



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.03.2025

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THE HON'BLE MR. JUSTICE S. M. SUBRAMANIAM

AND

THE HON'BLE MR. JUSTICE K. RAJASEKAR

Writ Appeal No.195 of 2025

and

Civil Miscellaneous Petition Nos.1327, 1328 & 1330 of 2025

S.Subramanian

... Appellant

Vs.

1. The District Collector,
Collectorate Building,
Coimbatore – 641 018.

2. The Revenue Divisional Officer,
Coimbatore North,
Koundampalayam, Coimbatore.

3. Mrs.S.Angathal

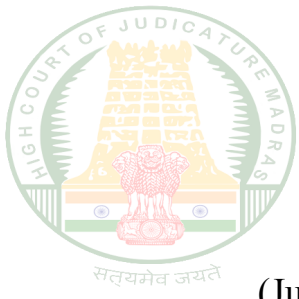
... Respondents

Writ Appeal filed under Clause 15 of Letters Patent Act,
against the order dated 09.09.2024 in W.P.No.32738 of 2022.

For Appellant : Mr.C.R.Prasanan

For R1 & R2 : Mr.E.Veda Bagath Singh
Special Government Pleader (HR & CE)

For R3 : Mr.N.Manokaran



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JUDGMENT

(Judgment of the Court was made by S.M.SUBRAMANIAM, J.)

Under assail is the order dated 09.09.2024 in W.P.No.32738 of 2022.

2. The matter arises under the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (herein after referred as Senior Citizens Act).

3. The writ petitioner is the appellant before this Court. The appellant is the son of the third respondent. The third respondent / Senior Citizen instituted a complaint before the competent authority under the Senior Citizens Act seeking cancellation of the Settlement deed executed by her, in favour of her son/appellant on the ground that she was neglected by her son, after getting the Settlement deed executed by force and coercion.

4. The competent authority/Revenue Divisional Officer on receipt of complaint from the third respondent/senior citizen issued notice to the appellant and conducted an enquiry as contemplated under the Act.

5. The written statement of the senior citizen and the appellant/son were recorded by the Revenue Divisional Officer. The third respondent raised serious allegations against the appellant/son that she was subjected to



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harassment both mentally and physically. The physical harassment caused to the senior citizen are narrated in her complaint which all are recorded by the Revenue Divisional Officer in the final order dated 25.05.2022. Opportunity was given to the parties. Considering the statement of the senior citizen and the appellant and by conducting an enquiry, the competent authority formed a final opinion that the senior citizen was neglected by her own son and Settlement deed was executed by coercion and fraud. Thus, the Settlement deed was cancelled by the competent authority. The District Collector confirmed the order. An appeal was filed by the appellant. Though the appeal filed by the son or daughter of the senior citizen is not maintainable under the Act, the District Collector has gone in to the merits and made findings that the facts and circumstances recorded by the Revenue Divisional Officer has been established. The findings of the District Collector also in conformity with the order passed by the Revenue Divisional Officer. Thus, the appellant preferred writ petition.

6. The writ Court independently considered the merits elaborately with reference to the allegations raised between the parties. The writ Court tested the validity of the order passed by the Revenue Divisional Officer in the context of Section 23 of the Senior Citizens Act. It is found that the settlement deed executed is squarely falling under Sub Section (1) to



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Section 23 and by adopting a holistic approach the writ Court held that the settlement deed was deemed to have been made by fraud or coercion or undue influence, which is the implied condition contemplated under Section 23 (1) of the Senior Citizen Act.

7. The learned counsel for the appellant would mainly contend that the facts or otherwise and the allegations of harassment both physically and mentally had not been established before the competent authority. The allegations raised by the senior citizen before the authority occurred prior to execution of settlement deed and the same cannot be relied upon. The appellant always expressed his willingness to maintain the third respondent mother and it is, she, who accompanied her brother and in order to cancel the settlement deed such complaint has been filed based on wrong facts. The brother of the senior citizen is the brain behind this complaint and therefore the present writ appeal is to be considered. It is contended that there is no specific finding with reference to such nature of allegations of cruelty against the appellant in the order impugned passed by the Revenue Divisional Officer. Thus, the present appeal is to be considered.

