



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 19.01.2022

CORAM

THE HON'BLE MR. JUSTICE M.SUNDAR

W.P(MD)Nos.17092 and 19582 of 2016

and

W.M.P. (MD)Nos.12401, 14122, 14192 of 2016 and 15327 of 2017

Kongu Educational Trust,
Rep. by its Chairman
M.Nachimuthu

... Petitioner
(in both W.Ps)

Vs.

1.The Commissioner,
Hindu Religious and
Charitable Endowment Department,
Chennai.

2.The Joint Commissioner,
Hindu Religious and
Charitable Endowment Department,
Trichy Division, Trichy.

3.The Hereditary Trustee,
A/M Balasubramaniaswamy Temple,
Vennaiimalai, Karur Taluk and District.

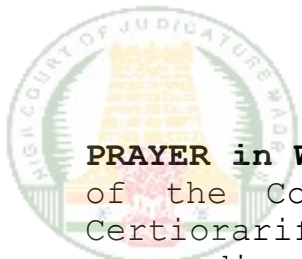
4.The Executive Officer,
A/M Balasubramaniaswamy Temple,
Vennaiimalai, Karur Taluk and District.

... Respondents
(in both W.Ps)

5. The District Registrar,
O/o. District Registration Department,
Karur.

... Respondent
in W.P(MD) No.19582 of 2016

PRAYER in W.P(MD) No.17092 of 2016: Petition filed under Article 226 of the Constitution of India, for the issuance of a Writ of Certiorarified Mandamus, calling for the records of the fourth respondent's impugned communications dated 02.12.2015 and 28.06.2016 and quash the same as illegal, arbitrary, without the authority of law and against the provisions of the Tamil Nadu Hindu Religious and Charitable Endowment Act, 1959 and the circular of the first respondent herein bearing Na.Ka.No.40651/2008/M3/Dated 02.02.2009.



PRAYER in W.P(MD) No.19582 of 2016: Petition filed under Article 226 of the Constitution of India, for the issuance of a Writ of Certiorarified Mandamus, calling for the records of the impugned proceedings of the Joint Committee dated 12.02.2015 comprising of respondents 3 to 5 and the consequential proceedings of the second respondent in Se.Mu.Pa.Mu.No.1795/2015/A2 dated 12.02.2015 fixing the fair rent and quash the same as illegal, arbitrary, without the authority of law and against the provisions of the Tamil Nadu Hindu Religious and Charitable Endowment Act, 1959 and consequentially forbearing the respondents herein from interfering with the peaceful possession and enjoyment of the property by the petitioner without following the due process of law.

For Petitioner : Mr.V.Srikanth
for Mr.R.S.Pandiya Raj
(in both W.Ps)

For Respondents : Mr.M.Lingadurai,
Spl. Govt. Pleader for R1 & R2
and for R5 in W.P(MD) No.19582/16
**(*)Mr.V.R.Shanmuganathan learned counsel
representing Mr.P.Aathimoolapandian,
learned counsel on record for R4**

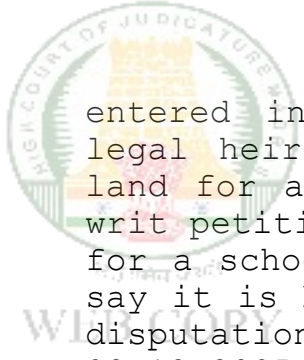
(in both W.Ps)
No Appearance for R3 (in both W.Ps)

COMMON ORDER

This common order will govern the captioned two main writ petitions and the captioned writ miscellaneous petitions (WMPs) thereat.

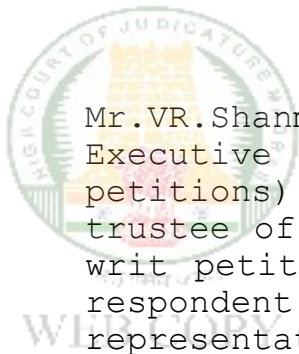
2. In this order, W.P(MD) No.17092 of 2016 shall be referred to as I-WP and W.P(MD) No.19582 of 2016 shall be referred to as II-WP (both for the sake of convenience and clarity).

3. Factual matrix in a nutshell containing facts that are imperative for appreciating this order are; that 'Arulmigu Balasubramaniaswamy Thiru Koil, Manmangalam Taluk, Karur District' ('said Temple' for the sake of convenience and clarity) is the subject matter of the captioned writ petitions; that a vast extent of 'land admeasuring 7.81 acres or thereabouts situate in Survey No.269 in Kadhapparai Village in Manmangalam Taluk, Karur District' ('demised land' for the sake of convenience and clarity) admittedly belongs to said Temple; that lease, fixation of lease rent for said demised land and disputation qua the same is the central theme of the lis in the captioned writ petitions; that the writ petitioner has been described as a Trust; that this Court is informed that writ petitioner Trust is running a School; that writ petitioner Trust



entered into a registered lease agreement dated 19.06.1995 with legal heirs of one late Ramasamy Gounder taking on sublease said land for a period of thirty years; that this Court is informed by writ petitioner that said demised land is being used as a playground for a school run by the writ petitioner Trust, but the respondents say it is being used as a car park (to be noted, this is a factual dispute); that post sublease there was a communication dated 08.12.2005 from hereditary trustee of said Temple to the writ petitioner calling upon the writ petitioner to disclose the rent that is being paid qua demised land and saying that no construction should be put up; that writ petitioner replied vide communications dated 20.12.2005, 29.06.2005; that thereafter vide proceedings dated 28.11.2008 and 17.08.2001, lease rent was quantified qua demised land; that the lease rent for the period from 01.07.2008 to 30.06.2011 was Rs.4130/- per month; that the writ petitioner received a communication dated 02.12.2015 from the Executive Officer of said Temple saying that lease rent for demised land has been fixed at Rs.2,04,122/- per month and calling upon the writ petitioner to pay arrears computed at this rate of Rs.2,04,122/- lakhs per month; that the writ petitioner responded vide communication dated 04.01.2016 addressed to the Executive Officer of said Temple but receipt of this communication is disputed by the Executive Officer of said Temple (there shall be some discussion on this infra); that thereafter the Executive Officer of said Temple sent a communication dated 28.06.2016 calling upon the writ petitioner to pay arrears which by then had swelled to a little over Rs.37.99 lakhs; that in the typed set of papers filed along with the counter-affidavit/vacate stay WMP in I-WP, writ petitioner came to know that Lease Rent Fixation Committee had fixed lease rent for demised land on 12.02.2015; that on same 12.02.2015, the jurisdictional Joint Commissioner of the 'Tamil Nadu Hindu Religious & Charitable Endowments Department' (hereinafter referred to as 'TNHR&CE Dept' for the sake of convenience and clarity) had written a letter about this fixation of lease rent; that on coming to know about the fixation of lease rent on 12.02.2015, II-WP was filed by writ petitioner assailing 12.02.2015 lease rent fixation proceedings and 12.02.2015 communication from jurisdictional Joint Commissioner; that when the I-WP was moved, this Court granted a blanket stay qua lease rent vide an interim order dated 09.09.2016 in WMP(MD) No.12401 of 2016; that thereafter in and by a further interim order dated 21.09.2017, this Court directed 50% of the arrears as on that day to be deposited; that this Court is informed that such deposit has since been made; that the interim order is operating; that post completion of pleadings captioned writ petitions and WMPs thereat are now before this Court.

