Appendix - 1

Interview schedule for respondents who have availed housing loans

Sample no.

District: □ Ernakulam □ Kottayam □ Idukki

1. Name and address:

2. Age (years): □ Below 30 □ 30-35 □ 35-40 □ 40-45 □ Above 45

3. Sex: □ Male □ Female

4. No. of members in the family:
   □ 2 or less than 2 □ 3 □ 4 □ above 4

5. Gross annual income of the family from all sources:
   □ less than Rs.1 lakh □ 1 to 2 lakhs □ 2 to 3 lakhs □ above 3 lakhs

6. a) No. of members in the family □ 2 □ 3 □ 4 □ above 4
   b) No. of earning members in the family □ 1 □ 2 □ above 2

7. Main source of income
   □ Salary □ Business of Profession
   □ Rent □ Agriculture □ others

8. Educational Background
   □ upto High School □ upto Pre degree
   □ Graduate □ Post Graduate/ Professional

9. Name of the Housing Finance Institution from which housing loan was availed.
   ........................................................................................................................................

10. Purpose of the loan
    □ construction of flat/house □ purchase of flat/house
    □ extension of house/flat □ repairs/renovation
11. What is your major source of margin money for the house/flat?
   - Provident Funds
   - Chitties
   - Life Insurance Policies
   - Disposal of gold or other assets & savings
   - Others

12. What was the amount of loan borrowed?
   - less than Rs. 200000
   - 2 to 5 lakhs
   - 5 to 10 lakhs
   - above 10 lakhs

13. What was the term of the loan (in years)?
   - Less than 10
   - 10-12
   - 12-14
   - 14-16
   - 16-18
   - 18-20
   - above 20

14. What was your age at the time of borrowing?
   - Below 30
   - 30-35
   - 35-40
   - 40-45
   - above 45

15. What is the pattern of interest on the loan?
   - Fixed
   - Floating

16. a) If fixed rate, what is the rate of interest?
   b) If floating rate, what was the rate of interest charged in the first half year?
   c) Rate being charged at present?

17. Did you face any difficulty in obtaining the loan Yes/No
   If yes, specify the nature of difficulty:
   i) Complicated procedures
   ii) Delay in getting the sanction
   iii) Difficulty in providing the documents asked for
   iv) Difficulty in arranging a guarantor
   v) Any other (specify)

18. What is your opinion about the EMI?
   - EMI are reasonable and convenient
   - EMI are a burden on my family budget
   - EMI though difficult in the initial years, have become convenient for my purse now.

19. Have you been regularly repaying the housing loans? Yes/No
   a) If Yes
      - very regular
      - regular
20. What were the reasons for choosing the particular Housing Finance Institution?
Rank any 4 reasons in the order of their priority giving ‘1’ for the most important reason ‘2’ for the second most important and so on.

- lower rate of interest
- quickness in sanctioning of loan
- minimal formalities and procedures
- convenient repayment scheme
- influence of agents
- influence of friends
- other reasons

21. State whether the required amount of loan was sanctioned
   a) □ Yes □ No
   b) If not sanctioned, why the required loan was not obtained

   - proof of income was not available
   - proof of post retirement income was not convincing to the HFI
   - HFI was not convinced of your repaying capacity
   - any other (specify)

22. Was there any diversion of the loan amount for other purposes?
   □ Yes; □ No
   If Yes, Nature and extent of diversion

   - partial diversion for a short period
   - partial but permanent diversion
   - major diversion (more than 40% of the loan amount diverted)

23. If loan was borrowed for construction, were you able to complete the construction within the estimated time?
   □ Yes □ No

24. If there was any delay in the completion of construction, what were the main reasons for that?
Rank any four of the following in the order of importance starting with ‘1’ for the most important cause of delay

- Non availability of labour in time
- Non availability of sand in time
- Labour problems/strikes
- Scarcity of funds
- Personal reasons

25. Do you think that having availed a housing loan, you were able to reduce your tax liability?
- Yes
- No

26. If the loan was availed for purchase of house/flat
   a) were you able to get the required amount of loan? Yes □ No □
   b) If no, What was the problem of getting the required amount of loan?
      - The house/flat was very old
      - The loan amount was based on the value of the house/flat as stated in the document and the true value was not stated in the sale deed.
      - any other, (specify)

27. If you have opted for a long loan period i.e., 10 years or more, why did you opt for such a long period?
- low EMI
- long period of service
- any other (specify)

28. How many times did you visit the HFI after submitting the documents, for getting the loan?
- never
- once
- twice
- thrice
- four times
- more than four (specify)

29. What was the time lag, between the submission of the required documents and sanction of the loan?
- less than 4 days
- 5 to 10 days
- 10 to 15 days
- 15 to 30 days
- more than 30 days
Appendix - II
The Kerala Buildings Lease Bill, 2002
A Bill

to provide for the leasing of buildings and to protect the rights of land lords and tenants of such buildings in the State of Kerala.

