

O.S.A.No.213 of 2025 etc batch

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.08.2025

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CORAM :

**THE HONOURABLE DR.JUSTICE ANITA SUMANTH
and
THE HONOURABLE MR.JUSTICE N.SENTHILKUMAR**

O.S.A.Nos. 213, 199, 200, 201, 193, 179 & 187 of 2025

and

**C.M.P.Nos.13048, 13047, 13042, 14026, 13027, 13029, 13030, 12018, 11955,
13075, 13076, 13074, 12537, 12019, 12020 & 11452 of 2025**

O.S.A.No.213 of 2025

M/s. Everwin Group of Schools and Businesses,
Rep. by B.Purushothaman,
Managing Trustee of Everwin Educational and Charitable Trust,
No.12-A, Red Hills Road,
S.J., Avenue, Kolathur,
Chennai – 600 099.

.. Appellant

VS

Administrator General and Official Trustee
of Tamil Nadu, City Civil Court Additional Building,
1st Floor, High Court Campus,
Chennai – 600 104.

.. Respondent

Prayer in OSA No. 213 of 2025: Appeal filed under Order XXXVI read with Rule 9 of O.S.Rules and under Clause 15 of Letters Patent against order dated 05.09.2024 made in A.No.4443 of 2024 in O.A.No.225 of 2023.

O.S.A.No.193 of 2025

M/s. Everwin Group of Schools and Businesses,
Rep. by B.Purushothaman,



O.S.A.No.213 of 2025 etc batch

Managing Trustee of Everwin Educational and Charitable Trust,
No.12-A, Red Hills Road,
S.J., Avenue, Kolathur,
Chennai – 600 099.

.. Appellant

VS

1.Administrator General and Official Trustee
of Tamil Nadu, High Court Campus,
Chennai – 600 104.

2.M.V.M.Velmohan

3.M/s. Velammal Educational Trust,
Velammal New Gen Park, Ambattur Red Hills Road,
Surapet Main Road, Surappattu,
Chennai – 600 066.

*(R2 and R3 suo motu impleaded vide order dated
11.06.2025)*

.. Respondents

Prayer in OSA No. 193 of 2025: Appeal filed under Order XXXVI read with
Clause 15 of Letters Patent against order dated 24.04.2025 made in A.No.2186
of 2025 in A.No.1840 of 2025.

O.S.A.No.200 of 2025

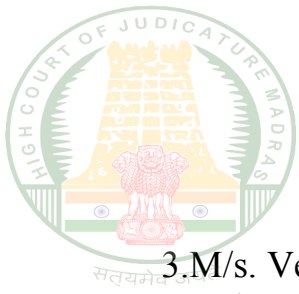
D.Pandiaraj
*(cause title accepted vide order
Dated 22.5.25 made in CMP No.12194/25 in
OSA Sr.No.77325/25)*

.. Appellant

Vs

1.The Administrative General
& Official Trustee of Tamil Nadu (AG&OT)
1st Floor, City Civil Court Additional Buildings,
High Court Campus, Chennai – 600 104.

2.M.V.M.Velmohan



O.S.A.No.213 of 2025 etc batch

3.M/s. Velammal Educational Trust,
Velammal New-Gen Park,
Ambattur Red-hills Road,
Surapet Main Road, Surappattu,
Chennai- 600 066.

4.The Sub Registrar
Konnur Sub Register Office,
5/5, 4th Main Road, SIDCO Nagar,
Villivakkam, Chennai – 600 079.

.. Respondents

Prayer in OSA No. 200 of 2025: Appeal filed under Clause 15 of Letters Patent read with Order XXXVI, Rule 1 of O.S.Rules against order dated 24.04.2024 made in A.No.2186 of 2025.

O.S.A.No.201 of 2025

Jude Prathab
(*cause title accepted vide order*
Dated 22.5.25 made in CMP No.12190/25 in
OSA Sr.No.77303/25)

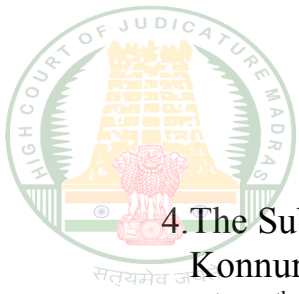
.. Appellant

Vs

1.The Administrative General
& Official Trustee of Tamil Nadu (AG&OT)
1st Floor, City Civil Court Additional Buildings,
High Court Campus, Chennai – 600 104.

2.M.V.M.Velmohan

3.M/s. Velammal Educational Trust,
Velammal New-Gen Park,
Ambattur Red-hills Road,
Surapet Main Road, Surappattu,
Chennai- 600 066.



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4. The Sub Registrar
Konnur Sub Register Office,
5/5, 4th Main Road, SIDCO Nagar,
Villivakkam, Chennai – 600 079.

.. Respondents

Prayer in OSA No. 201 of 2025: Appeal filed under Clause 15 of Letters Patent read with Order XXXVI, Rule 9 of O.S.Rules against order dated 24.04.2024 made in A.No.2186 of 2025.

O.S.A.No.199 of 2025

A.Raghuram
(cause title accepted vide order
Dated 22.5.25 made in CMP No.12187/25 in
OSA Sr.No.77216/25)

.. Appellant

Vs

1. The Administrative General
& Official Trustee of Tamil Nadu (AG&OT)
1st Floor, City Civil Court Additional Buildings,
High Court Campus, Chennai – 600 104.

2. M.V.M. Velmohan

3. M/s. Velammal Educational Trust,
Velammal New-Gen Park,
Ambattur Red-hills Road,
Surapet Main Road, Surappattu,
Chennai- 600 066.

4. The Sub Registrar
Konnur Sub Register Office,
5/5, 4th Main Road, SIDCO Nagar,
Villivakkam, Chennai – 600 079.

.. Respondents

Prayer in OSA No. 199 of 2025: Appeal filed under Clause 15 of Letters Patent read with Order XXXVI, Rule 1 of O.S.Rules against order dated 24.04.2024 made in A.No.2186 of 2025.



O.S.A.No.213 of 2025 etc batch

O.S.A.No.179 of 2025

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A.Raghuram

Vs

.. Appellant

1.The Administrative General
& Official Trustee of Tamil Nadu (AG&OT)
1st Floor, City Civil Court Additional Buildings,
High Court Campus, Chennai – 600 104.

2.M.V.M.Velmohan

3.M/s. Velammal Educational Trust,
Velammal New-Gen Park,
Ambattur Red-hills Road,
Surapet Main Road, Surappattu,
Chennai- 600 066.

4.The Sub Registrar
Konnur Sub Register Office,
5/5, 4th Main Road, SIDCO Nagar,
Villivakkam, Chennai – 600 079.

(R2 to R4 impleaded vide order

Dated 11.06.2025 made

in CMP No.12015/25 in OSA 179/25)

.. Respondents

Prayer in OSA No. 179 of 2025: Appeal filed under Clause 15 of Letters Patent read with Order XXXVI, Rule 1 of O.S.Rules against order dated 22.04.2024 made in A.No.2081 of 2025.