8. The learned counsel for the appellant relied on the Judgement in the case of ***Sudesh Chikara vs. Ramti Devi and Another*** reported in (2022)



SCC Online SC 1684. In paragraph No.14 of the said Judgment as follows:

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*“14. When a senior citizen parts with his or her property by executing a gift or a release or otherwise in favour of his or her near and dear ones, a condition of looking after the senior citizen is not necessarily attached to it. On the contrary, very often, such transfers are made out of love and affection without any expectation in return. Therefore, when it is alleged that the conditions mentioned in sub-section (1) of **Section 23** are attached to a transfer, existence of such conditions must be established before the Tribunal.”*

9. Mr.N.Manokaran, learned counsel appearing on behalf of the third respondent would oppose by stating that the legal principles are considered by the Courts elaborately in number of Judgments. Even in the case of ***Sudesh Chikara*** relied on by the appellant in paragraph No.13, the Hon'ble Supreme Court observed that **“condition of looking after the senior citizen is not necessarily attached to the gift or settlement. On the contrary, very often, such transfers are made out of love and affection without any expectation in return”**. Therefore, paragraph No.14 is to be read along with paragraph No.13, which would clarify that the condition under Section 23(1) may either be expressed or implied. However, establishing the requirement as contemplated for forming an opinion to cancel the document under Section 23(1) is to be taken into account.

10. Mr.N.Manokaran, learned counsel would further contend that in



the present case, the third respondent mother was subjected to harassment both mentally and physically. Twice, the senior citizen made an attempt to commit suicide. She was admitted in hospital. Her brother has taken care of her and the complaint itself reveals that the circumstances led to filing of the complaint under the Senior Citizen Act. Twice, the appellant forced the third respondent to execute Will and finally, under force, the settlement deed was executed. The entire facts are narrated in the complaint given by the third respondent under the Senior Citizen Act.

11. Perusal of the complaint reveals about the nature of harassment and mental agony caused to the senior citizen. The RDO considered the statement given by the senior citizen and the explanations furnished by the appellant. No doubt, there is no categorical finding about the allegations raised and the explanations submitted. However, the averments in the complaint and the explanations given by the appellant are considered by the RDO and a final opinion was formed. The nature of proceedings being summary in nature merely the ground raised by the appellant is unacceptable. The harassment stated by the Senior Citizen is not unreliable.

12. The learned Single Judge in the writ order impugned elaborately considered the scope of the provisions of the Senior Citizen Act and further



held that the conditions under Section 23 (1) can be either express or implied. If there is no express recital in the deed, it has to look around circumstances to find out whether conduct otherwise dispel the intention of donor to revoke. The consideration for executing a gift deed or settlement deed is based on human conduct, caring and conscientious. Therefore transfer is out of love and affection. This exactly is the principles elaborately considered in several judgments.

13. LEGAL POSITION:

The Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (MWPSA Act, 2007) plays a crucial role in promoting the well-being and dignity of senior citizens in India. It provides a legal framework for ensuring financial security, health care access, and property protection for the elderly. By holding children and relatives accountable for the maintenance of their elderly family members, the act discourages neglect, abandonment, and abuse of senior citizens.

2. The Constitution of India also recognizes the need for State intervention in taking measures to create suitable framework for the protection of elderly persons. As per the **Article 41 under Directive Principles of State Policy**: *“the State shall, within the limits of its economic capacity and development, make effective provision for securing*



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right to work, to education and to public assistance in case of unemployment, old age, sickness and disablement, and in other cases of undeserved want.”

3. The MWPSA Act, 2007 is based on the vision of Article 41 of the Constitution. It was enacted by the Parliament to protect the rights and interests of senior citizens and enable them to lead a life with dignity and respect. It further aims to provide a comprehensive framework for ensuring the well-being of senior citizens in India.

LEGISLATIVE INTENT OF THE ACT:

4. The parliament enacted the Senior Citizens Act to **uphold the dignity and respect of a senior citizen at the time of old age.** State had serious concern about the challenge faced by the people in their old age. Apart from physical vulnerabilities, they face emotional and psychological challenges. On account of these frailties, they are totally dependent. The moral laws formulated through the legislation is necessary to rationalise the well being of all in the society. The moral values that prevailed in the society in the past have been accepted as universal values. The State in its wisdom, considering the acceptance of these values, seeks to promote the common good through the Senior Citizens Act. These values carried duties and obligations.



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5. **Section 23 of the Senior Citizens Act, 2007** gives right to senior citizens to approach the Tribunal to declare any transfer of property, by way of gift or otherwise, after the commencement of the above Act, as void, in certain circumstances.

