



A.No.829 of 2026  
& C.S.SR.No.22459 of 2026

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**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED: 29-07-2026**

**CORAM:**

**THE HON'BLE DR.JUSTICE A.D.MARIA CLETE**

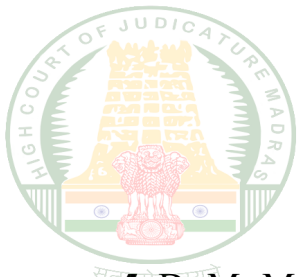
**A.No.829 of 2026**  
**and C.S.SR.No.22459 of 2026**

1. Mrs.Lakshmi Murthy
2. Ms.Vidha Gajapathi Raju Singh

..Applicants/  
Plaintiffs

Vs

1. Andhra Mahila Sabha Trust,  
Represented by its Secretary,  
Having its Registered Office at  
No.12, Dr.Durgabai Deshmukh Road,  
R.A.Puram, Chennai 600 028
2. Durgabai Deshmukh Mahila Sabha  
(Previously known as Andhra Mahila Sabha),  
Represented by its General Secretary,  
Having its Registered Office at  
No.12, Dr.Durgabai Deshmukh Road,  
R.A.Puram, Chennai 600 028
3. Mr.Justice B.P.Jeevan Reddy,  
President of Andhra Mahila Sabha Trust Board,  
Residing at Plot No.301, Raod No.25,  
Jubilee Hills, Hyderabad – 500 033  
Also having office at  
No.12, Dr.Durgabai Deshmukh Road,  
R.A.Puram, Chennai 600 028
4. Mrs.K.Lakshmi,  
Life Trustee of Andhra Mahila Sabha Trust Board



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5. Dr.Mr.Mohan Kanda, I.A.S. (Retd.),  
Life Trustee of Andhra Mahila Sabha Trust Board

6. Mr.S.V.Rao,  
Life Trustee of Andhra Mahila Sabha Trust Board

7. Mr.Srikrishna,  
Life Trustee of Andhra Mahila Sabha Trust Board

8. Mr.Justice L.Narasimha Reddy,  
Life Trustee of Andhra Mahila Sabha Trust Board

9. Mr.I.Y.R.Krishna Rao, I.A.S., (Retd.),  
Life Trustee of Andhra Mahila Sabha Trust Board

10. Mrs.Jayashree Balachander, I.A.S. (Retd.),  
Life Trustee of Andhra Mahila Sabha Trust Board

11. Mrs.P.V.Nirmala Raja,  
Life Trustee of Andhra Mahila Sabha Trust Board

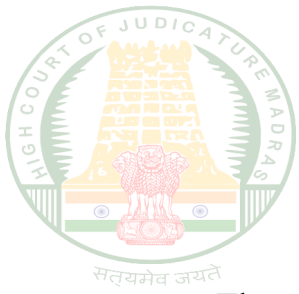
12. Krishna Institute of Medical Sciences Limited,  
Having its registered office at  
No.1-8-31/1, Minister Road,  
Secunderabad, Telungana 500 003

..Respondents / Defendants

**PRAYER in A.No.829 of 2026:** Application filed under Section 92 of the Code of Civil Procedure, 1908 to grant leave to the applicants / plaintiffs to initiate the present suit.

For Applicants: Mr.P.S.Raman, Senior Counsel  
For Mr.K.Gowtham Kumar

For Respondents: Mr.R.Parthasarathy,  
for M/s.Aparajitha Vishwanathan for RR 1 to 9  
Mr.P.J.Rishikesh, for RR 10 & 11  
Mr.T.K.Bhaskar, for Mr.S.Santosh for R-12



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## **ORDER**

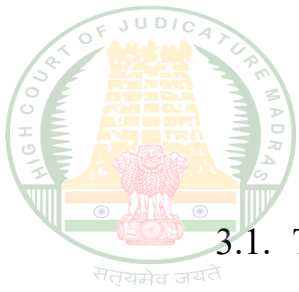
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The applicants have filed the present application seeking leave under Section 92 of the Code of Civil Procedure, 1908 to institute a suit against the respondents. A copy of the proposed plaint has been presented along with the application.

