



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-08-2025

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CORAM

THE HONOURABLE MR JUSTICE C.V. KARTHIKEYAN

**OA NO. 88 OF 2020,A NO. 1702 OF 2021,OA NO. 87 OF 2020,A NO. 535
OF 2020,A NO. 534 OF 2020,OA NO. 121 OF 2020,A NO. 820 OF 2020,OA
NO. 120 OF 2020,A NO. 821 OF 2020,OA NO. 51 OF 2020,A NO. 343 OF
2020,A NO. 1701 OF 2021,A NO. 2227 OF 2021,OA NO. 52 OF 2020,A NO.
348 OF 2020,A NO. 349 OF 2020, O.A.NO.385 OF 2021
in C.S.No.196 of 1913**

A No. 535 of 2020

1. Sanjay Jalan
S/o.Mr.R.K.Jalan
residing at No.73 and 75
Dr.R.K.Salai Mylapore
Chennai 600 004.

Applicant(s)

Vs

1. The Ameerunnisa Begum Sahib's
Endowments
represented by its President Mr.Jalal
Ameenur Rahman Having its registered
office at No.165/76 Bharathi Salai,
Triplicane, Chennai 600 005.

2.The Chairman
Tamilnadu Wakf Board Having its
office at Santhome High Road, Kamaraj



Salai, Mylapore Chennai 600 004.

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A No. 534 of 2020

1. Inder Kumar Fomra

Respondent(s)

2.Surendra Kumar Fomra

Applicant(s)

Vs

1. The Ameerunnisa Begum Sahib's
Endowments and another
represented by its President Mr.Jalal
Ameenur Rahman Having its registered
office at No.165/76 Bharathi Salai,
Triplicane, Chennai 600 005.

2.The Chairman
Tamilnadu Wakf Board Having its
office at Santhome High Road, Kamaraj
Salai, Mylapore Chennai 600 004.

Respondent(s)

A No. 820 of 2020

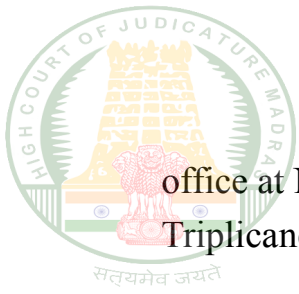
1. Mrs.Kollipara Ranganayaki

2.Mrs.Chandrakala Prabhakar

Applicant(s)

Vs

1. The Ameerunnisa Begum Sahib's
Endowments and another
represented by its President Mr.Jalal
Ameenur Rahman Having registered



office at No.165/76 Bharathi Salai
Triplicane, Chennai 600 005.

WEB COPY 2.The Chairman

Tamil Nadu Wakf Board Having its
office at Santhome High road, Kamaraj
Salai, Mylapore chennai 600 004.

Respondent(s)

A No. 821 of 2020

1. Mr.H.E.Abdul Azeez
- 2.Mrs.Attheeq ur Rehman
- 3.Mr.Hajra Azeez

Applicant(s)

Vs

1. The Ameerunnisa Begum Sahib's
Endowments and another
represented by its President Mr.Jalal
Ameenur Rahman Having registered
office at NO.165/76 Bharathi Salai
Triplicane, Chennai 600 005.

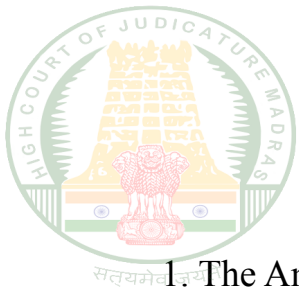
2.The Chairman
Tamil Nadu Wakf Board Having its
office at Santhome High road, Kamaraj
Salai, Mylapore chennai 600 004.

Respondent(s)

A No. 343 of 2020

B.Sathyanarayanan

Applicant(s)



Vs

1. The Ameerunnisa Begum Sahib's

endowments and another

Represented by its President Mr.Jalal
Ameenur Rahman Having its registered
office at NO.165/76 Bharathi Salai,
Triplicane, chennai 600 005.

2.The Chairman Tamilnadu Wakf Board
Having its office at Santhome High
Road, Kamaraj Salai, Mylapore
Chennai 600 004.

Respondent(s)

A No. 2227 of 2021

Mr.Sakina Mansoor
W/o.Mr.M.Mansoor, No.200,
Royapettah High Road, Mylapore,
Chennai 600 004.

Applicant(s)

Vs

1. The Ameerunnisa Begum Sahib's

Endowments and another

Represented by its President Mr.Jalal
Ameenur Rahman, having its registered
office at No.165/76, Bharathi Salai,
Triplicane, Chennai 600 005.

2.The Tamil Nadu Waqf Board
Waqf House, 1, Jaffer Syrang Street,
Vallal Seetha Kathi Nagar, Chennai 600
001 Represented by its (a) Special
officer and (b) CEO.



Respondent(s)

A No. 348 of 2020

WEB 1. M/s.P.Shikhermal Surana

2.Mrs.Leelavathi Surana

3.Dr.Vinod Surana

4.Mrs.Rashmi Surana

Applicant(s)

Vs

1. The Ameerunnisa Begum Sahib's
Endowments

Represented by its President Mr.Jalal
Ameenur Rahman Having its registered
office at No.165/76 Bharathi Salai
Triplicane, Chennai 600 005.

2.The Tamilnadu Waqf Board
Waqf House 1 Jaffar Syrang Street,
Vallal Seetha Kathi Nagar, Chennai 600
001 Represented by its Special Officer
and CEO.

Respondent(s)

A No. 535 of 2020

PRAYER Application filed under Order XIV Rule 8 of O.S.Rules read with Section 151 CPC to direct the respondents herein to renew the lease in respect of the property comprised in Old Survey No.2826 R.S.No.1707 part bearing Door Nos.43 and 44 and New Door Nos.73 and 75, Dr.R.K.Salai Mylapore chennai 600 004 measuring 2 Grounds 1682 sq.ft for a period of 30 years or any other period which this court deems appropriate at an appropriate rent for the land.