Preamble: WHEREAS, it is expedient to provide for the leasing of buildings and to protect the rights of land lords and tenants of such buildings in the State of Kerala;

BE it enacted in the Fifty-third Year of the Republic of India, as follows:

1. Short title, extent and commencement – (1) This Act may be called the Kerala Buildings Lease Act, 2002. (2) It extends to the whole of the State of Kerala. (3) It shall come into force at once.

2. Definitions. In this Act, unless the context otherwise requires-
   (1) “appellate authority” means appellate authority notified under section 13;
   (2) “building” means any building, flat or hut or part of a building or hut, let or to be let separately for residential or non-residential purposes and includes-
      (a) the gardens, grounds, wells, tanks and structures, if any, appurtenant to such building, hut, or part of such building or hut, and let or to be let along with such building, flat or hut,
      (b) any furniture supplied by the landlord for use in such building, flat or hut or part of a building, flat or hut,
      (c) any fittings or machinery belonging to the landlord, affixed to or installed in such building, flat or part of such building, flat or hut and intended to be used by the tenant for or in connection with the purpose for which such building or part of such building is let or to be let, but does not include a room in a hotel or boarding house;
   (3) “land lord” includes the person who is receiving or is entitled to receive the rent of a building, whether on his own account or on behalf of himself and others or as an agent, trustee, executor, administrator, receiver or guardian or who would so receive the rent or be entitled to receive the rent, if the building were let to a tenant.

   Explanation. A tenant who sub-lets shall be deemed to be a land lord within the meaning of this Act in relation to the sub-tenant;

   (4) “prescribed” means prescribed by rules made under this Act;
(5) "rent" means, the rent agreed to by the tenant and landlord under a contract;

(6) "tenant" means any person by whom or on whose account rent is payable for a building and includes:

   (i) the heir or heirs of a deceased tenant, and
   (ii) a person continuing in possession after the termination of the tenancy in his favour;

(7) "Tribunal" means the tribunal constituted under section 3.

3. Constitution of Tribunal. The Government may, by notification in the Gazette appoint a person who is or is qualified to be appointed a Munsiff to be the tribunal for such local areas as may be specified therein.

4. Rent payable. The rent payable in relation to a building shall be the rent agreed to between the landlord and the tenant.

5. Period of tenancy: (1) The period of tenancy in relation to a building shall be the period agreed to between the landlord and the tenant unless terminated otherwise.

   (2) Notwithstanding anything contained in subsection (1) or in any other law for the time being in force, or in any judgement, decree or order of any Court, in case the period of a tenancy in relation to a building is over before the commencement of this Act and no proceedings for eviction of tenant is pending before any Court and the tenant is continuing in possession of the building, then the period of tenancy in such cases may continue up to six months from the date of commencement of this Act:

   Provided that at any time before the said period the landlord and tenant may by a written agreement extend the period of tenancy.

   (3) It shall be the duty of the tenant to hand over the physical vacant possession of the building to the landlord or his authorised agent immediately after the period of tenancy is over or the period of tenancy is terminated at the will of the tenant or the landlord.

6. Rights and liabilities of landlord and tenant (1) Subject to the contract in writing between the landlord and tenant and other provisions contained in this Act, the landlord and the tenant of a building, as against one another, respectively, shall possess the rights and shall be subject to the liabilities enumerated under section 108 of the Transfer of property Act, 1882.

   (2) Notwithstanding anything contained in sub-section (1) the tenant shall not whether during the subsistence of tenancy or thereafter without the written permission of the landlord,
(a) sublet the whole or any portion of the building leased to him;
(b) make any permanent alteration in the building or change its occupancy.

7. Payment of rent or advance by tenant. (1) A tenant may pay the rent or advance in relation to a building to the landlord or to his authorised agent in cash or in money order or through bank or by crossed cheque, as may be agreed between the landlord and tenant.