2. There is no dispute that the first respondent is a public charitable trust within the meaning of Section 92 of the Code of Civil Procedure, 1908. As regards their own standing, the first applicant pleads that she is a Life Member of the second respondent Society and that she formerly served in the administration of Dr.Durgabai Deshmukh General Hospital and Research Centre, having been appointed its Joint Secretary in 2004 and thereafter, as Secretary of its Administrative Committee / Governing Body in 2011, an office she held until 2013. The second applicant pleads sustained participation, through the Chennai Downtown chapter of Soroptimist International, in charitable programmes undertaken jointly with the Society.

3. The brief averments of the application are as under:-

The applicants have levelled several allegations of mismanagement against the current office-bearers of the first respondent Trust, contending that they have acted and continue to act contrary to the objects and interests of the Trust.



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3.1. The principal and substantial grievance of the applicants is that the property mentioned in the schedule belongs to the first respondent Trust and that respondents 3 to 11, in breach of the principles of transparency and fair dealing, have purportedly granted the property to the twelfth respondent under a long-term Leave and Licence arrangement without obtaining the Court's permission.

3.2. It is further alleged, inter alia, that the respondents had, even before initiating the process, privately decided to grant the property to the twelfth respondent. Consequently, no wide publicity was given to invite offers from the public, nor were other prospective bidders allowed to participate, despite some of them allegedly offering terms more beneficial to the trust than those offered by the twelfth respondent. The applicants contend that the entire process was predetermined and lacked fairness, transparency and competitiveness.

3.3. The principal challenge in the proposed suit is directed against the purported Leave and Licence Agreement dated 20.12.2025, said to have been executed between the first defendant Trust and the twelfth defendant. One of the principal reliefs sought in the plaint is a declaration that the said purported Leave and Licence Agreement dated 20.12.2025 is illegal, arbitrary, void, and non est in the eye of the law.



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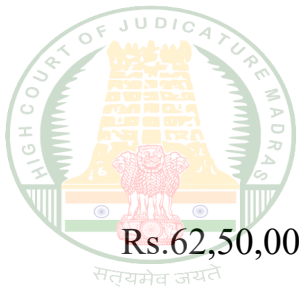
4. The brief contents of the first respondent's counter are as follows:-

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4.1. The first respondent has filed a detailed counter-affidavit denying all the allegations made in the application. It is contended that the purported Leave and Licence Agreement entered into between the first respondent and the twelfth respondent was intended to maximise the value of the trust assets and thereby serve the best interests of the trust.

4.2. It is further stated that an Expression of Interest (EOI) was published on 21.08.2025 in both English and vernacular newspapers, inviting offers from interested persons. According to the first respondent, the applicants have not approached the Court in good faith. Mere bald or vague allegations of mismanagement, unsupported by any prima facie material, are insufficient to grant leave under Section 92 of the Code of Civil Procedure, 1908. The present application, founded on generalised allegations, does not disclose a cause warranting leave.

4.3. The first respondent further submits that, under the terms of the Leave and Licence Agreement, the trust is entitled to an interim licence fee of Rs.10,00,000/- per month for the initial period of thirty months, and thereafter a licence fee calculated at Rs.25/- per sq. ft. of the total built-up area, subject to a cap of



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Rs.62,50,000/- per month, in addition to other beneficial terms and conditions. It is therefore contended that the present management has bona fide exercised its discretion in entering into the said arrangement, which is in the best interests of the trust.

4.4. It is also contended that the trust was not required to obtain the Court's prior permission before entering into the Leave and Licence Agreement, as the transaction does not constitute a transfer or alienation of the trust property. According to the first respondent, ownership of the property remains vested in the trust, and it continues to be held for the benefit of the second respondent. It is further contended that it is a settled principle of law that where no right, title or interest in immovable property is transferred or created in favour of another, prior permission of the Court is not necessary for the trustees to deal with the property by way of a leave and licence arrangement.

4.5. The first respondent has also denied the allegations of collusion between the trustees and the licensee as false, baseless and motivated. It is further contended that the present application has been instituted not in the interest of the trust but to secure personal advantage and to achieve oblique motives, and therefore deserves to be dismissed.



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5. The 12th respondent files a separate counter-affidavit supporting the stand taken by the first respondent. It justifies the Leave and Licence Agreement entered into with the first respondent and denies all the allegations made by the applicants. It further states that, apart from the public notice issued by the first respondent inviting Expressions of Interest, the twelfth respondent also issued a public notice inviting objections, if any, before entering into the Leave and Licence Agreement. According to the twelfth respondent, the agreement has been validly executed and is legally enforceable.

