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C.S.No.268 of .



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 14.08.2025

CORAM :

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

C.S.No.268 of 2024

1.Prof.Syed Ameeruddin Educational Trust,
Represented by its Managing Trustee,
Syed Sayeeduddin,
S/o.Syed Ameeruddin
Having its Registered Office at
No.47/ 123, Jani Jan Khan Road,
Royapettah, Chennai – 600 014.

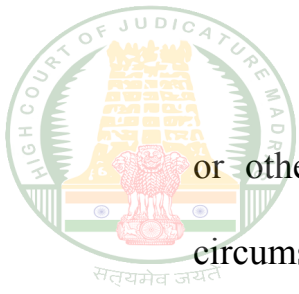
2.Wahida Khatoon,
W/o.Syed Sayeeduddin,
Trustee of Prof.Syed Ameerudding Educational Trust,
No.47/ 123, Jani Jan Khan Road,
Royapettah, Chennai – 600 014.

...

Plaintiffs

Prayer : Civil Suit filed under Order IV Rule 1 of Madras High Court Original Side Rules read with Order VII Rule 1 and Section 92(1)(f) of CPC to pass decree and judgment by granting permission to the plaintiff Trust to sell item 1 to 6 of the schedule mentioned properties to the purchaser namely Mr.Mohamed Sathik Basha his nominee or nominees for a sale consideration of Rs.52,46,960/- as per Sale Agreement dated 01.07.2024 and pass such further

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or other orders as this Court may deem fit and proper in the facts and circumstances of the case.

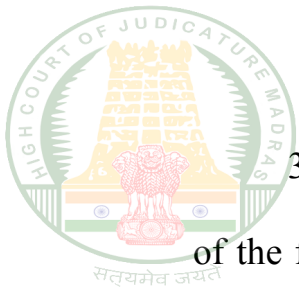
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For Plaintiffs : Mr.E.Balamurugan

JUDGMENT

This instant suit has been instituted seeking permission for the plaintiff trust to sell the properties more fully described in the plaint schedule to the intended purchaser for a sale consideration of Rs.52,46,960/-.

2) The case of the plaintiffs is that the first plaintiff trust was established under a trust deed dated 23.06.1999, registered as Document No.532 of 1992. The object of the trust is to promote developmental activities and ensure the all-round welfare of socially, educationally, and economically backward people. The plaintiff trust is presently funding and running a school, namely Prof. S.A. Matriculation Higher Secondary School, at Semmencherry. In order to develop the infrastructure of the said school, the plaintiff trust is in need of adequate funds. Accordingly, the plaintiff trust resolved to sell the suit properties, and hence, the present suit has been filed seeking the permission of this Court to sell the suit properties.



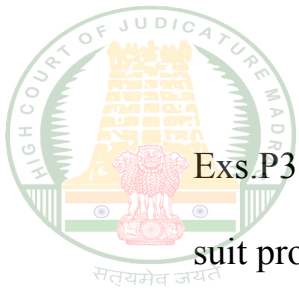
3) On the side of the plaintiffs, Mr.Syed Sayeeduddin, Managing Trustee of the first plaintiff has been examined as PW1 and marked Ex.P1 to Ex.P13.

Mr.Mohamed Sathik Basha, Intended purchaser, has been examined as PW2.

4) Heard Mr.E.Balamurugan, learned counsel appearing for the plaintiffs.

5) Mr.E.Balamurugan, learned counsel for the plaintiffs, submits that the first plaintiff is a Public Charitable Trust formed by its author and founder, Late Prof. Syed Ameeruddin, under a Trust Deed dated 23.06.1999, registered as Document No.532 of 1999. The said Trust Deed is marked as Ex.P1. He further submits that, owing to changes in the administration of the Trust, three supplementary deeds and one amendment deed were executed, which are marked as Exs.P2, P9, P11, and P12.

6) The learned counsel submits that the principal aim and object of the plaintiff Trust is to promote the developmental interests and overall welfare of socially, educationally, and economically backward people, without discrimination, and also to extend support to vulnerable sections of society. He further submits that the plaintiff Trust owns six properties, more fully described in the schedule to the plaint. The title deeds of the said properties are marked as



Exs.P3 to P8. He contends that the plaintiff Trust is the absolute owner of the suit properties.

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7) The learned counsel further submits that the plaintiff Trust is funding and running a school, namely Prof. S.A. Matriculation Higher Secondary School at Semmencherry. He submits that the Trust obtained a certificate of recognition from the Department of School Education, which is marked as Ex.P10. He states that the school presently has a student strength of more than 200, most of whom belong to poor families and require financial assistance. However, the existing infrastructure is inadequate to accommodate the present strength of students, and the school requires upgradation of laboratory and sports facilities. Hence, in the given circumstances, the plaintiff Trust is in need of adequate funds for the improvement of the school.