4. Mr.V.Srikanth, learned counsel appearing on behalf of counsel on record for writ petitioner in both the captioned writ petitions, Mr.M.Lingadurai, learned Special Government Pleader on behalf of the Commissioner, Joint Commissioner of TNHR&CE Dept and Registrar, Karur (fifth respondent in II-WP),



Mr.VR.Shanmuganathan, learned private counsel appearing on behalf of Executive Officer of said Temple (fourth respondent in both writ petitions) are before this Court. To be noted, the hereditary trustee of said Temple has been arrayed as third respondent in both writ petitions, hereditary Trustee has been duly served, the third respondent is shown in the cause list, but there is no representation. This Court is informed that the third respondent has not entered appearance through any counsel. Service and pleadings are duly completed and therefore with the consent of all the counsel, both the captioned writ petitions were taken up heard out.

5. As would be evident from the factual matrix in a nutshell set out supra, there are two impugned proceedings in each of the writ petitions. The facts being common and the entire issue arising out of one bundle of facts, learned counsel for writ petitioner in his campaign against the impugned orders, notwithstanding very many averments in the writ affidavit and several grounds raised in writ affidavit made pointed submissions, a summation of which is as follows:

(a) The first impugned order in I-WP dated 02.12.2015 does not contain any annexures. The writ petitioner nonetheless sent objections dated 04.01.2016 but a demand dated 28.06.2016 was made without considering the objections;

(b) On coming to know about the lease rent fixation on 12.02.2015 vide counter and typed set papers of I-WP and a communication qua the same vide a letter of the jurisdictional Joint Commissioner (JC for brevity), II-WP was filed assailing the 12.02.2015 lease rent fixation and communication of JC;

(c) The lease rent fixation is bad as it has taken 0.30 percentage of the value as indicia qua demised land whereas it should have been 0.10% as the demised land is being used by a educational institution and if the writ petitioner had been given an opportunity before fixation of lease rent, the writ petitioner would have *inter-alia* raised this point;

(d) No opportunity qua lease rent fixation has been given to writ petitioner and therefore there is an infraction of **Angala Parameswari** principle being observations in **Arulmigu Angala Parameswari and Kasivishwanathaswami Temple Adimanaiveal House Owners Assn. v. State of Tamil Nadu**, reported in (2009) 6 CTC 512 case law resulting in NJP (Natural Justice Principle) violation.

6. In response to the above submissions, learned State counsel made submissions, a summation of which is as follows:

(a) The very occupation of demised land by writ



petitioner is illegal as the writ petitioner has entered into a sublease with lessees (with no consent or permission to sublet) under said Temple which is impermissible. Therefore, writ petitioner cannot now be heard to contend that there is infraction of *Angala Parameswari* principle or claim as a matter of right qua the status and legal character of a lessee;

(b) On instructions, it was also submitted that proceedings under section 78 of 'the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959' (hereinafter referred to as 'TNHR&CE Act' for brevity) have already been kick-started;

(c) The writ petitioner is not running a free school and it will be evident even from the 04.01.2016 communication (receipt of which disputed by the Executive Officer of said Temple) that the writ petitioner is in fact charging fees from the students. Therefore, writ petitioner does stand to gain by using demised land of said Temple. In other words, writ petitioner is exploiting the demised land and generating income;

(d) The arrears of rent as of now is over Rs.1.50 crores and that is one of the grounds which have resulted in kick-starting proceedings under Section 78 of TNHR&CE Act qua the deeming fiction by which even a lessee put in possession legally and legitimately would become an encroacher on termination, cancellation or efflux of time. This is an argument on a demurrer without prejudice to the contention that the occupation of demised land by the writ petitioner itself is illegal;

(e) There is alternate remedy available to the writ petitioner vide Section 34-A(3) of TNHR&CE Act, the writ petitioner has bypassed the same, come to this Court, obtained an interim order and is squatting for several years on the demised land of said Temple which is a vast extent of land admeasuring 7.81 acres.

7. Mr.VR.Shanmuganathan, learned private counsel appearing on behalf of counsel on record for the Executive Officer of said Temple made submissions, a summation of which is as follows:

(a) *Angala Parameswari* principle does not say that the writ petitioner should be given an opportunity before fixation of lease rent. The Executive Officer has discretion qua lease rent fixed by the Committee and communicate the same to the lessee, thereafter the lessee can send objections (if any). In the case on hand, on 04.01.2016 objections were never received by the Executive Officer. Though it is addressed to the



Executive Officer, even according to what has been placed before this Court, the acknowledgment appears to be made only by some one who has described himself / herself as 'எழுத்தர்'. Receipt of 04.01.2016 communication is categorically denied. In any event, this communication does not raise any objection of any substance. It was pointed out that the position that no objections were received has been articulated in paragraph 10 of the counter-affidavit which has been used to support the vacate stay WMP;

(b) The Natural Justice Principle (NJP) point is well answered by 02.12.2009 clarification and this is being recorded in *Angala Parameswari* case itself. In the case on hand, the writ petitioner not having chosen to respond to the 02.12.2015 communication from the Executive Officer (first impugned order in I-WP) cannot now make a complaint about 12.02.2015 lease rent fixation proceedings and Joint Commissioner's communication (first and second impugned orders in II-WP) as *Angala Parameswari* principle even if applied to the case on hand stands satisfied;

(c) Learned counsel pressed into service an order dated 09.12.2021 made by this Court in W.P(MD) No.20031 of 2013 (***MK.M.Muthusamy's case***) arising out of Section 34-A proceedings, wherein writ petitioner was relegated to alternate remedy.

8. By way of reply submissions, learned counsel appearing on behalf of counsel for writ petitioner submitted as follows:

(a) Lease rent fixation having been made on 12.02.2015 has been communicated ten months later only on 02.12.2015;

(b) The order of this Court dated 09.12.2021 in W.P (MD) No.20031 of 2013 (***MK.M.Muthusamy's case***) is clearly distinguishable as that is a case where the writ petitioner himself by his own volition took a stand that he is going to convert the demised land into plots.

9. This Court carefully considered the aforementioned rival submissions. The discussion and dispositive reasoning is as follows:

(a) At the outset, in the pleadings as well as in the proceedings, the term 'fair rent' in English and 'நியாய வாடகை' in Tamil have been used. The proceedings admittedly turn on Section 34-A of TNHR&CE Act, therefore it is not 'fair rent' or 'நியாய வாடகை' but it is 'lease rent' i.e., 'குத்தகை வாடகை'. The caption of Section 34-A of TNHR&CE Act itself makes this clear as it reads '**Fixation of lease rent**'. Jurisprudentially, there is a difference between 'fair rent' and 'lease rent'. Fair rent is a term used in



erstwhile Rent Control Act i.e., the *Tamil Nadu Buildings (Lease and Rent Control) Act, 1960* vide Section 4 and a specific formula is laid down there for computation of rent qua tenancies. Lease rent is a concept which was brought into the TNHR&CE Act on and from 10.05.2003 by way of an amendment and TNHR&CE Act is not only a special statute but is also a self contained code as held in a long line of authorities i.e., catena of case laws where this Court has taken a clear categoric, unambiguous view that TNHR&CE Act is a self contained Code and an illustrative but not exhaustive list of this line of case laws is as follows:

(i) In *R.Lakshmi Narasimha Bhattar v. The Commissioner, HR&CE* case, reported in 2011 SCC On Line Mad 2474, while inter-alia dealing with a honour (during 'Viswaroopu Dharsanam' in Arulmigu Aranganatha Swamy Thirukovil Srirangam, Trichy) and while referring to earlier orders vide Chapter V inquiry proceedings after holding that remedy is by way of statutory revision under Section 21, a learned Single Judge held that TNHR&CE Act is a self contained code. Most relevant portions are contained in paragraphs 25 and 27 and the same read as follows:

Relevant portion in paragraph 25:

'...Ultimately, if at all the petitioner's grievance to establish an honour attached to his office if any held it can be gone into only by instituting a proceedings under Section 63(e) of the TN HR&CE Act followed by a suit under Section 70(1) and a further appeal to this court under section 70(2) of the Act. Merely accusing the Joint Commissioner cum Executive Officer as biased or contending that the remedy by way of revision need not be availed since the Joint Commissioner cum Executive Officer has no jurisdiction to pass orders cannot be countenanced by this court.