(2) If the payment is agreed to be made through bank, the landlord shall specify the bank into which the rent or advance shall be deposited by the tenant to the credit of the landlord.

(3) The tenant who pays the rent or advance in cash to the landlord or his authorised agent shall be entitled to get a receipt for the amount paid, duly signed by the landlord or his authorised agent.

(4) Where a landlord refuses to accept or evades the receipt of any rent lawfully payable to him by a tenant in respect of any building, the tenant may either remit the rent to the landlord by money order after deducting the money order commission and continue to remit any rent which may subsequently become due in respect of the building in the same manner until the landlord signifies by a written notice to the tenant his willingness to accept the rent.

8. Protection against arbitrary eviction of tenants: (1) Notwithstanding anything to the contrary contained in any other law or contract a tenant shall not be evicted, whether in execution of a decree or otherwise, except in accordance with the provisions of this Act.

Provided that nothing contained in this section shall apply to a tenant whose landlord is the State Government or the Central Government or other public authority notified under this Act.

Provided further that where the tenant denies the title of the landlord or claims right of permanent tenancy, the Tribunal shall decide whether the denial or claim is bonafide and if it records a finding to that effect, the landlord shall be entitled to sue for eviction of the tenant in a Civil Court and such court may pass a decree for eviction on any of the grounds mentioned in this section, notwithstanding that the court finds that such denial does not involve forfeiture of the lease or that the claim is unfounded.

(2) No landlord shall be entitled to evict a tenant during the subsistence of the lease period unless the landlord proves to the satisfaction of the tribunal that,

(i) the tenant has not paid or tendered the rent in respect of the building within fifteen days after the expiry of the time fixed in the agreement of tenancy with his landlord or in the absence of any such agreement by the last day of the month next following that for which the rent is payable.
(ii) the tenant before or after the commencement of this Act, without the written consent of the landlord, transfers his right under the lease or sub-lets the entire building or any portion thereof if the lease does not confer on him any right to do so:

Provided that an application under this clause shall not be made for the first time in respect of one and the same tenancy unless the landlord has sent a registered notice to the tenant intimating the contravention of the said condition of the lease and the tenant has failed to terminate the transfer or the sub-lease, as the case may be, within thirty days of the receipt of the notice or the refusal thereof.

Explanation: Where on the partition of a joint family or the rights of co-tenants or on the dissolution of a firm, the right of the joint family or the co-tenants or the firm under a lease is vested in a member of the joint family or a co-tenant or a partner, as the case may be, whether by act of parties or otherwise, no transfer by the tenant of his right under the lease shall be deemed to have taken place within the meaning of this clause; or

(iii) the tenant uses the building in such a manner as to destroy or reduce its value or utility materially and permanently; or

(iv) the landlord bonafide needs the building for his own occupation or for the occupation of any member of his family depend on him;

(v) the building is in such a condition that it needs reconstruction and if the landlord requires bonafide to reconstruct the same.

(vi) the tenant ceases to occupy the building continuously for six months without reasonable cause.

Provided that an application under clause (iii) to clause (vi) of this section shall be made only if the landlord has sent a registered notice to the tenant intimating the violation or the need, as the case may be, and give the tenant a reasonable time to vacate the building for putting the landlord in possession of the building.

(3) Where the tenant has not vacated the building even after the period of tenancy is over, the landlord or his authorised agent may apply to the Tribunal directing the tenant to put the landlord in possession of the building.

(4) The Tribunal after giving the tenant a reasonable opportunity of showing cause against the application referred to in sub-section (2) or sub-section (3) is satisfied that the claim of the landlord is bonafide or that the period of tenancy is expired and the tenant has not vacated the building make an order directing the tenant to put the landlord in possession of the building on such date as may be specified by the Tribunal and if the Tribunal is not so satisfied, it shall make an order rejecting the application:
Provided that the Tribunal may give the tenant a reasonable time for putting the landlord in possession of the building and may extend such time so as not to exceed three months in the aggregate.

(5) Where an application made under sub-section (2) or sub-section (3) for evicting a tenant has been rejected by the Tribunal, the tenancy shall, subject to the provisions of this Act, be deemed to continue on the same terms and conditions as before and shall not be terminable by the landlord except on one or more of the grounds mentioned in the above said sub-sections.

(6) Notwithstanding anything contained in this section, no person who is receiving or is entitled to receive the rent of a building merely as an agent of the landlord shall, except with the previous written consent of the landlord be entitled to apply for the eviction of a tenant.

