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C.S.No.82 of .



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 25.04.2025

CORAM :

THE HON`BLE MR.JUSTICE K.KUMARESH BABU

C.S.No.82 of 2024

1.K.Chandra Singh

Managing Trustee of

Sree Rajasthan Rajput Parishad Trust

No.376, Mint Street, Sowcarpet, Chennai – 600 001.

2.Praveen Singh

Secretary of Sree Rajasthan Rajput Parishad Trust,

No.376, Mint Street, Sowcarpet, Chennai – 600 0010.

... Plaintiffs

Prayer : Civil Suit filed under Section 92 of CPC read with Order IV Rule 1 of Original Side Rules to

a) grant permission to sell all that piece and parcel of land bearing plot No.3B and 3C, St.Lourdh Madha Street, Krishnamurthy Nagar, Erukancher Village, Chennai 600 118, measuring an extent of 3431 Sq. feet more particularly described in the schedule hereunder to and inf avour of M.Venkata Sai Dwarak or his nominee or nominees for a sum of Rs.70,00,000/- and grant permission to invest the sale price in any Nationalized Bank and draw interest to perform the objects of the trust;

b)and pass such further or necessary orders as this Court may deem fit and proper in the circumstances of the case.



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For Plaintiff : Mr.V.Chanakya

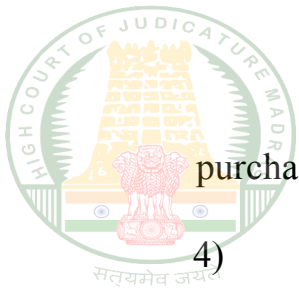
For defendants : NIL

J U D G M E N T

This instant suit has been instituted seeking permission to sell the suit schedule property to M. Venkata Sai Dwarak for a sum of ₹70,00,000/-. The plaintiffs also seek permission to invest the sale proceeds in a bank and utilize the interest earned to fulfill the objects of the trust.

2) The case of the plaintiffs is that the first plaintiff trust is a public and religious charitable trust and is the owner of the suit schedule property. The said property does not yield any income, and the plaintiff trust lacks funds to meet the requirements of the trust. Therefore, the trust decided to dispose of the property and passed a resolution to that effect. Consequently, the plaintiff trust entered into a sale agreement with the proposed purchaser. Hence, the trust has filed this suit to seek the permission of this Hon'ble Court.

3) On the side of the plaintiffs, Mr.K.Chandan Singh, Managing Trustee of the trust has been examined as PW1 and marked Ex.P1 to Ex.P12 and marked Ex.C1 and Ex.C2. Mr. M.Venkata Sai Dwarak, proposed

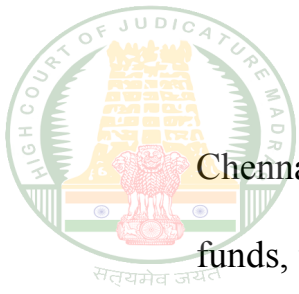


purchaser and agreement holder has been examined as PW2.

4) Heard Mr. V.Chanakya, learned counsel appearing for the plaintiff.

5) Mr. V. Chanakya, learned counsel for the plaintiffs, submits that the first plaintiff is the Managing Trustee of the Sree Rajasthan Rajput Parishad Trust. He states that the said trust was established through Trust Deed Document No. 568 of 2008, executed on 06.08.2008, to perform public charitable activities. The trust deed has been marked as Ex.P2, and the Supplementary Trust Deed as Ex.P3. He further submits that the objectives of the plaintiff trust include providing educational and medical facilities to poor and needy people, among other charitable purposes. He also submits that the plaintiff trust purchased the suit schedule property through Sale Deed Document No. 6242 of 2008, executed on 08.08.2008, and the said sale deed has been marked as Ex.P1. He argues that after executing the sale deed, the trust took possession of the suit property and has been enjoying the same without any interference, free from all encumbrances. He further submits that the suit property is a vacant land that does not generate any valuable returns or rental income for the trust. He contends that the trust is currently facing financial constraints and is unable to fulfill its obligations and objectives.

6) He further argues that the suit schedule property is situated in



Chennai city, in a residential-cum-commercial area. However, due to a lack of funds, the plaintiff trust is not in a position to construct a building on the land.

He further submits that the plaintiff trust has decided to sell the suit schedule property at a fair price and passed a resolution dated 03.04.2022, which has been marked as Ex.P5. He submits that Mr. M. Venkata Sai Dwarak, the proposed purchaser, agreed to buy the suit schedule property for a sum of ₹ 70,00,000/-. The trust approved this proposal through a resolution dated 14.10.2022, marked as Ex.P10. He also marked the guideline value of the suit schedule property as Ex.P9 to demonstrate that the sale consideration is a fair price.

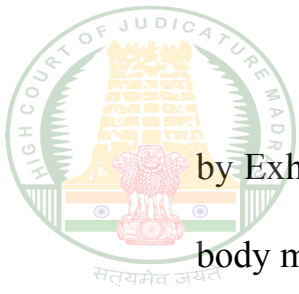
7) He contends that, pursuant to this decision, PW2 and the plaintiff trust entered into a sale agreement under Document No. 300 of 2023, executed on 04.11.2022. PW2 paid ₹ 1,51,000/- as an advance, and the sale agreement has been marked as Ex.P6. He further marked the affidavit of the proposed purchaser, PW2, as Ex.P11 to demonstrate PW2's willingness and readiness to purchase the suit schedule property. According to the agreement, the parties have agreed to execute the sale deed within three months from the date of obtaining sale permission from this Hon'ble Court, and the balance amount will be paid at the time of registration. He also submits that the sale proceeds



will be deposited in a nationalized bank, and only the interest accrued will be utilized to fulfill the trust's obligations. He further submits that the proposed purchaser has appeared as PW2, affirming his readiness and willingness to purchase the suit property. In light of the above facts and circumstances, the learned counsel prays that this Hon'ble Court be pleased to grant permission to the trust to sell the suit schedule property and pass a decree accordingly.

