IN THE HIGH COURT AT CALCUTTA
Civil Revisional Jurisdiction

Present:-
Hon'ble Justice Shampa Sarkar

CO 2760 of 2023

Shabnam Ali @ Shabnam Aman & ors.
Vs.
Bagnan Teachers Training College

For the petitioners : Mr. Haradhan Banerjee,
Mr. Rabindranath Mahata,
Mr. Uday Narayan Betal,
Mr. Aritra Shankar Ray

For the opposite party : Mr. Probal Kr. Mukherjee, Sr. Adv.,
Mr. Kumar Jyoti Tewari,
Mr. Haridas Das,
Mr. Amrit Sinha,
Mr. Aniruddha Tewari

Hearing concluded on : 14.03.2024
Judgment on : 16.04.2024

Shampa Sarkar, J.:-

1. The revisional application arises out of an order dated July 31, 2023, passed by the learned Additional District Judge, 1st Court at Uluberia. By the order impugned, the learned Court allowed Misc. Appeal No.32 of 2022. The order dated August 20, 2022 passed by the learned Civil Judge (Junior Division), 2nd Court at Uluberia, in Title Suit No.405 of 2016, was set aside by the appellate court. The application for temporary injunction filed by the opposite party was allowed. The defendant Nos.1 to 3, i.e., the petitioners herein were restrained from interfering with or disturbing the day to day affairs of the management of the Bagnan Teachers Training College (hereinafter referred to as the college), till the disposal of the suit.

2. Mr. Haradhan Banerjee, learned Advocate appearing on behalf of the petitioners has assailed the order impugned, on the following grounds:-

a) The learned Court wrongly applied the doctrine of cypress although the intention of the Settler, Late Dr. Amanullah with regard to successorship to the office of the Settler and discharge of such duties, was in favour of his wife. The succession to the office of Chairman by the petitioner no.1, which was a term used co-terminously with the term Settler in the trust deed, was clearly mentioned in Clause 13.05(C) of the Trust Deed.

b) The Court came to an incorrect finding that conflicts in the provisions of the Trust Deed made it impossible to give effect to the clause relating to successorship and devolution of office of Settler on the petitioner No.1.

c) The Settler's intention was clear, i.e., in the event of the Settler's death and in the absence of a nominee, the law of succession would follow and without prejudice the first wife would be the next Settler. In the absence of any conflict with regard to the intention of the Settler and in the presence of a specific provision as to how the successorship would devolve, the learned appellate Court ought not to have applied the doctrine of cypress. It was not the duty of the Court to make the trust deed workable in disregard to the specific clause.

d) The Court made an arrangement with regard to the management and control of the college, which was an unit of the trust. This was contrary to the desire of the Settler and the covenant in the trust deed.

e) The suit itself was not maintainable at the instance of Ataur Rahman, who was a rank outsider. Ataur could not have been appointed as a Chairman, contrary to the intention of the Settler and in violation of the Trust Deed dated September 26, 2006.

f) Dr. Amanullah had purchased the suit property by two deeds dated July 3, 2008 and June 20, 2008. The finally published record of rights stood in his name. Dr. Amanullah created the trust known as Dr. Mohammad Amanullah Foundation and he was the Settler, that is, the creator and founder trustee of the trust. The expression "Settler" included Dr. Amanullah, his heirs, successors, surviours, nominees, administrator, executor etc. His widow Shabnam Aman, the petitioner No.1 was entitled to succeed to the office of the Settler with all the rights and obligations in respect of the foundation and the concerned institutions under it. Ataur Rahman was illegally appointed as the Chairman of the trust, by a deed dated August 12, 2016, upon the demise of the original Settler Dr. Amanullah, by the surviving trustees.

g) Abdul Jabbar, Md. Feroz and Md. Nasibur Rahman, the Honorary Chairman, Managing Trustee and Trustee of the foundation respectively, together executed the new deed of appointment of trustees in 2016. Ataur Rahman was appointed as the Chairman and Md. Mahtab Alam, Sk. Sadikul Islam and Md. Irafan were appointed as trustees. Induction of Ataur Rahman and the other trustees were contrary to the trust deed. The trust deed of September 26, 2006 had laid down the procedure for appointment of new trustees. Without approval of the Chairman, the surviving trustees could not induct new trustees. Induction of new trustees would also be governed by the specific provisions in the trust deed of 2006. The surviving trustees, in wrongful exercise of power, had executed the deed of 2016. Induction of Ataur Rahman as a Chairman and the other three persons as trustees was void ab initio. The deed of 2016 could not be acted upon. Hence, no prima facie case could be established by Ataur Rahman to restrain the petitioner No.1 and her associates from running the said college. Ataur's right to file the suit on behalf of the college could not emanate from the deed of 2016.