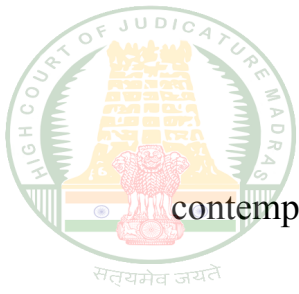
6. It stipulates that such transfer must be with the condition that

- (a) **transferee shall provide the basic amenities and basic physical needs to the transferor and;**
- (b) **such transferee refuses or fails to provide such amenities and physical needs.**

7. Therefore, a deed can be declared as void on fulfilling the two conditions enumerated as above, declaring transfer as a fraud or coercion or under undue influence, as the case may be at the option of the transferor.

BENEFICIAL CONSTRUCTION AND THE PROTECTION OF SENIOR CITIZENS ACT, 2007:

8. Justice Krishna Iyer, advised: “Recall the face of the poorest and the weakest man whom you may have seen, and ask yourself, if the step you



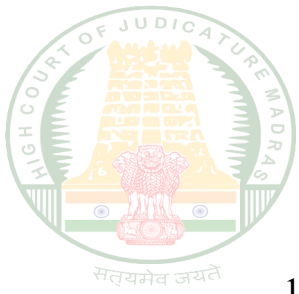
contemplate is going to be of any use to him”.

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9. The **preamble of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007** underscores the need for **effective provisions** to secure the **maintenance and welfare of parents and senior citizens**, as guaranteed under the **Constitution**. Being a **beneficial piece of legislation**, it is **necessary to interpret it liberally** to ensure that the **intent of the legislation** is fulfilled and the **rights and dignity** of senior citizens are effectively protected.

10. Section 23 is ordained to protect senior citizens and ensure their welfare, and must receive a liberal and beneficial reading. When two or more views are possible, then it is duty of the Court to interpret a provision, especially a beneficial legislation, liberally so as to give it wide meaning rather than a restrictive meaning.

11. The duty of the judge is to interpret a statute in a way that suppresses the mischief it seeks to prevent and promote the intended remedy. If the usual meaning of the language does not fully capture the legislature's objective, a broader interpretation may be applied, provided the words can reasonably support such a meaning.



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12. The Delhi High Court in *Prafulla Samantra vs. Ministry of Environment & Forests*¹ held that ‘A well-established rule of interpretation is that a beneficial statute be given a purposive construction, to further legislative intention, if literal interpretation thwarts’.

13. In the case of *Hindustan Level Ltd vs. Ashok Vishnu Kate*², the court held that during interpreting social welfare legislation, a construction should be placed on the relevant provisions which furthers the purpose for which such legislation was enacted.

14. In *Urmila Dixit vs. Sunil Sharan Dixit and Others*³, the Supreme Court clarified that Section 23 of Senior Citizens is not a standalone provision, as Section 23 cannot be read in isolation as it directly reflects the statutory purpose of safeguarding senior citizens, thus demanding a purposive approach. The Court held, if a gift deed **does not explicitly mention maintenance**, it should be interpreted pragmatically to prevent **neglect of the elderly**.

15. As the remedial nature of legislation expands, the importance of

1 159 (2009) DLT 604

2 (1995) SCC 1385

3 2025 SCC Online SC 2



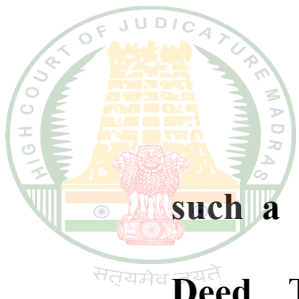
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beneficial construction continues to grow. However, the primary duty of the Court is to safeguard the legislative intent while ensuring that the law serves its intended purpose. While liberal interpretation is essential to uphold the protective framework of welfare statutes, the Court must also maintain the separation of powers and refrain from rewriting or legislating the law beyond what the legislature intended. A balanced approach must be adopted that advances the remedy without distorting the statutory framework, ensuring that senior citizens receive the protection and dignity that the law envisions for them.

SECTION 23(1) OF THE SENIOR CITIZENS ACT, 2007:

16. **Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007** is designed to protect senior citizens in situations where they transfer their property, either through a gift or settlement, with the expectation that the transferee will provide for their basic amenities and physical needs. If the transferee fails to meet these obligations, the senior citizen has the option to seek a declaration from the Tribunal to void the transfer.