9. Landlord not to interfere with amenities enjoyed by the tenant: (1) No landlord shall, without just or sufficient cause, cut off or withhold any of the amenities enjoyed by the tenant.

(2) A tenant in occupation of a building may, if the landlord has contravened the provisions of this section, make an application to the Tribunal complaining of such contravention.

(3) If the tenant satisfies the Tribunal that the amenities were cut off or withheld with a view to compel him to vacate the building or to pay an enhanced rent, the Tribunal may pass an interim order, directing the landlord to restore the amenities immediately, pending the enquiry referred to in sub-section (4).

Explanation: An interim order may be passed under this sub-section without giving notice to the landlord. Any interim order so passed may be modified or cancelled by final order and the Tribunal may give effect to such modification or cancellation.

(4) If the Tribunal on inquiry finds that the tenant has been in enjoyment of the amenities and that they were cut off or withheld by the landlord without just or sufficient cause, it shall make an order directing the landlord to restore such amenities and for the purpose of enforcement of such orders, the Tribunal may exercise all the powers of a civil court in executing a decree for injunction or for specific performance.

(5) The Tribunal may in its discretion direct that compensation not exceeding five thousand rupees;

a) be paid to the landlord by the tenant, if the application under sub-section (2) was made frivolously or vexatiously;

b) be paid to the tenant by the landlord, if the landlord had cut off or withheld the amenities frivolously or vexatiously;
(6) A tenant or landlord aggrieved by an order passed by the Tribunal under this section may within thirty days from the date of receipt of such order prefer an appeal in writing to the appellate authority within whose jurisdiction the building in respect of which the order appealed against is passed is situated and he shall pass such order on the appeal as he may deem fit.

10. Execution of order: Every order made under section 8 or section 9 or section 13 and every order passed on appeal under section 12 shall, after the expiry of the time allowed therein, be executed by the Munsiff or if there are more than one Munsiff, by the Principal Munsiff having original jurisdiction over the area in which the building is situated as if it were a decree passed by him:

Provided that an order passed in execution under this section shall not be subject to an appeal but shall be subject to revision by the court to which appeals ordinarily lie against the decisions of the said Munsiff.

11. Decisions, which have become final not to be re-opened: The Tribunal shall summarily reject any application under sub-section (2) or sub-section (3) of section 9 which raises between the same parties or between parties under whom they or any of them claim substantially the same issues as have been finally decided or purports to have been finally decided in the former proceeding under this Act or under the corresponding provisions of any law in force prior to the commencement of this Act or the corresponding provisions of any law repealed or superseded by such law.

12. Appeal: (1)(a) The Government may, by general or special order notified in the Gazette, confer on such officers and authorities not below the rank of a Subordinate Judge the powers of appellate authorities for the purpose of this Act in such areas or in such classes of cases, as may be specified in the order.

(b) Any person aggrieved by an order other than an order under sub-section (3) of section 9 passed by Tribunal may, within thirty days from the date of such order, prefer an appeal in writing to the appellate authority having jurisdiction. In computing the thirty days aforesaid, the time taken to obtain certified copy of the order appealed against shall be excluded.

2) On such appeal being preferred, the appellate authority may order stay of further proceedings in the matter pending decision on the appeal.

3) The appellate authority shall send for the records of the case from the tribunal and after giving the parties an opportunity of being heard and, if necessary after making such further inquiry as it thinks fit, either directly or through the Tribunal, shall decide the appeal.
Explanation: The appellate authority may, while confirming the order of eviction passed by the Tribunal, grant an extension of time to the tenant for putting the landlord in possession of the building.

(4) The appellate authority shall have all the powers of the Tribunal including the fixing of arrears of rent.

(5) The decision of the appellate authority, and subject to such decision, an order of the Tribunal shall be final and shall not be liable to be called in question in any Court of Law.

13. Costs: Subject to such conditions and limitations, if any, as may be prescribed, the costs of and incident to all proceedings before the Tribunal or the appellate authority referred to in section 12 shall be in the discretion of the Tribunal or the appellate authority which shall have full power to determine by whom or out of what property and to what extent such costs are to be paid and to give all necessary directions for the purpose.

Explanation: The appellate authority may set aside or vary any order passed by the Tribunal in regard to the costs of and incident to the proceedings before it.

14. Power to remand: In disposing of an appeal under this Act, the appellate authority may remand the case for fresh disposal according to such directions as it may give.

