



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 27TH DAY OF APRIL 2022

THE HON'BLE MRS. JUSTICE V. BHAVANI SUBBAROYAN

C.S.No. 673 of 2012

1. R. Jayaveera Pandian,
S/o. Rajan,
Residing at No.63,
Village Highway,
Sholinganallur,
Chennai – 600 119.

2. N. Tamizharasan,
S/o. Natarajan,
Residing at No.706-B,
MMDA, Mathur,
Chennai – 600 068.

... Plaintiff

-Vs-

1. L.M. Krishnasamy Nadar,
S/o. Muthuappa Nadar,
Office at No. 18/1, New No. 43,
Lattice Bridge Road,
Adyar, Chennai – 600 020.

2. R. Mathivanan,
S/o. Rajan,
Residing at No.23,
Pudupettai Garden Street,
Royapettah, Chennai – 600 014.

3. R.S. Rajan,
S/o. Shanmugaraja,
Residing at No.30,
West Kalmadapam Road,
Royapuram, Chennai – 600 013.



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4. S. Vijayarajan,
S/o. Subhaiah,
Residing at No.96,
Greenways Road,
Chennai – 600 028.
 5. M. Ramaswamy,
S/o. Muthukarrappan,
Residing at No.215,
Main Road,
Poonamallee, Chennai – 600 059.
 6. “Chennai” Vaz Kovilapatti Nadar,
Uravin Murai Sangam,
*** (Regd. 45/84 (Amended as per Order
dated 13/06/2016 in Application 672/2015 and
Order dated 27/06/2016)**
Rep.by its President
No.18/1, New Door No.43,
Lattice Bridge Road,
Adyar, Chennai – 600 020.
 7. M/s. Crescent Auto Repairs and Services
India (Private) Ltd.,
Rep.by its President,
A.K. Abdullah.
Office at No.9, Cenotaph Road,
Alwarpet,
Chennai – 600 018.
- ... Defendants

Civil Suit praying that this Hon'ble Court be pleased to pass a decree:

- a) Directing the removal of the *** office bearers**, Defendants 1 to 5
from *** Sangam** of “Chennai Vaz Kovilpatti Nadar Uravin Murai Sangam”

(Regd. No.45/84)



b) Appointing new * **office bearers** for the * **Sangam** “Chennai Vaz Kovilpatti Nadar Uravin Murai Sangam” (Formerly No.45/84)

c) For Framing Scheme for the management of the suit property belonging to the * **office bearers** “Chennai Vaz Kovilpatti Nadar Uravin Murai Sangam” (Reg.No.45/84) * **(Amended as per order dated 13/06/2016 in Appln.No. 672/2015 & Order dated 27/06/2016).**

d) Directing the 1st defendant to render accounts for the income received from the suit property from 16.07.1999 and deposit the amount in the Court.

e) Directing the Defendants 1 to 5 to pay the costs of the suit.

This Civil Suit coming on this day before this Court for hearing in the presence of M/s.R.Poornima, Advocate for the Plaintiffs herein and the Defendants herein, having not appeared in person or by Advocate and the said Defendants herein, having been set exparte on 21.12.2021 and upon reading the Complaint filed herein and the other exhibits their referred to and upon perusing the evidence adduced therein and this Court having observed that considering the submissions made by the learned counsel for the plaintiff and in order to safeguard the property with a view to satisfy the requirements, for which the society was established and to restrain the defendants from entering into the property in any manner and deal with it



clandestinely, and that as per orders of this Court in A.No. 3303 of 2016 dated 12.12.2017, election was conducted and the earlier office bearers / defendants 1 to 5 were removed and new office bearers are elected and they were directed to assume charge on 28.02.2018, and the prayer 'a' , 'b' and 'd' in the Plaint have become infructuous and since order dated 16.08.2017 passed in A.No. 587 of 2013 has not been complied with, Contempt Petition has been preferred in Contempt Petition No. 2268 of 2017 and the same is pending, **It is ordered and decreed as follows :-**

That the scheme for the Management of the suit property morefully set out in the schedule hereunder, belonging to the Sangam 'Chennai Vaz Kovilpatti Nadar Uravin Murai Sangam' (Reg.No. 45/84) shall be as follows:-

I. Name of the Sangam : Chennai Vaz Kovilpatti Nadar Uravin Murai Sangam, 18/1, New Door No.43, Lattice Bridge Road, Adayar, Chennai – 600 020. [Regd.No.45/84]

II. Objects of the Sangam : To Work for the benefit and welfare of Kovilpatti Nadars residing in and around Chennai, who are members of the Society.

