



WEB COPY

WP No. 463 of 2026



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-02-2026

CORAM

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

**WP No. 463 of 2026
and
W.M.P.No.569 of 2026**

S.Mohammed Kamaluddin

..Petitioner

Vs

1. The Tamilnadu Wakf Board,
Represented by its Chairman,
No.1, Jaffar Syrang Road,
Vallal Seethakathi Nagar,
Chennai - 600 001.
2. The Chief Executive Officer,
The Tamilnadu Wakf Board,
No.1, Jaffar Syrang Road,
Vallal Seethakathi Nagar,
Chennai - 600 001.
3. The Chief Administrative Officer,
The Tamilnadu Wakf Board,
No.1, Jaffar Syrang Road,
Vallal Seethakathi Nagar,
Chennai - 600 001.
4. The Superintendent of Wakfs
Periya Pallivasal Complex,
Poonamallee, Chennai-600 056.
5. Anjuman-e-Ithihathe Islam Masjid
Madarasa & Muslim Burial Ground,
Represented by its Muthawalli,
situated at Thoraipakkam,
Kancheepuram District.

..Respondents



Prayer: Writ Petition filed under Article 226 of the Constitution of India for the issuance of Writ of Mandamus, directing the respondents 1 to 4 to desal the leased premises morefully at land admeasuring 4,800 sq.ft., consisting of an asbestos-sheet structure situated at Anjuman-e-Ithihathe Islam Masjid, No.2/1109, 1st Main Road, Alima Colony, Mahatma Gandhi Nagar, Okkiyam, Thoraipakkam, Chennai - 600 097, and forming part of Survey No.408/1A, Okkiyam Thoraipakkam Village, Kancheepuram District and further to direct the fifth respondent to execute a Lease Agreement in favour of petitioner within a time frame stipulated by this Court.

For Petitioner: Mr.H.Shabeer Ali

For Respondents: Mr.S. Haja Mohideen Gisthi for R1 to R4

No appearance -R5

ORDER

The writ petition is filed seeking a direction to respondents 1 to 4 to de-seal the leased premises, being land admeasuring 4,800 sq.ft., consisting of an asbestos-sheet structure situated at Anjuman-e-Ithihathe Islam Masjid, No.2/1109, 1st Main Road, Alima Colony, Mahatma Gandhi Nagar, Okkiyam, Thoraipakkam, Chennai-600 097, forming part of Survey No.408/1A, Okkiyam, Thoraipakkam Village, Kancheepuram District and further to direct the fifth respondent to execute a lease agreement in favour of the petitioner within a time frame stipulated by this Court.



2. Upon hearing the learned counsel appearing for the petitioner and perusing the affidavit filed in support of the writ petition and the material records of the case, the case of the petitioner is that the aforementioned land measuring 4,800 square feet is part of Wakf property. The Wakf is a composite Wakf consisting of *kabristana*, Masjid and other endowments. On 01.05.2015, one Fathaq MBG Trust, represented by its President, *S.H.Ansar Basha*, claiming to represent the Wakf, entered into a lease agreement with the petitioner, leasing out the aforesaid property on a monthly rent of Rs.24,000/-. The advance amount was Rs.6,00,000/-. The petitioner paid the advance amount and commenced further construction with asbestos sheets to run a chicken centre. At that juncture, a third party filed W.P. No.29822 of 2015 and an order of *status quo* was passed by this Court on 22.09.2015.

3. In view thereof, the property with the construction thus far made by the petitioner remained as such. Thereafter, when the 11 month lease came to an end, the very same person renewed the lease by an agreement dated 25.03.2016 on the condition that the petitioner pay an additional advance of Rs.2,00,000/-. The petitioner complied with the same and thus paid a total advance of Rs.8,00,000/-. However, since the order of *status quo* was in operation, the petitioner could not complete the construction or carry on his business.



4. Subsequently, the petitioner was impleaded as the third respondent in W.P.No.29822 of 2015 filed by Masjide Fazul Ashab Jumma Mosque, represented by its President, A.Anwar Sait. The said writ petition was disposed of by order dated 11.08.2022, wherein this Court directed the first respondent, namely the Tamil Nadu Wakf Board, to consider the representation of the petitioner dated 20.07.2015 and pass orders in accordance with law. Pursuant thereto, the Chief Executive Officer issued notices to all concerned and conducted an enquiry. After the enquiry, he passed an order dated 24.02.2023, wherein it was found that two sets of persons, namely Fathaqa MBG Trust and Anjuman-e-Ithihathe Islam Trust, were claiming to administer the said Wakf. The tenancy in favour of the petitioner was also recorded. The Chief Executive Officer decided that in respect of both the questions as to recognizing anyone set of persons to administer the Wakf and also to regularize the tenancy in favor of the petitioner, it is only the Wakf board which has to take a call and placed his recommendations to the file of the Wakf board.