15. Order under the Act to be binding on sub-tenant. -Any order for the eviction of a tenant passed under this Act shall be binding on all sub-tenants under such tenant, whether they were parties to the proceedings or not, provided that such order was not obtained by fraud or collusion. In cases where sub-tenancy is allowed under the original agreement of tenancy the sub-tenant shall be made a party to the proceedings if he had given notice of the sub-tenancy to the landlord.

16. Proceeding by or against legal representative. - The provisions of section 146 and order Order XXII of the Code of Civil Procedure, 1908 (5 of 1908), shall, as far as possible, be applicable to the proceedings under this Act.

17. Summons etc. - (1) Subject to such conditions and limitations as may be prescribed, the Tribunal and the appellate authority shall have the powers which are vested in a Court under the Code of Civil procedure, 1908 (5 of 1908) when trying a suit in respect of the following matter:-

(a) discovery and inspection:-

(b) enforcing the attendance of witnesses, and requiring the deposits of their expenses;
(c) compelling the production of documents;
(d) examining witnesses on oath;
(e) granting adjournments;
(f) reception of evidence taken on affidavit;
(g) issuing commission for the examination of witnesses and for local inspection;
(h) setting aside exparte orders;
(i) enlargement of time originally fixed or granted;
(j) power to amend any defect or error in orders of proceedings; and
(k) power to review its own order.

(2) The Tribunal or the appellate authority may summon and examine suo moto any person whose evidence appears to it to be material, and it shall be deemed to be a civil court within the meaning of sections 557 and 561A of the Code of Criminal procedure, 1973 (2 of 1974)

18. **Time within which proceedings have to be disposed of.** - The Tribunal or the appellate authority shall, as far as may be practicable pass final orders in any proceedings before it within four months from the date of appearance of the parties thereto.

19. **Exemption.** - Notwithstanding anything contained in this Act, the Government may, in public interest or for any other sufficient cause, by notification in the Gazette, exempt any building or class of buildings from all or any of the provisions of this Act.

20. **Power to make rules** - (1) The Government may by notification on the Gazette make rules to carry out the purposes of this Act.

   (2) Without prejudice to the generality of the foregoing power, such rules may provide for,-
   
     (a) all matters expressly required or allowed by this Act to be prescribed;
     (b) the procedure to be followed by the Tribunal and appellate authorities in the performance of their functions under this Act;
     (c) the manner in which notices and orders under this Act shall be given or served;
     (d) setting aside exparte orders passed under this Act
     (e) applications for making legal representatives of deceased persons as parties to proceedings under this Act and the time within which such applications shall be preferred;

     (3) Every rule made under this Act and every notification issued under section 19 shall be laid as soon as may be after it is made or issued before the Legislative Assembly for a total period of fourteen days which may be comprised in one session or in two successive sessions, and if before the expiry of the session in which it is so laid or the session immediately following, the Legislative Assembly makes any modification in the rule or
notification or decides that the rule or notification should not be made or
issued, the rule or notification shall there after have effect only in such
modified form or be of no effect, as the case may be; so, however, that any
such modification or annulment shall be without prejudice to the validity of
anything previously done under that rule or notification.

21. **Protection of action taken in good faith.** - (1) No suit, prosecution or
other legal proceedings shall lie against any person for anything which is in
good faith done or intended to be done in pursuance of this Act or any rule,
order or direction made or issued thereunder.

(2) No suit or other legal proceedings shall lie against the
Government, any officer or authority for any damage caused or likely to be
causd by anything which is in good faith done or intended to be done in
pursuance of this Act, any rule, order or direction made or issued
thereunder.

22. **Repeal savings and special provision.** - (1) The Kerala Buildings
(Lease and Rent Control) Act, 1965 (2 of 1965) is hereby repealed.

(2) Notwithstanding the repeal of the Kerala Buildings (Lease and
Rent Control) Act, 1965 (Act 2 of 1965) (hereinafter in this section referred to
as the said Act), the provisions of Sections 4 and 23 of the Interpretation and
General Clause Act 1125 (VII of 1125), shall apply upon the repeal of the
said Act.

(3) The Rent Control Court and appellate authorities constituted under
the said Act shall continue as Tribunals and appellate authorities as the case
may be, constituted under this Act.

(4) All investigations or proceedings pending before the Rent Control
Courts, and appellate authorities immediately before the commencement of
this Act may be continued in accordance with the provisions of this Act.