**A No. 534 of 2020**

PRAYER: Application filed under Order XIV Rule 8 of O.S.Rules read with Section 151 CPC to direct the respondents herein to renew the lease in respect of the property comprised in Old Survey No.2826 R.S.No.1707 part bearing door No.39 New Door Nos.65 Dr.R.K.Salai Mylapore chennai 600 004 being a strip of land measuring an extent of 840 sq.ft for a period of 30 years or any other period which this court deems appropriate at an appropriate rent for the land.

A No. 820 of 2020

PRAYER: Application filed under Order XIV Rule 8 of O.S.Rules read with Section 151 CPC to direct the Respondents herein to renew the lease in respect of the property measuring an extent of about 3 Grounds or thereabouts of land belonging to the 1st respondent comprised in R.S.NO.1707 part bearing Old Door No.1/15 having present Door No.42/71 Dr.R.K.Salai, Mylapore chennai 600 004 for a period of 30 Years or any other period which this High Court deems appropriate at an appropriate rent per month for the land.

A No. 821 of 2020

PRAYER: Application filed under Order XIV Rule 8 of O.S.Rules read with Section 151 CPC to direct the Respondents herein to renew the lease in respect of the property measuring an extent of about 3 Grounds or thereabouts of land belonging to the 1st respondent measuring an extent of 9.28 Grounds comprised in Survey No.2826 R.S.No.1707 part bearing New Door Nos.91, 93 and 95 bearing Old Door Nos.51 52 and 53 New Door Nos.91, 93 and 95, Dr.R.K.Salai Mylapore, Chennai 600 004 for a period of 30 years or any other period which this High Court deems appropriate at an appropriate rent per month for the land.

A No. 343 of 2020

PRAYER: Application filed under Order XIV Rule 8 of O.S.Rules read with Section 151 CPC to direct the respondents herein to renew the lease in respect



of the property measuring an extent of about 4.22 Grounds or thereabouts of land belonging to the 1st respondent comprised in Old. Survey No.2826 in R.S.NO.1707 part bearing Old Door NO.36 New NO.200/1 Royapettah High Road, Thiru Vi Ka Salai Mylapore Chennai 600 004 for a period of 30 years or any other period which this High Court.

A No. 2227 of 2021

PRAYER :Application filed under Order XIV Rule 8 of O.S.Rules read with Section 151 CPC to direct the Respondents to execute in favour of the Applicants herein a one time renewal of the Lease for the schedule mentioned land for 30 years (01/02/2020 to 01/02/2050) on new enhanced rent, rental deposit and all other terms as per the Waqf Properties lease Rules but without inviting any public bidding.

A No. 348 of 2020

PRAYER Application filed under Order XIV Rule 8 of O.S.Rules read with Section 151 CPC to direct the Respondents to execute in favour of the Applicants herein a one time renewal of the lease for the schedule mentioned land for 30 years 01/02/2020 to 01/02/2050 on new enhanced rent, rental deposit and all other terms as per the Waqf Properties Lease Rules but without inviting any public bidding.

<i>A.Nos.</i>	<i>For Applicant(s)</i>	<i>For Respondent(s)</i>
535 of 2020	Mr.V.Ramesh, for Mr.T.Thiyagarajan	Mr.N.A.Nissar Ahmed, Senior Counsel for D1, Mr.Avinash Wadhwani for D2
534 of 2020	Mr.V.Ramesh, for Mr.T.Thiyagarajan	
820 of 2020	Mr.V.Ramesh, for Mr.T.Thiyagarajan	Mr.N.A.Nissar Ahmed, Senior Counsel for D1,



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<i>A.Nos.</i>	<i>For Applicant(s)</i>	<i>For Respondent(s)</i>
		Mr.Avinash Wadhwani for D2
821 of 2020	Mr.V.Kuberan for M/s.Rank Associates	
343 of 2020	Mr.V.Ramesh, for Mr.T.Thiyagarajan	Mr.N.A.Nissar Ahmed, Senior Counsel for D1, Mr.Avinash Wadhwani for D2
2227 of 2021	Mr.P.S.Surana for Ms.P.R. Vandana	Mr.N.A.Nissar Ahmed, Senior Counsel for D1, Mr.Avinash Wadhwani for D2
348 of 2020	Mr.G.Kalyan Jhabakh	Mr.N.A.Nissar Ahmed, Senior Counsel for D1, Mr.Avinash Wadhwani for D2

COMMON ORDER

All these applications have been filed seeking a direction against the respondents, the Ameerunnisa Begum Sahib's Endowments at Bharathi Salai, Triplicane, Chennai – 5 and the Chairman, Tamil Nadu Waqf Board, at Chennai, to renew the lease in respect of the portions of the property over which the respective petitioners are now in possession. They have categorised themselves



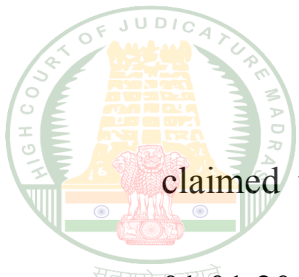
as lawful lessees over the respective portions of the property at Old No.39, New No.65, Dr.R.K.Salai, Mylapore, Chennai.

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2.In each one of the applications, in the Judges Summon, the specific portion under which that particular applicant is in possession has been given. Since the issues raised by all the learned counsels for the petitioners and by the learned Senior Counsel appearing on behalf of the first respondent and the learned counsel for the second respondent in all applications overlap and are similar, all the applications are taken up for consideration and a common order is passed.

3.Let me take as an illustration, the affidavit filed in support of the Judges Summon in A.No.343 of 2020.

4.This application has been filed by B.Sathyanarayanan, who claimed in his affidavit that he is a lessee of vacant land of 4.22 grounds or thereabouts and had been gracious enough to acknowledge that the said land belongs to the first respondent/the Ameerunnisa Begum Sahib's Endowments. He has further



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claimed that his right to the vacant land is covered by a lease deed dated 01.01.2014 executed by the trustees of the first respondent. He had further

stated in his affidavit that the first respondent is an Endowment formed prior to 1913 through a Will and is covered by a Scheme Decree in C.S.No.196 of 2013, wherein by orders dated 12.12.1921 and 01.02.1992, permission had been granted to the first respondent to let out on lease the vacant land to third parties.