Paragraph 27:

27. In fact the petitioner's hereditary right to receive honour is seriously under challenge by the temple management by relying upon the Tamil Nadu Act 2/1971 and also the allegation was that Rengesa Prohida service is done only by temple servants and hereditary succession over such Kaingaryams is not recognised under law. The so-called custom pleaded was also broken many times and reading of Panchangam was done by other families. All the more reasons, the petitioner has to only approach the authority under the Act

and cannot bypass the Act. The Act is the self



contained code. Only after exhausting all the remedies, a statutory appeal to this court is available over the action of the authorities. Under these circumstances, W.P.(MD) Nos. 9202 and 9263 of 2011 are also liable to be rejected.'

(Underlining made by this Court for ease of reference)

(ii) As there are long line of authorities as alluded to supra for the proposition that TN HR&CE Act is a self contained Code, this Court deems it appropriate to give a list of case laws alone in order to avoid this order becoming verbose, which is as follows:

(i) order dated 21.06.2016 in W.P(MD) No.10840 of 2016 vide *V.Subramanian v. The Joint Commissioner, HR&CE Department* case [Paragraph 7];

(ii) *Palanichamy v. The Commissioner, HR&CE Department* case, reported in 2016 SCC OnLine Mad 21977 [Paragraph 30];

(iii) *M/s.Temple Worshippers Society v. Government of Tamil Nadu* reported in 2017 SCC OnLine Mad 7178 [Paragraph 5(i)];

(iv) order dated 09.11.2021 in W.P.(MD) No.20109 of 2021 vide *R.S.Mani v. The Joint Commissioner* [Paragraph 11];

(v) order dated 26.04.2019 made in W.P(MD) No.10392 of 2019 reported in 2019 SCC OnLine Mad 10975 (*C.Rajamohan Vs. Commissioner and another*) [Paragraph 2].

(b) Therefore, this Court proceeds on the basis that it is a case of fixation of lease rent under Section 34-A of TNHR&CE Act and disputation to the same. The arguments made by counsel on either side which has been captured supra will make it clear that if reduced to bare bones, the bone of contention is NJP or in other words, the writ petitioner not being given an opportunity to object qua fixation of lease rent for demised land belonging to said Temple. In this regard, the NJP facet is dealt with in paragraphs 14 to 17 of *Angala Parameswari* case law. In fact these four paragraphs have been clearly captioned Plea Regarding Natural Justice. Paragraphs 14 to 17 of *Angala Parameswari* read as follows:

14. *Plea Regarding Natural Justice: The provision as it stands affords no opportunity to the lessee before the rent is fixed. It is at the time of the Appeal that hearing is provided. In Chemplast Sanmar Limited v. The Appellate Authority, Tamil Nadu Pollution Control Board, 2008 (4) CTC 793, the Division Bench held, -*



"..... In any event, as stated by Sir William Wade, when Natural Justice was violated at the first stage, it cannot be held that a fair Appeal can cure such an unfair Trial. In this context, the decision of the Hon'ble Supreme Court reported in *Institute of Chartered Accountants of India v. L.K. Ratna*, AIR 1987 SC 71, assumes greater significance inasmuch as an Appeal cannot be an overall substitute in respect of the breach of fundamental procedure committed in the original proceedings. To strengthen the above principle, an English decision reported in *Leary v. National Union of Vehicle Builders*, 1971 Chncellory 34, can be aptly quoted, wherein Megarry, J., has held that, as a general rule, a failure of Natural Justice in the trial body cannot be cured by a sufficiency of Natural Justice in the Appellate body."

Applying the above well established principles to the case on hand, the violation of Principles of Natural Justice which had occurred at the level of the original authority cannot be said to have been cured at the level of the Appellate Authority. We have, therefore, no hesitation to hold that the order of the First Respondent cannot be said to have set right the violation committed at the level of the original authority. Since the Petitioner is entitled to substantiate its stand that the consent obtained by it in the order dated 5.5.2006/16.11.1998 was passed on the real claim that the existing power plant operated by diesel is going to be operated in future by the usage of coal and that the same cannot be construed as a new power plant, in all fairness, the First Respondent after reaching the conclusion that the Pollution Control Board breached the Principles of Natural Justice ought to have set aside the order dated 22.1.2008 and remitted the matter back to the Pollution Control Board for fresh hearing....."

15. The grievance regarding lack of opportunity must be accepted. We agree with the view expressed in *Chemplast Sanmar* case. But, this defect is cured by the proceedings dated 2.2.2009. Originally by proceedings in Na. Ka. NO. 40651/2008/M3 dated 18.7.2008, the Government laid down guidelines for determination of lease rent and also directed that the Executive Officer should inform the lessee, the lease rent as determined as per Section 34-A(2) of the Act.



The Government also noted the fact that though Section 34-A of the Act had come into force on 10.11.2003, certain guidelines had not been followed by the committee, while determining the lease rent and the defects are as follows:

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1. சட்டப்பிரிவு 34ஏ-ன் கீழான வாடகை நிர்ணயக் குழுவால் நியாய வாடகை நிர்ணயம் செய்யப்படுவதில்லை.
2. சில இனங்களில் செயல் அலுவலர்/அறங்காவலர், உதவி கோட்டப் பொறியாளர் ஆகியோர்களால் மட்டுமே வாடகை நிர்ணயித்து அறிக்கை அனுப்பப்படுகிறது.
3. பல இனங்களில், மாவட்டப் பதிவாளரின் இசைவுடன் வாடகை நிர்ணயம் செய்யப்படுவதில்லை.
4. சந்தை மதிப்பினை கருத்தில் கொள்ளாமல், வழிகாட்டி மதிப்பின் படி நியாயவாடகை கணக்கீடு செய்யப்படுகிறது.
5. அரசாணை எண் 353 நாள் 4.6.1999 மற்றும் அரசாணை எண் 456 நாள் 9.11.2007 ஆகியவற்றில் தெரிவிக்கப்பட்ட வழி முறைகளைக் கடைப்பிடிக்காமலே வாடகை நிர்ணயம் செய்யப்பட்டு வருகிறது.
6. அரசாணை எண் 353 நாள் 4.6.1999 "பத்தி VIII-அ"-ல் தெரிவிக்கப்பட்டவாறு வீடுகள் காலிமனைகள்/கடைகள்/குத்தகை/வாடகையினை "வாடகை நிர்ணயக்குழு" மூலம் நிர்ணயம் செய்யப்பட்டு அறங்காவலர் குழுவின் பரிசீலனையுடன் அந்தந்த இணை ஆணையர்களால் அங்கீகரிக்கப்படுவதில்லை..
7. அரசாணை எண் 353 நாள் 4/6/1999-ல் IX-வது பத்தியில் தெரிவித்தவாறு மூன்றாண்டுகளுக்கு ஒருமுறை வாடகை உயர்வினை "வாடகை நிர்ணயக் குழு" வின் மூலம் உயர்த்தப்படுவதில்லை.
8. வாடகை நிர்ணயக் குழுவால் நிர்ணயம் செய்யப்படும் வாடகையினை கணக்கீட்டுத்தொகுடன் வாடகைதாரர்களுக்கு அனுப்பி ஒப்புதல் பெறுவதில்லை".