O.S.A.No.187 of 2025

1.R.Kalavathi

2.Usha

3.Chitra

4.AkilaNandakumar

.. Appellants

Vs



O.S.A.No.213 of 2025 etc batch

C.Kandasamy Trust
Rep. by the Administrative General
and Official Trustee of Tamil Nadu,
High Court of Madras Campus,
Chennai – 600 104.

.. Respondent

Prayer in OSA No. 187 of 2025: Appeal filed under Clause 15 of Letters Patent read with Order XXXVI, Rule 1 of O.S.Rules against order dated 29.04.2024 made in A.No.2303 of 2025.

Case Nos.	For Appellant	For Respondents
OSA No.213/2025	Mr.M.S.Krishnan, Senior Counsel For Mr.V.Adith Narayan	Mr.N.Ramanathan, for AG&OT
OSA.No.193/2025	Mr.M.S.Krishnan, Senior Counsel For Mr.V.Adith Narayan	Mr.N.Ramanathan, for AG&OT (for R1) Mr.AL.Somayaji, Senior Counsel For Mr.Vignesh (for R2) Mr.SR.Rajagopal, Senior Counsel For Mr.S.Namasivayam (for R3)
OSA.Nos.179, 199, 200 & 201/2025	Mr.P.Chandrasekar	Mr.N.Ramanathan, for AG&OT (for R1) Mr.AL.Somayaji, Senior Counsel For Mr.Vignesh (for R2) Mr.SR.Rajagopal, Senior Counsel For Mr.S.Namasivayam (for R3) Ms.Aswini Devi, Additional Government Pleader (for R4)
OSA.No.187/2025	Mr.Sankara Subbu	Mr.N.Ramanathan, for AG&OT



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COMMON JUDGMENT

(Delivered by Dr. ANITA SUMANTH.,J)

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O.S.A.Nos. 213 and 193 of 2025 have been filed by the Everwin Group of Schools and Businesses (in short, 'Everwin'), the former challenging order dated 05.09.2024 and the latter challenging order dated 24.04.2025.

2. O.S.A.Nos. 179, 200, 201, 199 & 187 of 2025 have been filed by those who have not participated in the auction conducted on 23.04.2025 and who are aggrieved by the process of auction.

3. The background in which these appeals arise is as follows. At the heart of the matter lies 51.87 acres of land at Ayyanambakkam Village, Chennai 95, belonging to the trust estate of Mr.C.Kandasamy Naidu. The aforesaid property is referred to hereinafter as ('property'/ 'subject property') and is presently under the administration of the Administrative General and Official Trustee of Tamil Nadu (AG&OT).

4. In order to maximize the revenue for the Trust, the AG&OT has been approaching this Court regularly seeking permission to sell the lands. One such attempt was in 2022 when, after obtaining permission from this Court, paper publication had been effected on 17.06.2022 in Dinamalar. The upset rent had been fixed at a sum of Rs.20 lakhs per annum. A sum of Rs. 60 lakhs was deposited as Earnest Money. The date of auction was 10.08.2022 and Everwin



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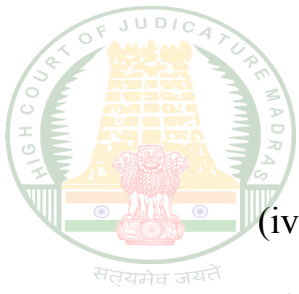
had participated, making a bid of Rs.4,40,00,000/-. It was declared as the successful bidder and the AG&OT filed an application to seek confirmation of the Court on 12.08.2022. The auction was confirmed on 26.08.2022. This was round one of the auction (Round 1).

5. As Everwin was aggrieved with the respondent/AG&OT demanding three years annual rental advance, it had approached this Court by filing four applications:

(i) O.A.No.645 of 2022 seeking the grant of interim injunction restraining the Respondent from demanding the three years annual rent of Rs.13,20,00,000/- as advance and also restraining the Respondent from forfeiting the EMD amount till the disposal of main application.

(ii) A.No.4422 of 2022 seeking a direction to the Respondent to enter into the lease agreement with the Applicant Trust with respect to the subject property by receiving 3 months' rent as advance and 7 months' rent as security deposit in total 10 months' rent as advance as per clause 19 of the terms and conditions.

(iii) A.No.4423 of 2022 seeking a direction to the Respondent to enter into the lease agreement with the Applicant Trust with respect to the subject property for a longer period namely for 20 years as per the clause 21 of the terms and conditions (2022) and



(iv) O.A.No.225 of 2023 seeking the grant of injunction restraining the

Respondent from opening the tender on 27.03.2023 with respect to Item No.59 namely the subject property or any further date and granting Lease to any intending bidder pending disposal of A.Nos.4422 of 2022 and 4423 of 2022 pending before this Hon'ble Court.

6. By order dated 01.07.2024, the Court set aside the auction directing the AG&OT to conduct a fresh auction by following the procedures mandated for the same. The operative portion of this order is as below:-

'

2.3 While so, on 15.09.2022, the applicant was demanded by the respondent to pay a sum of Rs.13.20 crores towards rental advance of three years rent as per order dated 26.08.2022 passed by this Court in A.No.3472 of 2022 for execution of tenancy agreement for a period of one year, on or before 28.09.2022, which is claimed as against clause 19 of the terms and conditions, as per which, only 10 months rent has to be paid towards advance and security deposit, and also as against Clause 21, ibid., as per which, the tenancy will be for a longer period. The applicant was further informed that failure to make such payment will result in forfeiture of the Earnest Money Deposit.

.....
2.5. When things stood thus, after obtaining permission from this Court, by effecting publication in the 19.02.2023 issue of Dinamalar, the respondent brought the land for open tender fixing the date for opening the tender as 27.03.2023.

2.6 Subsequently, the applicant filed O.A. No.225 of 2023 seeking an order of injunction restraining the A.G. & O.T. from opening the tender on 27.03.2023 and



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granting lease to any intending bidder, pending disposal of A.Nos.4422 and 4423 of 2022 on the file of this Court.

2.7 While so, one Abhishek, who was the successful bidder in the second auction conducted by the A.G. & O.T., filed an application in A.No.5220 of 2023 seeking to implead himself as the second respondent in O.A. No.225 of 2023, which was ordered on 20.10.2023 and accordingly, the said Abhishek was impleaded as the second respondent in O.A. No.225 of 2023.

3 Heard Mr. M.S. Krishnan, learned Senior Counsel representing M/s. Adith Narayana Vijayaraghavan, learned counsel on record for the applicant, Mr.N.Ramanathan, learned A.G. & O.T. and Mrs. Chitra Sampath, learned Senior Counsel for Abhishek, the impleaded second respondent.

4 The learned A.G. & O.T. submitted that inasmuch as it is close to two years since the date of the first paper publication being 17.06.2022 and given the present market value, for the fresh auction to be conducted, he may be permitted to fix the upset price as Rs.4 crores per year for 51.87 acres of vacant land.