III. The Monies of the Sangam : shall be utilised solely for the objects of the sangam as aforesaid and shall not be utilised for any other purposes whatsoever.



IV. Management: The Newly Elected Office Bearers, as per order of this Court in A.No.3303 of 2016 dated 09.02.2018, shall maintain the management of the property. The said newly elected office bearers shall appoint themselves a Secretary and a Treasurer, who shall hold office for **three** years, but shall be eligible for reelection.

V. Subject to the provisions herein contained and the Rules that may be framed from time to time under the Scheme, the Office bearers shall transact all business and determine all questions by resolution to be passed at the meetings. No expenditure shall be incurred without the previous sanction of the Office bearers at a meeting duly convened for passing of such expenditure.

VI. The decision on any matter shall be according to the majority of the votes of the **Office bearers / Members**. The president of the Sangam shall have the casting acts.

VII. The Office bearers shall meet at least once in every month at a place to be fixed by them.

VIII. All the funds of the Sangam shall be deposited in the Bank to the credit of the Office Bearers and the same shall be operated upon only under the joint signatures of both the Secretary and the Treasurer. The Treasurer shall not keep in his hands more than a sum of Rs.100/- at a time



IX. The books of accounts of the Sangam and inventory of the movable properties shall be open to the inspection at the office of the Sangam by any member of the society after due notice being given to the Secretary.

X. The accounts of the Sangam shall be audited annually by a qualified auditor to be appointed by the Office Bearers and the auditor's report together with the balance sheet shall be published in a prominent place in the Sangam and shall be furnished on demand to any member of the Society, free of charge.

General :

XI. All the properties of the Sangam, movable and immovable, shall vest with the office bearers. The office bearers shall from time to time prepare and maintain a register of properties belonging to the Sangam.

XII. The Office bearers shall have power to grant leases of the Sangam Properties on proper terms for a period not exceeding three years. The office bearers have no right to enter into a sale agreement or to mortgage the property with any of the parties. Any two members of the Sangam with the sanction of the Advocate General or the parties or the office bearers, apply to the High Court for such further or other directions in



property, the office bearers / members / parties shall approach the High Court for further course of action, which will be initiated for the welfare of the Society. The purpose of which the Sangam has been initiated has to be followed strictly without any failure.

XIII. All suits and proceedings in courts of law shall be instituted or defended in the name of the Sangam. All business on behalf of the Sangam shall be transacted in the name of the Sangam.

XIV. No office bearer shall be entitled to any monies by way of remuneration or by way of travelling charges or batta allowances for himself or for service rendered in connection with the Sangam.

XV. The office bearers shall maintain lists of electors and shall frame by-laws (a) for election of the office bearers and filling up the vacancies and (b) for the conduct of business and affairs of the Sangam in general.

XVI. All the valuable documents etc., shall be secured in a safe box or room with two locks and keys. One key shall be in the custody of the Secretary and the other with the Treasurer.



2) That prayer 'd' in the plaint, be and is hereby kept in abeyance and that as and when the Contempt Petition No. 2268 of 2017 is disposed off, the plaintiffs herein, shall be at liberty to file appropriate application.

3) That the costs of the suit shall not be paid by the defendants since the prayers, a, b and d have become infructuous, and new election has been conducted and new office bearers have assumed charge and defendants 1 to 5 are removed from the Sangam.