16. The Government also noted that if guidelines are not followed, then the lease rent fixed by the Committee is quashed either in Appellate proceedings or by proceedings before the High Court wherein deficiency are pointed out. It was also noted that this only leads to the delay and loss to the lease rent for the temple and therefore, three strict guidelines were issued and it was also indicated that if they were not followed, stringent action would be initiated. Following this, further proceedings dated 2.2.2009 as per which, additional and clarificatory guidelines were issued and therefore, it is found that opportunity of raising objections is given to the lessee. The proceedings dated 2.2.2009 reads as follows:



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1. வாடகை நிர்ணயக் குழுவால் நிர்ணயம் செய்யப்படும் வாடகையினை கணக்கிட்டுத்தாருடன் வாடகைதாரர்களுக்கு அனுப்புதல் வேண்டும்.
2. கணக்கிட்டுத்தாளில் நிர்ணயிக்கப்பட்டுள்ள வாடகை, இடத்தின் பரப்பளவு, கட்டத்தின் பரப்பளவு, நிலமதிப்பு, குடியிருப்பு/வணிகத்தன்மை, வாடகை சதவீதம், புதிய வாடகை ஆகியவை குறித்து ஆட்சேபணைகள் எதுமிருப்பின், அதனை மெய்ப்பிக்கும் ஆவணங்களுடன், ஒருவர காலத்திற்குள் மனுதாரர்கள் பதிலை அனுப்புதல் வேண்டுமென வாடகைதாரர்களுக்கு அறிவிப்பு அனுப்பப்படல் வேண்டும்..
3. மேலே குறிப்பிட்ட விசாரணைக்கு வாடகைதாரர்கள் நேரடியாக வரவேண்டுமென வலியுறுத்த தேவையில்லை. அவர்களிடமிருந்து பதிலைப் பெற்று பரிசீலித்தாலே போதுமானது..
4. மேற்குறிப்பிட்டபடி வாடகைதாரர்களிடமிருந்து பெறப்படும் பதில், வாடகை நிர்ணயக்குழுவால் பரிசீலிக்கப்பட வேண்டும் .
5. உரிய காலத்திற்குள் பதில் ஏதும் வரவில்லையெனில். இருக்கும் ஆவணங்களின் அடிப்படையில், நியாய வாடகை நிர்ணயம் செய்திட பரிசீலிக்கப்படவேண்டும் .
6. பரிசீலனையின் அடிப்படையில் உரிய விவரங்களை பதிவு செய்து, இறுதியான வாடகை நிர்ணய உத்தரவினை வாடகைதாரர்களுக்கு வழங்கி ஒப்புதல் பெற வேண்டும் மேற்காணும் அறிவுரையின் படி, வாடகைதாரர்களுக்கு, வாடகை உயர்வு குறித்து அறிவிப்பு அனுப்பி ஆட்சேபணைகள் பெற்று இறுதியாக வாடகை நிர்ணயம் செய்வதன் மூலம், வாடகைதாரர்கள் நீதிமன்றத்தை அணுகி வழக்குகள் தொடுப்பதை தவிர்க்கலாம் எனவும் தெரிவிக்கப்படுகிறது. இச்சற்றறிக்கையினை பெற்றுக் கொண்டமைக்கான ஒப்புதலை இவ்வலுவலகத்திற்கு அனுப்ப அனைத்து சார்நிலை அலுவலர்களும் கேட்டுக் கொள்ளப்படுகிறார்கள்” .

17. It was clarified that it is not necessary for the lessees to appear in person and that it is sufficient for them to submit their written objections to the temple authorities, who will take note of the objection before fixing the final rent and then it will go before the committee which will pass the order as per sub-section (2) of Section 34-A of the Act for fixing the lease rent and intimate the same to the lessee. Therefore, the Committee consisting of the Joint Commissioner and the Executive Officer or trustees or Chairman of the Board of Trustees as the case may have to take note of the prevailing market value and the guidelines and then they will fix the lease rent or re-fix the lease rent as the case may be once in three years. The explanation to sub-section (1) of Section 34-A of the Act also makes it clear that what is meant by 'prevailing market value'. The Executive Officer, thereafter, shall fix the lease rent. He is given the discretionary power to take note of what the Committee had recommended and then he shall fix the lease rent and intimate the same to the lessee. By virtue of the circular extracted



above, the evidence submitted by the lessee will form part of the material for determining the lease rent. Therefore, we are of the opinion that lessees have been given sufficient opportunity to place before the committee the materials regarding fair rental value and it is only thereafter, that the lease rent would be fixed. Therefore, the Complaint that Principle of Natural Justice is violated, has been answered by the proceedings dated 2.2.2009. The direction contained therein shall be compulsorily followed.'

(c) The penultimate paragraph of *Angala Parameswari* is also relevant, the same is paragraph 25 and it reads as follows:

'25. In view of the proceedings dated 2.2.2009, it is clear that the Government intends to give an opportunity to the lessees before the rent is fixed. Therefore, Writ Petitioner is given one week time from the date of receipt of copy of this order to give their objections supported by whatever documents they have in their possession and on receipt of the same, the authorities may fix or re-fix the lease rent in accordance with law.'

(d) In the light of the aforementioned excerpted relevant portions of *Angala Parameswari* case law, there can be no doubt or difficulty in accepting the submissions of learned private counsel for Executive Officer that there is no concept of giving opportunity before fixation of lease rent. It is clear that the lease rent has to be communicated to the tenant and thereafter, if the tenant/lessee objects to the same that has to be considered. In this case, the 04.01.2016 objections of the writ petitioner has become subject matter of disputation as alluded to supra. A copy of 04.01.2016 objections has been placed before this Court and a scanned reproduction of the same is as follows:



KONGU EDUCATIONAL TRUST 40

258 A, M.G. Road, Vayalur Nagar, KARUR - 639 002. Phone : 04324 - 237430

(Kongu Velalar Matric Higher Secondary School, Karur - 2.)

(Kongu College of Arts & Science, Dheeran Chinnamalai Nagar, Vennaimalai, Karur - 6.)

(Kongu Hr. Sec. School, Dheeran Chinnamalai Nagar, Vennaimalai, Karur - 6.)