It had been contended that the earliest lease was on 01.04.1922 for an extent of 04 grounds and 2037 sq.ft. for a period of 49 years in favour of the lessee in that case.

5.It had been very freely admitted that the original lessees had been freely transferring their lease hold right in respect of the land and also their absolute right in respect of the superstructure they had put up over the land. It must also be pointed out that during the course of discussions, the learned counsel also stated that some of the original superstructure had been subsequently demolished and reconstructed and in one case, the building is quite expansive consisting of a basement and eight floors. It had been contended by the applicant that the transfer of the superstructure, which is termed as sale of the



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superstructure had also been recognised by the first respondent. It had also been stated that on such transfer, the subsequent lessee had also been recognised as a lessee of the land of the first respondent. It had been stated that owing to passage of time, the lessee continued to be in occupation, putting up construction. Thereafter, owing to various issues surrounding the lease, they had filed A.No.801 of 1962 and the Court had also permitted the first respondent to renew the lease to the predecessor in title of the applicant. The lease had been renewed for 36 years upto 2007 and it had been further contended that there was an option given for a further renewal of 13 years which would extend upto the period of 2020 in some cases, owing to an additional renewal for a further period of 13 years. This fact had been pointed out by the learned counsel for the applicants that therefore, the lease is technically still in subsistence and the applicants have a right to occupy the superstructure, which in effect would give the right to continue to occupy the land, on which the superstructure had been built, and for which initially the lease had been granted.



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6.The applicants had taken umbrage to a letter issued by the first respondent dated 02.01.2013, wherein, the first respondent had stated that there would not be any extension of lease. The first respondent drew reference to the Waqf Act, 1995 and the amendment to the Act in the year 2013. The issuance of the said letter had led to the filing of these applications seeking renewal of the lease and calling upon the Court to interfere and prevail upon the lessor/the first respondent to extend the lease of the land and incidentally, recognise the superstructure built by the applicants and grant further extension atleast till 2033 in a few cases. Quite fortunately, they have not sought the Court to be substituted as the lessor in the instant cases.

7.Mr.V.Ramesh, learned counsel for the applicants took the Court through the various documents which governed the lease. The first document is an order of a learned Single Judge of this Court (*C.V.Kumaraswami Sastri.J*) in C.S.No.196 of 1913 dated 10.04.1922, wherein, the learned Judge had framed a Scheme for the first respondent, the relevant portions of which this Court had been drawn attention to. The said Scheme provided for the execution of a



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General Power of Attorney to be registered in favour of the President of the first respondent for the purpose of conducting suits, getting monies from the Courts and incidentally also for registering leases. It had been further pointed out that a Register shall be maintained by the Secretary, which also includes Registers relating to the suits, decrees, legal papers and their particulars, and it could be presumed to also include details about the leases granted and the terms of the lease.

8.Mr.V.Ramesh, learned counsel argued that this Scheme framed by the learned Single Judge on 10.04.1922 cannot be altered, modified or set aside.

9.Thereafter, an order came to be passed on 11.04.1962 again by a learned Single Judge of this Court (*P.S.Kailasam,J.*) (*as his Lordship then was*) in A.No.801 of 1962. That application had been filed seeking permission to the applicants therein to enter into a renewal of lease deed for the period ending 01.02.2007 with liberty for further extension for 13 years from 2007. The lease amount had been stated. The learned Single Judge in the course of his order granted permission for entering into renewal of the lease till 01.02.2007 with



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further extension for 13 years from February 2007. The names of the original lessees had also been given in the schedule to the order. There were four separate lessees, namely, Kanakarathnammal, V.Shivshankar Rao, K.V.Srinivasan and K.G.Janaki Bai. The lease amount which they had paid and the revised monthly lease amount also had been specified. The area under which they have occupied was also specified in the said schedule.

10.It is not in dispute that the lessees put up superstructures over the land for which they had been granted lease. Having put up superstructures, they then took up on themselves to deal with the said superstructure. They executed sale deeds. One such sale deed dated 07.10.1984 had been brought to my notice, executed by Kanakarathnammal, one of the original lessees and her son and probably her daughters to T.Balakrishnan. By this sale deed, the superstructure of the residential building at Dr.R.K.Salai, Mylapore, which had been described in the schedule thereto, which originally belonged to Kanakarathnammal, had been conveyed to the purchaser. The total area was 5 grounds and 2021 and 5/8 sq.ft. of land.



11.This transaction, taken as an illustration, would only imply that the original lessees had thereafter transferred their rights which had been initially granted to them, not only of the land to which they were lessees, but also of the superstructures which they had built. Once the superstructure had been transferred absolutely, the purchasers had every right to dealt with the superstructure in the manner they thought would be profitable to them, including taking a decision to demolish the existing superstructure and reconstructing the superstructure.

12.Thereafter the assignment of the lease hold rights to T.Balakrishnan consequent of the execution of the sale deed was granted by document dated 01.11.1988 called the Document of Indenture and executed by the trustees of the first respondent Trust recognising the sale of superstructure in favour of T.Balakrishnan.

13.The lessors as Trustees of the first respondent Trust had taken a decision to permit even future developments of the property. They had stated that improvements could be effected for the better enjoyment of the property.



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They had also granted extension of the lease, which according to them, at that point of time, was beneficial to the Trust. They had also stated at that the said

extension could be for a period of 13 years from 2007 till 1st February 2020.

There was a further clause for renewal of the lease and the lessee was also granted liberty to put up further substantial or permanent building or buildings either for residential or for any other purpose.

14.It is thus the seen that Trustees who were in charge on 01.11.1988 had practically abandoned the first respondent Trust and had sold all the rights which they could have retained to the lessees or the purchaser. They however retained their categorization as lessors of the land. It is a moot question whether they had gone beyond the Scheme which was framed by the learned Single Judge or had taken advantage of the Scheme and had frittered away the valuable properties of the first respondent.