SCHEDULE OF PROPERTY

All that piece and parcel of land and super structure at No. 18/1, New Door No.43, Lattice Bridge Road, Adyar, Chennai – 600 020 in No. 18/1, Urur Village, comprised in Survey No.63, Now T.S.No. 9/5. Block No.21, measuring an extent of 59 feet on the North and South and 123 feet on the East and 122 feet on the West, totaling 3 Grounds and 27 Sq.ft and bounded on the

North by : Plots B-4 and B-5 in T.S.No. 9/1

South by : 25 Feet Road in T.S.No. 91

East by : Plot No. B-1,B (Western Half of Plot B-1) in T.S.Nos. 9/6 and 9/4

West by : Plot No.B-3 in T.S.No. 9/1



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Sitaute within the Registration District of Madras South and
Registration of Sub District of Adyar.

WITNESS THE HON'BLE MR. JUSTICE MUNISHWAR NATH
BHANDARI, CHIEF JUSTICE, HIGH COURT AT MADRAS
AFORESAID, THIS THE 27TH DAY OF APRIL 2022.

Sd/-

ASSISTANT REGISTRAR (O.S.-I)

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies
of the Orders/Judgments/Decrees in this format.



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ED
09.06.2022

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C.S.No. 673 of 2012

DECREE

DATED : 27.04.2022

THE HON'BLE MRS. JUSTICE
V. BHAVANI SUBBAROYAN

FOR APPROVAL : 05.07.2022

APPROVED ON : 07.07.2022



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 27.04.2022

CORAM

THE HON'BLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

C.S.[Comm.Div] No.673 of 2012

1. R.Jayaveera Pandian
2. N.Tamizharasan [died]

... Plaintiff

Vs.

1. L.M.Krishnasamy Nadar
2. R.Mathivanan
3. R.S.Rajan
4. S.Vijayarajan
5. M.Ramaswamy
6. Chennai Vaz Kovilpatti Nadar
Uravin Murai Sangam,
Adyar, (Regd. No.45/84)
[Amended as per Orders dated 13.06.2016
& 27.06.2016 in Application No.672 / 2015]
7. M/s Crescent Auto Repairs and Services
India (Private) Ltd.,
rep. By its Director,
A.K.Abdullah

...Defendants

Plaint filed under Order VII Rule 1 CPC read with Order II Rules 3 &
5 praying for the following Decree against the defendants:

a) To direct the removal of the office bearers, defendants 1 to 5 from

Sangam of “Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam” (Regd.



b) To appoint new office bearers for the Sangam “Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam” (Formerly No.45/84)

c) To frame Scheme for the management of the suit property belonging to the office bearers “Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam” (Reg.No.45/84) [Amended as per orders dated 13.06.2016 & 27.06.2016 in Appl.No.672/2015]

d) To direct the 1st defendant to render accounts for the income received from the suit property from 16.07.1999 and deposit the amount in the court.

e) To direct the defendants 1 to 5 to pay the costs of the suit and

f) To grant such other reliefs;

For Plaintiff : M/s R.Poornima

For Defendants : Set Exparte on 21.12.2021

J U D G M E N T

The plaintiff / Society has filed the present suit seeking to grant decree for the aforementioned prayers in favour of the plaintiff.

2. It was reported before this Court on 02.12.2019 that the second

plaintiff is no more and a memo was also filed to that effect, hence this suit



is confined only in respect of the 1st plaintiff alone. The brief facts of the case of the plaintiff are as follows:-

(i) The plaintiff is the member of “Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam” (Regd No.45/84), a Society, registered under the Societies Registration Act, 1975 and it was registered on 19.03.1984 as No.45/84. There were about 120 Members in the society and the objects of the society are to work for the benefit and welfare of Kovilpatti Nadars residing in and around Chennai, who are members of the society. The following persons were appointed as Managing Committee Members:-