h) As the opposite party/plaintiff was asserting his right on the basis of the trust deed of 2006, as the father of the deceased Settler, the other clauses of the trust deed were strictly binding on him and also on the trustees who allegedly inducted him. The learned Trial Judge rightly held that no prima facie case for temporary injunction has been made out by the plaintiff. Even if the rectification deed created by the petitioner No.1 in 2015 (deed of 2015) was invalid in the eye of law, Ataur did not have any right to chairmanship. Even assuming that the plaintiff's contention that the self-declaration of chairmanship by the petitioner No.1 and induction of trustees were also in violation of the intention of the Settler, the trust deed of 2006 clearly indicated that the petitioner No.1 would succeed to the office upon the Settler's demise, in case the Settler died without leaving behind any nominee.

Thus, irrespective of the deed of 2015, the petitioner No.1 should function as the Chairman and Settler of the foundation and all units under it.

3. Mr. Banerjee urged that both the parties to the suit relied on the trust deed of 2006. On the basis of the same, each party claimed right to the post. The learned appellate court could not have gone beyond the provisions of the deed and arrive at a finding that the balance of convenience and inconvenience was in favour of granting a temporary injunction. The defendants were restrained from interfering with or disturbing the day to day affairs and the management of the college, till disposal of the suit.

4. Mr. Banerjee urged this Court to appreciate that the trial court had recorded a prima facie satisfaction that Shabnam Aman was running the college. The learned Court relied on the income tax returns and other documents of the college to arrive at such finding. The appellate court was not justified in upsetting the order of the learned Trial Judge without indicating the errors in the order impugned. Reasons for upsetting the order of the learned Trial Judge were not clearly spelt out in the order impugned. The learned appellate court proceeded to set aside the order of the learned Trial Judge, by applying the doctrine of cypress which was inapplicable, in the facts of the present case.

5. Mr. Banerjee further contended that the purpose of creation of the charitable trust, namely, Dr. Amanullah foundation was to uplift the poor, needy, deprived and the downtrodden people in the society and to render service for the welfare of humanity at large. The object of the trust was to impart technical education, medical education, teachers training etc., to make the youth employable and competitive. Sub-Clause (xi) of Clause 5.30 clearly provided that the special objective was to set up Muslim Girls Schools, Colleges, Madrasahs and to train Muslim boys and girls in various fields. The college was set up to realize such objectives of the foundation. It was a unit under the foundation and the management of the college would be governed by the trust deed.

6. Mr. Banerjee urged the Court to set aside the impugned order and uphold the order of the learned Trial Judge.

7. Mr. Probal Kumar Mukherjee, learned Senior Advocate submitted that the Settler Dr. Amanullah met with an untimely death in 2015. The plaintiff had the right to file the suit and pray for an injunction as he had the right to chairmanship by virtue of Clause 13.05(C). The clause provided that if the Settler died without leaving behind any nominee, the law of succession would follow. Ataur Rahman being the father of the Settler, had the right to chairmanship, by virtue of such clause.

8. Mr. Mukherjee further submitted that paragraphs 3 and 4 of the plaint would clearly indicate that the intention of the surviving trustees of the foundation to create the deed of 2016, was not contrary to the provisions of the trust deed. The surviving trustees, in exercise of power conferred the trust deed of 2006, could induct new trustees as also select a Chairman in the absence of the Settler. The suit was filed when Shabnam Aman had illegally created a deed of rectification dated July 31, 2015 and appointed herself as the new Settler. The plaint case was that the wishes of the Settler could not be violated by Shabnam Aman and the self-declaration of chairmanship was contrary to Clause 13 read with Clause 6 of the said trust deed. She could not ignore the trust deed and the rights and obligations arising therefrom. On the basis of the 2015 deed, she was taking over control of the college which was a unit under the foundation. The deed was void. The college should function in accordance with the provisions of the trust deed. The deed of rectification created by Shabnam Aman and her men and agents was inoperative and was an illegal attempt to take full control of the management of the college thereby not only depriving the trustees, but also ousting the rightful heirs of Dr. Amanullah. In order to protect the College, the deed of 2016 was created. The said deed was executed to secure the interest of the college and towards achievement of the objects of the foundation.