15.The lessees continue to enjoy and transfer their rights. They also proceeded to sub let portions of built areas and to make profits out of the constructed portions. Their profits naturally far exceeded the lease amount which they paid to the first respondent for the lease of the land.



16. In the midst of all this, the Waqf Act 1995 came into effect and thereafter, there an amendment was introduced in the year 2013 and the Rules to the said amendment were introduced in the year 2014.

17. On 01.08.2019, fortunately, sense prevailed upon the Trustees or those who were in the management of the first respondent Trust. They issued a letter to the applicant in A.No.343 of 2020, B.Satyanarayanan, who is the son of T.Balakrishnan, pointing out that he had been a tenant under the Endowment with respect to land measuring 4.22 grounds equivalent to 10,128 square feet, at Old door No.36, New D.No.200/1, Royapettah High Road, Thiru.Vi.Ka.Salai, Mylapore, Chennai on a monthly rent of Rs.1,38,000/- together with GST on the rent at 18% per annum and that he had also built a superstructure and which had been let out to various tenants and that he was enjoying the rental benefits. By the said letter, they stated that in accordance with the agreement entered into with him, on 01.01.2014, the lease was to expire on 01.02.2020 and that he had agreed to surrender the building on expiry of the lease on 01.02.2020. It had been stated that though there was a provision to pay compensation for the building, an interpretation was drawn that under Waqf Act 2013, there was a



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restriction to payment of compensation for the building. It had been further stated that the land belongs to a charitable institution, which fact, the signatory finally woke up to understand after nearly about 100 years from the date on which the scheme was initially framed by a learned Single Judge of this Court and therefore, surrender of the property on or before 01.04.2020 was requested. This communication had led to the filing of these applications seeking renewal of lease.

18. There is one more aspect which has to be pointed out and that is, in the assignment of the lease hold rights which had been granted by the erstwhile Trustees on 01.11.1988 reference to which document had been made *supra*, there was also a commitment that compensation would be paid to the value of the building and that the value of the building would be settled by two Arbitrators, one to be selected by the lessor and the other to be selected by the lessee and in case the Arbitrators differ on the value, to be further settled by an Umpire, to be selected by the two Arbitrators.

19. Mr. V. Ramesh, learned counsel argued stated that there should be renewal of the lease and definitely, there should be payment of compensation



for the value of the building which had been put up by the applicants herein.

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With respect to a particular building which had been put up and for which mention had been made earlier about consisting of basement and eight floors, Mr.V.Kubera pointed out that efforts were taken to settle the issue through a Mediator and a former Judge of the Supreme Court had been appointed as Mediator to value the building. I am informed that a conservative value of about Rs.11.65 crores has been determined as the value of the building after providing for depreciation.

20.It has now probably crept in the mind of the Trustees of the first respondent Trust that they would go bankrupt if they were to pay compensation to those who had put up construction and to those who have been permitted to put up construction.

21.It is hoped that some sense and sensibility would prevail in the minds of the Trustees over pride and prejudice and the ignorance and indulgence granted to the lessees earlier.



22.Mr.V.Ramesh, learned counsel took the Court to the documents referred *supra* and further pointed out the law on this aspect. The learned counsel drew attention to the Waqf Act 1995 and more specifically to Section 32 of the Act.

23.Section 32 deals with the powers and functions of the Board and among other powers, the Board also had the power to settle the Schemes of management of a Waqf provided that no such settlement shall be made without the parties being affected being granted the opportunity of being heard. It was pointed out by Mr.V.Ramesh that in the Explanation to Section 32, it had been very clearly stated that a Waqf would also include a Waqf in relation to which any Scheme had been made by any Court of law whether before or after the commencement of the Act. Therefore, notwithstanding the Scheme which had been framed on 10.04.1922, the first respondent is still empowered to settle the Scheme for the Management of the Waqf and a Waqf would include properties of the Waqf. The only obligation is that notice to be issued to those who would be affected by the settlement of such Scheme.



24.Mr.V.Ramesh further pointed out that even under the very same provision, the Board was also granted powers to sanction lease of any immovable properties of the Waqf in accordance with the provisions of the Act and the Rules made thereunder. The learned counsel also drew the attention of this Court to Section 51 of the Act which provided for alienation of Waqf properties without sanction of the Board and stated that if such alienation is made, it could declared as void. It had been stated that prior sanction of the Board is a pre-requisite for any alienation of any property of the Waqf. The learned counsel finally drew the attention of this Court to Section 56 of the Act which provided restrictions on the powers to grant lease of Waqf property and more particularly, drew attention to Section 56 (3) which granted powers to the Board to grant lease or renewal or to review the terms and conditions under which such lease was proposed to be granted or renewed. The only restriction was that the Board should intimate the State Government regarding the lease of any property exceeding three years and the lease would become effective after a period of 45 days from the date on which the Board so intimates the State Government. The learned counsel therefore argued that the applicants are



protected and the Board can frame Scheme but only after issuing notice to the applicants before any such exercise is indulged by the first respondent.

25.The learned counsel further drew the notice of this Court to the Waqf Property Lease Rules 2014, wherein, Rule 18 provided for renewal of lease and Rule 18 provided that while renewing the lease, preference should be given to the present lessees if they participate in the bid and match the highest bid. However, it had also been provided that the Board may not indulge in the procedure for bidding, in the case of a lessee who has been in occupation of the Waqf property uninterruptedly from 1995 onwards. The learned counsel pointed that the applicants herein have been in occupation of the building definitely from 1995 onwards and therefore, impressed upon the cost that the Board should not resort to the procedure of bidding.

26.However, the crucial words in that particular proviso is that Board “*may not*” apply the procedure of bidding and not “*must not*” apply for the procedure for bidding.