5 The learned Senior Counsel for the applicant and the learned Senior Counsel for the impleaded respondent have not raised serious objection for a fresh auction to be conducted in respect of the subject land. They have also submitted that they agree to abide by the upset price to be fixed by this Court.

6. Considering the facts and circumstances of the case as well as the submissions made on either side, the learned A.G. & O.T. is directed to conduct a fresh auction by following all the procedures mandated for letting the land measuring an extent of 51.87 acres situated at Ayanambakkam, on lease by fixing the upset price as Rs.4 crores, for a period of thirty years with a provision to enhance the rent by 15% once in five years, and the applicant and the impleaded respondent are at liberty to partake in the said fresh auction, along with others by remitting the Earnest Money Deposit, so fixed. After expiry of the lease period, it is open to the AG & OT either to renew the lease for further period or resort to



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fresh auction. Once the successful bidder is declared and the auction is completed, the Earnest Money Deposit made by the other participants shall be refunded. The AG & OT is permitted to meet out the expenses for the fresh auction, from and out of the estate of M/s.C.K.Naidu Trust.

In fine, O.A. No.645 of 2022, A. Nos.4422 and 4423 of 2022 and O.A.No.225 of 2023 stand disposed of on the above terms.'

7. The property was put up for auction yet again, and in this, the second round of auction, Everwin did not participate. One Mr.Abishek who was the sole bidder in round two, quoted only a sum of Rs.1,75,10,000/- as annual rent. Round two thus did not fructify (Round2).

8. Hence, auction notice was issued yet again on 14.07.2024 after seeking and obtaining Court permission fixing the date of auction as 07.08.2024. Everwin participated by submitting a bid, quoting a sum of Rs.4.01 crores.

9. In the meanwhile, on 22.08.2024, in the applications filed by one Raghuram in A.Nos.4000 and 4001 of 2024 seeking direction to AG&OT to submit a correct and detailed status report of the ground situation, in relation to the subject property of the public auction notice dated 14.07.2024 and to stay all further proceedings of the public auction to be held on 07.08.2024 pursuant to the public notice dated 14.07.2024, the learned AG&OT reported the proceedings before the Court including the position that there had been only one bidder, who was the highest bidder in the earlier auction. They also



brought to the notice of the Court that the very same bidder who had offered a sum of Rs.4.4 crores as annual lease rent earlier had now only offered 4.01 crores.

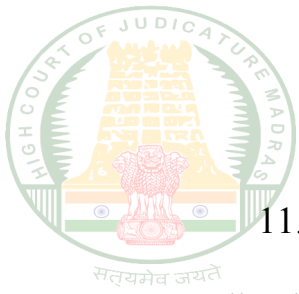
10. Hence, the AG&OT was itself of the view that the auction had not fetched proper rental value and brought to the notice of the Court that it was in the process of filing an application seeking fresh auction. When this was brought to the notice of the Court, order dated 22.08.2204 came to be passed, the operative portion of which reads as follows:

“The learned Administrator General and Official Trustee of Tamil Nadu (“AG & OT” for brevity) reported that, pursuant to the auction, there was only one bidder, who was the highest bidder in the earlier auction. It is admitted that the highest bidder, who had earlier offered a sum of Rs.4.4 Crores as annual lease amount and paid a portion of amount, Rs.60,00,000/-, has now offered the amount Rs.4.01 Crores. The learned AG & OT is yet to file an application seeking fresh auction.

2.Since this Court had noticed certain irregularities which were pointed out earlier in the course of hearing, this Court is of the view that the property will fetch more rent, if the entire property is fenced, and there will not be any reduction of extent or encroachment in the entire property. This Court also proposes to make a local inspection of the property in the interest of Trust. Without deciding any issue on merits, the matter is adjourned by one week.

3.Meanwhile, the learned AG & OT is directed to ensure fencing of the entire property and report. This Court, after making an inspection, will hear the matter on 29.08.2024 for issuing appropriate directions.

4.Post the matter on 29.08.2024.”

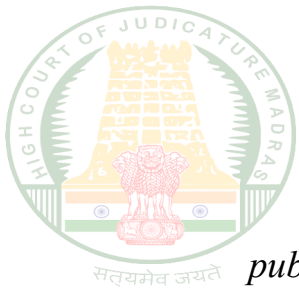


11. Notwithstanding the aforesaid position, AG&OT had filed Application No. 4443 of 2024 on 13.08.2024 seeking a direction to confirm the public auction held on 07.08.2024 pursuant to public notice dated 14.07.2024. This application came up before the Court on 05.09.2024 when the Court has disinclined to confirm the auction and set out certain modalities for conducting proper auction and indicated the means by which the auction may yield better results to serve the objects of the Trust. Order dated 05.09.2024 reads as follows:

Earlier, this Court, by its order dated 22.08.2024, made in Appl.Nos.4000 & 4001 of 2023, directed the learned AG & OT to clear the lands, so that the entire land will be visible for the prospective investors, who may seek suitable lands for their projects. This Court also permitted the learned AG & OT to fence the lands, taking note of the report submitted by the learned AG & OT.

2.After consciously taking a decision to showcase the lands with a fond hope of getting prospective lessees, the learned AG & OT has filed this application to confirm the auction which was conducted by them earlier, in favour of the highest bidder. It is to be noted that the same bidder had earlier, in the first auction, quoted a sum of Rs.4.4 Crores as lease amount. Since the prospective lessee was unable to pay the amount equivalent to three years lease amount as directed by this Court, the bid was not considered. Again, the property was put on auction. When the application filed by the highest bidder seeking permission of this Court to make further payment as per the terms and conditions of the auction, was pending, the property was put to auction. This time, the amount quoted by the single bidder was not even 50% of the offer pursuant to the first auction. Therefore, this Court directed fresh auction.

3.In the report filed by the learned AG & OT in support of this application, it is stated that fresh auction was held after



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publication of sale notification in 'Dinamalar' Daily on 14.07.2024. The upset price was fixed by this Court at Rs.4 Crores. It is further reported that, when the tender box was opened on 07.08.2024, there was only one application-cum-tender from one Everwin Group of Schools & Businesses, having their office at Kolathur, Chennai – 99. The only bidder has quoted a sum of Rs.4.01 Crores. Even though the learned counsel representing the bidder earlier informed this Court that the bidder is prepared to pay something more, at least to match the price which the same person had quoted in the first auction, today there is no one present in Court.

4.This Court is of the view that the property has not attracted many people in view of the inherent defects in the notification which was published earlier by the learned AG & OT. Since the land itself was not visible earlier, this Court is hopeful that there will be several persons who will be interested, if they are permitted to inspect the entire land. It is to be noted that the property is within a distance of 17 km from the premises of this High Court. Therefore, the value of the land is phenomenally high. However, the offer appears to be too low. It is to be noted that the auction is for letting out the property for a period of 30 years with a clause enabling further renewal upon revision of rent at the rate of 15% once in five years. In view of the growing per capita income, demand for lands and inflation, the enhancement cannot be less than 5% p.a. This will be considered at the time when this Court finally decides the terms and conditions of the auction as well as the manner in which the auction should be conducted. Since the lessee is permitted to put up construction, the terms of lease should be considered to suit the market conditions. Since the offer is very low, this Court is not inclined to confirm the auction.