1. L.M.Krishnasamy Nadar – President (1st defendant)
2. E.Thangaraj - Vice President (died)
3. Joseph Nadar - Vice President (died)
4. R.Mathivanan - Secretary (2nd defendant)
5. R.S.Rajan - Deputy Secretary (3rd defendant)
6. S.Vijayarajan - Treasurer (4th defendant)
7. M.Ramasamy - Member (5th defendant)
8. T.Dinakaran - Member (died)
9. M.Muthukrishnan - Member (died)



(ii) Among the said nine members, two vice presidents and two members had died. Out of the contributions made by the members of the said Society and the loan obtained from third parties, the property consisting of land and building bearing D.No.18/1, New No.43, Lattice Bridge Road, Adayar, Chennai – 20 was purchased in the name of the said society under sale deed dated 29.01.1987 (Doc. No.225/1987). The said society has been in possession and enjoyment of the said property.

(ii) While the matter stood thus, the 1st defendant and other members of the managing committee due to mismanagement of the society's affairs failed to hold Annual General Body meetings of the society and file the audited reports of balance sheets and other relevant documents with the Registrar of Societies for a long number of years and as a result of which, the said Society became defunct in or about 1994 and the Registration of the Society has also been cancelled by the Registrar of Societies. The property mentioned above remained as the property of the society and the property is in the nature of the Trust. In the year 1999, the property was leased out to the 7th defendant herein for a period of 9 years from 16.07.1999. Though the lease period had expired in the year 2008, the 7th defendant continues to be the tenant holding over and the 1st defendant was collecting a rent of Rs.1,31,200/- per month from 01.08.2011.



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(iii) Further, the defendants 1 to 5, who were the members of the managing committee of the Society, in whom the suit property was vested as per Section 18 of the Tamilnadu Societies Registration Act, 1975 are in position of the trustees in respect of the suit property and are bound to protect and preserve the same for the benefit of its members. The 1st defendant, who is collecting the rents from the tenant, viz., 7th defendant, is bound to render accounts to the members of the said society. But he has failed to do so, however, spending the said money for his own personal purposes.

(iv) That apart, the 1st defendant along with some members of the said society has formed a new society in the same name, viz., Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam, Adyar and registered as Regd.No.61/2006 on 16.02.2006. The plaintiffs came to know recently that the 1st defendant, who is the president of the society (Regd. No.45/84) has entered with an agreement of sale dated 26.09.2007 with the 7th defendant for sale of the suit property for a sum of Rs.6,50,00,000/- and received an advance of Rupees One Crore and also receiving a sum of Rs.2,50,000/- every month towards the sale price. The 7th defendant has also filed a suit in



agreement against the defendants 1 to 6 and the same is pending. According to the plaintiffs, the property is worth of Rs.15 crores and the suit property belongs to the Society 'Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam' (Regd.No.45/84) and the 1st defendant has no right to sell the property and enter into agreement of sale. The bylaws of the society does not authorize him or the members to sell the property. The proposed sale and the agreement of sale are illegal and unlawful and beyond the powers of the 1st defendant. The plaintiff submit that both the Societies bearing Regd.Nos.45/84 and 61/2006 are different and have separate legal entities. The Society bearing Regd.No.61/2006 is not a successor to the Society Regd.No.45/84.

(v) The 1st defendant continues to be a trustee in respect of the suit property and is answerable to the members of the society bearing Regd.No.45/84. The defendants 1 to 5, who are also managing committee members of the society have failed to protect the property and have been negligent by their inaction. Since the defendants 1 to 5 are acting against the interests of the Society [45/84] and the 1st defendant in breach of duty and trust, has entered into an agreement for the sale of the suit property with the 7th defendant, which is illegal and likely to alienate the property by executing a sale deed in favour of the 7th defendant after receiving balance



sale price, they are liable to be removed from the trusteeship of the suit property. Since there are no Rules at present for the management of the suit property, it is just and necessary to frame a Scheme for the management of the suit. As the 1st plaintiff is the member no. 31 in the Society Regd. No.45/84, the property being trust property, he is interested in protecting the property and from being unlawfully alienated. Hence the present suit is filed seeking the aforementioned prayers.