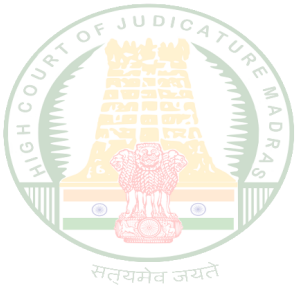


27. I am not invited to call upon to give an interpretation of the said provision but I would still point out the words used in the Rules. The words used give an option to the Board and not a mandate to the Board not to indulge in bidding.

28. Let me not enter into any further discussions on that particular aspect in view of the arguments advanced by Mr. Nissar Ahmed, the learned Senior Counsel for the first respondent and supplemented by Mr. Avinash Wadhwani, learned counsel for the second respondent.

29. The learned Senior Counsel for the first respondent placed very strong reliance on the Judgment of a Division Bench of this Court in ***I.S. Ibrahim and others Vs. Principal Secretary to the Government and others*** reported in ***2023 (2) LW 547 : 2023 (1) Writ LR 508***, wherein, the interpretation of Section 32 had come up for consideration and the Division Bench in paragraph 9 of the Judgment had held as follows:

9. We have considered the rival submissions made on either side and perused the material records of this case. At the outset, there



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can be no two opinions as to the proposition that by the Waqf Act 1995 coming into force, the Tamil Nadu Waqf Board had replaced the Scheme Court, and has all the power of General Superintendence as per Section 32 of the said Act. The said position has clearly been laid down by the Division Bench of this Court in Managing Trustee, Rep. by the Board of Trustees, Nagoor Dargha cited Supra. The said view has also been followed and re-affirmed by us, in our judgement in Dr.K.M. Kalifa Masthan Sahib Kadiri ~Vs~ Tamilnadu Waqf Board & Others³, the relevant portion of the Judgment is extracted hereunder for ready reference:~

“3.1 At the outset, it is to be mentioned that in respect of Nagore Dargah, there were several interse disputes between the Board of Trustees, some of which are pending and some of which have been decided by this Court. While so, it is essential to reproduce the Judgment of the earlier Division Bench of this Court made in W.A.No.1640 of 2016 (& batch of cases), in



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respect of the Dargah, more particularly the relevant portion of the paragraph Nos.45 & 46 of the Judgment, which is extracted hereunder:

“45....

On the face of it, it only means the scheme decree will continue. But the issue here is not about anything by which the existing Scheme is sought to be replaced now but who should have the residual power of superintendence over the working of the Scheme? Until now, the Court retained to itself the residuary power to administer the Scheme it framed and from now it is going to be replaced by the Waqf Board. But the Nagoor Durgha seems to believe that the compromise operates as an estoppel against the Waqf Board from replacing the Court in its role to ensure the working of the Scheme. In H.H. The Prince of Arcot case [(2006) 3 MLJ 856], a Division Bench of this Court had an occasion to hold:

“The compromise cannot read to mean that any particular authority or institution would



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become above law and no action would be taken in accordance with law notwithstanding any transgression or violation of law. No immunity above law would have been contemplated to be given by way of compromise.”

To this, this Court now intends to add that no statutory authority has the power to barter away his statutory responsibility, duty or authority merely to facilitate a compromise, howsoever honourable the intentions that peace may reign in a cause be.

46.1 To sum up, even where the Courts have framed a scheme under Sec.92 CPC for the administration of the Waqf, on the establishment of Waqf Board, the residual power of superintendence of the Waqfs which hitherto remained with the Court as the conscience keeper of the public trusts founded on the principle of parens patriae would shift from the Scheme Court to the Waqf Board. In effect, the Waqf Board replaces the Principal District Court, Nagapattinam, in administering the Scheme



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settled in O.S.30 of 1946. However, its power of superintendence stops on determination of surplus income meant for the kasupangudars. The authorities which the counsel for the Waqf Board has cited and listed in paragraph 32 above may be referred to. One immediate effect is that the Waqf Board cannot claim contribution in relation to the surplus funds meant for distribution to the Kasupangudars.”

(emphasis supplied)

3.2 Thus, by virtue of Section 32 of the Waqf Act, 1995 and the above decision of this Court, the proposition that the Waqf Board had replaced and had taken the position of the Scheme Court is well settled.....”

9.1 Similarly in Mahboob Basha Vs. Tamil Nadu Wakf Board, cited supra, The Learned Single Judge has held as follows:~

“11. I would like to lay stress upon the explanation appended to Sub~Section (1) of Section 32 of the Act, which unambiguously and unequivocally highlight and shed light that Wakf



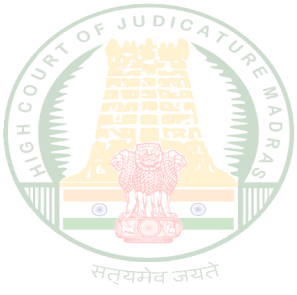
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Board has been conferred with enormous statutory powers to deal with even the Wakfs covered by Scheme decrees formulated by the court.

12. A plain reading of the said provision will leave no doubt in the mind of the court that the statutory body, irrespective of any Court decree or order already governing such Wakf under any scheme, can exercise its power. While exercising its power, how the Board should conduct itself is found exemplified in Section 32 of the Act itself and I need not dilate or elaborate on that because as of now, this court is not enjoined to deal with those aspects in extenso.”

10. We are also in agreement with the Learned Counsel that the Waqf Board after replacing the Scheme Court, need not make an application before the Scheme Court, for the purpose of taking over the management of the Waqf in the normal course. However, in the instant case, the matter is not simply pending before the Scheme Court or any private person



appointed by the Scheme Court to administer the Waqf.

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30. Further, paragraph Nos. 14, 15 & 16 was also pointed out and the same

is as follows:

14. Be that as it may, from a reading of the Trust Deed and the Scheme Decree, there can be no two opinions that the objects and acts done under the Trust is of religious (Mohamedan) in nature. The donor is a Muslim who declared the Trust for the religious and charitable purposes mentioned therein and thus, it is undoubtedly a Waqf. The same has also been duly registered and enumerated as a Waqf, which is published in the Gazette even under the old Act as early as 20.05.1959 and the perusal of the Register of Waqfs categorically shows the enlisting of the Waqf and its properties.

