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O.P.No.708 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.09.2022

CORAM

THE HON'BLE MR. JUSTICE C.V.KARTHIKEYAN

Original Petition No.708 of 2021

Perambalur Nadar Educational and Charitable Trust,
Represented by its Managing Trustee
I.Shanmuga Durai,
Door No.2, Kamaraj School Road,
Thanigachalam Nagar, Madhavaram,
Chennai-600 110.

... Petitioner

Prayer: The Original Petition filed under Section 7 of the Charitable and Religious Trust Act, 1920, seeking to permit the petitioner to lease the Kamaraj Matriculation Higher Secondary School, with all its existing buildings and land bearing Door No.2, Kamaraj School Road, Thanigachalam Nagar, Madhavaram, Chennai – 600 110 comprised in Survey Nos.1115/2A part old Survey Nos.115/1A/D1, 1159/1, 1159/1B and New Survey Nos. 1159/1/A, 1159/1B and 1159/2 of Madhavaram Village measuring about 10 grounds which is more particularly described in the schedule here under in favour of Kalgi Ranganathan J.J.Educational Trust for their use to run their Educational Institutions subject to such terms and conditions as may be imposed in this regard for lease of the said property and also permitting the petitioner to use the rental income for the development of Trust Building by this Court.



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For Petitioner : Ms.B.Archana Dhalapathy

ORDER

A Educational and Charitable Trust which is represented by its Managing Director has approached this Court, taking advantage of Section 7 of the Charitable and Religious Trust Act, 1920, seeking permission to lease out the school premises which is being run by the Trust, to yet another Trust, but stating that the object would continue to be the same namely to run the Educational Institution.

2. The Court had raised a doubt with the learned counsel owing to the fact that the school premises which is to be leased out, is actually situated outside the jurisdiction of the Court. But however, learned counsel stated that the Registered Office of the Trust is situated within the jurisdiction and in this connection placed reliance on the wordings of Section 7 of the said Act, which gave a small leverage to approach this Court in its Original Jurisdiction if part of cause of action had arisen within the territorial jurisdiction of the Court.



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3. It is stated that the petitioner's Trust which had been started in the year 1950, had been registered under the Tamil Nadu Societies Registration Act, and had commenced a school called PNECT Kamaraj Matriculation Higher Secondary School in a property measuring around 10 grounds in Thanigachalam Nagar, Madhavaram, Chennai - 600 110.

4. The premises had been purchased under two separate Sale Deeds dated 10.10.1984. The documents to that effect had been marked as Exs.P2 and P3. In the evidence, the date of Ex.P3 is given as 01.10.1984, which is obviously a typographical error. The Trust Deed has been marked as Ex.P1. The recognition granted to the school is marked as Ex.P4.

5. Thereafter, it had been stated that in the resolution, the petitioner had taken a decision to lease out the school premises, since, they were put to extreme pressure in payment of salaries to the teaching and non-teaching staffs and were finding it difficult to run the school and also owing to the fact that the student registration was going down year after year. They had



received offers from the Kalgai Ranganathan J.J. Educational Trust and Ravindra Bharathi Educational Institutions to run the school.

6. This was consequent to an advertisement in “Dhinamalar” Newspaper on 22.12.2020. However, Ravindra Bharathi Educational Institutions did not turn up for further discussion. The petitioner had discussion only with the Kaligai Ranganathan J.J. Educational Trust. The offers made in this regard were marked as Exs.P7 and P8. Thereafter, they had entered into a Memorandum of Agreement on 25.01.2021, which was marked as Ex.P9.

7. The relevant documents had been produced. But I would rather that in the actual Lease Deed which is to be entered by the petitioner with Kaligai Ranganathan J.J. Educational Trust, there would be references to the resolutions passed by the petitioner Trust and the said Kaligai Ranganathan J.J. Educational Trust to offer on lease and to take on lease the school premises with a further commitment to run the school without causing any disturbance either to the teaching, non-teaching staff or to the students.



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8. I hope that both the parties to keep up that particular commitment.

9. In view of the same, the Original Petition stands allowed. No costs.

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Index:Yes/No
Speaking Order : Yes/No
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