6. The brief contents of the tenth and eleventh respondents' counter are as under:

6.1.The tenth and eleventh respondents have also filed separate pleadings styled as counter-affidavits. However, rather than supporting the first respondent Trust's position, they have substantially supported the applicants' case and questioned the manner in which the transaction was approved and executed.

6.2. The tenth respondent has stated that the full market value of the trust property was neither formally disclosed nor discussed in detail before the Board of Trustees. According to him, no independent professional valuation of the property



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was placed before the Board when it approved the transaction. It is further contended that the Expression of Interest (EOI) was published only in the Chennai editions of the newspapers, not on a wider or national scale. The ten-day period prescribed for submitting Expressions of Interest was unduly short, and the advertisement ought to have been published in newspapers with wider circulation across the country to secure better offers for the trust.

6.3. The tenth respondent has further alleged that although the Board had approved only a Leave and Licence arrangement, the document ultimately executed and registered was, in substance, a lease deed, thereby materially altering the nature of the transaction without the Board's approval.

6.4. The eleventh respondent has similarly contended that the document registered on behalf of the Trust contains several material deviations from the draft approved by the Board of Trustees. According to him, these are not mere clerical errors but substantive alterations that confer undue benefits upon the twelfth respondent to the detriment of the Trust. It is alleged that, whereas the Board approved a term of twenty years, the registered document provides for a period of twenty-six years; while the Board approved an annual escalation of 3% in the licence fee, the registered document postpones such escalation for ten years, thereby causing



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substantial financial loss to the Trust. It is further alleged that, although the Board approved only a revocable Leave and Licence arrangement, the registered document grants exclusive possession, thereby assuming the characteristics of a lease.

6.5. The eleventh respondent has also contended that the Expression of Interest allowed only ten days to submit offers and did not disclose either the exact location of the property or the name of the Trust. According to him, the senior trustees' request to re-advertise the Expression of Interest to improve price discovery was not accepted. It is further alleged that the Trust proceeded in undue haste without obtaining any independent valuation of the 22 grounds of prime property situated at Raja Annamalaipuram, Chennai. It is also contended that the document ultimately registered materially differed from the one approved by the Board, and that the comparative evaluation of the four entities which submitted Expressions of Interest, together with the terms and financial offers made by the competing applicants, was never placed before the Board for its consideration.

7. The point for consideration in this application is as follows:

“Whether leave should be granted?”

**8. The Point:** The question of granting leave under Section 92 of the Code of Civil Procedure is entirely distinct from the passing of a decree in the suit. Grant of



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leave is only a condition precedent to the institution of a suit under Section 92 of the Code of Civil Procedure and does not amount to an adjudication on the merits of the disputes raised therein.

9. The consideration of an application for leave under Section 92 of the Code of Civil Procedure is on an entirely different footing from the adjudication of the suit on its merits. It does not amount to a determination of the parties' rights or of the correctness of the allegations in the plaint.

10. In the present case, both sides made extensive submissions on the application. Such extensive arguments are understandable, having regard to the stature of some of the parties, who had once held judicial office, and the fact that the trust property involved is of substantial value and situated in a prime locality. Nevertheless, the scope of enquiry at the stage of granting leave is narrow and circumscribed by settled principles of law.

11. It is well settled that, when considering an application under Section 92 of the Code of Civil Procedure, the Court is not expected to conduct a mini-trial or adjudicate disputed questions of fact. The Court is not required to examine the truth,

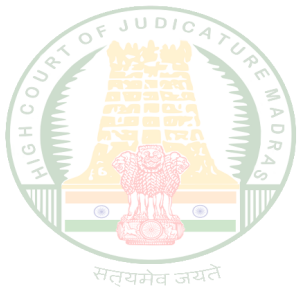


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correctness or otherwise of the allegations in the plaint, nor is it expected to evaluate the evidence that the parties may ultimately adduce. The enquiry is confined to ascertaining whether the plaint, on a meaningful reading, discloses a prima facie case within the ambit of Section 92 of the Code of Civil Procedure, namely, the existence of a public charitable or religious trust, allegations of breach of trust or the necessity for directions for the administration of the trust, and the reliefs contemplated under the said provision.