15. That being so, when by operation of law henceforth, it will only be the Waqf Board, which will be the Scheme Court, it would be as per law, to entrust all the matters/papers relating to the



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Waqf in respect of the scheme suit in C.S.No.314 of 1930, to be transmitted and henceforth be dealt with by the Tamil Nadu Waqf Board. However, the Official Trustee being an authority under the Official Trustees Act, need not continue to be a Muthawalli or in the management of the Waqf as the same would result in twin authorities managing the Waqf leading to repugnancy, as he is to be bound by the directions of this Court as per Section 25 of the Official Trustees Act, and the directions given by the Waqf Board, which will not be in the best interests of the Wakf and carrying on the pious causes intended by the donor.

16. On the other hand now the Waqf Board is fully empowered to (i) appoint Muthawalli and manage the waqf; (ii) to takeover the direct management; (iii) to decide the claims made by the lineal descendants and persons associated with the trust carrying out the charities in accordance with the law; (iv) alter the scheme or frame new scheme etc, after due notice to all the parties, etc. The parties aggrieved by the



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decisions of the Waqf Board are entitled to approach the Waqf Tribunal in accordance with law.

31.Finally, the Division Bench had held as follows in paragraph Nos.18

(iv) (a) & (b).

18. In the result,

(i) Writ Appeal No.1339 of 2021 stands partly allowed ;

(ii) The impugned notification of the Tamilnadu Waqf Board, Chennai bearing Ref. No.IV~3(a)/97/2020, dated 04.11.2020 published vide Tamilnadu Government Gazettee dated 11.11.2020 bearing G.O.No.46 ; and the resolution passed in Serial No.1, Inam No.12/2020, bearing Na.Ka.No.12765/16/A9, Chennai dated 07.10.2020 and signed on 20.10.2020, shall stand quashed;

(iii) Consequential Orders dated 23.03.2021 bearing Se.Mu.O.No.264/Se/Ni.A/21 and notice in Na.Ka.No.264/Se/Ni.A/21, dated 23.03.2021, shall also stand quashed;



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(iv) *Application No.273/2021 filed by the Tamilnadu Waqf Board is allowed on the following terms:*

(a) *It is declared that the Tamilnadu Waqf Board has replaced the Scheme Court as per Section 32 of the Waqf Act, 1995;*

(b) *The registry is directed to transfer all the papers and other records relating to the Scheme Suit in C.S.No.314 of 1930 are ordered to be transmitted / transferred to the Tamil Nadu Waqf Board;*

32.Mr.Nissar Ahmed by placed very strong reliance on the dictum laid down by the Division Bench that in all matters relating to the management of a Waqf which includes administration of the Board and which further includes examination of letting out on lease or renewal of lease of a property of the Waqf, that such jurisdiction would vest only with the Waqf Board and if aggrieved by any order of the Waqf Board later to the Waqf Tribunal. It had been strongly argued that the jurisdiction of this Court stands ousted by the interpretation of Section 32 of the Waqf Act 1995 which provision had again



been reiterated and retained in the subsequent amendment of the Waqf Act 1995 in the year 2013. It had therefore been categorically asserted by Mr.Nissar Ahmed and also equally strongly by Mr.Avinash Wadhwani that the jurisdiction of the Court has been ousted and therefore, the records should be transferred to the Waqf Board for the Board to take a decision on the requests made by the applicants in these applications for the lease to be extended or not extended and compensation to be paid or not to be paid. It had been stated that this Judgment is binding on this Court.

33.Mr.V.Ramesh, learned Counsel for the applicants however sought to distinguish the dictum laid down by stating that the Division Bench was considering the activities of a Muthawalli and whether he could be removed and whether his term of office could be re-examined by the Court under the Scheme framed by the Waqf. Mr.V.Ramesh opined that the principles will not apply to properties wherein lease had been granted.

34.With due respect to the learned Counsel, I would disagree with that contention. Section 32 of the Act is quite comprehensive. It deals with the powers and functions of the Board. Quite apart from the specific provisions



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which had been pointed out, section 32 (2) (d), also deals with directions for administration of the Waqf and with reference to the income of the Waqf and records relating to the origin and income of every activity of the Waqf. It is not restricted only to removal or examination of the working of a Muthawali, but also very specifically deals with the sanctioning of lease of any movable property of the Waqf.

35. The explanation to section 32 is very clear on this aspect. Let me extract both 32(g) and 32(j), which are as follows.

32. Powers and functions of the Board.—

(g) to appoint and remove mutawallis in accordance with the provisions of this Act;

(j) to sanction lease of any immovable property of a waqf in accordance with the provisions of this Act and the rules made thereunder: Provided that no such sanction shall be given unless a majority of not less than two-thirds of the members of the Board present cast their vote in favour of such transaction:

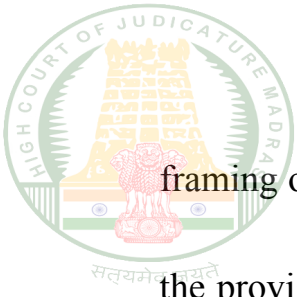
36. Section 32 would apply to controlling the activities of Muthawali and also to the administration of the property of the Waqf. The Division Bench



while dealing with section 32 had not stated that the particular judgement would apply only to the appointment and removal of Muthawali and would not extend to any decision taken on the lease of the land. The Division Bench had dealt with section 32 as section 32 stood in its entirety and incidentally, in that particular case, applying the reasonings which they had drawn to the appointment and removal of a Muthawali. This Court can very well take advantage of those reasonings and bring into ambit those reasons for the grant or extension or renewal of lease.

37.I would therefore abide with the decision of the Division Bench and declare that the Tamil Nadu Waqf Board had replaced the Scheme cost as per section 32 of the Waqf Act, 1995. I would therefore direct the Registry to index all papers and records of this particular suit in C.S.No.196 of 1913 and transmit/transfer them to the Tamilnadu Waqf Board.

