

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.3.2019

CORAM:

THE HONOURABLE MR.JUSTICE S.MANIKUMAR
and
THE HONOURABLE MR.JUSTICE SUBRAMONIUM PRASAD

W.P.No.7075 of 2019 and
W.M.P. No.7791 of 2019

P.Nallasivam

.. Petitioner

Vs.

1.Government Tamil Nadu
Rep. by its Secretary
Revenue Department
Fort St. George
Chennai - 600 009

2.The District Collector
Erode District
Erode

3.The Revenue Tahsildar
Kodumudi Taluk
Erode District

4.The Commissioner
Hindu Religious and Charitable Endowment Department
Nungambakkam
Chennai - 600 034

5.The Asst. Commissioner
Hindu Religious and Charitable Endowment Department
Erode District
Erode

6.The Sub Registrar
Kodumudi
Erode

7.S.Bhoopathy

.. Respondents

PRAYER: Writ petition filed under Article 226 of the Constitution of India, for a Writ of declaration to declare the Settlement Deed (Deed for relinquishment of right without condition) dt.30.8.2017 bearing Doct. No.997/2017 in the office of Sub Registrar, Kodumudi/6th respondent executed and registered by the 7th respondent in favour of the 3rd respondent as void, illegal, unsustainable and unenforceable, as the same is contrary to Section 34(1) of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959 (Tamil Nadu Act 32 of 1959) and Section 22A(1)(ii) of the Registration Act.

For Petitioner : Mr.V.P.Sengottuvel

O R D E R

(Order of the court was made by SUBRAMONIUM PRASAD, J.)

The petitioner has filed the instant writ petition for a writ of declaration of Settlement Deed (Deed for relinquishment of right without condition) dated 30.8.2017 executed and registered by the 7th respondent in favour of the third respondent, namely the Revenue Tahsildar, Kodumudi Taluk, Erode District, as void, illegal, unsustainable, unenforceable and the same being contrary to Section 34(1) of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959 (Tamil Nadu Act 32 of 1959) and Section 22A(1)(ii) of the Registration Act, 1908.

2. It is the contention of the petitioner that the lands in issue comprised in R.S. No.36/4 measuring 0.39.0 Hectares bearing Patta No.2714, R.S. No.36/5 measuring 0.47.0 Hectare bearing Patta No.2716 and R.S. No.41/2 measuring 0.60.5 Hectare bearing Patta No.2717, all situated at Kodumudi 'A' village, Kodumudi Taluk, Erode District absolutely belongs to Nagapalayam Mariamman and Ponnachiamman temples and they have been maintained as temple properties.

3. It is the allegation of the petitioner that the 7th respondent claiming to be the current Trustee of Nagapalayam Mariamman - Ponnachiamman temples, executed a Settlement Deed (Deed for relinquishment of right without condition) dated 30.8.2017 bearing Document No.997/2017 registered on the file of Sub-Registrar, Kodumudi, in favour of the Revenue Tahsildar, Kodumudi Taluk, Erode District and registered the same before the Sub-Registrar, Kodumudi. According to the petitioner, these properties being temple properties could not have been settled in favour of the Tahsildar and the same could not have been registered. According to the petitioner, this particular transaction is violative of Article 34(1) of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959 (Tamil Nadu Act 32 of 1959) and Section 22A(1)(ii) of the Registration Act, 1908.

4. A perusal of the Gift Deed would show that the 7th respondent has specifically stated in the Settlement Deed that the land does not fall under the Control of Hindu Religious and Charitable Endowment Board. It is therefore the specific case of the 7th respondent that the land does not come within the ambit of the Tamil Nadu Hindu Religious and Charitable Endowment Act, 1959. It is therefore, a disputed question of fact. Patta which is in the name of the Bhajanai Kovil, would not confer any title on Bhajanai Kovil. It is well settled that a writ court, will not traverse into the disputed question of facts. It is for the petitioner to file a suit to get the title of the suit declared and then seek for an injunction. Therefore, writ is not a remedy available to the petitioner.