(4.0).2016

Chairman:

M. NACHIMUTHU

Off : 274303, 274404
Res : 241505, 241608
Cell : 98431 - 30404
98049 - 00555

தலைப்புதல்

கொங்கு கல்வி அறக்கட்டளை
கொள்ளைமலை
கருர் மாவட்டம்

Chairman:

V. VEERAPPAN

Off : 232232, 231996
Res : 234242
Cell : 98944 56230

பெருதல்

கொங்கு அறக்கட்டளை
கருர் மாவட்டம், பாவையம்மாபாளையம் கல்வி திருக்கோயில்
கொள்ளைமலை
கருர்

Secretary:

R. MANOHARAN

Off : 230718, 230318
Res : 236107
Cell : 98430 - 38118

கொங்கு : திருக்கோயில் நிலம் - கொங்கு கல்வி
அறக்கட்டளைக்கு ஒதுக்கத்தக்கவிதில் - தருள்கிற
பார்வையிலிருந்து கல்வி திருக்கோயில்
கொள்ளைமலை, கருர் மாவட்டம் - தொட்பாது

பார்வை : அறக்கட்டளை பாவையம்மாபாளையம் கல்வி திருக்கோயில்,
கொள்ளைமலை, கருர் மாவட்டம், கொங்கு அறக்கட்டளை
கருர் தேதி 02/11/2015

Secretary:

P. VASUDEVAN

Off : 232103
Res : 233011
Cell : 98431 - 32103

கொங்கு கல்வி அறக்கட்டளை கொள்ளைமலை கருர்
மாவட்டம் ஒரு கல்வி அறக்கட்டளை ஆகும் இதில் 250 பேர்
அறக்கட்டளையின் அங்கத்தினர்களாக உள்ளனர். ஒவ்வொரு
மாணவர்களுக்கும் குறைந்த கட்டணத்தில் கல்வி கற்பிப்பதற்காக
ஒதுக்கி வைக்கப்பட்டிருக்கின்ற அறக்கட்டளை ஆகியிருந்ததே இதில் இருந்து
இன்று வரை செலவாகி வருகிறது. அது விவரம்
நோக்கத்துக்காக வரம்பு பெற ஏற்பட்டு தலைவர்

Secretary:

L. JAYAPALAN

Off : 263285, 263095
Res : 240695, 240695
Cell : 94431 - 30285

கொங்கு கல்வி அறக்கட்டளைக்கு செலுத்தப்படும்
கல்வி நிர்வாகத்துக்கு அரசு உத்தரவினை பின்பிட்டு ஒரு விவரப்படுத்த
மைதிரை நிர்வாகம் என்ற நிர்வாகத்தின் பின்பிட்டு தங்கள்
கமிட்டியின் கடைசியான கருவியை பின்பிட்டு 200 ஆம் 7
ஏப்ரல் 81 சென்ட் நிலம் விவரப்படுத்தி மைதிரைக்காக செலுத்த
திருக்கோயில் கட்டண வட்டமாக ஒப்பந்தம் ஏற்படுத்தி முதலில்
செலுத்த முத்திரை செயல்படுத்தப்படும் உத்தரவினை மாற்ற



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Chairman:
M. NACHIMUTHU
Off : 274303, 274404
Res : 241505, 241506
Cell : 98431 - 30404
98446 - 00505

Vice - Chairman:
V. VEERAPPAN
Off : 232212, 234986
Res : 234242
Cell : 98044 99226

Secretary:
R. MANOHARAN
Off : 232118, 232019
Res : 236107
Cell : 98430 - 36118

Joint - Secretary:
P. VASUDEVAN
Off : 232100
Res : 233011
Cell : 98431 - 32100

Treasurer:
N. JAYAPALAN
Off : 263355, 263360
Res : 240685, 240686
Cell : 94431 - 25765

ஒன்றுக்கு ரூபாய் 1533 /- வீதம் 3 ஆண்டுகாலத்திற்கு அறாவது 01/07/2008 முதல் 30/06/2008 வரை நிர்வாக வட்டமாக நிர்வாகம் செய்து அள்ளாது வட்டமாகப் செலுத்தப்பட்டது. பின்னர் சென்னை ஆணையர் உத்திரவுபடி 3 ஆண்டுகாலத்திற்கு அறாவது 01/07/2008 முதல் 30/06/2011 வரை உள்ள காலத்திற்கு மாதம் ஒன்றுக்கு நிர்வாக வட்டமாக ரூபாய் 4133/- ஆக உயர்த்தி அள்ளாது அந்த காலத்திற்கு வட்டமாக செலுத்தப்பட்டது. தின்று வரை வட்டமாக பாக்கி ஒதுக்க இல்லை.

தற்போது பரிசீலனையில் கடை தங்கள் காலத்திற்கு மேற்படி வட்டமாகைய மாதம் ஒன்றுக்கு ரூ. 1,04,122/- வீதம் நிர்வாகம் செய்யப்பட்டதாக தெரிவித்து தங்கள் காலத்திற்கு எந்த அடிப்படையில் வட்டமாக பரிசீலனை அறாவது ரூ. 2,04,122 /- ஆக உயர்த்தப்பட்டது என்று குறிப்பு இல்லை. நிர்வாக வட்டமாக நிர்வாகத்திற்கு காலத்திற்கு முன்பு எந்த விதமான அறிவிப்போ அல்லது ஆய்வினா செய்யவில்லை.

மேலும் தங்கள் காலத்தில் கடை திடம் காலத்திற்கு வாய்க்கவில்லை எந்த விதமான காலத்திற்கும் கட்டப்படாத கால நிர்வாகம் மேலும் மேற்படி ரூபத்தை வட்டமாக கடை அளிக்க வட்டமாக வட்டமாக (விவரமாக) திடமாக உபயோகப்படுத்த மாற்றம் எடுத்துக்கொண்டதனால் காலத்திற்கு காலத்தில் குறைந்த வட்டமாக கடை கட்டி கொடுத்ததால் மேற்படி பரிசீலனையில் கடை உத்தரவை மறு பரிசீலனை செய்து ஏற்கனவே அறாவது ஒன்றுபின்பாக நிர்வாகத்திற்கு நிர்வாக வட்டமாக செலுத்து செலுத்த அறாவது வட்டமாக பரிசீலனை செய்துக்கொள்ளும்தே.

இதன்படி
தங்கள் கொள்கையின்படி
M. நச்சிமுத்து
தலைவர்

கருவிகளில் பரிசீலனை மனப்பான்மை
தகுக்கோலில், சென்னை மனப்பான்மை
கருவிகளில் பரிசீலனை
பி. 039 000

(e) A perusal of the above will reveal that it appears to be received (if at all and if that be so) by 'எழுத்தர்'. In paragraph 10 of the counter-affidavit filed in support of vacate stay WMP, it has been averred that writ petitioner has not sent any objections. There is nothing to demonstrate that this 04.01.2016 has been served on the Executive Officer. In any event, this being a factual dispute, it may not be appropriate to give a conclusive finding on



whether it is actually received by the Executive Officer of said Temple. It is in this context that the alternate remedy under Section 34-A(3) becomes significant. The appellate authority could have well looked into the records and could have come to a conclusion regarding this factual dispute. However, *prima facie* even according to the aforementioned submissions, it appears to have been received by 'எழுத்தர்' and there is nothing to demonstrate that it has been duly served on the Executive Officer of said Temple who is an Officer within the meaning of Section 45 of TNHR&CE Act with certain defined duties and responsibilities. Executive Officer is also a defined term and it has been defined vide section 6(9) which reads as follows:

'(9) "**executive officer**" means a person who is appointed to exercise such powers and discharge such duties appertaining to the administration of a religious institution as are assigned to him by or under this Act or the rules made thereunder or by any scheme settled or deemed to have been settled under this Act;'

(f) Be that as it may, the contents of writ petitioner's letter dated 04.01.2016 as rightly pointed out by learned State counsel makes it clear that the writ petitioner is not running a free school and in fact charging fee as all that has been said by writ petitioner is 'குறைந்த கட்டணத்தில் கல்வி கற்பிப்பதற்காக ஏற்பட்டது'.