17. The phrase “**subject to the condition that the transferee shall provide the basic amenities**” in the statute is **not meant to imply that**



such a condition must be explicitly stated in the Gift or Settlement

Deed. The interpretation of this provision is broader. It should be understood in the context of the second part of the provision, which states that the transfer may be deemed to have been made under fraud, coercion, or undue influence, if the transferee **fails to provide the agreed-upon care.** The condition to provide for the senior citizen's maintenance is implied, based on the relationship between the senior citizen and the transferee, typically one of familial love and affection.

18. In other words, the Act acknowledges that property transfers from senior citizens, especially to children or close relatives, are often motivated by love and affection. The senior citizen's decision to transfer property is not merely a legal act but one made with the hope of being cared for in their old age. This love and affection become an **implied condition** in the transaction, even if the transfer document itself does not explicitly state it. If the transferee does not provide the promised care, the senior citizen can invoke Section 23(1) to have the transfer annulled.

19. The law does not require an express condition in the document for maintenance. Instead, **it recognizes that love and affection serve as the consideration for the transfer and that this implicit condition is enough**



to invoke the provision in case of neglect. The Tribunal, in such instances, is empowered to declare the deed null and void, based on the violation of this implied condition.

20. The Act's overarching goal is to **safeguard the security and dignity of senior citizens**. In cases where familial conduct fails to live up to expectations, and the senior citizen's welfare is not protected, **Section 23(1) ensures that the senior citizen can seek legal relief.**

21. Thus, Section 23(1) emphasizes the **protection of senior citizens from exploitation or neglect after they have transferred property in trust, often based on love and affection.** The law provides an important safeguard, recognizing that these transfers are typically made with an implicit understanding that the senior citizen will be cared for in their old age. If the transferee fails in this duty, the transfer can be annulled, ensuring that the senior citizen's dignity and security are upheld.

CASE LAWS ON SENIOR CITIZENS ACT:

22. The Three Judges Bench of the Hon'ble Supreme Court of India in the case of ***S. Vanitha vs. Deputy Commissioner, Bengaluru Urban District and Others***⁴, elaborately considered the legislative scheme, rights of



residence, safeguarding against domestic violence etc. In Paragraph No.24 of the judgment, the Apex Court considered the distinction between sub-sections (1) and (2) of Section 23. The conditions stipulated expressly have been considered by the Court, but the scope of interpretation, the beneficial construction and the need for the protection needs to be extended impliedly under the Senior Citizens Act, have not been examined into by the Apex Court in *S.Vanitha's case* cited *supra*. Therefore, the expressed provision made under Section 23(1) of the Act is one aspect of the matter and the scope of certain implied benefits conferred under Section 23 to the Senior Citizens is another aspect of the matter, which is to be considered by this Court in the context of the facts of each case.

23. In the case of *Sudesh Chhikara vs. Ramti Devi and Others*⁵ in paragraph No.13, the Hon'ble Supreme Court made an observation as under,

“.....

13. When a senior citizen parts with his or her property by executing a gift or a release or otherwise in favour of his or her near and dear ones, a condition of looking after the senior citizen is not necessarily attached to it. On the contrary, very often, such transfers are made out of love and affection without any expectation in return. Therefore, when it is alleged that the conditions mentioned in sub-section (1) of Section 23 are attached to a transfer, existence of such conditions must be established before the Tribunal.”

24. The Hon'ble Supreme Court in the above case regarding the scope



of Section 23(1) of the Act, made an observation that ***“On the contrary, very often, such transfers are made out of love and affection without any expectation in return”***. It would be sufficient to form an opinion that the Apex Court considered the implied conditions in the said case. However, the Apex Court further observed by stating that, if it is alleged that the conditions mentioned in sub-section (1) of Section 23 are attached to a transfer, the existence of such conditions must be established. Therefore, the Apex Court considered that, very often transfers are made out of love and affection, and in the event of any conditions expressly made in the document, it must be established.

25. Importantly, in ***Urmila Dixit's*** case cited *supra*, the Hon'ble Supreme Court further clarified the scope of Senior Citizens Act in Paragraph Nos.23, 24 and 25, which reads as under,

“.....

23. The Appellant has submitted before us that such an undertaking stands grossly unfulfilled, and in her petition under Section 23, it has been averred that there is a breakdown of peaceful relations inter se the parties. In such a situation, the two conditions mentioned in Sudesh (supra) must be appropriately interpreted to further the beneficial nature of the legislation and not strictly which would render otiose the intent of the legislature. Therefore, the Single Judge of the High Court and the tribunals below had rightly held the Gift Deed to be cancelled since the conditions for the well-being of the senior citizens were not complied with. We are unable to agree with the view taken by the Division Bench, because it takes a strict view of a beneficial legislation.