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5. In any event, it should be highly questionable, whether a Gift/Settlement Deed issued in favour of the temple would come within the ambit of Section 34 of the Tamil Nadu Hindu Religious and Charitable Endowment Act. Section 34 of the Tamil Nadu Hindu Religious and Charitable Endowment Act, reads as under:

34. Alienation of immovable trust property

Provided that before such sanction is accorded, the particulars relating to the proposed transaction shall be published in such manner as may be prescribed, inviting objections and suggestions with respect thereto; and all objections and suggestions received from the trustee or other persons having interest shall be duly consider by 1[the Commissioner] :

[Provided further that the Commissioner shall not accord such sanction without the previous approval of the Government].

Explanation."Any lease of the property above mentioned through for a term not exceeding five years shall, if it contains a provision for renewal for a further term (so as to exceed five years in the aggregate), whether subject to any condition or not, be deemed to be a lease for a period exceeding five years.

(2) When according such sanction, 1[the Commissioner] may impose such conditions and give such direction, as 3[he] may deem necessary regarding the utilization of the amount raised by the transaction, the investment thereof and in the case of a mortgage regarding the discharge of the same within a reasonable period.

(3) A copy of the order made by 1[the Commissioner] under this section shall be communicated to the Government and to the trustee and shall be published in such manner as may be prescribed.

(4) The trustee may, within three months from the date of his receipt of a copy of the order, and any person having interest may within three months from the date of the publication of the order [appeal to the Court] to modify the order or set it aside.

[(4-A) The Government may issue such directions to the Commissioner as in their opinion are necessary, in respect of any exchange, sale, mortgage or lease of any immovable property, belonging to, or given or endowed for the purpose of, any religious institution and the Commissioner shall give effect to all such directions].

(5) Nothing contained in this section shall apply to the imams referred to in section 41.

6. A reading of Section 34 of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959, would show that, gift/settlement is absent in Section 34. It is settled that the courts cannot add or subtract words from a statute.

7. In the process of interpreting a statute or a provision, it should also be kept in mind that it is the duty of the Court to conceive and perceive the true intention of the Legislature and in the words of Hon'ble Justice G.P.Singh, in his Book, "Interpretation of Statutes", "how far and to what extent each component part of the statute influences the meaning of the other part, would be different in each given case. The Hon'ble Supreme Court, in a catena of judgments has affirmed the

inconvenienti", said LORD MOULTON, "is one which requires to be used with great caution".

(ii) In the words of Tindal, C.J., in *Sussex Peerage case* [(1844) 11 Cl & F 85], "If the words of the statute are in themselves precise and unambiguous, then no more can be necessary than to expound those words in their natural and ordinary sense. The words themselves so alone in such cases best declare the intent of the lawgiver."

(iii) In *Nairin v. University of St. Andrews* reported in 1909 AC 147, the Hon'ble Apex Court held that, "Unless there is any ambiguity it would not be open to the Court to depart from the normal rule of construction which is that the intention of the Legislature should be primarily gathered from the words which are used. It is only when the words used are ambiguous that they would stand to be examined and construed in the light of surrounding circumstances and constitutional principle and practice."

(iv) In *Poppatlal Shah v. State of Madras* reported in AIR 1953 SC 274, the Supreme Court held that, "It is settled rule of construction that to ascertain the legislative intent all the constituent parts of a statute are to be taken together and each word, phrase and sentence is to be considered in the light of the general purpose and object of the Act itself."

(v) In *Rao Shive Bahadur Singh v. State*, reported in AIR 1953 SC 394, the Hon'ble Supreme Court held that, "it is incumbent on the Court to avoid a construction, if reasonably permissible on the language, which would render a part of the statute devoid of any meaning or application."

(vi) What is the spirit of law, Hon'ble Mr. Justice S.R.Das in *Rananjaya Singh v. Baijnath Singh* reported in AIR 1954 SC 749, said that, "The spirit of the law may well be an elusive and unsafe guide and the supposed spirit can certainly not be given effect to in opposition to the plain language of the Sections of the Act."

(vii) In *Hari Prasad Shivashanker Shukla v. A.D.Divelkar* reported in AIR 1957 SC 121, the Hon'ble Apex Court held that, "It is true that an artificial definition may include a meaning different from or in excess of the ordinary acceptation of the word which is the subject of definition; but there must then be compelling words to show that such a meaning different from or in excess of the ordinary meaning is intended, Where, within the framework of the ordinary acceptation of the word, every single requirement of the definition clause is fulfilled, it would be wrong to take the definition as destroying the essential meaning of the word defined."