(g) As alluded to supra, interim order was granted by this Court on 09.09.2016 and the same reads as follows:

'Mr.N.S.Karthikeyan, learned Addl.Govt.Pleader takes notice for R1 and R2.

The petitioner is directed to take private notice to R3 and R4 returnable by 21.09.2016.

Post on 21.09.2016.

Till then, the respondents are directed not to demand the increased rent.'

(h) When a condition was imposed, another Hon'ble Single Judge of this Court vide 21.09.2017 order wrote as follows:

'Heard the learned counsel on either side.

2. It is represented by the learned Special Government Pleader appearing for H.R.&C.E., that the total extent of land is more than 8 acres and the monthly rent fixed earlier was only Rs.4,000/-. According to him, if a fair rent is fixed, it will surely fetch more than Rs.2,04,122/- towards monthly rent and therefore,



the impugned orders came to be issued for remittance of such amount, which are impugned in these writ petitions.

3. For such a large extent of land, the meagre payment of Rs.4,000/- as monthly rent cannot be accepted at any cost and therefore, the petitioners are directed to deposit 50% of the total demand till today, on or before 10.10.2017, failing which, liberty is granted to the respondents to initiate appropriate action against the petitioners for recovery of the property from them.

Call on 11.10.2017 for reporting compliance.'

(i) This Court is able to notice the sentiments articulated vide 21.09.2017 proceedings / orders. The argument predicated on applicable indicia being 0.10 and not 0.30 is essentially based on G.O.Ms.No.353 dated 04.06.1999. Clause (6) is relevant and the same reads as follows:

'பொது சேவையாக நடத்தப்படும் கல்வி நிறுவனங்கள் / நலிவுற்றோர் நலன் கருதி நடத்தப்படும் தொண்டு நிறுவனங்கள் ஆகியவற்றிற்கும் கொடுக்கப்படும் காலி நிலங்களுக்கு இடத்தின் சந்தை மதிப்பில் 0.10% குத்தகை வசூலிக்கப்படவேண்டும்.'

(j) The argument of learned counsel for writ petitioner predicated on the aforementioned Clause (6) does not impress this Court as that applies only to 'பொது சேவையாக நடத்தப்படும் கல்வி நிறுவனங்கள் / நலிவுற்றோர் நலன் கருதி நடத்தப்படும் தொண்டு நிறுவனங்கள்'. As alluded to supra, even in the 04.01.2016 communication (receipt disputed by respondents) the writ petitioner has admitted that fee is being charged. Therefore, it will definitely not qualify qua 'பொது சேவையாக நடத்தப்படும் கல்வி நிறுவனங்கள்'.

(k) Regarding the opportunity issue, even according to *Angala Parameswari* principle, the same has been given a quietus vide 02.02.2009 proceedings of II-WP which reads as follows:



திரு. எம். அழகர்வேலுத்தாறு

பெறுமா?

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அதிகாரம் இல்லாத
தொடர்பு செய்தி / ஆணையர்
சென்னை 34அனைத்து இலவச ஆணையர்கள்
அனைத்து இலவச ஆணையர்
சென்னை அலுவலர்கள்
அனைத்து இலவச ஆணையர் /
சென்னை அலுவலர்கள்,
அனைத்து உதவி ஆணையர்கள்,
அனைத்து உதவி ஆணையர் /
சென்னை அலுவலர்கள்

நகராண் 40651 / 2008 / எம் 3/ நாள் 2.02.2009

சென்னை இலவச வாடகை — கட்டடம் பராமகன் உள்ளிட்ட அலுவலர் சொத்துக்கள் -
கட்டடம் 34-ன் கீழ் - வாடகை நிர்ணயக் குழுவின்மூலம் வாடகை நிர்ணயம் செய்தல் -
வாடகைதாரர்களுக்கு அதிவிரிவு அனுப்பதில் - கற்றுக்கொடுக்க - தொடர்பாக,

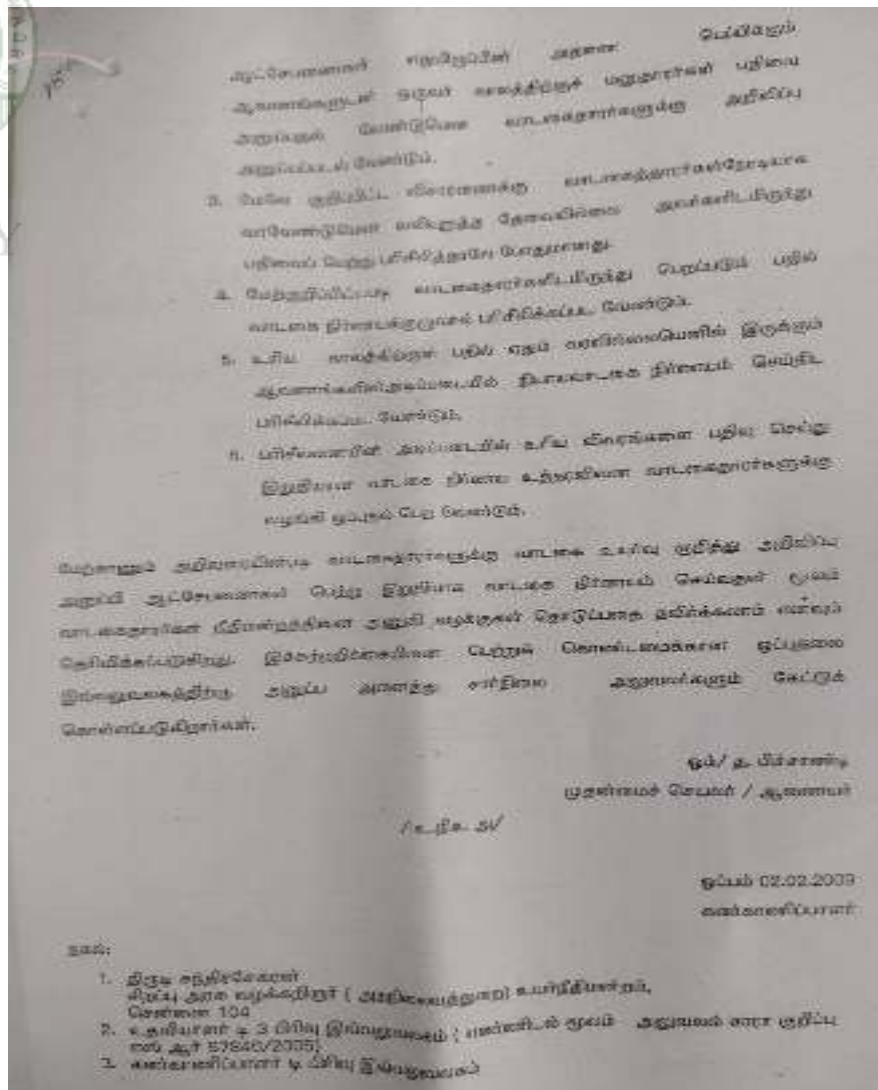
- பார்வை:
1. கட்டடம் 34-ன் தொடர்பான தமிழ்நாடு கட்டடம் 22/2009
 2. அலுவலர் எண் 353 நாள் 04.06.1999
 3. அலுவலர் எண் 458 நாள் 09.11.2007
 4. இலவசவாகை கற்றுக்கொடுக்க நக.40651 / 08 எம் 3 நாள் 18.07.2008
 5. சென்னை உயர்நீதிமன்ற சிறப்பு அரசு வழக்கறிஞரின் கடிதம் நாள் 30.07.2009