38.The Division Bench had also stated that the Waqf Board alone has the power to alter the scheme or frame a scheme. The only embargo is, notice should be given to all the parties who would be affected by such alteration or



framing of such Scheme. I am confident that the Waqf Board would act with in the provisions of the Act and the Rules and would not exceed their jurisdiction and would keep in mind the interest of the first respondent which interests the erstwhile management of the first respondent in my opinion, had forgotten, deserted and abandoned.

39.The learned counsel for the applicant in A.No.348 of 2020 stated that the applicant therein has been very honest and had adhered to the terms of the lease and had not made any profits or taken advantage of the extension of lease. All these are issues which the Board will now have to take into consideration.

40.Mr.V.Ramesh, also referred to Section 51 of the Transfer of Property Act, 1882 about the improvements made by bonafide holders under defective title. This would only imply that the applicants have defective title. However, Mr.V.Ramesh argued that since the applicants have made improvements, some compensation must be paid. The learned counsel also placed reliance on Section 116 of the Transfer of Property Act, 1882 about the effect of holding over after the determination of lease. All these aspects would now come under



the purview of the Waqf Board. Let me not examine them further and give my observations on the same.

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41. All these applications are dismissed however without costs, with a direction to the Registry to index all the papers and transfer them to the Tamil Nadu Waqf Board and with a further direction to the applicants that if they so desire to approach afresh the Waqf Board. The back records would be required by the Tamil Nadu Waqf Board. Consequently, connected applications are also dismissed.

19-08-2025

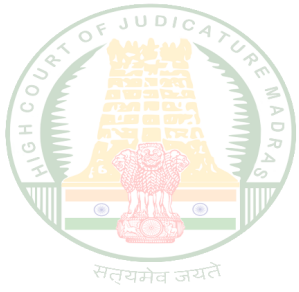
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OA No. 385 of 2021

To

1. The Ameerunnisa Begum Sahiba s
Endowments and another
Represented by its President Mr. Jalal
Ameenur Rahman, having its registered
office at No. 165/76, Bharathi Salai,
Triplicane, Chennai 600 005.

2. The Tamil Nadu Waqf Board
Waqf House, 1, Jaffer Syrang Street,
Vallal Seetha Kathi Nagar, Chennai 600
001 Represented by its (a) Special
officer and (b) CEO.

**OA No. 88 of 2020**

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To

1.The Ameerunnisa begum Sahibs
Endowments and another
represented by its President mr.Jalal
ameenur Rahman Having its registered
office at No.165/76 Bharathi Salai,
Triplicane, Chennai 600 005.

2.The Chairman
Tamilnadu Wakf Board Having its
office at Santhome High Road, Kamaraj
Salai, Mylapore Chennai 600 004.

A No. 1702 of 2021

To

1.Mrs.Kollipara Ranganayaki and 3
others
W/o.Kollipara Sambasiva Rao Residing
at No.304, T.T.K.Salai, Alwarpet,
Chennai 600 018.

2.Mrs.Chandrakala Prabhakar
W/o.S.V.Prabhakar Pai, residing at
M4/3, 4th Main Road, Besant Nagar,
Chennai 600 090.

3.The Ammerunnisa Begum Sahibs
Endowments
Represented by its President



Mr.JalalAmeenur Rahman, Having its
registered office at No.165/76, Bharathi
Salai, Triplicane, Chennai 600 005.

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4.The Chairman

Tamil Nadu Wakf Board, having office
at Santhome High Road, Kamaraj Sala,
Mylapore, Chennai 600 004.

OA No. 87 of 2020

To

1.The Ameerunnisa begum Sahibs
Endowments and another
represented by its President mr.Jalal
ameenur Rahman Having its registered
office at No.165/76 Bharathi Salai,
Triplicane, Chennai 600 005.

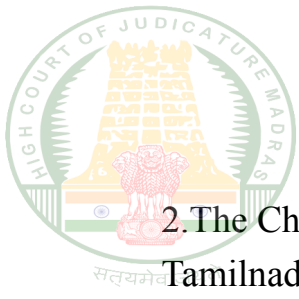
2.The Chairman

Tamilnadu Wakf Board Having its
office at Santhome High Road, Kamaraj
Salai, Mylapore Chennai 600 004.

A No. 535 of 2020

To

1.The Ameerunnisa begum Sahibs
Endowments and another
represented by its President mr.Jalal
ameenur Rahman Having its registered
office at No.165/76 Bharathi Salai,
Triplicane, Chennai 600 005.



2.The Chairman

Tamilnadu Wakf Board Having its
office at Santhome High Road, Kamaraj
Salai, Mylapore Chennai 600 004.

A No. 534 of 2020

To

1.The Ameerunnisa begum Sahibs
Endowments and another
represented by its President mr.Jalal
ameenur Rahman Having its registered
office at No.165/76 Bharathi Salai,
Triplicane, Chennai 600 005.

2.The Chairman

Tamilnadu Wakf Board Having its
office at Santhome High Road, Kamaraj
Salai, Mylapore Chennai 600 004.

OA No. 121 of 2020

To

1.The Ameerunnisa Begum Sahibs
Endowments and another
represented by its President Mr.Jalal
Ameenur Rahman Having registered
office at NO.165/76 Bharathi Salai
Triplicane, Chennai 600 005.

2.The Chairman

Tamil Nadu Wakf Board Having its



office at Santhome High road, Kamaraj
Salai, Mylapore chennai 600 004.

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A No. 820 of 2020

To

1.The Ameerunnisa Begum Sahibs
Endowments and another
represented by its President Mr.Jalal
Ameenur Rahman Having registered
office at NO.165/76 Bharathi Salai
Triplicane, Chennai 600 005.

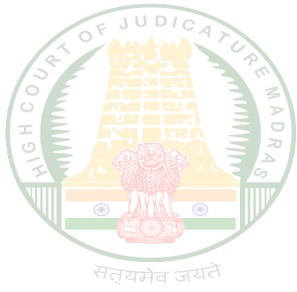
2.The Chairman
Tamil Nadu Wakf Board Having its
office at Santhome High road, Kamaraj
Salai, Mylapore chennai 600 004.