3. On several occasions before the learned master, there was no representation for the defendants and thereafter, the present suit was listed before this Court and on 21.12.2021, since none appeared for the defendants, they were set exparte.

4. Heard the learned counsel for the plaintiff and perused the documents placed on record.

5. Admittedly, out of 120 members, the 1st plaintiff is the Member No.31 in 'Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam' (Reg No.45/84) The objects of the said sangam are to work for the benefit and welfare of the Kovilpatti Nadars residing in and around Chennai.



6. It is pertinent to point out that by way of an Application No.3303 of 2016, this Court, on 12.12.2017, has appointed an Advocate Commissioner to conduct the election for plaintiff-association and accordingly, new office bearers were elected. Subsequently, advocate commissioner has taken possession and handed over the same to the newly elected office bearers. Further, the newly elected body was permitted by this Court to withdraw the monthly rent already deposited before the learned VIII Judge, Court of Small Causes, Chennai in R.C.A.No.673 of 2014 in A.No.6538 of 2018 dated 01.10.2018. Thereafter, by order dated 14.11.2018 in A.No.6538 of 2018, the above said order was modified to the effect that the newly elected office is entitled to receive the rents directly till completion of the tenure of office. By order dated 23.10.2019, this Court, framed the following issues for consideration:-

“(i) Whether the defendants 1 to 5 were mismanaging the affairs of Chennai Vazh Kovilpatti Nadar Uravinmurai Sangam (Reg.45/84) frittering away its property and siphoning off its funds?

(ii) Whether the plaintiffs' are entitled to get a scheme framed for the management of the properties of Chennai Vazh Kovilpatti Nadar Uravinmurai Sangam (Reg.45/84)?

(iii) Whether the first defendant should be directed to render accounts for the rental income received from 16.07.1999 from the suit property belonging to Sangam (Reg. 45/84)

(iv) Whether the plaintiffs are entitled to costs of the suit?

(v) To what other reliefs, the plaintiffs are entitled to?”



6. It is the grievance of the plaintiff that the defendants 1 to 5 , who are the President, Secretary, Deputy Secretary, Treasurer and Member had mis-managed the affairs of the society and failed to hold Annual General Body Meetings and failed to file the relevant documents, on account of which, the society had become defunct in the year 1994. In the year 1999, the suit property was leased out to the 7th defendant for a period of 9 years, though the same expired in the year 2008, the 7th defendant continues to be a tenant. In addition to the same, the 1st defendant along with other members had formed a new society in the same name, viz., 'Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam' and registered the same as 61/2006 on 16.02.2006. Thereafter, the 1st defendant had entered with an agreement of sale dated 26.09.2007 with the 7th defendant and received an advance. Hence the plaintiff contended that the defendants in collusion with each other have committed fraud on the property owned by the Society, therefore, the very purpose of establishing the society was defeated, left with no other option, the plaintiff is before this Court.

7. In order to prove the case of the plaintiff, the plaintiff, viz., R.Jeyaveerapandian was examined himself as P.W.1 and marked as many as 18 documents, viz., Ex.P.1 to Ex.P.18. The plaintiff has filed the sale deed dated 29.01.1987, as Ex.P.2, in order to prove that the property was



purchased from P.Selladurai, V.Kanagaraja and N.Sundaralingam in favour of the Society. Further, the plaintiff has filed Ex.P.4 to Ex.P.11, which are the certified copies of the documents for the property purchased out of the plaintiff – Sangam's fund (45/1984). That apart, the plaintiff has filed Ex.P.13, which is the cancellation of Sangam (Reg.No.61/2006) by the District Registrar of Societies, which was registered by the 1st defendant, vide Ex.P.3. Also, Ex.P.14, order dated 29.06.2016, passed by the District Registrar of Society directing both the parties to redress their right before the civil forum. In fact, the defendants have not chosen to let in evidence to disprove the same.