(viii) In *Kanai Lal Sur v. Paramnidhi Sadhukhan* reported in AIR 1957 SC 907, the Supreme Court held that,

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It must always be borne in mind that the first and primary rule of construction is that the intention of the Legislature must be found in the words used by the Legislature itself. If the words used are capable of one construction only then it would not be open to the courts to adopt any other hypothetical construction on the ground that such hypothetical

arise. When the material words are capable of two constructions, one of which is likely to defeat or impair the policy of the Act whilst the other construction is likely to assist the achievement of the said policy, then the courts would prefer to adopt the latter construction.

It is only in such cases that it becomes relevant to consider the mischief and defect which the Act purports to remedy and correct."

(ix) In *Attorney-General v. HRH Prince Ernest Augustus of Hanover* reported in (1957) 1 All.ER 49, Lord Somervell of Harrow has explained unambiguous, as "unambiguous in context".

(x) In *State of W.B., v. Union of India* reported in AIR 1963 SC 1241, the Hon'ble Apex Court held that in considering the expression used by the Legislature, the Court should have regard to the aim, object and scope of the statute to be read in its entirety.

(xi) In *State of Uttar Pradesh v. Dr. Vijay Anand Maharaj* reported in AIR 1963 SC 946, the Hon'ble Supreme Court held as follows:

"But it is said, relying upon certain passages in Maxwell on the Interpretation of Statutes, at p. 68, and in Crawford on 'Statutory Construction' at p. 492, that it is the duty of the Judge 'to make such construction of a statute as shall suppress the mischief and advance the remedy,' and for that purpose the more extended meaning could be attributed to the words so as to bring all matters fairly within the scope of such a statute even though outside the letter, if within its spirit or reason. But both Maxwell and Crawford administered a caution in resorting to such a construction. Maxwell says at p.68 of his book:

"The construction must not, of course, be strained to include cases plainly omitted from the natural meaning of the words."

Crawford says that a liberal construction does not justify an extension of the statute's scope beyond the contemplation of the Legislature.

The fundamental and elementary rule of construction is that the words and phrases used by the Legislature shall be given their ordinary meaning and shall be constructed according to the rules of grammar. When the language is plain and unambiguous and admits of only one meaning, no question of construction of a statute arises, for the Act speaks for itself. It is a well recognized rule of construction that the meaning must be collected from the expressed intention of the Legislature."

(xii) In *Namamal v. Radhey Shyam* reported in AIR 1970 Rajasthan 26, the Court held as follows:

"It was observed by Pollock C. B. in *Waugh v. Middleton*, 1853-8 Ex 352 (356):-- "It must, however, be conceded that where the grammatical construction is clear and manifest and without doubt, that construction ought to prevail, unless there be some strong and obvious reason to the contrary. But the

particular part of it." And substantially the same opinion is expressed by Lord Selborne in *Caledonian Ry, v. North British Ry.* (1881) 6 AC 114 (222):-- "The mere literal construction of a statute ought not to prevail if it is opposed to the intentions of the legislature as apparent by the statute, and if the words are sufficiently flexible to admit of some other construction by which, that intention can be better effectuated." Again Lord Fitzgerald in *Bradlaugh v. Clarke*, (1883) 8 AC 354 at p. 384 observed as follows:-- "I apprehend it is a rule in the construction of statutes that in the first instance the grammatical sense of the words is to be adhered to. If that is contrary to, or inconsistent with, any expressed intention or declared purpose of the statutes, or if it would involve any absurdity, repugnance, or inconsistency, the grammatical sense must then be modified, extended, or abridged, so far as to avoid such an inconvenience, but no further." 11. Maxwell in his book on *Interpretation of Statutes* (11th Edition) at page 226 observes thus:--

"The rule of strict construction, however, whenever invoked, comes attended with qualifications and other rules no less important, and it is by the light which each contributes that the meaning must be determined. Among them is the rule that that sense of the words is to be adopted which best harmonises with the context and promotes in the fullest manner the policy and object of the legislature. The paramount object, in construing penal as well as other statutes, is to ascertain the legislative intent and the rule of strict construction is not violated by permitting the words to have their full meaning, or the more extensive of two meanings, when best effectuating the intention. They are indeed frequently taken in the widest sense, sometimes even in a sense more wide than etymologically belongs or is popularly attached to them, in order to carry out effectually the legislative intent, or, to use Sir Edward Cole's words, to suppress the mischief and advance the remedy."

