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C.S.No.157 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06-10-2025

CORAM

THE HONOURABLE MR.JUSTICE P.DHANABAL

CS NO.157 of 2025

1.M/s.Sadasiva Bramendrar Trust,

Rep by its Trustee(s):

1. Mr.MS.Sekhar

Having office at Flat No.3B,

Rams Apartment,

No.181, TTK Road,

Chennai - 600 018.

2.Mr.MS.Sekhar

...Plaintiffs

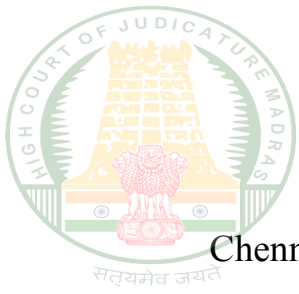
Vs

Nil

...Defendant

Prayer : The Civil Suit has been filed under Section 92(1)(f) r/w Order VII Rule 1 and Order XXXI Rule 2 of the Civil Procedure Code, 1908 and Order IV Rule 1 of the Original Side Rules praying to grant permission:-

(a) to the Plaintiff Trust to sell the Flat bearing No.C in the First Floor measuring 985 sq.ft plinth area inclusive of all common areas in the Apartment Known as “GANGA” together with an Undivided 985/8570 Share of land [i.e.509.51 Sq.ft] out of land measuring 4433 Sq.mts bearing Present Municipal Door No.49, now bearing separate Municipal Door No.49/3, New No.12 Fourth Main Road, Raja Annamalaipuram, comprised in R.S.No.3968/89 at Mylapore Village, Mylapore – Triplicane Taluk,



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Chennai District more particularly described in Schedule hereunder to
Mr.S.Ebinesan Santhuraj;

(b) to deposit the sale proceeds in any of the bank vide opening a
Fixed and Other Deposit Account in the name of the 1st Plaintiff Trust;

For Plaintiff (s) :

M/s.Salai Varun

For Defendant(s):

JUDGMENT

This Suit has been filed under Section 92(1)(f) r/w Order VII Rule 1 and Order XXXI Rule 2 of the Civil Procedure Code, 1908 and Order IV Rule 1 of the Original Side Rules to grant permission to the Plaintiff Trust to sell the suit property and to deposit the sale proceeds in any of the Banks vide opening a Fixed and other Deposit Account in the name of the first Plaintiff Trust.

2. The brief averments of the plaint are as follows:

(a) The first Plaintiff Trust is the absolute owner of the suit property.

The main objective of the Trust is to promote and propagate the efficiency of meditation in the form of Yoga for the betterment of the self and society.



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(b) To carry out the main object of the Trust, the Trustee

Mrs.Banumathy Natarajan, aged 72 years, has been actively managing and conducting Yoga classes. However, due to advancing age and declining health, the Trustee is no longer able to conduct Yoga classes. Since the classes were run for free, there was no sufficient revenue to maintain and to focus on other objectives and activities of the Trust.

(c) The first plaintiff's property is incurring ongoing maintenance expenses, which the Trust is unable to afford in the absence of revenue. The financial position of the Trust has been severely impacted; therefore, the sale of the property is necessary to meet the objectives of the Trust.

(d) The suit property is a vacant site and the Plaintiff Trust does not derive any income from conducting Yoga classes to meet its expenses. As the first Plaintiff is a charitable Trust and to carry out the other listed objects of the Trust, there is no other income. Hence, the Plaintiffs are unable to maintain the said property of the Trust. Therefore, the Plaintiff Trust passed a resolution on 05.09.2024 to sell the property by giving paper



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publication in the Newspaper for the purpose of sale of the property and Mr.MS Sekhar was authorised to identify a viable purchaser and to give paper publication and he is also authorized to file an application/petition before this Court.