5. Thereafter, on 17.03.2023, the Wakf Board passed an order and the relevant portion of which is extracted hereunder.

“மேலும், மேற்படி வக்பிற்கு பாத்தியப்பட்ட 4800 சதுர அடி நில ஜனாப்கமாலுதீன் என்பவருக்கு ரூ.24,000/- மாத வாடகை என்ற அடிப்படையில் 11 மாத வாடகைக்கு 2015ம் ஆண்டு குத்தகைக்கு அளிக்கப்பட்டு, ஆக்குத்தகை வரன்முறை படுத்தப்படாமல் வாடகையும் வக்பிற்கு அளிக்கப்படாமல் உள்ளதால் மேற்படி 2 கிரவுண்ட் நிலத்தினை வக்ப, சொத்துக்கள் குத்தகை விதிகள், 2014ன், படி



ஜனாப.கமாலுதீனுக்கு குத்தகைக்கு அளிக்க அஞ்ஜுமனே இத்திஹாதே இஸ்லாம் பள்ளிவாசல், மதரசா மற்றும் முஸ்லிம் கபரஸ்தான் வக்பின் முத்தவல்லிக்கு அனுமதி அளிக்கப்படுகிறது.

மேலும், மஸ்ஜிதே பஸ்லுல் அஸ்ஹாப் ஜம்மா பள்ளிவாசலை வக்பு, சட்டம் 1995, பிரிவு, 36ன் கீழ் தமிழ்நாடு வக்பு, வாரியத்தில் பதிவுசெய்திட மனுதாரர், ஜனாப.அன்வர், சேட்டிற்கு உத்தரவிடப்பட்டுள்ளது. அதன்படி மஸ்ஜிதே பஸ்லுல் அஸ்ஹாப் ஜம்மா பள்ளிவாசலை தமிழ்நாடு வக்பு, வாரியத்தில் பதிவு, செய்திட தொடர் நடவடிக்கைகள் மேற்கொண்டு அறிக்கை சமர்ப்பித்திட பூந்தமல்லி வக்பு கண்காணிப்பாளருக்கு உத்தரவிடப்படுகிறது."

6. By the said order, Anjuman-e-Ithihathe Islam (Masjid, Madarasa and Muslim *kabristana*) Wakf was permitted to administer the Wakf and permission was also granted to lease the property to the petitioner in accordance with rules. Even thereafter, no lease deed was executed and the petitioner was awaiting further orders from the fifth respondent. While so, the premises were suddenly sealed and therefore the petitioner has approached this Court.

7. The writ petition is resisted by the learned counsel appearing for respondents 1 to 4.

8. *Mr.S.Haja Mohideen Gisti*, the learned counsel appearing for the respondents 1 to 4, submitted that firstly the land is *kabristana* and therefore cannot be commercially exploited. Secondly, arrears have to be calculated from the year 2015, from the initial date of lease and unless the petitioner deposits the



entire amount, the lease cannot be granted. Thirdly, the Wakf Board is presently not functional and therefore cannot ratify the same. Finally, if the property is to be leased, it has to be only through public auction. The property was found to be abandoned and was therefore was rightly sealed and it cannot now be opened to the petitioner. Grant of lease is within the discretion of the Wakf and its authorities and no mandamus can be issued. It was further contended that if the petitioner's right as a tenant is violated, he has to approach the Wakf Tribunal and that the writ petition is not maintainable. It was also submitted that the Wakf is under direct management and that the petitioner has not challenged the same.

9. In reply thereof, the learned counsel appearing for the petitioner submitted that the petitioner was in possession and that possession was not taken in terms of Section 54 of the Wakf Act, 1995 and no opportunity was granted to him.

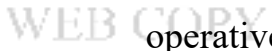
10. I have considered the rival submissions made on either side and perused the material records of the case.

11. It can be seen that the subject matter property belongs to the Wakf. There were rival claims with reference to the administration of the Wakf, both



by the fifth respondent herein and by a third party, namely Fathaqa MBG Trust, represented by its President, *S.H.Ansar Basha*,. The said third party had leased out the land to the petitioner and it is not in dispute that the petitioner had also paid a sum of Rs.8,00,000/- as advance. However, the petitioner has not paid any rent so far.

12. The third party had entrusted possession of the property to the petitioner. At that juncture, a writ petition in W.P. No.29822 of 2015 came to be filed and there was an interim order of *status quo*. It is seen that even pending the order of *status quo*, the lease was once renewed. However, the writ petition finally came to be disposed of by the judgment dated 11.08.2022, in which the Wakf Board was directed to consider the representation of the third party by name Masjede Fazul Ashab Jumma Mosque. Thereafter, the Chief Executive Officer conducted an enquiry on the representation of the third party. It was found that two institutions, namely Fathaqa MBG Trust and Anjuman-e-Ithihathe Islam Trust, were claiming the right to administer the Wakf. Therefore, the Wakf Board had to recognise only one of the two and the decision had to be taken by the Wakf Board. The fact relating to the tenancy of the petitioner and that the petitioner had paid a sum of Rs.8,00,000/- as advance is also found in the said order and the Wakf Board was requested to consider the same and pass appropriate orders.