9. Referring to Clause 6 of the trust deed, Mr. Mukherjee submitted that the trust deed provided that the management and control of the foundation and its properties would vest in the trustees. The Board of Trustees should comprise of a minimum of three members and not more than 11 members. The trustees, including the Chairman, Honorary Chairman and the Managing Trustee would comprise the Board. Thus, Abdul Jabbar, Md. Feroz and Md. Nasibur Rahman, who were the surviving trustees and members of the Board, holding the offices of Honorary Chairman, Managing Trustee and Trustee, were entitled to manage and control the foundation and its properties, including the college. While functioning as the Board, they were entitled to create other deeds and also to induct new trustees. Right to appoint Ataur Rahman, the father of the Settler, as the Chairman, was in exercise of power arising out of the trust deed.

10. Referring to Clauses 6.01, 6.02, 6.03 and 6.05, Mr. Mukherjee urged this Court to hold that the Honorary Chairman, namely, Abdul Jabbar could constitute the Board of Trustees, being vested with all the powers, functions and obligations in the absence of a Chairman and he could execute such function. When the Settler was not inclined to hold office, the Honorary Chairman could fill up the post of the Chairman. The Managing Trustee could also be delegated the function and the power of the Chairman. Thus, as per the deed of 2006, the Honorary Chairman and the Managing Trustee had the right to continue as the executives of the Board in the absence of the Chairman and exercise their powers in the absence of the Chairman. In the case in hand, the Chairman expired and the surviving trustees, namely, the Honorary Chairman, Managing Trustee and another surviving trustee, in compliance of the provisions of the trust deed of 2006 inducted a Chairman and other trustees in order to reconstitute the second Board.

11. Referring to Clause 6.07, Mr. Mukherjee submitted that it would be lawful for the surviving trustees to induct new trustees and the Chairman of the foundation. The Board of Trustees were also entitled to appoint agents, committees etc. under Clause 7.1. Functions of the Managing Trustee which had been enumerated in Clause 9.03, permitted the said Managing Trustee, namely, Md. Feroz to continue to the work as the Chairman, in the absence of the Chairman. Thus, a combined reading of Clauses 6, 7 and 9 would clearly indicate that the Honorary Chairman and the Managing Trustees were empowered to function as the Chairman in the absence of the Chairman and also induct new trustees. The Honorary Chairman, in exercise of his power as 'Chairman' inducted Ataur as a Chairman in his place. The Settler had the option of appointing a Chairman in case he was not inclined to hold office as a Chairman. The trust deed also provided that the Managing Trustee and the Honorary Chairman would be vested with the power of the Chairman in his absence. In this case, as the Settler died and his office was vacant upon his death, the Honorary Chairman and the Managing Trustee discharged the duties of the Chairman in terms of the trust deed which also included nomination of a Chairman in the event they did want to discharge their duties as Chairman. Thus, the creation of the new trust deed of 2016 was in furtherance of the object of the trust deed of 2006 and not in violation thereof.

12. Under such circumstances, the surviving trustees who were a part of the Board were within their right to induct other trustees and also the Chairman. Shabnam Aman was not mentioned anywhere in the trust deed. She was a stranger to the foundation. She was not a part of the foundation. She could not ever be in the management of the foundation and the college.

13. Mr. Mukherjee submitted that as there was a confusion with the interpretation of Clause 13.05(C) as to successorship and the right of the wife to the office, the learned appellate court rightly applied the doctrine of cypress and held that the Court should intervene and preserve the college by preventing any irreparable loss and injury, thereby making the trust deed workable. Hence, an order was passed restraining the defendants from interfering with the management and control of the college. The Court tried to carry out the objects of the foundation as far as possible.

14. This Court is required to determine whether the learned appellate court rightly restrained the defendants from interfering with the day to day management and affairs of the college. The plaintiff/college is represented by Ataur who has claimed to have been appointed as the Chairman by the surviving trustees in exercise of their powers in the deed of 2006, by executing another deed dated August 12, 2016. Both the parties have accepted the supremacy of the trust deed of 2006 and acknowledged that the activities and functions of the foundation including the college, were to be governed by the said deed, including induction of Trustees/Chairman etc. The surviving trustees which included the Honorary Chairman and the Managing Trustee of the first board, in order to restrain the defendants and specially the defendant No.1, i.e., the petitioner No.1 herein (wife of Dr. Amanullah), had created the trust deed of 2016 by inducting trustees and nominated Ataur Rahman, as the Chairman. Ataur is the father of the deceased Founder/Settler. It appears that a second Board was constituted by the surviving trustees. Whether the constitution of the second board and induction of the Chairman was, prima facie, in consonance with the trust deed has to be decided in order to adjudicate the propriety of the order impugned. There is no dispute with the proposition that the college is one of the units under the foundation and is governed by the trust deed of 2006. The deed is to be strictly followed. In order to appreciate the rival contentions of the parties, certain provisions of the trust deed require discussion Clause 6 deals with the Board of Trustees and the management and control of the foundation and its properties. It provides that the Board should comprise of at least three and not more than 11 members. The trustees including the Chairman, Honorary Chairman and Managing