5.The learned AG & OT is directed to go for fresh auction. The auction notification and the terms and conditions of the tender should be submitted by the learned AG & OT before going for publication of fresh tender. Having regard to the value of the land and its potential, this Court is of the view that the learned AG & OT should also be permitted to find out the other modes by which the property can be invested. The learned AG & OT is also directed to consult experts in property investments taking note of



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market conditions, as well as investments in general, to find out the possible generation of more income without touching the corpus, or any other modes of investment by which the property and its income can be more beneficial and fruitful to serve the objects of the Trust.

6.Post the matter on 19.09.2024 at 2.15 p.m.

7.Meanwhile, the learned AG & OT is directed to refund the entire amount deposited by the highest bidder pursuant to the auction conducted earlier .

12. A.Nos.4000 and 4001 of 2024 came up before the Court on 12.09.2024, when this Court noted that in fact, on 22.08.2024 itself this Court had made the position clear that auction dated 07.08.2024 had been improper and ought not to be confirmed. Hence, on 12.09.2024, the following order came to be passed:

A.No.4000 of 2024 is filed to direct the learned Administrator General and Official Trustee of Tamil Nadu ("AG & OT" for brevity) to submit a correct and detailed status report of the ground situation, in relation to the subject property of the public auction proposed to be held on 07.08.2024 pursuant to the public auction notice dated 14.07.2024.

2.A.No.4001 of 2024 is filed to stay all further proceedings of the public auction to be held on 07.08.2024 pursuant to the public notice dated 14.07.2024.

3.On the earlier occasion, learned AG & OT filed an application in A.No.4443 of 2024 seeking permission to confirm the auction held on 07.08.2024 pursuant to the public notice dated 14.07.2024. However, this Court, by order dated 05.09.2024, in A.No.4443 of 2024, directed the learned AG & OT to go for fresh auction having regard to various circumstances. In view of the order passed by this Court in the earlier application in A.No.4443 of 2024, dated 05.09.2024, this Court finds that these applications cannot survive and these applications are therefore dismissed as infructuous.



13. Several factors have weighed with the Court in setting aside the bid of Rs.4.01 crores, as have detailed in the orders above. One material fact is that the very party that had offered Rs.4.4 crores as annual lease amount, remitting an amount of Rs.60 lakhs in the auction conducted on 10.08.2022, had made a lower bid in the auction conducted on 07.08.2024 when in fact the rental values had gone up significantly.

14. It is as against order dated 05.09.2024 that OSA No. 213 of 2025 has been filed after obtaining leave of the Court which had been granted on 11.06.2025. Leave was necessitated for the reason that Everwin is not a party to that order. That is, in fact, its main grievance. Being the sole bidder in that auction, Everwin represented by Mr.V.Adith Narayan, for whom Mr.M.S.Krishnan, learned Senior Counsel appears, would argue that it ought to have been heard, particularly if the sale to it was proposed to be set aside.

15. Everwin has also produced the cause list of this Court to show that its name was not printed in the list on 05.09.2024, when the order of this Court had been passed. It would argue that this is contrary to the procedure followed by the Court hearing AG&OT matters, and to the principles of natural justice, as the names of the successful bidders must be printed in the cause list in order to enable them to appear and make their submissions before that Court. In the present case, this has admittedly not being done and hence the effective prayer



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in OSA 213 of 2025 would be for setting aside order dated 05.09.2024. A direction is sought for conformation of the sale in its favour. This would complete the narration in respect of round three of auction (Round 3).

16. We now come to Round four, when pursuant to order dated 05.09.2024 and the directions given thereunder, an auction notice came to be issued on 16.04.2025. The Court had noticed in its earlier orders that the valuation of the land has not been properly done, and that there were inherent defects in the auction notification itself.

17. According to the Court, the lease rent had also not been quantified correctly and the terms of auction ought to be revised providing for a clause enabling further renewal upon revision of rent at the rate of 15% once every five years. The Court has also opined that enhancement of rent should not be less than 5% per annum. Since the lessee, under the terms of auction, is permitted to put up construction, the terms of lease should also be in alignment with the market conditions on this score. The learned Judge had also inspected the property and had directed that the subject land be sub-divided and offered as smaller parcels of land to optimize return.

18. The offer of Everwin in auction conducted on 07.08.2024 at a sum of Rs.4.01 crores, was found to admittedly, be far below the market value qua the rentals that the property was expected to fetch. In hindsight, this is also seen



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clearly from a comparison of the base price and rentals that the property has fetched in the fourth round of action.

19. Essentially, the conduct of auction is to ensure that the best offer is obtained qua the subject trust property. The Appellant is right in stating that it ought to have been heard prior to the decision to reject its bid. To this end, we find that the procedure followed is incorrect. But as on date, much water has flowed under the bridge, as pending Original Side Appeal No.213 of 2025, the property has been brought to auction yet again and successfully auctioned in the fourth round (Round 4) of auction, although that order of confirmation of sale, is in appeal as well.

20. The question to be answered is as to whether there is a justification in setting aside order dated 05.09.2024 on the ground of defects in procedure. To answer that question, the gravity and degree of the defect are to be ascertained, as it is not every defect that would vitiate the procedure followed, but only one that goes to the root of the matter and which is seen to be motivated otherwise.

21. In the present case, the Court, in orders dated 22.08.2024 and 05.09.2024 has noted several defects in the conduct of the auction. We are cognizant of the position that this Court, in dealing with matters relating to Trust properties is extremely cautious in ensuring that the transactions are



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appropriate and proper, in every sense of the term, and rightly so. There is a responsibility cast upon the Court in ensuring that the AGOT has made out the necessity for disposal of the property, the process of auction has been meticulously and transparently organised and carried out, the base price for the property has been correctly fixed having regard to the market prices in that area, the price obtained in auction is reflective of the proper market value and there is no loss caused to the Trust.

22. The above parametres are but some of the protocols to be followed in the proper disposal of the Trust properties. Having regard to the observations of the Court in the orders passed on 22.08.2024 and 05.09.2024, we are of the considered view that there are enough discrepancies in the auction process in Round 3, for the learned Judge to have decided to abandon that auction and direct re-auction. The ultimate discretion as to whether to confirm an auction or otherwise, rests with the Court, and so long as that discretion has been exercised in a manner so as to protect the Trust property, there is no justification or warrant to intervene.

23. The fact that the Appellant has not been heard on 22.08.2024 and 05.09.2024 is admitted. However, at this juncture of time, we need not, and are also not inclined, to put the clock back if there is nothing effective to be gained by doing so. Post Round 3 of the auction, Round 4 has also transpired.



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Admittedly Everwin did not participate in Round 4. Nothing had prevented it from doing so. Also, the Court had gone ahead with Round 4 as Everwin had not obtained any interim protection from this Court in regard to the conduct of future rounds of auctions.

