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C.S.No.221 of



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **30.07.2025**

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THE HONOURABLE **MR.JUSTICE K.KUMARESH BABU**

C.S.No.221 of 2024

1.B.Nemichand Dugar Trust
represented by its trustee N.Tarachand Dugar,
Dugar Tower, 7th Floor, No.34, Marshalls Road,
Egmore, Chennai 600 008.

2.Mr.N.Tarachand Dugar

3.Mr.N.Mahaveerchand Dugar

4.Mr.N.Suresh Dugar

5.Mr.N.Chandkumar Dugar

6.Mr.N.Prakash Dugar

7.Mr.Rajendra Dugar

...Plaintiffs

PRAYER: Plaintiff filed under Section 92 of the Civil Procedure Code 1908 r/w Order VII Rule 1 of the Code of Civil Procedure, read with Order IV Rule I of O.S.Rules, praying to grant permission to sell the property being all that piece and parcel of house, ground and premises bearing Municipal Door No.34 (earlier Door No.18 Muthukrishnan Street, Sowcarpet, Chennai 600 079, Madras 600 001) comprised in O.S.No.5995, R.S.No.129, Block No.2 of V.O.C.Nagar, Purasawalkam Taluk, Chennai District measuring an extent of



1 ground and 1216 sq.ft. or thereabouts, which is more fully described in the schedule hereunder.

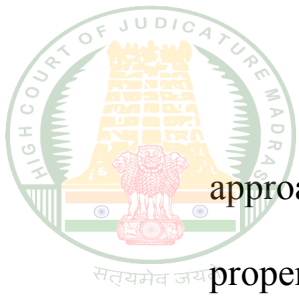
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For Plaintiffs : Mr.Vikram U.Jain

JUDGMENT

This instant suit has been instituted seeking permission for the plaintiff trust and its trustees to sell the property more fully described in the plaint schedule.

2. The case of the plaintiffs is that the first plaintiff trust was established under a trust deed dated 27.03.1972, registered as Document No.343 of 1972. The object of the trust is to provide financial assistance to organisations engaged in educational, medical, or charitable activities, as well as to individuals in need. The plaintiff trust has been carrying out its charitable activities for the past 45 years. The trust purchased the suit schedule property under a sale deed dated 28.04.1976, registered as Document No.2275 of 1976. The said property comprises an old building, which is now in a dilapidated condition and not yielding any income. Consequently, the plaintiff trust is facing difficulty in maintaining the property and paying the statutory levies attached to it. It has therefore become fit and expedient to sell the suit schedule property. Hence, the plaintiffs have



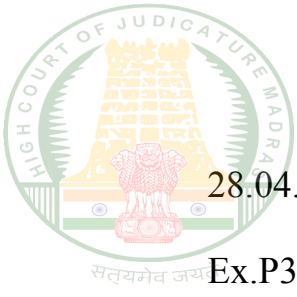
approached this Hon'ble Court seeking prior permission to sell the said property.

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3. On the side of the plaintiffs, Mr.N.Tarachand Dugar, Managing Trustee of the first plaintiff has been examined as PW1 and marked Ex.P1 to Ex.P7 and Ex.P9 to Ex.P12. Mr.Venkata Subba Rao, Chartered Engineer and registered Valuer, has been examined as PW2 and marked Ex.P8.

4. Heard Mr.Vikram U. Jain, learned counsel appearing for the plaintiffs.

5. Mr. Vikram U. Jain, learned counsel for the plaintiffs, submits that the first plaintiff is a Public Charitable Trust constituted under a Trust Deed dated 27.03.1972, registered as Document No.343 of 1972, which is marked as Ex.P2. He further submits that the primary object of the trust is to extend financial assistance to educational, medical, and charitable organisations, as well as to individuals who are poor, disabled, students, and others in need. He submits that the plaintiff trust has been diligently carrying out its charitable activities for the past 45 years. The learned counsel further submits that the plaintiff trust purchased the suit schedule property under a Sale Deed dated



28.04.1976, registered as Document No.2275 of 1976, which is marked as

Ex.P3. He submits that the plaintiff trust is the sole and absolute owner of the suit schedule property.

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6. He further submits that the suit schedule property was in the occupation of tenants until the Covid-19 pandemic. Thereafter, the tenants vacated, and since then, the property has remained vacant. He contends that the suit schedule property is not yielding any income, and the plaintiff trust is unable to meet the statutory levies payable in respect of the said property. He further submits that the suit schedule property comprises an old and dilapidated building, and the plaintiff trust does not have sufficient funds to reconstruct or develop the property. The learned counsel further submits that the trustees of the plaintiff trust, in order to safeguard the trust from further financial distress, resolved to sell the suit schedule property, and a resolution to this effect was passed, which is marked as Ex.P1.

