease, it is only interest in the property but not the title or ownership which can be transferred. Since the ownership in the property has not been transferred to the Opposite Party, the value or price of the land cannot be treated as a grant to have been made by the State Government in favour of the Opposite Party. But it would not be incorrect to say that the potential or market value of the property under lease has a bearing on the issue involved in the present case. There can be no gain saying that fixation of nominal rent instead of fair rent assumes significance in gathering the intention of the Grantor/ Lessor. To reiterate, initially at the time of execution of the lease deed only one rupee had been fixed as the annual rent. Now the Opposite Party has produced before the Commission a copy of letter No.1320 dated 28.03.2000 issued by the Tahasildar, Sadar, Cuttack to show that annual rent for the land in question had been assessed at Rs.52,020/- for the year 1989-90 onwards, and Khasmahal lease was sanctioned subject to payment of the rent at the said rate. Simultaneously, under the said letter demand was also made to the Opposite Party to pay the outstanding dues at the said rate exclusive of the amount of cess for the period from the year 1989-90 till 1999-2000. Although it is informed that as against the order of the Revenue Divisional Commissioner the Opposite Party has filed the writ petition, there is no information with the Commission as to if the Opposite Party has acceded to the assessment of the rent made by the Collector as referred to above, or if the same has been paid to the Government for the year 1989-90 onwards. There is, however, no denying from the side of the Opposite Party that it is carrying out its activities as usual being in possession of the lease holding in view of the order of the status quo passed by the Hon'ble High Court.

12. The land in question is at a prime location of Cuttack city. As mentioned by the Authorised Officer in his enquiry report dated 10/01/2018, the land was at Rs.1,28,12,01,000/- as per the prevalent benchmark price. It is contended by the learned counsel for the opposite party that the present valuation of the land is irrelevant for the reason that the lease was granted 70 years back, and at that point of time, the value of the said land was negligible. Such a contention appears to be lacking rationale. The question that is now raised was

beyond perception at the time of inception of the lease. The question of value or potential of the Government land in possession of the opposite party is concomitant with the question raised regarding “substantial finance” by the Government. In the context, may I again refer to paragraph 26 of the judgement **in D.A.V. College Trust Case** (Supra), where it has been held that the land will have to be evaluated not only on the date of allotment but even on the date when the question arises as to whether the body or NGO is substantially financed. Leaving apart the periodical funding made by the State Government as indicated by the Authorised Officer in his report, the Commission by taking note of the intention of the State Government as depicted from the lease deed, and also the subsequent happenings vis-a-vis the area, location, potential and valuation of the land in question, is inclined to hold that there is substantial financing by the State Government.

13. As per Article 16 of the By-law of the opposite party, its Executive Council is entrusted with the management, administration and all the affairs including enforcement of its Rules, Regulations and By-laws. The Council is also empowered to deal with all permanent and temporary appointments as well as dismissal or suspension of the office staff. The power and duties of the Executive Council have been more fully stated in Article 29(B) of the By-law. There is also no controversy that the Executive Council is elected by the members of the Association, and out of 96 members, 43 are nominated by the District Collectors in their capacity of being the ex-officio presidents of the respective District level Athletic Associations, and 27 are the officers of different Government Offices or Government run bodies including D.G. of Police, Director of Public Instruction etc of the State, inducted ex-officio. It is the contention of the learned counsel for the opposite party that since those Government Officers are involved in the Association not because of any power conferred to them by any statute, but in pursuance of the provisions of the By-law of the Association, the same cannot be construed as any interference or control of the Government in the affairs or management of the Opposite Party Association. It may be mentioned here that to bring an NGO or body under the Clause (i) of Section 2(h)(d) the “control” exercised by the Government is not necessary to be under the provisions of any statute. But, as

observed by the Hon'ble Supreme Court in **Thalappalam Case** (Supra), the control of the body by the Government should be substantial, and not merely supervisory or regulatory. In the present case as it reveals, the opposite party through its own by-law has invited representation and membership of Government Officers for carrying on its management, administration and almost all the affairs. Those officers not in their personal capacity but by virtue of the offices they hold are involved in the Association. Having regard to the rights and privileges they enjoy and the powers they exercise under the By-law of the opposite party, the Commission is of the opinion that they indirectly exercise substantial control over the Opposite Party Association.

14. Admittedly, the Opposite Party Association is affiliated to the Indian Olympic Association (IOA) which has already subjected itself to the provisions of Right to Information Act in compliance with the order dated 07/01/2010 passed by the Hon'ble High Court of Delhi in some writ petitions. The IOA has set up an RTI Cell with appointment of a Public Information Officer and First Appellate Authority to comply with the provisions of the Act. The Opposite Party Association is affiliated to the IOA not optionally but in consonance with the object of its Memorandum as specifically indicated in Clause 3(a) thereof. As per dictionary meaning, "Affiliated" means adopted or attached to as a member or branch, closely connected or associated, officially attached or connected to an organisation etc. As specifically indicated in Clause 3(a) of the Memorandum, the object of the opposite party to affiliate itself with IOA is, interalia, to enforce all rules and regulations of IOA. In that view of the matter, the opposite party would not be justified to claim that it is outside the purview of the RTI Act, the IOA is subject to the said Act notwithstanding.

15. For the whole discussion made here-in-before, the Commission is of the considered view that the opposite party is a "public authority" within the definition under Section 2(h) of the Act and amenable to the provisions of the Act.

16. In the result, the complaint case is allowed. The Opposite Party (Odisha Olympic Association) is hereby declared to be a "public authority" within

the definition under Section 2(h) of the Right to Information Act, 2005. The Opposite Party is directed to comply with the provisions of the said Act. In so far as the provisions of Sections 4 and 5 of the Act are c oncerned, the Opposite Party shall comply with the same within 30 days from the date of receipt of this order, and report compliance to the Registry of this Commission.

17. A copy of this order be communicated to the complainant and the General Secretary of the Opposite Party Association. A copy of this order be also communicated to the Secretary, I&PR Department, Government of Odisha, for taking step for wide publicity of the directions given by this order.

Transcribed to my dictation, corrected by me and pronounced in the open proceeding today this the 9th day of July, 2020.

(B.K.Mohapatra)
State Information Commissioner