24. The response and actions of Everwin are also of great relevance in a matter like this, where the subsequent round of auction where Everwin did not choose to participate has been conducted, and bonafide third party rights have been created.

25. Yes, ideally, Everwin ought to have been heard prior to passing of order dated 05.09.2024, but we are not persuaded to set aside order dated 05.09.2024 merely on the ground of violation of the principles of natural justice, there being no purpose to be served by doing so, and as we agree with the Court that Round 3 of the auction could not have been confirmed in light of the discrepancies noted, and observations made under orders dated 22.08.2024 and 05.09.2024. O.S.A.No. 213 of 2025 is hence dismissed.

26. Coming now to O.S.A.No. 193 of 2025, the challenge therein is to the result of auction in the fourth round as well as the process that has been followed for the auction.

27. The submissions of Mr.Krishnan in assailing auction and the process followed, is to demonstrate that the successful purchaser, the



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Vellammal Group of Institutions has had a head start in regard to scouting of the property, which was not extended to the other bidders. Hence they have had an unfair advantage. In fact, this does not form part of the grounds raised in OSA No. 193 of 2025 but is explained by Mr.Krishnan in the following manner.

28. In one of the hearings prior to the date when the matter was reserved for orders, the Court had permitted the appellants in the OSAs to inspect the premises since there was a general feeling that they had not been granted sufficient opportunity to inspect the same.

29. We however note the submissions of Mr.Ramanathan, learned AG&OT to the effect that there was nothing to have prevented the parties to inspect the property and they could have done so at any time. To be noted, that the auction notice dated 16.04.2025 provides for a period upto 22.04.2025 for inspection of the property. However, there have been instances when the property had been inspected over the years from 2022 onwards by prospective bidders.

30. In fact, Mr.Ramanathan, would state that Everwin had itself been shown the property extensively by his predecessor in office and hence he would ask why that is any different from permitting Vellammal to have inspected the property. Everwin has not disputed the submission that it had, in fact, inspected

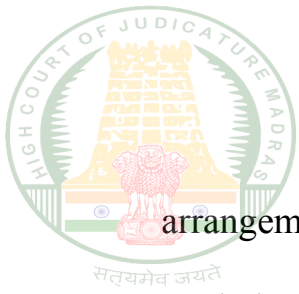


the property over the years from 2022 onwards, and this stands to reason as it has been a regular participant, in three out of the four auctions conducted in regard to the subject property. This submission of learned AGOT is hence, well taken.

31. Complete records had been produced by the learned AG&OT and the appellants were permitted to liaise with the office of AG&OT for inspection. In the course of those meetings, certain documents appeared to have come to the notice of Everwin and it has filed a convenience compilation dated 17.07.2025.

32. Heavy reliance is placed on communication dated 19.03.2024 from the Velammal Educational Trust to the office of AG&OT wherein the subject is the proposal to take on lease the subject land. Everwin has taken cudgels to this communication alleging that the AG&OT ought not to have engaged in private negotiations with Velammal and this would taint the entirety of the proceedings.

33. We must consider this submission in the context of the auctions conducted since 2022 where Everwin has also had the benefit of inspection of the properties and participated in the auction. We see nothing untoward in the AG&OT permitting inspection of properties by the private parties, assuming that proper discretion is exercised and protocols are followed. Ultimately any



arrangement in regard to that property would be made only on an application made by the AG&OT and with the sanction of the Court. Everwin has alleged fraud and impropriety on the part of both Velammal and the AG&OT.

34. Mr.Somayaji, learned Senior Counsel, appearing for Mr.Vignesh, learned counsel on record for Velammal Group of Institutions/successful bidder in Round 4 of auction points out that these allegations find no part in the pleadings. Of course, this may be for the reason that Everwin was not privy to communication dated 19.03.2024 that it has stumbled upon the same only in the course of the hearings and that too, taking advantage of the liberty granted by this Court to the appellants.

35. We are also of the view that even if the pleadings are silent, if the Court is of the view that all is not well in the auction process, we would have intervened, as what is of paramount importance is that the property of the Trust is properly secured and safeguarded.

36. In light of the discussion as above, we are not inclined to accept the submissions of the appellant in regard to fraud and collusion inter se the AG&OT and Velammal, not for the reason that they do not form part of the pleadings but for the reason that we find no merit or substance in the same.

37. Yet another argument that has been advanced is that the entirety of the property has been broken into 7 parcels of land and the appellant would



argue that there is absolutely no basis for this division. This does not appear to be correct for the reason that the order passed by this Court on 26.09.2024 in A.Nos.4994 to 4998, 5000 to 5002 of 2024 itself contains an observation at the conclusion of paragraph 3 to following effect:-

“It is also noticed by this Court that the entire land need not be put to auction in one block and the property lies in different location with different boundaries. It is stated that the entire property is located in seven different blocks.”

38. Hence the sub division of the property is at the instance of the Court, after inspection by the Court, and taking note of the position that, as the land is spread over different locations with different boundaries, sub-division was not just practically possible, but also preferable, as a smaller property would fetch a better price rather than being offered as a single large block. This argument, that the rules have been changed after commencement of the game, is thus liable to be rejected. The game, carrying the simile forward, commenced on 16.04.2025 with the observations of the Court which paved the way for the sub-division.

39. The main argument raised relates to the process of auction and the procedure followed. The first aspect emphasises the timelines followed in Round 4 of the auction. The date of auction notice is 15.04.2025, the date of auction is 23.04.2025, date of application by AG&OT seeking confirmation of auction bid



is is 24.04.2025 and the date of order confirming bid is also 24.04.2025.

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40. The appellants would harp on the hurried manner in which the auction has been conducted. In the present case, the auction notification has been issued on 15.04.2025 and inspection has been scheduled between 16.04.2025 and 22.04.2025 from 10.00 a.m to 5.00 p.m. According to all appellants, the time granted for inspection is too short. While we agree that it would have been preferable that sufficient time be granted to the intending bidders to inspect the property, particularly properties as large as the present, spread over 51.87 acres, the question is as to whether this would be fatal to the auction process itself.

41. The auction notification announces the date of auction as 23.04.2025 at the office of the AG&OT. A note order dated 23.04.2025 is placed at page 175 of the compilation filed by Everwin on 17.07.2025 reading as follows:-

'Today at 4.15 p.m., learned AG&OT made a submission in the Chambers that pursuant to the direction of this Court in A.Nos.1840 and 1841/2025 dated 07.04.2025 and as per the Notification dated 16.04.2025, when auction is conducted today, despite selling of more than 50 applications, applications were received only from one group, namely, a Trust and one of its members as individual, indicating that their offer is slightly more than the upset price.

2.However, on scrutiny, learned AG&OT found that the offer is less than the offer already made by the same group (Trust). The stand taken by the prospective



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lessee is that their offer earlier was subject to enhancement of lease amount at the rate of 9% once in three years. Therefore, learned AG&OT has sought for an oral permission to negotiate with the party so that the offer can be improved atleast to match the previous offer made by the same bidder with an enhancement of lease amount at the rate of 15% once in three years.