7. He also submits that, in furtherance of this decision, the plaintiff trust published advertisements in both Tamil and English daily newspapers on 10.04.2021 and 11.04.2021, inviting offers for the purchase of the suit schedule property. The said publications are marked as Ex.P4 to Ex.P7.



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Pursuant to the advertisements, the plaintiff trust received offers from various prospective purchasers, which are marked as Ex.P9 to Ex.P12. The learned counsel further submits that the plaintiff trust appointed an Engineer to inspect and value the suit schedule property. The Engineer's report, marked as Ex.P8, assessed the market value of the property at Rs.2,26,00,000/-. In light of the above facts and circumstances, the learned counsel prays that this Hon'ble Court be pleased to grant permission to the plaintiff trust to sell the suit schedule property, more fully described in the plaint schedule, and to pass a decree accordingly.

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

9. On perusal of the pleadings and the evidence, it is seen that the first plaintiff trust was constituted under a Trust Deed dated 27.03.1972 vide Document No.343 of 1972 (Ex.P2). The trust purchased the suit schedule property under a Sale Deed dated 28.04.1976 vide Document No.2275 of 1976 (Ex.P3), and is the absolute owner of the said property. It is further evident that the suit schedule property, once occupied by tenants, has remained vacant since the Covid-19 pandemic and is not generating any



income. The building is in a dilapidated condition, and the trust is unable to bear the statutory levies or fund reconstruction. The trustees, therefore, passed a resolution (Ex.P1) to sell the property to safeguard the trust's financial position.

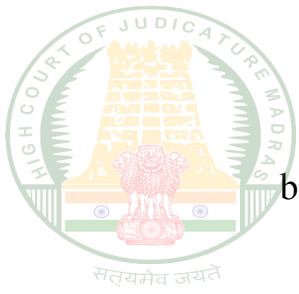
10. Advertisements inviting offers for the sale were published in both Tamil and English newspapers (Ex.P4 to Ex.P7), and several offers were received (Ex.P9 to Ex.P12). An Engineer's valuation report (Ex.P8) assessed the market value of the property at Rs. 2,26,00,000/-.

11. From the above, this Court is satisfied that the plaintiffs have substantiated their claim for sale of the suit schedule property and that granting permission to sell the property is fit, proper, and in the interest of the trust and its objects.

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

(1) The plaintiffs are permitted to sell the suit schedule property at the best price for the benefit of the plaintiff trust.

(2) The sale proceeds shall be deposited in the fixed deposit of any Nationalised Bank and the interest accrued therefrom shall



be utilised for the welfare of the trust.

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(3) 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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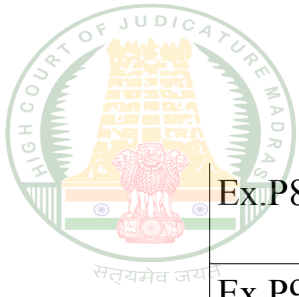
List of witnesses examined on the side of the plaintiffs:

PW1- Mr.N.Tarachand Dugar

PW2- Mr.Venkata Subba Rao

List of documents marked on the side of the plaintiffs:

<i>Exhibits</i>	<i>Documents</i>	<i>Dated</i>
Ex.P1	The photocopy of the board resolution of the Trust.	22.03.2021
Ex.P2	The certified copy of the Trust Deed registered as Document No.343/1972.	27.03.1972.
Ex.P3	The certified copy of the sale deed registered as Doc.No.2275/1976	28.04.1976
Ex.P4	The original paper publication in “The Hindu”	10.04.2021
Ex.P5	The original paper publication in “The Hindu”	11.04.2021
Ex.P6	The original paper publication in “Dina Malar”	11.04.2021
Ex.P7	The original paper publication in “Dina Malar”	12.04.2021



Ex.P8	The photocopy of the valuation report dated 04.09.2021.	04.09.2021
Ex.P9	The original offer letter issued by Sangeetha Constructions to the plaintiff.	09.10.2024
Ex.P10	The original offer letter issued by Vinayaga Civil Engineering Consultant to the plaintiff.	10.10.2024
Ex.P11	The original offer letter issued by Rakesh Jain to the plaintiff.	10.10.2024
Ex.P12	The original offer letter issued by T.Shubam Khimsura to the plaintiff.	12.10.2024

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