15. Now it is argued that the property is *kabristana*. If the property is a *kabristana*, the tenancy ought not to have been entered into with the petitioner, the decision ought to have been taken in the order passed by the Wakf Board on 17.03.2023. On the contrary, the Wakf Board had taken a decision recognising the tenancy of the petitioner and directing execution of the lease deed. It is not in dispute that the petitioner had also paid a total advance amount of Rs.8,00,000/-. Therefore, belatedly now the Wakf Board or its authorities who are in management cannot take a stand that they will not even recognise the petitioner as a tenant at all. The petitioner was put in possession and admittedly has made some constructions with asbestos sheets. Therefore, the premises cannot be straight away locked and sealed. Even if it is the contention of the Wakf Board now that the tenancy was erroneously entered into, it will be open to them, in the manner known to law, to issue a show cause notice to the petitioner herein and thereafter take a decision as to whether the leasing out of the property forming part of the fifth respondent Wakf is in accordance with law or not and if it is prohibited, an order has to be passed cancelling the tenancy and thereafter possession has to be taken in the manner known to law.

16. The next question is as to whether the petitioner is entitled to the relief since he has not paid any rent at all. The argument of the learned counsel appearing on behalf of the respondent Board is that the entire rental arrears



should start from 01.05.2015 and the entire amount has to be paid. However, it should be seen that even though the lease was entered into with effect from 01.05.2015, once the petitioner started putting up construction, there was an order of *status quo* passed by this Court on 22.09.2015 itself and the *status quo* was in force until the final disposal of the writ petition. After the final disposal of the said writ petition on 11.08.2022, finally the order was passed by the Wakf Board on 17.03.2023. Therefore, until such date, the possession of the petitioner was nebulous since even though he was recognised as a tenant, he was not permitted to carry on his business and there was also an order of *status quo* with reference to the construction.

17. In that view of the matter, it would be unfair if the petitioner is now ordered to pay the entire arrears from 2015. At the same time, once the Wakf Board passed orders clearly recognising the petitioner as a tenant in the year 2023, there was no impediment whatsoever for the petitioner either to occupy the property and carry on the business and he has to pay the rent as originally fixed. During the course of hearing this Court also enquired as to whether the petitioner would pay the rent from 17.03.2023 till date. In reply thereto, the petitioner had filed an affidavit of undertaking before this Court, undertaking to deposit the rent for 34 months being Rs.8,16,000/- starting from the month of March 2023.



18. In view thereof, this writ petition is *allowed* on the following terms:

(i) The petitioner shall deposit a sum of Rs.8,16,000/- being the rent from the date of the order of the Wakf Board, that is from 17.03.2023 to till date, within a period of two weeks from the date of receipt of the web copy of the order;

(ii) Upon payment of the said amount, the respondents 1 to 4 shall remove the seal of the premises rented to the petitioner being 4,800 square feet forming part of Survey No.408/1A, Okkiyam, Thoraipakkam Village, Kancheepuram District, belonging to the fifth respondent Wakf, at No.2/1109, 1st Main Road, Alima Colony, Mahatma Gandhi Nagar, Okkiyam, Thoraipakkam, Chennai-600 097 and the petitioner will be entitled to carry on his business in the manner known to law. The petitioner shall also continue to pay the monthly rent as originally fixed and further that will be fixed from time to time in accordance with law. The lease deed be executed in favour of the petitioner in the manner known to law. The respondent 1 to 4 shall also issued no-objection certificate for the petitioner to obtain electricity connection, however the same shall be in the name of the wakf.

(iii) It will further be open to the respondents 1 to 4 to take further proceedings in the manner known to law, if they want to determine the tenancy and vacate the petitioner on the ground that there is prohibition for using the



kabristana for commercial exploitation. In such case, due show cause notice should be issued to the petitioner and final orders have to be passed in the manner known to law and the question is left open for the parties to contend.

(vi) No costs. Consequently, connected miscellaneous petition is closed.

02-02-2026

Neutral Citation: Yes

NSL



To

1. The Chairman,
The Tamilnadu Wakf Board
No.1, Jaffar Syrang Road,
Vallal Seethakathi Nagar,
Chennai - 600 001.

2. The Chief Executive Officer,
The Tamilnadu Wakf Board,
No.1, Jaffar Syrang Road,
Vallal Seethakathi Nagar,
Chennai - 600 001.

3. The Chief Administrative Officer,
The Tamilnadu Wakf Board,
No.1, Jaffar Syrang Road,
Vallal Seethakathi Nagar,
Chennai - 600 001.

4. The Superintendent of Wakfs,
Periya Pallivasal Complex,
Poonamallee, Chennai-600 056



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D.BHARATHA CHAKRAVARTHY, J.

NSL

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