Trustee were to constitute the Board. The first board in terms of the trust deed was constituted as follows:-

"The following first trustees of the "FOUNDATION" shall constitute the "First Board of Trustees".

Name	**Designation**
1. DR. MD. Amanullah 42/A, Kabitirtha Sarani Kidderpre Kolkata – 700 023 (W.B)	CHAIRMAN
2. ABDUL JABBAR 18, Watgunge Street Kidderpore Kolkata – 700 023	HONORARY CHAIRMAN
3. MD. FEROZ 18, Watgunge Street Kidderpore Kolkata – 700 023	MANAGING TRUSTEE
4. MD. NASIBUR RAHMAN 42/A, Kabitirtha Sarani Kidderpore Kolkata – 700 023	TRUSTEE
5. DR. MD. SHAHNEWAZ MIrchai Bari Masjid Road Matihar (BIHAR)."	TRUSTEE

15. The Chairman expired. It is the contention of the plaintiff that Abdul Jabbar, Md. Feroz and Md. Nasibur Rahman as the surviving trustees/Board members, executed the deed of 2016, for constitution of the second Board.

16. The surviving trustees could continue till their lifetime and a new Board was to be constituted in terms of the deed. The first contention of Mr. Mukherjee that the surviving trustees, who comprised of the Board had created the deed of 2016 to perpetuate and realise the object of the trust deed especially with regard to appointment of a Chairman and other trustees, cannot be accepted. The trust deed provides that the trustees or the board could induct new trustees, but such induction was to be approved by the Chairman. In this case, the office of the Chairman had fallen vacant. Clause 6.01 which was referred to by Mr. Mukherjee also states that the Honorary Chairman shall constitute the Board of Trustees and be vested with the powers and obligations of the Chairman, either during short or long absence of the Chairman and such duties and functions would be delegated by the Chairman or the Settler of the foundation. Such clause cannot be pressed into service in a situation when the Chairman expired and there is a specific clause with regard to survivorship. Clause 6.01(a) also provides that in case the Settler was not inclined to hold office as Chairman in the Board of Trustees or when the Chairman vacated the office for some time, the Chairman would have the power to nominate anyone to discharge such function in his place. Notwithstanding the clause that the Honorary Chairman would be entitled to fill the post of the Chairman in the absence of the Chairman or as delegated by the Chairman and further notwithstanding the fact that the Managing Trustee could also be delegated such powers and such function of the Chairman for a stipulated period, such powers could only be discharged by them when the Chairman conferred the same upon them. Also, nomination of trustees were within the exclusive discretion and prerogative of the Chairman, as per clause 6.03. In this case, the Chairman breathed his last. The office fell vacant. The other surviving members of the Board in assumption of power as per Clause 6, could not have appointed new trustees. First, the vacancy was to be filled up as per Clause 13.05(C).

17. The contentions of Mr. Mukherjee that Clause 6.08 permitted induction of trustees by the surviving trustees as they could discharge certain functions and powers of the Chairman in the absence of the Chairman, is also negated. Clause 6.01(a) is subject to a nomination or a delegation of authority by the Chairman (Settler). No doubt, the Board was empowered to manage the foundation, but the Board comprised of the Chairman, Honorary Chairman, Managing Trustee and other trustees. Clause 6.03 indicates that new trustees should be nominated by the Settler, in order to constitute the second Board. The Board of trustees were entitled to nominate patrons, life members, doner members and other members of the foundation as per Clause 6.05.

18. Clause 9.01 deals with the functions of the Chairman and provides that the Chairman would be the principal executive officer of the foundation and other units in the capacity of the Settler. Clause 9.01(A) is quoted below:-

> "(A) The Chairman shall be principal executive officer of the Foundation and shall preside over the meeting of the FOUNDATION and other constituent Units of the Foundation and/or institutions under sponsorship of Foundation. He shall be the Chairman of the unit and Institutions sponsored by Foundation in the capacity of the SETTLER of the Foundation and the same shall depend however, on the "WILL" of him (THE SETTLER) to appoint in his place if any of the Institutions to act as a Chairman subject to be withdrawn from the post any time by him."