24. Before parting with the case at hand, we must clarify the observations made vide the impugned order qua the competency of the Tribunal to hand over possession of the property. In *S. Vanitha (supra)*, this Court observed that Tribunals under the Act may order eviction if it is necessary and expedient to ensure the protection of the senior citizen. Therefore, it cannot be said that the Tribunals constituted under the Act, while exercising jurisdiction under Section 23, cannot order possession to be transferred. This would defeat the purpose and object of the Act, which is to provide speedy, simple and inexpensive remedies for the elderly.

25. Another observation of the High Court that must be clarified, is Section 23 being a standalone provision of the Act. In our considered view, the relief available to senior citizens under Section 23 is intrinsically linked with the statement of objects and reasons of the Act, that elderly citizens of our country, in some cases, are not being looked after. It is directly in furtherance of the objectives of the Act and empowers senior citizens to secure their rights promptly when they transfer a property subject to the condition of being maintained by the transferee.”

26. The Apex Court in the above judgment has considered the case of *S. Vanitha* cited *supra*. The Hon'ble Supreme Court in the case of *Urmila Dixit* cited *supra* culled out the legal proposition that, even an implied condition i.e., love and affection for execution of gift or settlement deed would be sufficient enough for nullifying the documents. The intent of the legislature has been considered by the Apex Court.

27. In the case of *Mohamed Dayan vs. The District Collector*,



Tiruppur District and Others⁶, the Single Judge of this Court (SMSJ)

considered the scope of the Senior Citizens Act and the judgment of the

Kerala High Court was also taken into consideration. The relevant

paragraphs are extracted herein under,

“.....

34. In the context of the adoption of the phrase “lead a normal life” Rule 20(2)(i) of the Maintenance of Senior Citizen Rules, enumerates that “it shall be the duty of the District Collector to ensure that life and property of senior citizens of the District are protected and they are able to live with security and dignity”. Therefore, normal life includes security and dignity. Thus the normal life as indicated under [Section 4\(2\)](#) of the Act, is not mere life, but a life with security and dignity. In the context of [Article 21](#) of the Constitution of India, life includes decent medical facility, food, shelter with dignity and security. All such combined necessities of human life is falling under the term “Normal Life” emboldened under Section 4(2) of the Senior Citizen Act. Therefore, simply providing food and shelter would be insufficient. But life includes providing of decent medical facilities, food, shelter and other requirements with dignity in commensuration with the status of the family and taking into consideration of the living style of the senior citizen throughout.

.....

.....

38. The Kerala High Court observed in the case of *Radhamani and Others* (cited *supra*), Section 23(1) of the Senior Citizen Act, cannot be interpreted to the disadvantage of the senior citizen. [Section 23\(1\)](#) of the Act contemplates that “Where any senior citizen who, after the commencement of this Act, has by way of gift or otherwise, his property, subject to the condition that the transferee shall provide the basic amenities and basic physical needs to the transferor and such transferee refuses or fails to provide such amenities and physical needs, the said transfer of property shall be deemed to



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have been made by fraud or coercion or under undue influence and shall at the option of the transferor be declared void by the Tribunal”. The phrase “ subject to the condition that the transferee shall provide the basic amenities” does not mean that the Gift or Settlement Deed should contain any such condition expressly. “Subject to the condition” as employed in [Section 23\(1\)](#), is to be holistically understood with reference to the subsequent phrase i.e., “deemed to have been made by fraud or coercion or undue influence”. Both the phrases would amplify that the deeming clause should be considered so as to form an opinion that the phrase “subject to condition” amounts to an implied condition to maintain the senior citizen and any violation would be sufficient for the purpose of invoking [Section 23\(1\)](#) of the Act, to cancel the Gift or Settlement Deed executed by the senior citizen.

.....

.....

41. The entire purpose and object of the [Senior Citizens Act](#), is to consider the human conduct towards them. When the human conduct is indifferent towards senior citizen and their security and dignity are not protected, then the provisions of the Act, is to be pressed into service to safeguard the security and dignity of senior citizen. Therefore, the purposive interpretation of the provisions are of paramount importance and [Section 23](#) of the Act, cannot be mis-utilised for the purpose of rejecting the complaint filed by the senior citizen on the ground that there is no express condition for maintaining the senior citizen. Even in the absence of any express condition in the document, “Love and Affection” being the consideration for execution of Gift or Settlement Deed, such love and affection becomes a deeming consideration and any violation is a ground to invoke [Section 23\(1\)](#) of the Act. Thus there is no infirmity in respect of the order passed by the second respondent in the present case.”