திருக்கோயிலுக்குச் சொந்தமான கட்டடம், பராமகன் உள்ளிட்ட அலுவலர் சொத்துக்குக் குடி வாடகை நிர்ணயம் செய்வது தொடர்பாக பின்பற்றப்பட்ட வேண்டிய நடைமுறைகளிலிருந்து பார்வைக்கடிதம் நாள் கிள் லாவம் அனைத்து, சான்றிதழ் அலுவலர்களிடமிருந்து கற்றுக்கொடுக்க அனுப்பப்பட்டுள்ளது. திருத்திய வாடகை நிர்ணயம் செய்தல் குறித்து சென்னை உயர்நீதிமன்றத்தில் தொடரப்பட்டுள்ள நீதிப் பேரவை மறுக்கல் (பிளேட் டி. 1611/2008 மற்றும் பிளேட் எ. 8/2008) தொடர்பாக சென்னை உயர்நீதிமன்ற சிறப்பு அரசு வழக்கறிஞரிடமிருந்து கருத்துரைகள் வரப்பெற்றுள்ளன. இலவசவாகையில் பார்வை நாள் கிள்காவையும் கற்றுக்கொடுக்கின்ற தொடர்பாக அதில் உள்ள 8 வது எண்ணிட்ட கருத்தினை கீழ்க்கண்ட வகையில் விவாதிக்கப் பெற்று அறிவுரை வழங்கப்படுகிறது. இலவசவாகை தொடர்பான அனைத்து சான்றிதழ் அலுவலர்களிடமிருந்து கேட்டுக் கொள்ளப்படுகிறார்கள்.

1. வாடகை நிர்ணயக்குழுவால் நிர்ணயம் செய்யப்படும் வாடகையினை கணக்கிட்டுத் தராத வாடகைதாரர்களுக்கு அனுப்பதில் வேண்டும்.
2. கணக்கிட்டுத் தராத நிர்ணயிக்கப்பட்டுள்ள வாடகை, இடத்தின் மீதுள்ள கட்டத்தில் மீட்டரஸ் நிலமீட்டி குடியிருப்பு / வணிகத் தன்மை வாடகை கடிதம் மூலம் வாடகை ஆய்வினை குறித்து



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(l) In the case on hand, regarding the 04.01.2016 purported objections said to have been sent, discussion and dispositive reasoning have already been set out supra.

(m) On the alternate remedy aspect, *Angala Parameswari* no doubt says that NJP cannot be set right by giving an opportunity in the appeal but in the case on hand, the factual scenario is different as receipt of 04.01.2016 purported objections said to have been sent by the writ petitioner itself is disputed and such factual disputation could have been examined by the appellate authority. Therefore, the appeal remedy gains significance as already alluded to supra if not in terms of opportunity but in terms of examining the factual disputation.

10. Notwithstanding the discussion and dispositive reasoning thus far, in the considered view of this Court, there is one aspect of the matter which is clearly a clincher in the case on hand. Before setting out what that the clincher is, this Court reminds itself of the celebrated Constitution Bench judgment in ***Padma Sundara Rao*** case being ***Padma Sundara Rao Vs. State of Tamil Nadu***



case reported in **(2002) 3 SCC 533** which deals with how a case law or precedent has to be looked into. Relevant paragraph in **Padma Sundara Rao** case law is paragraph 9 and the same reads as follows:

'9. Courts should not place reliance on decisions without discussing as to how the factual situation fits in with the fact situation of the decision on which reliance is placed. There is always peril in treating the words of a speech or judgment as though they are words in a legislative enactment, and it is to be remembered that judicial utterances are made in the setting of the facts of a particular case, said Lord Morris in *Herrington Vs. British Railways Board* (1972) 2 WLR 537. Circumstantial flexibility, one additional or different fact may make a world of difference between conclusions in two cases.'

11. In the *Angala Parameswari* case, as would be evident from the factual narrative captured in paragraph 3, it is clear that there was no disputation that anybody is an illegal occupant or that there was no disputation about the character of possession of the persons in possession of temple lands. Paragraph 3 of *Angala Parameswari* case reads as follows:

'3. The facts of the case are as follows:

The members of the Appellant Association in the Writ Appeal and the Petitioner in the W.P. are Tenants of Arulmigu Angala Parameswari and Kasivishwanathaswami temple. According to them, they and their predecessors-in-interest have been in occupation of the temple lands for several decades. Originally the lease rent was 50 paise per half ground. They are the owners of the superstructures. In 1991, the lease rent was enhanced to a mere Rs. 25/- per month. The members objected even to that. The temple acceding to their objections, reduced the rent to a pitiful sum of Rs. 5/- per month. According to the Petitioners they have been paying this amount without fail. On 18.4.2005, the Joint Commissioner fixed the fair rent and the Executive Officer communicated the decision to the lessees in 2005. The liability to pay the fair rent so fixed came into effect from 1.11.2001. The lessees were called upon to pay the arrears of rent within 15 days of receipt of the letter. The lessees were also informed that if they were aggrieved they could file an Appeal under Section 34-A of the HR & CE Act. One of the members filed an Appeal. It was returned for want of pre-deposit. Immediately the Association filed W.P. No. 25992/2005 for a declaration that Section 34-A(3) of the Act is violative of Article



14 and for a direction to the Respondents to entertain the Appeal without insisting on the pre-deposit.'

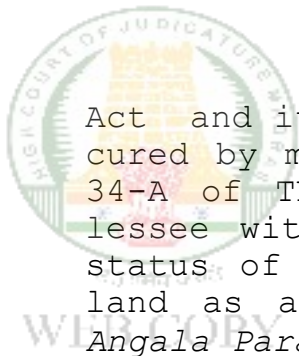
12. In the case on hand the clincher is, the purported sublease dated 19.06.1995 referred to supra. There is nothing on record to show that the heirs of late Ramasamy Gounder had any authority to sublet the demised land of said Temple that too a vast extent of 7.81 acres and more so for thirty long years. Assuming, on a demurrer, even if there was any authority for sublease, there could have been no lease deed *dehors* Section 34 of TNHR&CE Act. Section 34 of TNHR&CE Act reads as follows:

'34. Alienation of immovable trust property.-(1) Any exchange, sale or mortgage and any lease for a term exceeding five years of any immovable property, belonging to, or given or endowed for the purpose of, any religious institution shall be null and void unless it is sanctioned by [the Commissioner] as being necessary or beneficial to the institution :

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 [the Commissioner] :