12. Therefore, at this preliminary stage, the applicants are not required to establish the allegations in the plaint conclusively. The truth or otherwise of those allegations, as well as the rival contentions raised by the respondents, are matters to be adjudicated upon only after a full-fledged trial based on pleadings and evidence. If the plaint, on its face, satisfies the statutory requirements of Section 92 of the Code of Civil Procedure and discloses a prima facie cause for invoking the Court's jurisdiction, leave ought to be granted, leaving all disputed questions to be decided at the appropriate stage of the suit.

13. The essential requirements for granting leave under Section 92 of the Code of Civil Procedure are as follows:



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*(i) The trust in question must be an express or constructive trust created for a public charitable or religious purpose;*

*(ii) The applicants seeking leave must be two or more persons having a real, substantial and bona fide interest in the trust;*

*(iii) The plaint must disclose a prima facie case of breach of trust, mismanagement or the necessity for the directions of the Court in the administration of the trust; and*

*(iv) The reliefs claimed in the proposed suit must be one or more of those enumerated under Section 92(1) of the Code of Civil Procedure, or otherwise seek directions of the Court for the proper administration of the trust.*

14. In the present case, the first requirement is plainly satisfied: it is not in dispute that the first respondent is a public charitable trust. As regards the second requirement, the applicants' interest is disputed by the contesting respondents, who describe them as strangers acting at the behest of undisclosed commercial interests. However, the pleaded facts noticed earlier, the first applicant's life membership of the second respondent Society and her past service as Joint Secretary and, later, Secretary of the Administrative Committee of Dr.Durgabai Deshmukh General Hospital and Research Centre, and the second applicant's sustained association with



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the Society's charitable programmes through the Chennai Downtown chapter of Soroptimist International, disclose, prima facie, a real, substantial and bona fide interest in the proper administration of the Trust. The third and fourth requirements are considered in the discussion that follows.

15. The gravamen of the allegations in the plaint is that the Leave and Licence/Lease arrangement entered into between the first and twelfth respondents in respect of a valuable trust property was brought about clandestinely, without transparency, and with a predetermined intention to confer an undue benefit upon the twelfth respondent, thereby acting contrary to the interests and objects of the Trust. Whether these allegations are ultimately established is a matter for trial. However, for the purpose of considering the present application, the Court is only required to ascertain whether the plaint discloses a prima facie case warranting an enquiry under Section 92 of the Code of Civil Procedure.

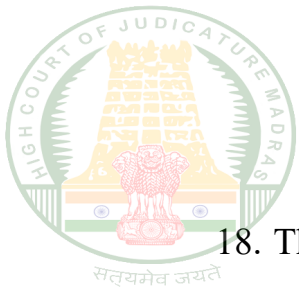
16. Significantly, the allegations in the plaint are prima facie reflected in the pleadings filed by the tenth and eleventh respondents. Although styled as counters, these pleadings question the process adopted and the terms of the instrument ultimately executed. Both respondents have categorically stated that the document



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ultimately executed and registered was materially different from what the Board of Trustees had approved. According to them, the Board had approved only a Leave and Licence arrangement, whereas the executed and registered document created substantially different rights in favour of the twelfth respondent. They have further alleged that the registered instrument contains material deviations from the resolution passed by the Board, including extending the period from the approved twenty years to twenty-six years and altering the rent escalation clause by deferring or omitting the approved annual enhancement for the initial period. If these assertions are ultimately established, they would constitute substantive departures from the Board's decision and would be matters requiring judicial scrutiny.

17. It is also an admitted fact that the Expression of Interest was published on 21.08.2025 in the Chennai editions of one English daily and one Tamil daily, and that a short period, stated to be of about ten days, was provided for the submission of proposals; the adequacy of that publicity is, however, sharply contested. Given the nature of the trust, the property's prime location and substantial value, and the long-term nature of the transaction, whether such publication afforded adequate publicity and a fair opportunity to secure the best possible offer for the Trust is itself a matter that deserves examination at trial.



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18. The Court refrains from expressing any final opinion on the correctness of these allegations. Nevertheless, the pleadings, read as a whole, disclose substantial issues concerning the administration of the Trust and the manner in which its valuable immovable property was dealt with. The allegations cannot be characterised as frivolous, vexatious or illusory. They raise serious questions that require a full-fledged enquiry upon evidence, and therefore furnish a sufficient prima facie basis for the grant of leave under Section 92 of the Code of Civil Procedure, 1908.