28. In the case of **Radhamani and Others vs. State of Kerala**⁷, the



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learned Single Judge of the Kerala High Court considered **Section 122 of**

Transfer of Property Act, 1882. In paragraph No.11 of the judgment, it is observed that, *“Section 23 of the Senior Citizens Act, 2007 does not contemplate that the condition should form part as recital in the deed of transfer. It only refers that there should be a condition for such transfer.*

***This condition can be either express or implied.** If there is no express recital in the deed, the Tribunal has to look around circumstances to find out whether conduct otherwise dispel the intention of donor to revoke. The consideration for executing a gift deed or settlement deed is based on human conduct, caring and conscientious. Transfer admittedly is out of love and affection. Any donor in a gift deed would expect in a natural course of human conduct that donee continues to behave in same manner as behaved before execution of the deed. The love and affection influenced for execution of the deed certainly must be enduring and without any barrier.”*

It is further stated that,

“.....

11. It is to be noted that the special scheme in terms of Senior Citizens Act, 2007 could declare certain transfer as void, taking note of the fact that by taking advantage of the emotionally dependent senior citizens, relatives grab the property on the pretext of providing emotional support. Therefore, legislature thought such transaction could be declared as void as the conduct leading to transaction was based on malice or fraud. Therefore, condition referred in Section 23 has to be understood based on the conduct of the transferee and not



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transfer. Thus, this Court is of the view that it is not necessary that there should be a specific recital or stipulation as a condition in the transfer of deed itself. This condition mentioned in Section 23 is only referable as a conduct of the transferee, prior to and after execution of the deed of transfer. Thus, challenge based on the ground that there is no reference in the recital of deed that transferee will provide basic amenities and physical needs to the transferor is of no consequence.”

29. In the case of ***Subhashini vs. District Collector and Others***⁸, the legal proposition laid down by the learned Single Judge in the ***Radhamni's case*** cited *supra* has been approved by the Division Bench of the Kerala High Court.

30. In the case of ***Palanimuthu vs. The Principal Officer, Maintenance Tribunal/Revenue Divisional Officer, Namakkal and Others***⁹, the learned Single Judge of this Court (SMSJ), considered the very same issues.

31. The Hon'ble Supreme Court of India in the recent case of ***Urmila Dixit*** cited *supra* interpreted Section 23(1) of the Act to hold that express condition in the deed may not be required and non-maintenance of a senior citizen *per se* would result in invoking the implied condition for which such gift or settlement deed has been executed by the senior citizen out of love and affection, which is relatable to human conduct. Thus, all

⁸ 2020 SCC Online Ker 4080

⁹ <https://www.mhc.tn.gov.in/judis> W.A.No.195 of 2025



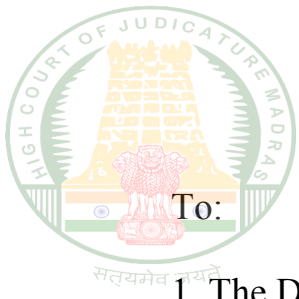
other judgments of the High Courts running counter to the principles laid down by the Hon'ble Supreme Court in *Urmila Dixit's* case denuded to lose its status as precedent.

14. With reference to the legal principles considered in the aforementioned paragraphs in the present case, the serious allegations of physical and mental harassment caused to the senior citizen were established before the competent authority. The District Collector also confirmed the findings, though an appeal filed by the appellant is not entertainable under the Act. The writ Court has elaborately considered the facts as well as the legal position, which is inconsonance with the judicial precedents and the scope of the provisions under the Senior Citizen Act.

15. Thus, this Court do not find any reason to interfere with the writ order impugned. Consequently, the writ appeal stands dismissed. There shall be no order as to costs. Consequently, the connected miscellaneous petitions are also stands dismissed.

(S.M.S., J.) (K.R.S., J.)
06.03.2025

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Index: Yes/No
Speaking Order: Yes/No
Neutral Citation Case : Yes/No



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To:

1. The District Collector, Collectorate Building,
Coimbatore – 641 018.

2. The Revenue Divisional Officer, Coimbatore North,
Koundampalayam, Coimbatore.

S. M. SUBRAMANIAM., J.
AND

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