



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-07-2026

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

CMA No. 2398 of 2026

and

CMP Nos.18381 & 18384 of 2026

K.Nayeem Basha
S/o. Kaleel Basha

Appellant(s)

Vs

1. A.Jameel
S/o. Ahamed Sheriff Hereditary
Muthawalli Hazrath Syed Shah
Mohamed Deen Kirmani (Rah) Tomb
and Burial Ground Waqf Vellore Main
Road (Opp. Eadgah) Veppur Village,
Ranipet Dist.

2.Tamil Nadu Waqf Board
Rep by its Chief Executive Officer No.1
Jaffer syrang St Vallal Seethakathi
Nagar Chennai 001.

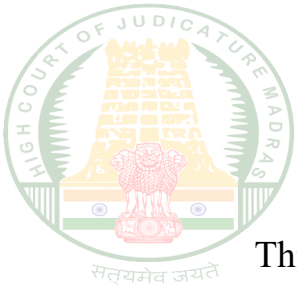
Respondent(s)

PRAYER

Civil Miscellaneous Appeal filed under Section83(9) of the Unified Waqf Management, Empowerment, Efficiency and Development Act, 1995, to set aside the Fair and Decretal order of the Tamil Nadu Waqf Tribunal, Chennai, passed in OA No. 98 of 2024 dt. 05.06.2026.

For Appellant(s): Mr.S.V.Karthikeyan

For Respondent(s): Mr.H.Mohamed Ghouse



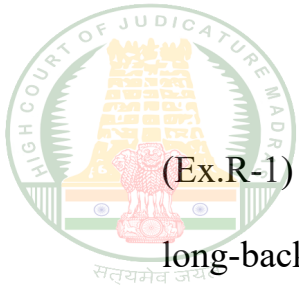
JUDGMENT

This appeal has been filed under Section 83(9) of the Unified Waqf Management, Empowerment, Efficiency and Development Act, 1995 against the fair and decretal order of the Tamil Nadu Waqf Tribunal, Chennai in OA.No.98 of 2024 dated 05.06.2026.

2.The 1st respondent has filed an application under Section 83(1)(2) of the Waqf Act, 1995 (for brevity hereinafter referred to as the “Act”) seeking for the relief of permanent injunction restraining the appellant, his men, agents or any other persons from encroaching, encumbering or disturbing the possession and management of the schedule property.

3.The appellant filed a counter affidavit and took a stand that the property is a vacant site and a lease agreement was executed by the Mutawalli of the Waqf on 24.01.2023 and the possession was also handed over to the appellant. Thus, the appellant claimed to be a lawful tenant and in occupation of the property under a lease deed and hence took a stand that the application filed by the 1st respondent is not maintainable and is liable to be dismissed by the Tribunal.

4.The Tribunal, on considering the facts and circumstances of the case and on appreciation of evidence came to a conclusion that the rental agreement



(Ex.R-1) has been executed by a person who ceased to be a Mutawalli long-back and therefore the so called agreement will not bind the 1st respondent.

The Tribunal also came to a conclusion that there is a procedure that is contemplated under the Waqf Properties Lease Rules, 2014 and the said procedure has to be followed before leasing the property belonging to the Waqf to any third party. In view of the same, the Tribunal by an order dated 05.06.2026, granted the order of permanent injunction against the appellant and also made it clear that the 1st respondent can proceed further to call for tender and the appellant was also given an opportunity to participate in the tender and make their claim. Aggrieved by the same, the present appeal has been filed before this Court.

5. Heard the learned counsel for the appellant and the learned counsel for the respondents.

6. It is contended that the rental agreement dated 03.11.2023, which was marked as Ex.R-1 was executed under the seal of the Waqf and therefore it will bind the Waqf. Apart from that after the execution of the rental agreement, rent was also paid which is born out by the rental receipts which was marked as Ex.R-2. It is contended that the appellant cannot be treated like a stranger and the appellant is a lawful tenant in the property and hence the appellant has the legal right to remain in possession and enjoyment of the property and he cannot



be evicted or prevented unless and otherwise by due process of law.

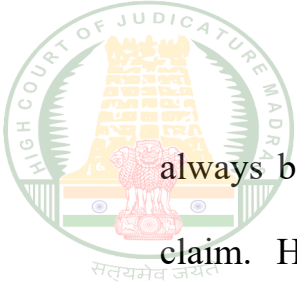
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7.The Tribunal on appreciation of evidence has come to the categorical conclusion that the rental agreement was executed by a self-styled Mutawalli who ceased to hold that position long-back. Even though he has used the seal of the Waqf, that does not in any way bind the Waqf and compel the Waqf to accept the appellant as a tenant in the property.

8.Apart from the above, the Tribunal has also taken into consideration the provisions of the Waqf Properties Lease Rules and held that the property can be leased only in accordance with those rules and not otherwise.

9.The reasoning given by the Tribunal does not suffer from any perversity warranting the interference of this Court. What has been purportedly leased to the appellant by a self-styled Mutawalli is a vacant property measuring an extent of 480 sq.ft, at Arcot for a monthly rent of Rs.100/-. If such rental agreements are acted upon and persons are recognised as tenants, the Waqf will be put to irreparable loss and hardship. In view of the same, this Court does not find any merits in the present appeal.

10.The Tribunal while allowing the application has also made it clear that the 1st respondent will call for tender in order to lease the properties and it will



always be left open to the appellant to participate in the auction to make the claim. Hence, the right of the appellant to participate and to take the property on lease in an auction has not been curtailed.

11.In the result, this Civil Miscellaneous Appeal is dismissed. No costs.

Consequently, connected miscellaneous petitions are closed.

22-07-2026

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

KP

To

Tamil Nadu Waqf Board

Rep by its Chief Executive Officer No.1

Jaffer syrang St Vallal Seethakathi

Nagar Chennai 001



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N.ANAND VENKATESH J.

KP

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