8. Considering the submissions made by the learned counsel for the plaintiff and in order to safeguard the property with a view to satisfy the requirements, for which the society was established and to restrain the defendants from entering into the property in any manner and deal with it clandestinely, this Court, in the interest of justice, is inclined to partly decree the suit in favour of the plaintiff in the following manner:-

(i) **As far as Prayers 'a' and 'b' in the plaint**, viz., (a) to direct the removal of the office bearers / defendants 1 to 5 from Sangam of Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam (Regd No.45/84) and (ii) to



appoint new Office bearers for the Sangam 'Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam' are concerned, the same have become 'infructuous' in view of the fact that as per orders of this Court in A.No.3303 of 2016 dated 12.12.2017, election was conducted and the earlier office bearers / defendants 1 to 5 were removed and new office bearers are elected and they were directed to assume charge on 28.02.2018.

(ii) With regard to Prayer 'c' in the plaint is concerned, viz., for framing Scheme for the Management of the suit property belonging to the Sangam 'Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam' (Reg.No.45/84), the Scheme for the Management of the Suit Property is as follows:-

I. **Name of the Sangam** : Chennai Vazh Kovilpatti Nadar Uravin Murai Sangam, 18/1, New Door No.43, Lattice Bridge Road, Adayar, Chennai – 600 020. [Regd.No.45/84]

II. **Objects of the Sangam** : To Work for the benefit and welfare of Kovilpatti Nadars residing in and around Chennai, who are members of the Society.

III. **The Monies of the Sangam** : shall be utilised solely for the objects of the sangam as aforesaid and shall not be utilised for any other purposes whatsoever.



IV. Management: The Newly Elected Office Bearers, as per order of this Court in A.No.3303 of 2016 dated 09.02.2018, shall maintain the management of the property. The said newly elected office bearers shall appoint themselves a Secretary and a Treasurer, who shall held office for **three** years, but shall be eligible for reelection.

V. Subject to the provisions herein contained and the Rules that may be framed from time to time under the Scheme, the Office bearers shall transact all business and determine all questions by resolution to be passed at the meetings. No expenditure shall be incurred without the previous sanction of the Office bearers at a meeting duly convened for passing of such expenditure.

VI. The decision on any matter shall be according to the majority of the votes of the **Office bearers / Members**. The president of the Sangam shall have the casting acts.

VII. The Office bearers shall meet at least once in every month at a place to be fixed by them.

VIII. All the funds of the Sangam shall be deposited in the Bank to the credit of the Office Bearers and the same shall be operated upon only under the joint signatures of both the Secretary and the Treasurer. The Treasurer shall not keep in his hands more than a sum of Rs.100/- at a time



IX. The books of accounts of the Sangam and inventory of the movable properties shall be open to the inspection at the office of the Sangam by any member of the society after due notice being given to the Secretary.

X. The accounts of the Sangam shall be audited annually by a qualified auditor to be appointed by the Office Bearers and the auditor's report together with the balance sheet shall be published in a prominent place in the Sangam and shall be furnished on demand to any member of the Society, free of charge.

General :

XI. All the properties of the Sangam, movable and immovable shall vest with the office bearers. The office bearers shall from time to time prepare and maintain a register of properties belonging to the Sangam.

XII. The Office bearers shall have power to grant leases of the Sangam Properties on proper terms for a period not exceeding three years. The office bearers have no right to enter into a sale agreement or to mortgage the property with any of the parties. Any two members of the Sangam with the sanction of the Advocate General or the parties or the office bearers, apply to the High Court for such further or other directions in the matters may be necessary. **In case of any emergency to deal with**



Court for further course of action, which will be initiated for the welfare of the Society. The purpose of which the Sangam has been initiated has to be followed strictly without any failure.

XIII. All suits and proceedings in courts of law shall be instituted or defended in the name of the Sangam. All business on behalf of the Sangam shall be transacted in the name of the Sangam.

XIV. No office bearer shall be entitled to any monies by way of remuneration or by way of travelling charges or batta allowances for himself or for service rendered in connection with the Sangam.

XV. The office bearers shall maintain lists of electors and shall frame by-laws (a) for election of the office bearers and filling up the vacancies and (b) for the conduct of business and affairs of the Sangam in general.