(xiii) In *Commissioner of Sales Tax v. M/s. Mangal Sen Shyamlal* reported in 1975 (4) SCC 35 = AIR 1975 SC 1106, the Hon'ble Apex Court held that,

"A statute is supposed to be an authentic repository of the legislative will and the function of a court is to interpret it "according to the intent of them that made it". From that function the court is not to resile. It has to abide by the maxim, "ut res magis valiat quam pereat", lest the intention of the legislature may go in vain or be left to evaporate into thin air."

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(xiv) In *C.I.T., Madras v. T. Sundram Iyengar (P) Ltd.*, reported in 1976 (1) SCC 77, the Hon'ble Supreme Court held that, if the language of the statute is clear and unambiguous and if two interpretations are not reasonably possible, it would be wrong to discard the plain meaning of the words used, in order to meet a possible injustice.

without any intention and every word that is used by the legislature must be given its due import and significance.

(xvi) In *Philips India Ltd., v. Labour Court* reported in 1985 (3) SCC 103, the Hon'ble Apex Court, at Paragraph 15, held as follows:

"(15) No cannon of statutory construction is more firmly, established than that the statute must be read as a whole. This is a general rule of construction applicable to all statutes alike which is spoken of as construction *ex visceribus actus*. This rule of statutory construction is so firmly established that it is variously styled as 'elementary rule' (See *Attorney General v. Bastow* [(1957) 1 All.ER 497]) and as a 'settled rule' (See *Poppatlal Shall v. State of - Madras* [1953 SCR 667 : AIR 1953 SC 274]). The only recognised exception to this well-laid principle is that it cannot be called in aid to alter the meaning of what is of itself clear and explicit. Lord Coke laid down that: 'it is the most natural and genuine exposition of a statute, to construe one part of a statute by another part of the same statute, for that best expresseth meaning of the makers' (Quoted with approval in *Punjab Breverages Pvt. Ltd. v. Suresh Chand* [(1978) 3 SCR 370 : (1978) 2 SCC 144 : 1978 SCC (L&S) 165])."

(xvii) In *Nyadar Singh v. Union of India* reported in AIR 1988 SC 1979, the Hon'ble Apex Court observed that ambiguity need not necessarily be a grammatical ambiguity, but one of the appropriateness of the meaning in a particular context.

(xviii) It is a well settled law of interpretation that "when the words of the statute are clear, plain or unambiguous, ie., they are reasonably susceptible to only one meaning, the Courts are bound to give effect to that meaning irrespective of consequences. Reference can be made to the decision of the Hon'ble Apex Court in *Nelson Motis v. Union of India* reported in AIR 1992 SC 1981.

(xix) In *M/s.Oswal Agro Mills Ltd., v. Collector of Central Excise and others* reported in 1993 Supp (3) SCC 716 = AIR 1993 SC 2288, the Hon'ble Apex Court held that, where the words of the statute are plain and clear, there is no room for applying any of the principles of interpretation, which are merely presumption in cases of ambiguity in the statute. The Court would interpret them as they stand.

(xx) In *Ombalika Das and Another vs. Hulisa Shaw* reported in (2002) 4 SCC 539, the Hon'ble Supreme Court at paragraph No.12, held as follows:

12...Resort can be had to the legislative intent for the purpose of interpreting a provision of law, when the language employed by the legislature is doubtful or susceptible of meanings more than one. However, when the language is plain and explicit and does not admit of any doubtful interpretation, in that case, we cannot, by reference to an assumed legislative intent, expand the meaning of an expression employed by the

enactment or a directory enactment. The difference being that an absolute enactment must be obeyed or fulfilled exactly, but it is sufficient if a directory enactment be obeyed or fulfilled substantially. No universal rule can be laid down as to whether mandatory enactments shall be considered directory only or obligatory with an implied nullification for disobedience. It is the duty of courts of justice to try to get at the real intention of the legislature by carefully attending to the whole scope of the statute to be construed. (Craies On Statute Law, 7th Edn. Pages 260-262). 10. Where a statute does not consist merely of one enactment, but contains a number of different provisions regulating the manner in which something is to be done, it often happens that some of these provisions are to be treated as being directory only, while others are to be considered absolute and essential; that is to say, some of the provisions may be disregarded without rendering invalid the thing to be done, but others not. (Craies On Statute Law, 7th Edn. Pages 266-267)."