***Permission is granted** and learned AG&OT is permitted to negotiate with the party. However, it should be made clear to the bidder that the lease amount cannot be less than the amount which was quoted earlier by the same bidder for five items of properties'.*

42. In order dated 23.04.2025, the Court has noted that the offer made by Velammal is less than the offer made by that bidder in the course of the discussions earlier with the AGOT. It thus appears that the previous negotiations were with the knowledge of the Court and that offer, under proposal dated 19.04.2023, was also placed before the learned Judge. Permission was granted to the AG&OT to negotiate with the party to ensure that the offer be improved to match the previous offer under proposal dated 19.04.2023, with enhancement of lease amount at the rate of 5% once in three years.

43. On the same date i.e., 23.04.2025, there is a letter from one Mr.M.V.M.Velmohan, surprisingly, addressed to '*the Hon'ble Judge, the Office of the AG&OT of Tamil Nadu, High Court Campus, Chennai 600 104*'. This is unacceptable, as the person has not made a distinction between the Hon'ble Judge before whom the applications were listed and the Office of the



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AG&OT of Tamil Nadu. That letter is extracted below:-

Date: 23.04.2025

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From

*MsVelammal Chennai Educational Trust,
Represented by M.V.M.VelMohan(Trustee)
No.21A, Arudra Street,
T.S.Krishna Nagar,
Mogappara,
Chennai – 600 037*

*To
The Hon'ble Judge,
The Office of the Administrator General and
Official Trustee of Tamil Nadu,
High Court Campus, Chennai 600 104.*

Honourable Sir.

<i>Sub:</i>	<i>Auction conduct today as per notification dated 16.04.2025 - negotiation ordered - revised offer submitted - Regarding</i>
-------------	---

On behalf of the M/s. Velammal Chennai Educational Trust, I have participated in the auction today in respect of Ayanambakkam Village. The trust is the successful bidder in respect of properties in Sl.No. 3,4 & 5. After the auction the AG & OT informed me that since only one bidder participated in the auction he was directed to negotiate with the bidder to match the offer already made by them through their institution / Trust. Accordingly, after much deliberation, we have agreed to revise our offer in respect of SL.No. 3, 4 & 5 to match our earlier offer made through Velammal (Chennai) Educational Trust. Accordingly, my revised offer of Sl.No.3,4 & 5 is as follows:

Sl.No.	Description	Revised offer
3	S.F.No. 611/1, 611/4,	Rs. 2,99.20.512/-



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	613/2, 614/1, 614/2, 614/3, 615/1, 615/2, 615/3, 615/4, 616, 617/1, 617/2, 617/3, 618 7.15Acres	(Rupees Two Crore Ninety Nine Lakhs T'wenty Thousand Five Hundred and Twelve Only) per annum
4	S.F.Nos. 238, 240,241/1,241/2,622/2.6 22/3. 636,637/1,637/2, 638,639/3,640,641, 642/1, 645,635/2-(15.70 Acres)	Rs.8,20,67,040/- (Rupees Eight Crore Twenty Lakhs Sixty Seven Thousand and Forty Only) per annum
5	S.F.Nos. 200, 201,205, 206. 207/1,207/2, 208, 646/1,647. 648, 199- 14.66 Acres	Rs.6.36,04,548/- (Rupees Six Crore Thirty Six Lakh Four Thousand Five Hundred and Forty Eight only

As per the above offer I request your office to confirm our revised offer with regard to the above referred properties. We agree for 15% enhancement of the lease amount. every three-year block period We undertake to pay a difference in rental advance.

Thanking you,

Yours Truly

*M/s. VelammalChehnai Educational
Trust. Represented by M.V.M.Vel
Mohan(Trustee)*

44. An order has ultimately come to be passed on 24.04.2025 by this Court confirming the revised offers of the successful bidders in respect of the subject property and allowing A.No.2186 of 2025 permitting AG&OT to obtain formal lease agreements executed within 15 days from date of that order.

45. As pointed out by the appellants, the original cause list issued for



that date did not contain the details of the aforesaid application. However, the learned AG&OT produces another cause list containing the details of listing of that application.

46. Though rare, it has been known for the Courts to have matters listed under a special list if in the course of the day's hearings, it is found that certain matters had been omitted to be listed. In such circumstances, the normal practice is to direct the Registry to issue a special cause list containing the listing of that matter and ensure that that cause list is kept as part of the record. We had called for the records and our inspection revealed that the cause lists produced by the AG&OT were found as part of the record of the Court.

47. We had asked the learned AG&OT to assist the Court by providing the schematic details and timelines by which auctions were conducted by AG&OT over the years. A chart has been filed by the AG&OT containing a tabulation of the last 12 auctions conducted of various properties in the State as follows:-

Sl.No	No.of Prope- rties	Auction notification dt.	Dated for visiting the properties	Auction held on	Duration between auction notification and auction	Confirmati on of Auction on	Duration between auction and its confirmation
1	1	24.03.2019		12.04.2019	19 days	27.04.2019	14 days
2	29	22.12.2019	30.12.2019 to 08.01.2020	20.01.2020 to 29.01.2020	29 days	28.02.2020	30 days
3	21	12.09.2021	15.09.2021 to 20.09.2021	01.10.2021 to 07.10.2021	21 days	03.12.2021	54 days
4	28	01.05.2022	17.05.2022	18.05.2022 & 19.05.2022	17 days	17.06.2022	28 days



5	39	01.05.2022	16.05.2022 to 03.06.2022	25.05.2022 to 03.06.2022	24 days	17.06.2022	14 days
6	33	17.07.2022	25.07.2022 to 28.07.2022	01.08.2022 to 10.08.2022	13 days	26.08.2022	16 days
7	14	17.07.2022	01.08.2022 & 02.08.2022	03.08.2022 & 04.08.2022	16 days	26.08.2022	22 days
8	71	19.02.2023	01.03.2023 to 03.03.2023	15.03.2023 to 28.03.2023	25 days	13.04.2023	16 days
9	1	14.07.2024	22.07.2024	07.08.2024	22 days	05.09.2024	28 days
10	8	16.02.2025	17.03.2025 to 25.03.2025	26.03.2025	39 days	09.04.2025	13 days
11	5	10.04.2025	15.04.2025 to 22.04.2025	23.04.2025	13 days	24.04.2025	1 day
12	23	23.04.2025	25.04.2025 to 09.05.2025	12.05.2025	19 days	09.06.2025	17 days

48. The AG&OT has filed an additional report denying the allegation that there was favouritism in the conduct of Round 4 of the auction. They have also justified the timelines pointing out that, more often than not, the auctions conducted by AG&OT would contain several lots of properties whereas in the present case, it was a single lot and hence there was no necessity for a longer duration. Their justification is as follows:-

c. It is submitted that, prior to impugned auction as per the order of the Hon'ble High Court, about sixty lakhs was spent for clearing Juliflora Trees, bushes and to fence the entire land in order to attract the more number of bidders and more competitive bid in auction. By spending such huge money the trust fund got exhausted. The trust is providing scholarships to students and parting donations to various temples. Therefore we were in urge to generate revenue. Therefore we have conducted the auction without loss of time and with expected pace. However, the auction was not conducted in a hasty way or manner. Though the auction was conducted in an expected pace, no norms were violated or compromised.