OA No. 120 of 2020

To

1.The Ameerunnisa Begum Sahibs
Endowments and another
represented by its President Mr.Jalal
Ameenur Rahman Having registered
office at NO.165/76 Bharathi Salai
Triplicane, Chennai 600 005.

2.The Chairman
Tamil Nadu Wakf Board Having its
office at Santhome High road, Kamaraj
Salai, Mylapore chennai 600 004.

**A No. 821 of 2020**

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To

1.The Ameerunnisa Begum Sahibs
Endowments and another
represented by its President Mr.Jalal
Ameenur Rahman Having registered
office at NO.165/76 Bharathi Salai
Triplicane, Chennai 600 005.

2.The Chairman
Tamil Nadu Wakf Board Having its
office at Santhome High road, Kamaraj
Salai, Mylapore chennai 600 004.

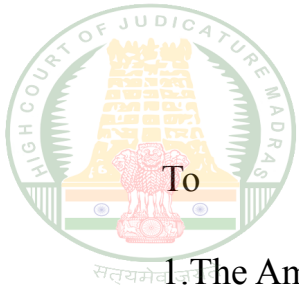
OA No. 51 of 2020

To

1.The Ameerunnisa Begum Sahibs
endowments and another
Represented by its President Mr.Jalal
Ameenur Rahman Having its registered
office at NO.165/76 Bharathi Salai,
Triplicane, chennai 600 005.

2.The Chairman Tamilnadu Wakf Board
Having its office at Santhome High
Road, Kamaraj Salai, Mylapore
Chennai 600 004.

A No. 343 of 2020



To

1.The Ameerunnisa Begum Sahibs

endowments and another

Represented by its President Mr.Jalal
Ameenur Rahman Having its registered
office at NO.165/76 Bharathi Salai,
Triplicane, chennai 600 005.

2.The Chairman Tamilnadu Wakf Board

Having its office at Santhome High
Road, Kamaraj Salai, Mylapore
Chennai 600 004.

A No. 1701 of 2021

To

1.Mrs.Kollipara Ranganayaki and 3
others

W/o.Kollipara Sambasiva Rao Residing
at No.304, T.T.K.Salai, Alwarpet,
Chennai 600 018.

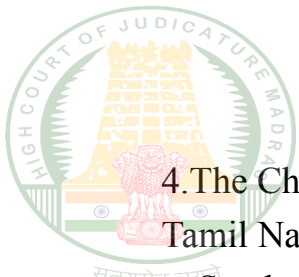
2.Mrs.Chandrakala Prabhakar

W/o.S.V.Prabhakar Pai, residing at
M4/3, 4th Main Road, Besant Nagar,
Chennai 600 090.

3.The Ammerunnisa Begum Sahibs

Endowments

Represented by its President
Mr.JalalAmeenur Rahman, Having its
registered office at No.165/76, Bharathi
Salai, Triplicane, Chennai 600 005.

**4. The Chairman**

Tamil Nadu Wakf Board, having office
at Santhome High Road, Kamaraj Sala,
Mylapore, Chennai 600 004.

A No. 2227 of 2021

To

1. The Ameerunnisa Begum Sahiba s
Endowments and another
Represented by its President Mr. Jalal
Ameenur Rahman, having its registered
office at No. 165/76, Bharathi Salai,
Triplicane, Chennai 600 005.

2. The Tamil Nadu Waqf Board
Waqf House, 1, Jaffer Syrang Street,
Vallal Seetha Kathi Nagar, Chennai 600
001 Represented by its (a) Special
officer and (b) CEO.

OA No. 52 of 2020

To

1. The Ameerunnisa Begum Sahibas
Endowments
Represented by its President Mr. Jalal
Ameenur Rahman Having its registered
office at No. 165/76 Bharathi Salai
Triplicane, Chennai 600 005.

2. The Tamilnadu Waqf Board
Waqf House 1 Jaffar Syrang Street,
Vallal Seetha Kathi Nagar, Chennai 600



001 Represented by its Special Officer
and CEO.

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A No. 348 of 2020

To

1.The Ameerunnisa Begum Sahibas
Endowments
Represented by its President Mr.Jalal
Ameenur Rahman Having its registered
office at No.165/76 Bharathi Salai
Triplicane, Chennai 600 005.

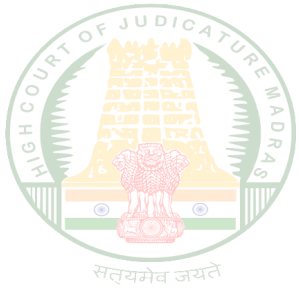
2.The Tamilnadu Waqf Board
Waqf House 1 Jaffar Syrang Street,
Vallal Seetha Kathi Nagar, Chennai 600
001 Represented by its Special Officer
and CEO.

A No. 349 of 2020

To

1.The Ameerunnisa Begum Sahibas
Endowments
Represented by its President Mr.Jalal
Ameenur Rahman Having its registered
office at No.165/76 Bharathi Salai
Triplicane, Chennai 600 005.

2.The Tamilnadu Waqf Board
Waqf House 1 Jaffar Syrang Street,
Vallal Seetha Kathi Nagar, Chennai 600
001 Represented by its Special Officer
and CEO.



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C.V.KARTHIKEYAN J.
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**OA No. 385 of 2021
AND OA NO. 88 OF
2020,A NO. 1702 OF
2021,OA NO. 87 OF
2020,A NO. 535 OF
2020,A NO. 534 OF
2020,OA NO. 121 OF
2020,A NO. 820 OF
2020,OA NO. 120 OF
2020,A NO. 821 OF
2020,OA NO. 51 OF
2020,A NO. 343 OF
2020,A NO. 1701 OF
2021,A NO. 2227 OF
2021,OA NO. 52 OF
2020,A NO. 348 OF
2020,A NO. 349 OF 2020**

19-08-2025