(xxii) In *Nasiruddin v. Sita Ram Agarwal* reported in (2003) 2 SCC 577, the Hon'ble Supreme Court held as follows:

"35. In a case where the statutory provision is plain and unambiguous, the court shall not interpret the same in a different manner, only because of harsh consequences arising therefrom....

37. The court's jurisdiction to interpret a statute can be invoked when the same is ambiguous. It is well known that in a given case the court can iron out the fabric but it cannot change the texture of the fabric. It cannot enlarge the scope of legislation or intention when the language of the provision is plain and unambiguous. It cannot add or subtract words to a statute or read something into it which is not there. It cannot rewrite or recast legislation. It is also necessary to determine that there exists a presumption that the legislature has not used any superfluous words. It is well settled that the real intention of the legislation must be gathered from the language used.But the intention of the legislature must be found out from the scheme of the Act."

(xxiii) In *Mithilesh Singh vs. Union of India and others* reported in (2003) 3 SCC 309 at paragraph No.8, the Hon'ble Supreme Court, held as follows:

"8.....The intention of legislature is primarily to be gathered from the language used, and as a consequence a construction which results in rejection of words as meaningless has to be avoided. It is not a sound principle of construction to brush aside word (s) in a statute as being inapposite surplusage: if they can have appropriate application in circumstances conceivably within the contemplation of the statute. In the interpretation of statutes the Courts always presume that the Legislature inserted every part thereof for a purpose and the legislative intention is that every part of the statute should have effect. The Legislature is deemed not to waste its words or to say

themselves. The object of all interpretation is to discover the intention of Parliament, "but the intention of Parliament must be deduced from the language used", for it is well-accepted that the beliefs and assumptions of those who frame Acts of Parliament cannot make the law. If the words of the statute are themselves precise and unambiguous, then no more can be necessary than to expound those words in their ordinary and natural sense. Where the language of an Act is clear and explicit, the Court must give effect to it, whatever may be the consequences, for in that case the words of the statute speak the intention of the Legislature. Where the language is plain and admits of but one meaning, the task of interpretation can hardly be said to arise. The decision in a case calls for a full and fair application of particular statutory language to particular facts as found. It is a corollary to the general rule of literal construction that nothing is to be added to or taken from a statute unless there are adequate grounds to justify the inference that the Legislature intended something which it omitted to express. A construction which would leave without effect any part of the language of a statute will normally be rejected."

(xxv) In *State of Jharkhand v. Govind Singh* reported in (2005) 10 SCC 437, the Hon'ble Supreme Court held that,

"12. It is said that a statute is an edict of the legislature. The elementary principle of interpreting or construing a statute is to gather the mens or sententia legis of the legislature.

13. Interpretation postulates the search for the true meaning of the words used in the statute as a medium of expression to communicate a particular thought. The task is not easy as the "language" is often misunderstood even in ordinary conversation or correspondence. The tragedy is that although in the matter of correspondence or conversation the person who has spoken the words or used the language can be approached for clarification, the legislature cannot be approached as the legislature, after enacting a law or Act, becomes *functus officio* so far as that particular Act is concerned and it cannot itself interpret it. No doubt, the legislature retains the power to amend or repeal the law so made and can also declare its meaning, but that can be done only by making another law or statute after undertaking the whole process of law-making.

14. Statute being an edict of the legislature, it is necessary that it is expressed in clear and unambiguous language.....

15. Where, however, the words were clear, there is no obscurity, there is no ambiguity and the intention of the legislature is clearly conveyed, there is no scope for the court to innovate or take upon itself the task of amending or altering the statutory provisions. In that situation the judges should not proclaim that they are playing the role of

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(See Frankfurter: "Some Reflections on the Reading of Statutes" in Essays on Jurisprudence, Columbia Law Review, p. 51.)