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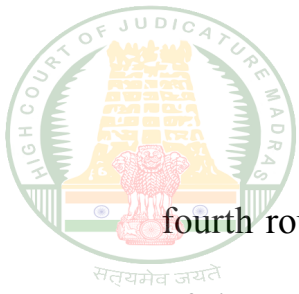
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d. It is humbly submitted that, the auction was conducted on 23.04.2025. The Courts would be on vacation during the month of May. Since the vacation was fast approaching, it was felt expedient to get the auction confirmed by the Hon'ble High Court before vacation commences in order to avoid monetary loss to the Trust which would eventually affect the Charity by the said Trust.

49. One of the specific objections raised with regard to the letter dated 19.03.2024 is that that proposals are graphic in regard to the survey numbers and the specific details of the property. However, as the appellant has itself pointed out, there is a board on the property which contains all the details of the property, including survey numbers and particulars of sub-division. Thus, as pointed out by the learned AG&OT such details are not in private domain and are available publicly. Hence there is nothing suspicious about they being mentioned by the successful auction bidder.

50. The above factors may certainly be viewed as indiscretions, and appear to have arisen from the fact that proceedings were moving at a very fast pace. It has also been pointed out by the appellant that the learned Judge who was hearing the matters relating to the AGOT was due to demit office in the first week of May and the accelerated pace of the proceedings was perhaps to ensure that the auction for lease of the subject property was successful at least in the 4th Round.

51. On a wholistic conspectus, we are of the considered view that the



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fourth round of the auction has undoubtedly transpired in a shorter framework of time than one would have preferred. Having said so, while we would have preferred that the timelines had not been as cramped as they have been, the following parameters appeal to us and commend the case of the successful bidder: (i) that the auction has been conducted under the auspices of this Court and based on its periodic directions (ii) the subject property has been offered for auction earlier and this is the fourth round of auction (iii) that the subject property was publicly available for lease and hence its features were known widely, (Incidentally, it appears that the subject property has been the subject matter of auction for the lease since several decades. Learned AG&OT has produced an auction notification for auction in respect of the properties of the same trust in Ayanambakkam held on 27.09.1949) (iv) our findings that there is nothing suspicious about the conduct of Velammal in having inspected the property earlier as even Everwin had done so on earlier occasions (v) that the discrepancies pointed out in the process of confirmation of auction have been carefully considered, the original file verified and we find nothing untoward there that would serve to vitiate the auction (vi) that the appellant has not participated in the auction and (vii) that the valuation of the property is based upon a reference to one, High Tech Valuers, for ascertainment of the market rent and their report has been filed on 07.04.2025 on the basis of which the



base rent has been fixed.

52. As per memorandum dated 02.06.2025 filed by the AG&OT, the auction has now been confirmed in the following terms:-

Sl.No.	Extent of Land and Classification	Upset Price	Highest Bid Amount/ Lease amount per annum
1	10.705 Acres (Agricultural)	Rs 4,00,00,000/-	No Bidder Not leased out
2	0.850 Acres (Agricultural)	Rs 30,00,000/-	Rs.31,31,000/- Lease deed executed and Registered.
3	7.155 Acres (Agricultural)	Rs.2,85,00,000/-	Rs.2,86,00,100/-
4	15.700 Acres (Agricultural)	Rs.6,00,00,000/-	Rs.6,01,01,000/-
The highest bidder surrendered their rights in respect of lands in Sl. No. 3 and 4 and their EMD totalling Rs. 8,85,00,000/- (Rupees Eight Crore and Eighty Five Lakhs Only) is forfeited.			
5	14.660 Acres (Agricultural)	Rs.5,60,00,000/-	Rs.5,61,00,000/- Lease deed executed and Registered.
6	1.920 Acres (Industrial)	Rs.75,00,000/-	Rs.76,40,000/-Lease deed executed and Registered.
7	0.990 Acres (Industrial)	Rs.35,00,000/-	Rs.36,00,000/-Lease deed executed and Registered.

The properties in Sl. Nos. 1, 3 and 4 are now available for fresh lease.”

53. In light of the discussion as above, we reject the challenge to Round four of the auction and reiterate the confirmation of sale to R3/Velammal by order dated 24.04.2025.

54. All the appeals questioning the auction process have been filed by individuals who have not participated in the auction. In *K.Kumara Gupta v Sri*



*Markenday and Sri Omkareswara Swamy Temple and Others*¹, the Supreme

Court considered a challenge to an auction sale and a direction by the High Court to the authorities to conduct re-auction of the entire properties. The Court notes that the challenge was by a person who had not participated in the auction and as a consequence, the question of him depositing the EMD had not arisen.

55. In that context, the Court states at paragraph 14, that once a person was found to be the highest bidder in a public auction, the sale was confirmed in his favour and sale deed executed, such an auction sale should not be disturbed until and unless there is a material irregularity in the holding of the public auction or the auction sale was vitiated by fraud or collusion. In any event, representations made by third parties who have not participated in the auction should not be considered.

56. They refer to the observations of the Supreme Court in *Jasbhai Motibhai Desai v Roshan Kumar*² in the context of invoking extraordinary jurisdiction under Article 226 of the Constitution, reiterating that a petitioner in such circumstances should ordinarily be one who has a personal or individual right in the subject matter of the application. Persons who are fence sitters, have no real stakes, and any attempt by them to disturb or nullify a sale which is above board and which has been conducted in a proper manner, should not

¹(2022) 5 SCC 710

²(1976) 1 SCC 671



be encouraged or even entertained. The ratio of that decision is applicable on all fours to the present matter, qua all Appellants, including Everwin.

57. Mr.Krishnan has cited the judgment of the Supreme Court in *Meerut Development Authority v Association of Management Studies and another*³, specifically paragraph 26 which delineates the nature of rights of a bidder participating in a tender process. We extract paragraph 26 below:-

“26. A tender is an offer. It is something which invites and is communicated to notify acceptance. Broadly stated it must be unconditional; must be in the proper form, the person by whom tender is made must be able to and willing to perform his obligations. The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. However, a limited judicial review may be available in cases where it is established that the terms of the invitation to tender were so tailor-made to suit the convenience of any particular person with a view to eliminate all others from participating in the bidding process.”

58. Even in the above case, the Court cautions that only limited judicial scrutiny is available and that too when it is established that the terms of the invitation to tender were tailor made to suit the convenience of a particular person with a view to sidelining others from participating in the process. In the paragraphs supra, we have discussed in detail why we are not of the view that the auction process is faulty.

59. We have also not accepted the contentions of the appellant that

³ (2009) 6 SCC 171



there was any collusion or undue advantage extended to the successful auction purchaser and hence the observations of the Supreme Court in the above matter would not be apposite to the facts and circumstances of the present case.