XVI. All the valuable documents etc., shall be secured in a safe box or room with two locks and keys. One key shall be in the custody of the Secretary and the other with the Treasurer.

With respect to Prayer 'd' in the plaint, viz., to direct the 1st defendant to render accounts for the income received from the suit property from 16.07.1999 and deposit the amount in the court is concerned, since order dated 16.08.2017 passed in A.No.587 of 2013 has not been complied with, Contempt Petition has been preferred in Cont.P.No.2268



of 2017 and the same is pending, therefore, the prayer 'd' is kept in abeyance and no order is being passed. As and when the said Contempt Petition is disposed of, the plaintiff is at liberty to file appropriate application.

Insofar as the prayer 'e', viz., to direct the defendants 1 to 5 to pay the cost of the suit is concerned, this Court is not inclined to direct the defendants to pay the cost of the suit, since the prayers a, b and d have become infructuous, owing to the fact that new election has been conducted and new office bearers have assumed charge and the defendants 1 to 5 are removed from the Sangam.

In the result, the present Suit is partly decreed with costs to the extent as indicated above.

Exhibits produced on the side of the plaintiff:

S.No.	Exhibits	Date	Description
1.	P-1	'19.03.1984	Bye law of Chennai Vazhkovilpatti Nadar Uravinmurai Sangam' reg. no.45/1984
2.	P-2	'29.01.1987	Sale deed in favour of 'Chennai Vazh Kovilpatti Nadar Uravimurai Sangam
3.	P-3	'16.02.2006	1 st defendant registered yet another sangam with similar name Chennai Vazhkovilpatti Nadar Uravinmurai Sangam Adayar' reg. no.61/2006
4.	P-4	'08.09.2011	Certified copy of Doc.No.9985/



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S.No.	Exhibits	Date	Description
			2011 for the property purchased out of the Sangam 45/1984 fund
5.	P-5	'21.10.2011	Certified copy of Doc.No.11956 /2011 for the property purchased out of the Sangam 45/1984 fund
6.	P-6	'21.10.2011	Certified copy of Doc.No.1957/2011 for the property purchased out of the Sangam 45/1984 fund
7.	P-7	'25.11.2011	Certified copy of Doc.No.13330/2011 for the property purchased out of the Sangam 45/1984 fund
8.	P-8	'25.11.2011	Certified copy of Doc.No.13331/2011 for the property purchased out of the Sangam 45/1984 fund
9.	P-9	'29.02.2012	Certified copy of Doc.No.2038/2011 for the property purchased out of the Sangam 45/1984 fund
10	P-10	'29.02.2012	Certified copy of Doc.No.2037/2012 for the property purchased out of the Sangam 45/1984 fund
11.	P-11	'20.08.2013	Certified copy of Doc.No.6598/2013 for the property purchased out of the Sangam 45/1984 fund
12.	P-12	'04.07.2011	Certified copy of Doc.No.4392/2011 for the property purchased at Sholinganallur of the Sangam 45/1984 fund
13.	P-13	'24.08.2016	Reg.No.61/2006 Sangam cancelled by the District Registrar of Societies South Chennai



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S.No.	Exhibits	Date	Description
14.	P-14	'29.06.2016	Order Passed by the District Registrar of Societies North Chennai in Sangam 45/1984 directed both the group redress their right before the civil forum
15.	P-15	'11.08.2017	Statement of account filed by the 1 st defendant in Appl.No.587 /2013 in C.S.No.673 of 2012
16.	P-16	'12.12.2017	Order passed by High Court, appointed Advocate Commissioner to conduct Sangam 45/1984 election
17.	P-17	29.01.2018	Advocate Commissioner conducted Sangam election and report of the election result
18.	P-18	26.07.2018	Report of the Advocate Commissioner that he broke open the Sangam and handed the Sangam office to the newly elected office bearers.

Witnesses examined on the side of the plaintiff:

P.W.1. - Mr.R.Jayaveerapandian

Sd./- V.B.S.J.,
27.04.2022

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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