19. Clause 9.01 clearly indicates that the Settler, by virtue of his position was to be the Chairman of the foundation as also of the sponsored units and institutions under the foundation, unless he nominated any other person to discharge such duties and such nomination would be subject to withdrawal by the Chairman himself.

20. Clause 13.01 deals with the status and discretion of the Settler (creator or founder) of the trust (foundation) and successorship. Clause 13.01 begins with a plenary clause that nothing contained in the regulations of the foundation would disentitle the Settler from amending the rules of the foundation without interference of the Board of Trustees and any amendment or alteration by the Board shall be referred to the Settler for approval. The Settler in the capacity of the founder or creator of the trust also reserved the right to remove any of the trustees and appoint new trustees, which was not subject to challenge before any Court of law. No prosecution or other legal proceeding against the foundation, Board of trustees, committees etc. could be taken out as per Clause 13.02.

21. Clause 13.05(A) provides that the Settler, in his life time, could appoint his successor from among his heirs or as he deemed fit as per his Will. The settler also reserved the right to vest his rights and functions during his life time upon his nominee if he wanted to go on retirement for any reason. Clause 13.05(C) states that in the absence of any nominee and on the death of the Settler, the post shall be filled up in the capacity of the Settler by the law of succession at the first, without prejudice the first wife shall be entitled automatically to hold the post of Settler with all rights and functions relating to the foundation and its sponsored institutions. The relevant provision is quoted below:-

> "In absence of any nominee appointed and the death of the SETTLER has caused to fill the vacancy of the post in the Foundation to role in the capacity of settler or as a settler of the Foundation, the Law of succession shall be applicable at the first, without prejudice the 1st wife shall be entitled automatically to hold the post of settler with all rights & functioning relating to the 'Foundation' & its sponsored institutions as well as various units/and organization on the expiry of the 1st wife, another wife (if more than one wife existing) in such

> succeeding manner shall replace one another but she shall not nominate any one. On the expiry of the wife/wives the elder son daughter of the forgoing settler shall be the settler successor and as such in the same after the successor shall replace or fill the vacancy after one & another. The last succeeding her son/daughter shall nominate/successor holding post of Settler post of Settler shall enjoy all rights & functioning as given in this deed of Foundation."

22. In my prima facie view, an interpretation of Clause 13.05(C) would be that survivorship to the office of the Settler would be governed by the law of succession and the first wife would be entitled to hold the post from amongst the heirs. She was also one of the successors. Thus, the defendant No.1 Shabnam Aman cannot be denied the control and management of the college, till the suit is disposed of as this clause requires further interpretation and the suit is required to be adjudicated. Right of Ataur to run the institution as Chairman is not, prima facie, established. The deed of rectification of 2015 executed by the petitioner No.1 is of no consequence and the same need not be given any effect to till the issues are decided in the suit. However, the Chairmanship of Ataur Rahman and his mode of induction by the deed of 2016 are, prima facie, improper and contrary to the trust deed. The deeds of 2015 and 2016 shall not be acted upon till the disposal of the suit.

23. This Court does not find any conflict between Clause 13.05(C) and other clauses with regard to the rights and powers of the Honorary Chairman and Managing Trustee and succession to the office of Chairman/Settler. The Honorary Chairman and Managing Trustee could be delegated the functions of the Chairman and the Board, but as per the Will of the Chairman either during his temporary absence or if he did not wish to hold such office of Chairman. The power of delegation was vested with the

Chairman. After death of the Chairman such delegation could not be made. First, the office of the Chairman was to be filled up as per the trust deed. In the absence of a nominee, Clause 13.05 (C) was to be applied. Upon discussion of the above clauses my, prima facie, finding is that defendant No.1 had a right to succeed to the office of Settler and Chairman as per the trust deed of 2006. She could not be restrained.