8) The learned counsel also submits that the plaintiff Trust, through a resolution of its Board of Trustees dated 30.06.2024, resolved to sell the suit properties in order to raise funds for the development of the school building. Pursuant thereto, the Trust entered into an agreement of sale dated 01.07.2024 for the sale of the scheduled properties, the consideration being equivalent to the prevailing market value. The agreement of sale is marked as Ex.P13. The



proposed purchaser, Mr. Mohamed Sathik Basha, has been examined as PW2, and he has expressed his willingness to purchase the suit properties for the agreed consideration. In light of the aforesaid facts and circumstances, the learned counsel prays that this Hon'ble Court may be pleased to grant permission to the plaintiff Trust to sell the suit schedule properties, more fully described in the plaint schedule, and to pass a decree accordingly.

9) After hearing the arguments, this Court had enquired the learned counsel appearing for the plaintiffs as to whether any paper publication has been effected for sale of the property by the Trust to which he had indicated that no such steps were taken. Hence, by order dated 10.07.2025, this Court had directed the plaintiffs to give a paper publication for the sale of the property by calling for bids and place the same before this Court on 11.08.2025. When the matter was taken for hearing on 11.08.2025, the learned counsel appearing for the plaintiffs had placed on record the publication effected by the learned counsel for the plaintiffs issuing public notice, calling for bids and had submitted that there has been no response to the said paper publication and would further state that only the intending purchaser (PW-2) had sent a letter that he is willing to offer a sum of Rs.52,46,960/- for the purchase of the properties. The same was directed to be filed by way of an



affidavit and a counsel on record had filed an affidavit indicating that the paper publication was effected pursuant to the orders passed by this Court and that there has been no offers received from any person pursuant to the said paper publication and only the agreement holder of the plaintiffs had submitted a letter to purchase the properties.

10) I have considered the submissions made by the learned counsel for the plaintiffs and perused the materials available on record.

11) From the documentary evidence adduced, it is clear that the plaintiff Trust was validly constituted under the Trust Deed dated 23.06.1999, registered as Document No.532 of 1999 (Ex.P1), and its administration was subsequently regulated through supplementary and amendment deeds (Exs.P2, P9, P11, and P12). The title deeds (Exs.P3 to P8) conclusively establish that the Trust is the absolute owner of the six suit schedule properties. The certificate of recognition issued by the Department of School Education (Ex.P10) corroborates that the Trust is funding and managing Prof. S.A. Matriculation Higher Secondary School at Semmencherry, which presently has over 200 students, mostly from poor and backward families, thereby demonstrating that the Trust is carrying out its charitable objectives. The Board Resolution dated 30.06.2024



authorizing the sale of the suit properties, coupled with the agreement of sale dated 01.07.2024 (Ex.P13), and the oral testimony of PW2, the proposed purchaser, who has expressed his willingness to purchase the properties for the agreed consideration, together establish that the proposed transaction is bona fide, intended to raise funds for improving the school infrastructure. Further, this Court vide order dated 10.07.2025, directed the plaintiffs to give a paper publication for sale of the property, calling for bids and to place the same before this Court. The paper publication was effected and the same was taken on file of this Court. Subsequently, the learned counsel also filed an affidavit stating that the plaintiffs has not received any offer letters from public or persons to bid for the suit schedule properties, except the letter dated 09.08.2025 from the agreement holder for purchasing the properties for a sum of Rs.52,46,960/-.

12) From the above, this Court is satisfied that the plaintiffs have substantiated their claim for sale of the suit schedule property apart from also substantiating the value of the property. Accordingly, this Court finds no legal or factual impediment to grant the permission sought.

13) The suit is hereby decreed on the following terms:-



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a) The plaintiffs are permitted to sell the item 1 to item 6 of the suit schedule properties for a sale consideration of Rs.52,46,960/- to the purchaser namely Mr.Mohamed Sathik Basha, his nominee or nominees as per sale agreement dated 01.07.2024.

b) The sale proceeds shall be utilised for the upgradation of the school infrastructure and for the welfare of the trust.

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.

14.08.2025

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Index : Yes/ No

Internet : Yes/ No

Plaintiffs witnesses:

P.W.1 - Mr.Syed Sayeeduddin

P.W.2- Mr.Mohamed Sathik Basha

Documents exhibited by the plaintiffs:



<i>Exhibits</i>	<i>Documents</i>
Ex.P1	Certified copy of the trust deed dated 23.06.1999.
Ex.P2	Certified copy of the supplementary deed dated 13.07.2000.
Ex.P3	Certified copy of the sale deed document no.3735/2008 dated 06.10.2008.
Ex.P4	Certified copy of the sale deed document no.3736/2008 dated 06.10.2008.
Ex.P5	Certified copy of the sale deed document no.3737/2008 dated 06.10.2008.
Ex.P6	Certified copy of the sale deed document no.42/2009 dated 12.01.2009.
Ex.P7	Certified copy of the sale deed document no.544/2011 dated 28.02.2011.
Ex.P8	Certified copy of the sale deed document no.388/2012 dated 17.02.2012.
Ex.P9	Certified copy of the supplementary deed of trust dated 27.08.2021.
Ex.P10	Photocopy of certificate of recognition from the department of School Education DPI, Chengalpattu dated 26.09.2022.`
Ex.P11	Certified copy of the supplementary deed of trust dated 27.06.2023.
Ex.P12	Certified copy of the amendment deed of trust dated 01.12.2023.
Ex.P13	Original sale agreement entered between the plaintiff and Mr.Mohammed Sathik Basha dated 01.07.2024.

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