19. The applicants have further alleged that the office-bearers of the first respondent Trust deliberately conducted the process in a manner that effectively eliminated genuine competition, with the sole intention of conferring an undue advantage upon the twelfth respondent. It is specifically alleged that the Expression of Interest notification failed to disclose the location of the trust property proposed to be licensed/leased, thereby depriving prospective participants of essential information needed to submit competitive offers. According to the applicants, the manner in which the process was undertaken lacked transparency and fairness and was designed to discourage wider participation.

20. It is further alleged that, by acting in the aforesaid manner, the trustees committed a breach of trust, failed to safeguard the interests of the Trust, and caused



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substantial financial loss to the Trust in relation to a valuable immovable property.

Whether these allegations are true can only be determined after a full trial on the evidence. At this stage, they cannot be rejected as frivolous or devoid of substance.

21. The applicants have also contended that the trustees have granted possession and enjoyment of valuable trust property to the twelfth respondent for a long term without obtaining the prior permission of the competent Court, as contemplated by law. According to the applicants, such a transaction is contrary to the statutory provisions governing public trusts and is therefore liable to be examined in the suit. Whether prior permission of the Court was legally mandatory in the facts and circumstances of the case, and the legal consequences of its absence, are questions that arise for adjudication on the merits and cannot be conclusively determined at the stage of considering an application for leave under Section 92 of the Code of Civil Procedure.

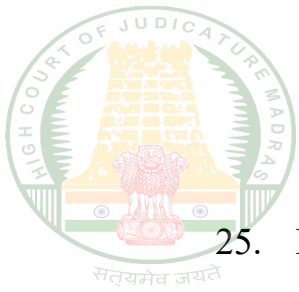
22. In the counter-affidavit, the first respondent has contended that prior permission of the Court is required only where there is a transfer of ownership of the trust property, and not in cases where no such transfer occurs. Prima facie, this contention does not appear to align with the language of Section 92(1)(f) of the Code of Civil Procedure.



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23. Section 92(1)(f) of the Code of Civil Procedure expressly empowers the Principal Civil Court of original jurisdiction to grant leave to authorise the sale, mortgage, exchange or letting of trust property. The provision is not confined to transactions involving an absolute transfer of ownership. Significantly, the legislature has included “mortgage” within the provision’s ambit, even though a mortgage does not ordinarily result in a transfer of absolute ownership. Therefore, the contention that prior permission is necessary only in cases involving transfer of title does not, at least on the face of it, accord with the statutory scheme.

24. The first respondent has further contended that permission of the Court is required only where substantive rights in the trust property are created in favour of a third party. In the present case, the registered deed dated 20.12.2025 contains clauses conferring substantial rights upon the twelfth respondent. Clause 9 authorises the twelfth respondent to sub-let the suit property or the premises constructed thereon. By contrast, Clause 12 empowers the twelfth respondent to mortgage the leasehold interest to raise finance. These clauses undoubtedly create significant proprietary and commercial rights in favour of the twelfth respondent. Whether such rights could validly be conferred without obtaining the leave of the competent Court is a matter for examination at trial.



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25. It is also pertinent to note that the Trust Deed dated 18.10.1948, stated in the pleadings to have been registered as Document No.115 of 1948 on the file of the Registrar, Mylapore, has not been produced before this Court. In the absence of the Trust Deed, it is not possible, at this stage, to ascertain whether the trustees were expressly authorised to sell, mortgage, lease or otherwise deal with the immovable properties of the Trust without obtaining the sanction of the Court. If the Trust Deed contains an express authorisation enabling the trustees to enter into such transactions, the legal consequences of that authorisation will have to be considered during the trial. Conversely, if no such power exists, the question of whether prior permission of the Court was mandatory would also require adjudication.

26. At this stage, the Court refrains from expressing any conclusive opinion on the applicability of Section 92(1)(f) of the Code of Civil Procedure, or on the validity of the impugned transaction. It suffices to observe that the issue raises a substantial and arguable question of law, together with disputed questions of fact, which cannot be decided in proceedings for the grant of leave under Section 92 of the Code of Civil Procedure, and necessarily requires a full-fledged trial.