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

13. Section 34 of TNHR&CE Act is lethal in the case on hand. The reason is Section 34 does not merely make it mandatory to get the permission of the Commissioner (albeit with the prior consent of the Government for any lease exceeding five years) but it goes a step further. It goes a step further because it clearly declares that any lease executed in violation of Section 34 is null and void. In other words, any lease is null and void unless it is sanctioned by the Commissioner as being necessary or beneficial to the institution under section 34 of TN HR&CE Act and such sanction being accorded by Commissioner is also statutorily circumscribed by the second proviso of section 34 which says that the Commissioner shall not accord such sanction without previous approval of the Government. Nothing of that kind is there in the case on hand and therefore, writ petitioner's lease deed dated 19.06.1995 under which it first got possession itself is null and void. This statutory requirement which is lethal and which makes it clear that the lease itself is null and void cannot be cured by two proceedings dated 28.11.2018 and 05.04.2010 by which lease rent has been fixed under Section 34-A of TNHR&CE Act. In other words, the very inception of purported tenancy or lease, is clearly hit by Section 34 of TNHR&CE



Act and it is null and void. When it is null and void, it cannot be cured by mere fixation of lease rent by a Committee under Section 34-A of TNHR&CE Act. The writ petitioner does not qualify as a lessee within the meaning of Section 34-A of TNHR&CE Act. Absent status of a lessee and absent character of possession of demised land as a lease, the writ petitioner cannot take shelter under *Angala Parameswari* principle.

14. This Court deems it appropriate to consider the matter as *parens patriae*, this Court being guardian qua the presiding deity idol being in the status of a minor. That this Court is *parens patriae* qua said temple, temples of similar nature and also *custodia legis* qua properties vested in a minor idol are well settled legal principles. Hon'ble Supreme Court in **A.A.Gopalakrishnan's** case [**A.A.Gopalakrishnan v. Cochin Devaswom Board and Ors.**,] reported in (2007) 7 SCC 482, has also held that it is the duty of this Court to protect the properties vested in temples.

15. The other aspect that weighs in the mind of this Court is the huge arrears. The arrears as of today as per the tabulation placed before this Court is as follows:

**அருள்மிகு பாலசுப்பிரமணியசுவாமி திருக்கோயில்,
வேளாச்செம்பாளையம், காதம்பாளையம் கிராமம் வட்டம், கருநாடகம்.**

தமிழக அரசு அரசி 1420 க்கான தொகை விவரம்

வ. எண்.	பிரிவு	தரப்பட்ட பரப்பு	தொகை	மீதமுள்ள தொகை
1	பிரிவு 1420-17.2015 முதல் 31.12.2016 வரை	17.2015 முதல் 31.12.2016 வரை	71,650	
2	17.2015 முதல் 31.12.2016 வரை	17.2015 முதல் 31.12.2016 வரை	2,04,122	
3	பிரிவு 1424-17.2015 முதல் 31.12.2016 வரை	17.2015 முதல் 31.12.2016 வரை	12,24,732	
4	பிரிவு 1425-17.2015 முதல் 31.12.2016 வரை	17.2015 முதல் 31.12.2016 வரை	24,49,464	
	மொத்தம்		38,96,968	
	பிரிவு 1424-17.2015 முதல் 31.12.2016 வரை		99,120	
	மொத்தம்		37,99,848	
5	பிரிவு 1425-17.2015 முதல் 31.12.2016 வரை	17.2015 முதல் 31.12.2016 வரை	24,49,464	
	மொத்தம்		62,49,312	
	பிரிவு 1426-17.2015 முதல் 31.12.2016 வரை		49,560	
	மொத்தம்		81,99,752	
6	பிரிவு 1427-17.2015 முதல் 31.12.2016 வரை	17.2015 முதல் 31.12.2016 வரை	24,49,464	
	மொத்தம்		86,49,216	
	பிரிவு 1427-17.2015 முதல் 31.12.2016 வரை		49,560	
	மொத்தம்		81,99,752	
	பிரிவு 1428-17.2015 முதல் 31.12.2016 வரை		33,61,279	
	மொத்தம்		52,16,377	
7	பிரிவு 1428-17.2015 முதல் 31.12.2016 வரை	17.2015 முதல் 31.12.2016 வரை	24,49,464	
	மொத்தம்		76,67,841	
	மொத்தம்		76,67,841	
8	பிரிவு 1429-17.2015 முதல் 31.12.2016 வரை	17.2015 முதல் 31.12.2016 வரை	24,49,464	
	மொத்தம்		1,03,17,305	
	பிரிவு 1430-17.2015 முதல் 31.12.2016 வரை		24,49,464	
	மொத்தம்		1,25,66,769	
9	பிரிவு 1431-17.2015 முதல் 31.12.2016 வரை	17.2015 முதல் 31.12.2016 வரை	24,49,464	
	மொத்தம்		1,50,16,233	

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இந்த ஒத்தணை கமிஷன் நாளது முதல் 30 (தற்போது) வரையில் கெடுவதற்கு
 அளவில் தரக்கேட்கவேண்டியது. இந்தப்படி நான்கு அண்டுகளும் மகப் பூரணமாக
 சம்பந்தித்த எழுதிக்கொடுத்த உள் ஒத்தணைப் பத்திரம்.

செய்தது விபரம்.

கருர் பதிவு மாகாணம், 2 நெ. இவை சார் பதிவுகம், கருர்
 வட்டம், காந்தப்பாளையம் கிராமம், அ.பு.ச. 269/ஏ, நெ. ஏக்க. 7.81
 உள்ள புவிசை முயற்சி ஒதுக்கம். இதற்கு ஏக்கர்:-

தெரிவட்டம் பஞ்சாயத்தின் பாகவாக்கு கீழ்க்கு; கொக்கு கம்மி
 தருக்கப்பட்டன நினைவு இடத்திற்கும், செல்லப்ப கவுண்டர் பூமிக்கும் மேற்கு;
 25 அடி வசை கிழமை மோடியற்கும் தெற்கு; காந்தப்பாளையம்
 கெடுவட்டாலும் ஒத்தணை பூமிக்கும் வடக்கு, இதன் மத்தியில் 25 ஏக்க. 7.81
 (எழு ஏக்கர் வசைக்கு ஒரு ஏக்கர்) உள்ள பூமி, மாதல் வட்டம் கெடுவட்டம்

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writ petitioner in the case on hand. Sequitur is, captioned writ petitions fail and the same are dismissed. Consequently, captioned WMPs are also dismissed. This Court refrains itself from imposing costs.

Sd/-

Assistant Registrar(P & A)

**(*)Corrected as per order of this Court
dated 31.01.2022**

Sd/-

Assistant Registrar(CS-II)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

pkn

To

(*)to be substituted the order already despatched on 28.01.2022

- 1.The Commissioner,
Hindu Religious and
Charitable Endowment Department, Chennai.
- 2.The Joint Commissioner,
Hindu Religious and
Charitable Endowment Department,
Trichy Division, Trichy.
- 3.The Hereditary Trustee,
A/M Balasubramaniaswamy Temple,
Vennaiimalai, Karur Taluk and District.
- 4.The Executive Officer,
A/M Balasubramaniaswamy Temple,
Vennaiimalai, Karur Taluk and District.
5. The District Registrar,
O/o. District Registration Department,
Karur.

+2 CC to Mr.R.S.PANDIYARAJ, Advocate SR.No. 2082
+1 CC to Mr. Special Government Pleader, SR.No. 1891

W.P(MD) Nos.17092 and 19582 of 2016
19.01.2022

KS (CO)

TR(28.01.2022) 23P 9C

TR(09.02.2022) 23P 9C

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