60. In *Jagdish Mandal v State of Orissa and others*⁴, the Supreme Court echoes the position that prior to judicially reviewing the act of an authority, the Court should pose to itself the following questions:-

“(i) whether the process adopted or decision made by the authority is malafide or intended to favour someone; or Whether the process adopted or decision made is so arbitrary and irrational that the court can say : “ the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached”;

(ii) Whether public interest is affected.”

61. Our answer to both the questions in the facts and circumstances of the present case, is in the negative. Hence this judgment is also of no assistance to the appellants.

62. In *Sanjay Sharma v Kotak Mahindra Bank Ltd., and Others*⁵, the court reiterates the well settled principle that a sale in a public auction cannot be lightly set aside in the absence of material irregularities or fraud being established. They cite their earlier judgment in *CELIR LLP v Bafna Motors (Mumbai) Private Limited and Others*⁶ for this proposition. In the interests of

⁴(2007) 14 SCC 517

⁵2024 SCC OnLine SC 4589

⁶(2024) 2 SCC 1



completion, we extract those two paragraphs:-

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“33. It is now a well-settled principle that a sale by way of public auction cannot be set aside until there is any material irregularity and/or illegality committed in holding the auction or if such auction was vitiated by any fraud or collusion. This Court in V.S. Palanivel V.P. Sriram, 2024 INSC 659 held that unless there are some serious flaws in the conduct of the auction as for example perpetration of a fraud/collusion, grave irregularities that go to the root of such an auction, courts must ordinarily refrain from setting them aside keeping in mind the domino effect such an order would have. Recently, this Court in Celir LLP v. Ms. Sumati Prasad Bafna Contempt Petition (C) Nos. 158-159 of 2024 in Civil Appeal Nos. 5542-5543 of 2023 held as follows:

"218. Any sale by auction or other public procurement methods once already confirmed or concluded ought not to be set-aside or interfered with lightly except on grounds that go to the core of such sale process, such as either being collusive, fraudulent or vitiated by Inadequate pricing or underbidding. Mere irregularity or deviation from a rule that does not have any fundamental procedural error does not take away the foundation of authority for such a proceeding. In such cases, courts, in particular, should be mindful to refrain entertaining any ground for challenging an auction which either could have been taken earlier before the sale was conducted and confirmed or where no substantial injury has been caused on account of such irregularity."

63. In *CELIR LLP* (supra), the Court has touched upon the sanctity of a public auction referring extensively to their earlier judgment in *Valji Khimji and Co., v Hindustan Nitro Product (Gujarat) Ltd (Official Liquidator)* (2008)



9 SCC 299. We extract the relevant paragraphs below:-

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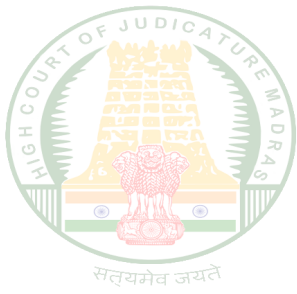
“Sanctity of public auction

88. *This Court in Valji Khimji held that once an auction is confirmed the same can be interfered on very limited grounds as otherwise no auction would ever be complete, with the following relevant observations, being reproduced hereunder: (SCC pp. 302 & 305, paras 11 & 29-30)*

"11. It may be noted that the auction-sale was done after adequate publicity in well-known newspapers. Hence, if anyone wanted to make a bid in the auction he should have participated in the said auction and made his bid. Moreover, even after the auction the sale was confirmed by the High Court only on 30-7-2003, and any objection to the sale could have been filed prior to that date. However, in our opinion, entertaining objections after the sale is confirmed should not ordinarily be allowed, except on very limited grounds like fraud, otherwise no auction-sale will ever be complete.

29. ... It may be mentioned that auctions are of two types - (1) where the auction is not subject to subsequent confirmation, and (2) where the auction is subject to subsequent confirmation by some authority after the auction is held.

30. In the first case mentioned above i.e. where the auction is not subject to confirmation by any authority, the auction is complete on the fall of the hammer, and certain rights accrue in favour of the auction-purchaser. However, where the auction is subject to subsequent



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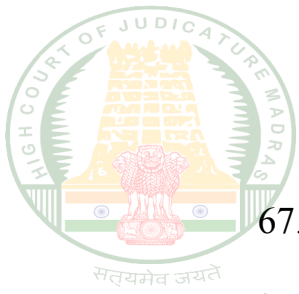
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confirmation by some authority (under a statute or terms of the auction) the auction is not complete and no rights accrue until the sale is confirmed by the said authority. Once, however, the sale is confirmed by that authority, certain rights accrue in favour of the auction-purchaser, and these rights cannot be extinguished except in exceptional cases such as fraud.”

64. The ratio of the above cases support our decision to dismiss the appeals.

65. In OSA No. 187 of 2025, an additional point raised relates to the title that the appellant claims in respect of a portion of the subject land. Evidently, the question of determination of title cannot be considered by us in the present proceedings and the appellant is clearly before the wrong forum. Thus we reiterate the conclusion to dismiss this appeal as well.

66. We also find from compilation dated 22.07.2025 filed by Velammal that Everwin had approached the Supreme Court challenging order dated 24.04.2025 in CMP No.10270/2025 seeking grant of leave to file OSA Sr.No. 154333/2024, issuing notice to the respondents and directing listing of the matters on 02.06.2025, that come to be dismissed on 09.05.2025 in SLP (C) No(s). 13284-13285/2025. This fact has come to our notice only at the instance of Velammal and there has been no disclosure of either the fact that Everwin has approached the Supreme Court or of dismissal of the SLP. We take strong exception to this suppression of fact.



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67. In light of the detailed discussion as above, all the Original Side

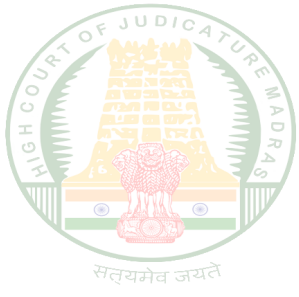
Appeals are dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

[A.S.M., J] [N.S., J]
19.08.2025

Index: Yes
Speaking Order
Neutral Citation: Yes
ssm/sl

To

1. The Administrator General and Official Trustee
of Tamil Nadu, City Civil Court Additional Building,
1st Floor, High Court Campus,
Chennai – 600 104.
2. M/s. Velammal Educational Trust,
Velammal New Gen Park, Ambattur Red Hills Road,
Surapet Main Road, Surappattu,
Chennai – 600 066.
3. The Sub Registrar
Konnur Sub Register Office,
5/5, 4th Main Road, SIDCO Nagar,
Villivakkam, Chennai – 600 079.
4. The Sub Assistant Registrar,
Original Side,
High Court, Madras.



WEB COPY



O.S.A.No.213 of 2025 etc batch

DR. ANITA SUMANTH, J.
and
N.SENTHILKUMAR, J.

ssm

O.S.A.Nos. 213, 199, 200,
201, 193, 179 & 187 of 2025

19.08.2025