16. It is true that this Court in interpreting the Constitution enjoys a freedom which is not available in interpreting a statute and, therefore, it will be useful at this stage to reproduce what Lord Diplock said in *Duport Steels Ltd. v. Sirs* [(1980 (1) All.ER 529] (All ER at p. 542c-d):

"It endangers continued public confidence in the political impartiality of the judiciary, which is essential to the continuance of the rule of law, if judges, under the guise of interpretation, provide their own preferred amendments to statutes which experience of their operation has shown to have had consequences that members of the court before whom the matter comes consider to be injurious to the public interest.

19. In *D.R. Venkatachalam v. Dy. Transport Commr.* [1977 (2) SCC 273] it was observed that courts must avoid the danger of a priori determination of the meaning of a provision based on their own preconceived notions of ideological structure or scheme into which the provision to be interpreted is somewhat fitted. They are not entitled to usurp legislative function under the disguise of interpretation."

(xxvi) In *Vemareddy Kumaraswamy Reddy v. State of A.P.*, reported in (2006) 2 SCC 670, the Hon'ble Supreme Court held that,

"12. It is said that a statute is an edict of the legislature. The elementary principle of interpreting or construing a statute is to gather the mens or sententia legis of the legislature. It is well-settled principle in law that the court cannot read anything into a statutory provision which is plain and unambiguous."

(xxvii) In *A.N.Roy Commissioner of Police v. Suresh Sham Singh* reported in AIR 2006 SC 2677, the Hon'ble Apex Court held that,

"It is now well settled principle of law that, the Court cannot change the scope of legislation or intention, when the language of the statute is plain and unambiguous. Narrow and pedantic construction may not always be given effect to. Courts should avoid a construction, which would reduce the legislation to futility. It is also well settled that every statute is to be interpreted without any violence to its language. It is also trite that when an expression is capable of more than one meaning, the Court would attempt to resolve the ambiguity in a manner consistent with the purpose of the provision, having regard to the great consequences of the alternative constructions."

(xxviii) In *Adamji Lookmanji & Co. v. State of Maharashtra* reported in AIR 2007 Bom. 56, the Bombay High Court held that, when the words of statute are plain, plain, unambiguous, and

(xxix) In Visitor Amu v. K.S.Misra reported in 2007 (8) SCC 594, the Hon'ble Supreme Court held that,

"It is well settled principle of interpretation of the statute that it is incumbent upon the Court to avoid a construction, if reasonably permissible on the language, which will render a part of the statute devoid of any meaning or application. The Courts always presume that the legislature inserted every part thereof for a purpose and the legislative intent is that every of the statute should have effect. The legislature is deemed not to waste its words or to say anything in vain and a construction which attributes redundancy to the legislature will not be accepted except for compelling reasons. It is not a sound principle of construction to brush aside words in a statute as being in apposite surplusage, if they can have appropriate application in circumstances conceivably within the contemplation of the statute."

(xxx) In Mohd. Shahabuddin v. State of Bihar, reported in (2010) 4 SCC 653, the Hon'ble Supreme Court held that,

"179. Even otherwise, it is a well-settled principle in law that the court cannot read anything into a statutory provision which is plain and unambiguous. The language employed in a statute is a determinative factor of the legislative intent. If the language of the enactment is clear and unambiguous, it would not be proper for the courts to add any words thereto and evolve some legislative intent, not found in the statute. Reference in this regard may be made to a recent decision of this Court in Ansal Properties & Industries Ltd. v. State of Haryana [2009 (3) SCC 553]

180. Further, it is a well-established principle of statutory interpretation that the legislature is specially precise and careful in its choice of language. Thus, if a statutory provision is enacted by the legislature, which prescribes a condition at one place but not at some other place in the same provision, the only reasonable interpretation which can be resorted to by the courts is that such was the intention of the legislature and that the provision was consciously enacted in that manner. In such cases, it will be wrong to presume that such omission was inadvertent or that by incorporating the condition at one place in the provision the legislature also intended the condition to be applied at some other place in that provision."