**STATEMENT OF OBJECTS AND REASONS**

1. Rent Control and accommodation control were conceived as short-
term measures to overcome shortage of rented buildings and
accommodation during the war period in 1940s. The Rent and
Accommodation Control Acts were intended to be in operation for a short
and limited duration. In almost all States the Acts apply only to urban areas.

2. The continuance of Rent Control Laws and enactment of new ones,
however became a common feature in the interest of protection of tenants.
Accommodation control which was most difficult to operationalize became
inoperative over the years.
3. The Kerala Buildings (Lease and Rent Control) Act was enacted in 1959 integrating the laws in force in Travancore-Cochin and Malabar areas. The Act provided for the regulation of the letting of the buildings, the prevention of unreasonable eviction of tenants from buildings and for the control of rents in respect thereof. Even this Act was initially in force for a period of three years and was later extended up to end of March 1965 when the Kerala Buildings (Lease and Rent Control) Act 1965 was enacted. The object of the amended Act was also the same. The provision for accommodation control became inoperative. The major provisions of the act related to the control of rents, the fixation of fair rent, ban on the increase of fair rent and prohibition on the landlords to claim or receive anything in excess of fair rent or agreed rent. The Constitutional validity of the concerned provisions in the law was questioned before the Kerala High Court and in Issac Ninan Vs. State of Kerala (1995 (2) KLT 848), the High Court declared the provisions of Sections 5, 6 and 8 of the Act as ultravirous the Constitution of India and void. The Court also held that apart from the fact that the provisions are unjust and unreasonable as they offend Article 14 of the Constitution, they would also offend Article 19 (1) (g) of the Constitution. Constructing building and letting them out for rent to tenants would fall within the ambit of "Business" in Article 19 (1) (g). The limitation imposed on a person should not be arbitrary or of an excessive nature beyond what is required in the interest of general public.

4. 1965 Act, which was justified when enacted, had become unreasonable with the change in circumstances. It has resulted in a freeze on rents, very low returns in resuming possession and has adversely affected investment in rental housing and caused deterioration of rental housing stock. The existing provisions of the Act are not suitable for the local conditions in our State.

5. Therefore it is necessary to have new law for building lease to protect the right of landlord and tenants.

6. The Bill seeks to achieve the above objects.

FINANCIAL MEMORANDUM

Clause 3 of the Bill seeks to provide that the Government may, by notification in the Gazette appoint a person who is or is qualified to be appointed a Munsiff to be the tribunal for such local areas as may be specified therein.

Clause 12 of the Bill inter-alia provides that the Government may by general or special order notified in the Gazette, confer on such officers and
authorities not below the rank of a Subordinate Judge the powers of appellate authorities for the purpose of this.

The amount required for payment of salaries and allowances of the above mentioned officers and for maintenance of the establishment of such officers will have to be met from the consolidated Fund of the State.

Sub-clause (3) of clause 22 of the Bill further provides that the Rent Control Courts and appellate authorities constituted under the Kerala Buildings (Lease and Rent Control) Act, 1965 (2 of 1965) shall continue as Tribunals and appellate authorities constituted under the proposed legislation. Further if any new tribunal or appellate authorities is will necessary in any area the same can be entrusted to the existing civil courts in that area. Therefore if the Bill if enacted and brought in to operation would not involve any additional expenditure from the consolidated fund of State.

MEMORANDUM REGARDING DELEGATED LEGISLATION

1. Clause 3 of the Bill seeks to empower the Government by notification in the Gazette appoint a person who is or is qualified to be appointed a Munsiff to be the tribunal for a local area.

2. Clause 12 of the Bill seeks to empower the Government by general or special order notified in the Gazette, confer on such officers and authorities not below the rank or a Subordinate Judge the powers of appellate authorities for the purpose of the Act.

3. Clause 20 of the Bill seeks to empower the Government by notification in the Gazette to make rules to carry out the purposes of the Act.

4. The matters in respect of which rules may be made or orders may be issued are matters of procedure or of details and are of routine and administrative in nature. Further every rule made under the Act is subject to scrutiny by the legislative Assembly. The Delegation of legislative power is thus of a normal character.
Source: Department of Economics and Statistics, Thiruvananthapuram
MAP OF KOTTAYAM DISTRICT

Source: Department of Economics and Statistics, Thiruvananthapuram
Source: Department of Economics and Statistics, Thiruvananthapuram