24. The clause relating to successorship would automatically operate on the death of the original Settler. The wishes of the Settler could not be violated. The question whether Chairmanship will devolve by successorship upon Ataur, or whether the petitioner No.1 as the first wife and only wife of the deceased/settler would succeed to the office of the Settler by operation of Clause 13.05(C), will finally be adjudicated in the suit. The trust deed provides that the Settler would also be the Chairman of the units the foundation. Even if Clause 13.05(C) talks about succession to the post as per the Muslim law of succession, it has been stated that 'without prejudice' the first wife would become the Settler, if the Settler died without leaving behind any nominee. The father has not been mentioned. By the law of succession, the father would not be the sole heir. When such clause has been qualified with the sentence "without prejudice the first wife shall be entitled to hold the post of Settler with all rights and obligation…" in my prima facie view the petitioner No.1 cannot be restrained from taking active part in the management and control of the college until the suit is disposed of.

25. The order impugned is set aside. The learned Trial Judge had rightly held that existence of a prima facie right and infraction of such right were the pre-conditions for grant of temporary injunction. The documents which were filed before the trial court, indicated that the defendant No.1 was running the institution and making the approvals as per the spirit of the Trust-Deed. Such activities required the approval of the Settler. Rather, the petitioner as the Chairman, had been paying the land revenue, submitting the income returns etc. The learned Advocate commissioner also reported about the presence of defendant No.1 as the Chairman. Therefore, the trial judge found that Ataur failed to prove a prima facie case for grant of a temporary injunction. The trial court held that grant of injunction would cause prejudice to the running of the institution.

26. However, as per the trust deed, the surviving trustees including the Honorary Chairman and the Managing Trustee also had a life time right to function as the members of the Board, until removed.

27. This Court finds that the learned appellate court had wrongly applied the doctrine of cypress. Prima facie, the clauses in the deed did not create any confusion. No situation existed which made implementation of the wishes of the Settler as impossible. The learned appellate court was only required to adjudicate prima facie case, balance of convenience, inconvenience, irreparable loss and injury. The learned appellate court was required to decide the correctness or error of the order of the trial court. The irregularities in the order of the learned Trial Court if any was to be rectified in the Misc. Appeal. No arrangement for administration of the trust was required to be made by the Court. Reference is made to the decision of ***Sree Jain Swetambar Terapanthi Vid (S) vs. Phundan Singh*** and others reported in ***(1999) 2 SCC 377***.

28. Balance of convenience and inconvenience is in favour of allowing Shabnam Aman to function as an integral part of the management by virtue of Clause 13.05(C). Moreover, it also, prima facie, appears that the surviving trustees had acted beyond their power conferred upon them by the trust deed. The Managing Trustees, Honorary Chairman could function as a Chairman upon delegation of the power by the Chairman and such power could be withdrawn by the Chairman at any time. Such delegation could be made only when the Settler was either not willing to perform his duties as a Chairman or was absent for a temporary period. In this case, there is a specific clause as to what would happen if the Settler died without leaving behind any nominee. Thus, the Court was not required to apply the doctrine of cypress to decide the issue. No mini trial was necessary. Reference is made to the decision in ***Mohd Mehtab Khan and Others vs. Khushnuma Ibrahim Khan and Others***, reported in ***(2013) 9 SCC 221***. The commissioner's report which has been annexed to this application, indicates the presence of Shabnam Aman in the college. There is a sign board and name plate in the college office. Moreover, there were documents before the learned courts which would indicate that Shabnam Aman had been discharging the official duties after the death of the Settler and granting all approvals which were to be granted by the Settler.

29. Under such circumstances, the order impugned is set aside. The order of the learned Trial Judge is modified to the extent that the petitioner No.1/defendant No.1 and the surviving trustees, namely, Abdul Jabbar, Md. Feroz and Nasibur Rahman would comprise a temporary Board of Trustees to run and manage the college, till the disposal of the suit. The defendant

No.1 shall discharge the duties as the temporary Chairman for the purpose of management and administration of the college and in granting approvals etc. to be granted by the Chairman/Settler. The other defendants are restrained from interfering with the activities of the college. The deeds of 2015 and 2016 shall remain stayed till disposal of the suit. Maintainability of the suit at the instance of Ataur Rahman as the Chairman, the interpretation of Clause 13.05(C) and the legality and validity of the deeds of 2015 and 2016, will also be decided in the suit.

30. All the observations are tentative and the suit should be decided independently on its own merits without being influenced by this order. The suit should be expedited and disposed of preferably within a year.

31. The other contention of Mr. Banerjee that Ataur had already transferred part of the trust property to his younger son, as pleaded in this revisional application, is not gone into. Another suit in respect thereof is already pending.

32. The revisional application is accordingly disposed of.

33. There shall be no order as to costs.

34. Parties are to act on the basis of the server copy of this judgment.

(Shampa Sarkar, J.)