(xxxi) In Satheedevi v. Prasanna reported in (2010) 5 SCC 622, the Hon'ble Supreme Court held as follows:

"12. Before proceeding further, we may notice

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two well-recognised rules of interpretation of statutes. The first and primary rule of construction is that the intention of the legislature must be found in the words used by the legislature itself. If the words used are capable of one construction, only then it would not be open to the courts to adopt any other hypothetical construction on the ground that

arise—Kanai Lal Sur v. Paramnidhi Sadhukhan [AIR 1957 SC 907]

13. The other important rule of interpretation is that the court cannot rewrite, recast or reframe the legislation because it has no power to do so. The court cannot add words to a statute or read words which are not there in it. Even if there is a defect or an omission in the statute, the court cannot correct the defect or supply the omission - Union of India v. Deoki Nandan Aggarwal [1992 Supp (1) SCC 323] and Shyam Kishori Devi v. Patna Municipal Corpn. [AIR 1966 SC 1678]"

(xxxii) In Sri Jeyaram Educational Trust & Ors., v. A.G.Syed Mohideen & Ors. reported in 2010 CIJ 273 SC (1), the Hon'ble Apex Court held that,

"6. It is now well settled that a provision of a statute should have to be read as it is, in a natural manner, plain and straight, without adding, substituting or omitting any words. While doing so, the words used in the provision should be assigned and ascribed their natural, ordinary or popular meaning. Only when such plain and straight reading, or ascribing the natural and normal meaning to the words on such reading, leads to ambiguity, vagueness, uncertainty, or absurdity which were not obviously intended by the Legislature or the Lawmaker, a court should open its interpretation tool kit containing the settled rules of construction and interpretation, to arrive at the true meaning of the provision. While using the tools of interpretation, the court should remember that it is not the author of the Statute who is empowered to amend, substitute or delete, so as to change the structure and contents. A court as an interpreter cannot alter or amend the law. It can only interpret the provision, to make it meaningful and workable so as to achieve the legislative object, when there is vagueness, ambiguity or absurdity. The purpose of interpretation is not to make a provision what the Judge thinks it should be, but to make it what the legislature intended it to be."

(xxxiii) In Delhi Airtech Services (P) Ltd. v. State of U.P., reported in (2011) 9 SCC 354, the Hon'ble Supreme Court, while dealing with a provision under Section 17(3-A) of the Act, held that,

"55. It is well settled as a canon of construction that a statute has to be read as a whole and in its context. In Attorney General v. Prince Ernest Augustus of Hanover [1957 AC 436], Lord Viscount Simonds very elegantly stated the principle that it is the duty of court to examine every word of a statute in its context. The learned Law Lord further said that in understanding the meaning of the provision, the Court must take into consideration "not only other enacting provisions of the same statute, but its preamble, the existing state of the law, other statutes in pari materia, and the mischief which I can, by those and other legitimate means, discern that the statute was

prescribes only for registration of the documents which deal with lands owned by the temple or the religious institution alone can be registered. The petitioner is yet to specify that the required property belongs to a temple. In the absence of anything to the contrary, the court cannot hold that the settlement deed has been registered in violation of Section 22-A (1) (ii) of the Registration Act, 1908, which reads as under:

22-A. Refusal to register certain documents. - Notwithstanding anything contained in this Act, the registering officer shall refuse to register any of the following documents, namely:-

(1) instrument relating to the transfer of immovable properties by way of sale, gift, mortgage, exchange or lease, -

(i).....

(ii) belonging to, or given or endowed for the purpose of any religious institution to which the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959 (Tamil Nadu Act 22 of 1959) is applicable;

9. In view of the above discussion, the writ petition is not maintainable and the same is dismissed. It is however, open to the petitioner to file a suit to get title of the suit declared and then seek for an injunction. No costs. Consequently, the connected writ miscellaneous petition is closed.

Sd/-

Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

Asr

To

1. The Secretary
Government Tamil Nadu
Revenue Department
Fort St. George
Chennai - 600 009.

2.The District Collector
Erode District, Erode.

3.The Revenue Tahsildar
Kodumudi Taluk
Erode District.

4.The Commissioner
Hindu Religious and Charitable Endowment Department
Nungambakkam
Chennai - 600 034.

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5.The Asst. Commissioner
Hindu Religious and Charitable Endowment Department
Erode District, Erode.

6.The Sub Registrar
Kodumudi, Erode.