27. Both sides relied on a catena of citations. The learned counsel appearing for the first respondent relied on the following decisions in support of the contention that

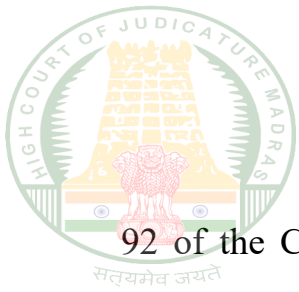


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leave under Section 92 of the Code of Civil Procedure ought not to be granted. The applicability of each decision is considered.

(i) In **Chairman Madappa v. M.N. Mahanthadevar and Others, 1965 SCC OnLine SC 110**, the Hon'ble Supreme Court held that where a court-framed scheme authorises the trustees or managers to alienate trust property without prior permission of the Court, insisting on such permission would be unnecessary and burdensome to the trust. The decision does not lay down that trustees have an unrestricted right to alienate trust property in every case. In the present case, no trust deed or scheme has been produced conferring such power upon the trustees. On the contrary, the applicants have specifically alleged that the trustees acted arbitrarily and in collusion with the 12th respondent, thereby prejudicing the interests of the Trust. Whether those allegations are true is a matter for trial and cannot be adjudicated at the stage of considering leave under Section 92 of the Code of Civil Procedure. Hence, the said decision does not assist the respondents.

(ii) **Vidyodaya Trust v. Mohan Prasad R., (2008) 4 SCC 115**, is of no assistance to the respondents. In that case, the Hon'ble Supreme Court held that a suit under Section 92 of the Code of Civil Procedure is not maintainable where its dominant purpose is to vindicate a private or individual right, and that the suit's maintainability must be determined from the averments in the plaint. In the present case, a reading of the plaint shows that the reliefs sought fall squarely within Section



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92 of the Code of Civil Procedure and are intended to protect the interests of the public trust. The dominant purpose of the suit is the administration and protection of the trust, not the enforcement of any individual or private right. Hence, the said decision is clearly distinguishable.

(iii) **The Church of South India v. T. John and Others, 2012 SCC OnLine Ker 8142**, is distinguishable on facts. In that case, the Kerala High Court set aside the order granting leave under Section 92 of the Code of Civil Procedure because one of the applicants had neither disclosed nor established the nature of his interest in the trust. In the present case, the first applicant is a former office-bearer of the first respondent Trust, and the second applicant has specifically pleaded that he is closely associated with the Trust through his organisation. Prima facie, their interest has been disclosed. Further, in **Operation Asha v. Shelly Batra, (2026) 1 SCC 569**, the Hon'ble Supreme Court clarified that the "interest" contemplated under Section 92 of the Code of Civil Procedure need not necessarily be direct or proprietary; a real, substantive and genuine interest in the proper administration of the public trust is sufficient.

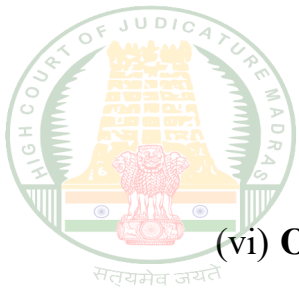
(iv) In **Bhupinder Singh v. Joginder Singh, (2020) 18 SCC 243**, the Hon'ble Supreme Court held that leave of the Court is a mandatory condition precedent to instituting a suit under Section 92 of the Code of Civil Procedure, and that such leave cannot be presumed merely because the suit was entertained and proceeded to trial.



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The Court, however, recognised that in an urgent case leave may be granted without prior notice to the defendants, subject to the defendants' right to seek revocation of the leave. The said decision does not assist the respondents in the present case, as the applicants have applied for leave before instituting the suit.

(v) **Rev. Francis Savaeri Muthu v. Jeyapandi, 2024 SCC OnLine Mad 5675**, is clearly distinguishable. In that case, the Hon'ble Madras High Court set aside the order granting leave under Section 92 of the Code of Civil Procedure on two grounds, namely, (i) the Trust, a necessary party, had not been impleaded, and (ii) the applicants had merely made a bald assertion that they were beneficiaries without disclosing the nature of their interest in the Trust. In the present case, the Trust has been impleaded as a party, and the first applicant is a former office-bearer of the first respondent Trust. In contrast, the second applicant has specifically pleaded his association with the Trust through his organisation. Thus, the applicants have disclosed their interest in the Trust. Further, the Hon'ble Supreme Court in **Operation Asha v. Shelly Batra, (2026) 1 SCC 569**, has clarified that the interest contemplated under Section 92 of the Code of Civil Procedure need not necessarily be direct or proprietary, but only a real and genuine interest in the proper administration of the public trust. Hence, that decision does not advance the respondents' case.