(e) In the meantime, a public notice was issued in the month of May 2025, and one Mr.S.Ebinesan Santhuraj, approached the second plaintiff to purchase the property for a total sale consideration of Rs.1,41,00,000/- (Rupees One Crore Forty-One Lakhs only). They also entered into an Agreement and already received an advance of Rs.1,00,000/- (Rupees One Lakh only) by way of Cheque bearing No.045704 dated 04.06.2025 and the remaining amount of Rs.1,40,00,000/- (Rupees One Crore Forty Lakhs only) has to be paid at the time of execution of the Sale Deed. Therefore, the Plaintiffs have filed this Suit.

3. After filing of this Suit, paper publications were effected and no any objections from any party and thereafter, the case was posted for recording evidence.



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4. On the side of the Plaintiffs, they examined one MS.Sekhar/
2nd Plaintiff as P.W.1 and marked nine documents as Exs.P1 to P9.

5. As stated above, nine documents were marked on the side of the Plaintiffs. Ex.P1 is the photocopy of the Deed of Irrevocable Public Trust dated 02.07.2008 in the name of M/s.SADASIVA BRAMENDRAR TRUST. Ex.P2 is the photocopy of the Deed of absolute sale date 12.03.2012 in favour of M/s.SADASIVA BRAMENDRAR TRUST. Ex.P3 is the office copy of the Extract of the resolution passed at trustees meeting held on dated 05.09.2024. Ex.P4 is Public Notice published in the News Paper Trinity Mirror dated 29.03.2025. Ex.P5 is News Paper dated 29.03.2025 which is the advertisement for the sale of Suit Property in Tamil News Paper Makkal Kural. Ex.P6 is the photocopy of Agreement for Sale Deed 04.06.2025 and photo copy of the ICICI Cheque for Rs.1 lakh dated 04.06.2025. Ex.P7 is the original audited Balance sheet as 31.03.2024. Ex.P8 is the photo copy of the certificate Extract from the permanent land register for the survey No.3968/89 Municipal Door No.12/49. Ex.P9 is the



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photo copy of the Encumbrance certificate for the survey No.3968/1989 for the period 25.09.2024 to 09.06.2025.

6. On a careful perusal of evidence of P.W.1 and Exs.P1 to P9, they revealed that the property belongs to the Plaintiff Trust and the Plaintiff Trust is in need of money to maintain the Trust. The Plaintiffs Trust is conducting Yoga classes and now the Plaintiff Trust wants to sell the property for the benefit of the Trust. To that effect, a public notice was issued in the month of May 2025, and one Mr.S.Ebinesan Santhuraj, approached the second plaintiff to purchase the property for a total sale consideration of Rs.1,41,00,000/- (Rupees One Crore Forty-One Lakhs only). They also entered into an Agreement and already received an advance of Rs.1,00,000/- (Rupees One Lakh only) and the remaining amount of Rs.1,40,00,000/- (Rupees One Crore Forty Lakhs only) has to be paid at the time of execution of the Sale Deed. From the above, it is clear that the sale of the property is for the benefit of the Trust. Therefore, the Plaintiff Trust is permitted to sell the property for not less than Rs.1,41,00,000/- (Rupees One Crore Forty One Lakhs only). Hence, this Court is satisfied with the



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evidence of Plaintiffs and inclined to permit the Plaintiff Trust to sell the property to Mr.S.Ebinesan Santhuraj.

7. Accordingly, the suit is decreed and the Plaintiff Trust is permitted to sell the property subject to the following conditions:

(a). The Plaintiffs shall sell the property for an amount not less than Rs.1,41,00,000/- (Rupees One Crore Forty One Lakhs only).

(b). After completion of sale, the Sale Proceeds have to be deposited in a Nationalized Bank and the Plaintiff Trust is at liberty to withdraw the interest once in three months for the expenses of the Trust. To that effect, a memo of calculation should be filed before this Court within sixty (60) days from the date of registration of the Sale Deed.

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Index : Yes / No

Neutral Citation: Yes/No



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P.DHANABAL,J.

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