8) Considered the arguments of the learned counsel for the plaintiffs and perused the materials available on record.

9) The exhibits presented by the plaintiffs substantiate the trust's claim and justify the request for permission to sell the suit schedule property. Exhibit P1, the sale deed document, confirms that the plaintiff trust legally acquired the property and has since maintained uninterrupted possession, establishing ownership and the right to sell. Exhibits P2 and P3, the trust deed and its supplementary deed, demonstrate that the Sree Rajasthan Rajput Parishad Trust is a legally constituted public charitable trust with objectives focused on providing educational and medical facilities to the needy. Due to the property's non-productive nature, the trust has decided to sell it, as evidenced

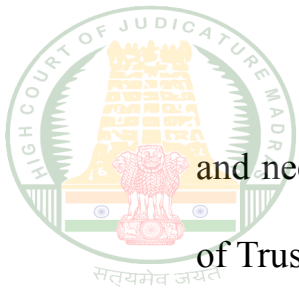


by Exhibit P5, a resolution dated 03.04.2022, which shows that the governing body made this decision following due process.

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10) Subsequently, Exhibit P10, a resolution dated 14.10.2022, indicates that the trust approved the proposal made by the prospective buyer, Mr. M. Venkata Sai Dwarak, to purchase the property for ₹70,00,000/-, a price more than the guideline value, as established by Exhibit P9. Exhibit P6, the sale agreement, demonstrates that the agreement between the trust and the purchaser was contingent on obtaining court permission and that an advance of ₹1,51,000/- was paid, reflecting the purchaser's commitment. Additionally, Exhibit P11, an affidavit from the purchaser (PW2), affirms his readiness and willingness to complete the transaction. Collectively, these exhibits establish that the decision to sell the property was made through proper resolutions, the proposed sale price is fair and beneficial to the trust. Further, as per the orders of this Hon'ble Court vide order dated 29.04.2024, wherein the plaintiffs are directed to take paper publication, the same was taken and the proofs were marked as Ex.C1 and Ex.C2. No objections were received from any person.

11) From the above observation, this Court is satisfied that the proposed sale is not motivated by any personal gain, but rather is a prudent



and necessary measure to protect its core objectives and for proper utilisation of Trust assets.

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12) Accordingly, this Court finds no legal or factual impediment to grant the permission sought. The suit is hereby decreed as prayed for on following terms.

a) The plaintiffs are permitted to sell the suit schedule property to and in favour of proposed purchaser Mr.M.Venkata Sai Dwarak for a sum of Rs.70,00,000/-.

b) The sale proceeds shall be invested in any Nationalised Bank and accrued interest shall be exclusively utilised for implementing the objectives of the Trust. Further, the plaintiffs are directed to deposit the receipts of transactions and the proper accounts before the registry.

c) The plaintiffs are further directed to comply with the terms and spirit of the Trust Deed and maintain transparent records in the execution of the sale and application of proceeds. There shall be no order as to costs.

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Index : Yes / No
Internet : Yes / No
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List of witnesses examined on the side of the plaintiff:

PW1- Mr.K.Chandan Singh

PW2-Mr.M.Venkata Sai Dwarak

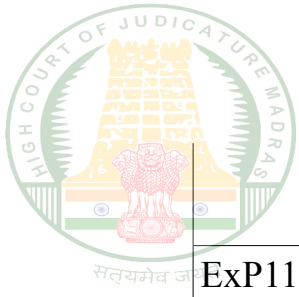
PW3- Mr.K.Chandan Singh

List of witnesses examined on the side of the defendants:

Nil

List of documents marked on the side of the plaintiff:

Exp1	The photocopy of the Sale Deed in favour of the Trust	08.08.2002
Exp2	The certified copy of the Trust Deed bearing Doc.No.568/2008	06.08.2008
Exp3	The certified copy of the Supplementary Trust Deed of the petitioner	01.08.2014
Exp4	The photocopy of the General Body meeting to decide sale of the property	02.04.2022
Exp5	The photocopy of the resolution passed by the members of the Trust to decided to Sale the property morefully setout in the schedule hereunder	
Exp6	The photocopy of the Sale Agreement between trust and purchaser Mr.M.Vakata Sai Dwarak bearing Doc.No.300/2023	04.11.2022
Exp7	The true copy of the Civil engineer report regarding present condition of the property	24.08.2022
Exp8	The printout of the online Patta in the name of the Trust	
Exp9	The photocopy of the Guideline extract of the property value	
Exp10	The original resolution passed by the Trust	14.10.2022



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	sanctioning the sale in favour of M.Venkatasai Dwarak	
ExpP11	The affidavit filed by the proposed purchaser	
ExpP12	The original Resolution by the board of Trustees	

List of documents marked on the side of the defendants:

Nil

List of documents marked on the side of the Court:

ExC1	The paper publication in Tamil newspaper namely "Makkal Kural"	13.05.2024
ExC2	The paper publication in English newspaper namely "Trinity Mirror"	13.05.2024

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K.KUMARESH BABU.J.,

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