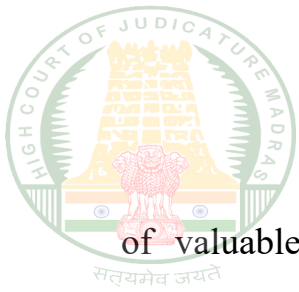


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(vi) **Operation Asha v. Shelly Batra, (2026) 1 SCC 569**: In that decision, the Hon'ble Supreme Court exhaustively reviewed earlier precedents on Section 92 of the Code of Civil Procedure and reiterated that, at the stage of granting leave, the Court is required to examine only whether the plaint prima facie discloses (i) the existence of a public charitable or religious trust, including a constructive trust where applicable, (ii) allegations of breach of trust or the necessity for directions for administration, (iii) the interest of the plaintiffs in the trust, and (iv) the reliefs contemplated under Section 92 of the Code of Civil Procedure. The Court further held that a society registered under the Societies Registration Act may, depending on its constitution and objects, be treated as holding its properties in a constructive trust for public charitable purposes and therefore be amenable to a suit under Section 92 of the Code of Civil Procedure.

28. The said decision does not lay down any new principle that the Court should examine the truth or sufficiency of the allegations at the stage of granting leave. On the contrary, it reiterates that the merits of the allegations are matters for trial and that leave is to be granted if the plaint discloses a prima facie case within Section 92 of the Code of Civil Procedure.

29. In the present case, the applicants have alleged specific acts of breach of trust and mismanagement, namely, the execution of a long-term document in respect

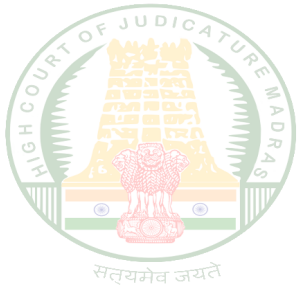


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of valuable trust property without obtaining prior permission of the Court as contemplated under Section 92(1)(f) of the Code of Civil Procedure, material deviations from the Board's resolution, inadequate publicity for inviting offers, absence of an independent valuation, and consequential loss to the Trust. The applicants have also shown, prima facie, that they are persons having an interest in the Trust and have sought reliefs falling within Section 92 of the Code of Civil Procedure.

30. Therefore, the ratio in Operation Asha does not advance the case of the 1st respondent. Rather, the principles enunciated therein support the grant of leave, as this Court is concerned only with the existence of a prima facie case, not with the ultimate correctness of the allegations, which must be adjudicated after evidence is recorded.

31. Accordingly, none of the authorities relied upon by the first respondent persuades this Court to reject the present application. The principles laid down therein are well settled. However, those decisions were decided on their own facts and do not militate against the grant of leave in the present case, where the plaint discloses a prima facie case of breach of trust and raises substantial issues concerning the administration of a public charitable trust, requiring adjudication after a full-fledged trial.



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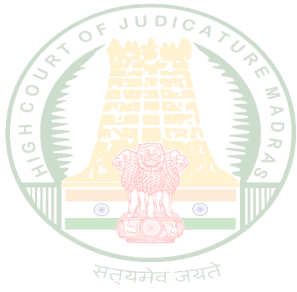
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32. In view of the foregoing discussion, this Court is satisfied that the applicants have made out a prima facie case warranting the grant of leave under Section 92 of the Code of Civil Procedure. It is made clear that the observations contained in this order are confined solely to the question of the grant of leave and shall not be construed as expressing any opinion on the merits of the allegations made in the plaint, all of which remain open for adjudication during the trial.

33. Accordingly, the application is allowed. Leave under Section 92 of the Code of Civil Procedure is granted to the applicants to institute the proposed suit. However, there shall be no order as to costs.

**29.07.2026**

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**DR.A.D.MARIA CLETE, J.,**

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Dated:  
**29.07.2026**