



S.A.No.31 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.03.2026

CORAM :

THE HON'BLE MR.JUSTICE S.SOUNTHAR

**S.A.No.31 of 2022
and C.M.P.No.632 of 2022**

P.T.Rajan (deceased)

1. R.Gnanambigai
2. R.Thanigaivel
3. R.Jaikumar

.. Appellants

Versus

1. Arulmigu Gangadeeswarar Temple
Rep. by its Executive Officer,
Purasawalkam, Chennai – 600 084.
2. The Commissioner,
The Hindu Religious and Charitable
Endowments Department,
Mahatma Gandhi Road,
Nungambakkam, Chennai – 600 034.
3. The Joint Commissioner, Chennai Region,
The Hindu Religious and Charitable
Endowments Department,
Mahatma Gandhi Road, Nungambakkam,
Chennai – 600 034.
4. Hemalatha
5. P.Ragini

.. Respondents



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Prayer : Second Appeal is filed under Section 100 of the Code of Civil Procedure, to set aside the decree and judgment, dated 22.09.2017 in O.S.No.2049 of 2014 on the file of the learned III Assistant City Civil Judge, Chennai as confirmed by the decree and judgment, dated 26.11.2018 in A.S.No.52 of 2018 on the file of the learned VI Additional City Civil Judge, Chennai.

For Appellants : Mrs.Rajeni Ramadass

For Respondents : Mr.K.Karthikeyan,
Government Advocate (HR & CE),
for RR-1 to 3

JUDGMENT

The unsuccessful plaintiffs in the suit are the appellants. They filed a suit for mandatory injunction directing the first respondent/defendant to receive a monthly rent of Rs.37.50 ps from the plaintiff pertaining to the suit A-schedule site from the month of December, 2012 till the month of March, 2014 and continue to accept the monthly rents from the plaintiff at the same rate. They also sought for permanent injunction restraining the defendants from dispossessing the plaintiff from peaceful possession and enjoyment of the suit properties. The suit was dismissed by the Trial Court and findings of the Trial Court were affirmed by the first Appellate Court. Aggrieved by the same, the plaintiff has come before this Court.



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2. According to the plaintiff, the suit A-schedule site belongs to the first defendant temple and originally, one Rangasamy Iyengar was the lessee of the A-schedule property. After putting up construction over the said land, he sold the superstructure to one Venkatarama Iyer by the sale deed, dated 20.04.1918. He, in turn, sold the said property to one C.R.Pattabirama Iyengar under the sale deed, dated 22.12.1921. After demise of the said C.R.Pattabirama Iyengar, his only son, C.P.Rajagopala Iyengar sold the superstructure in favour of one Rajalaksmi Ammal, who, in turn, sold the same to one Munuswamy Chetty by the sale deed, dated 09.06.1947. He sold the superstructure along with leasehold rights to one V.S.Venkateswara Iyer under the sale deed, dated 26.02.1951 and the plaintiff purchased the leasehold right over the suit A-schedule site along with the superstructure from the said V.S.Venkateswara Iyer under the sale deed, dated 17.02.1978. According to the plaintiff, he is owner of the superstructure which is fully described in the schedule-B to the plaint and he is the tenant of the first defendant in respect of the first schedule site.

3. It was also claimed by the plaintiff that after purchase of the said superstructure, he had written a letter, dated 14.05.1982 to the first



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defendant expressing his willingness to purchase the suit A-schedule property, over which, the B-schedule superstructure stands. Though the first defendant directed the plaintiff to submit a sketch of the land in triplicate, no further action had been taken. Thereafter, the first defendant instituted a suit against the plaintiff in O.S.No.2688 of 2004 on the file of the I Assistant City Civil Court, Chennai and sought for ejectment of the plaintiff and his vendor, Venkateswara Iyer. The said suit was dismissed on 29.10.2012. The first defendant did not choose to challenge the same by filing any appeal. It is further claimed by the plaintiff that he has been paying rents regularly to the first defendant and all of a sudden, the first defendant issued a notice on 30.01.2013 to the erstwhile lessee namely, the vendor of the plaintiff, asking him to pay the arrears of Rs.19,76,026/-. It was also stated in the notice that in case of failure, action would be taken under Section 78 of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959. The said notice was challenged before this Court in W.P.No.5935 of 2013 on the ground that on the date of issue of notice, the vendor of the plaintiff namely, Venkateswara Iyer was not alive. This Court quashed the notice against dead person and directed the first defendant to take action against the plaintiff in accordance with law. After disposal of the Writ Petition, the plaintiff had tendered the monthly rents to



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the first defendant either through letters enclosing cheque or by way of notices enclosing the cheque. However, all those letters and notices have been returned as refused. Since the first defendant willfully evaded the receipt of monthly rents from the plaintiff, the instant suit was filed seeking mandatory injunction directing the first defendant to receive the rents. It was also stated by the plaintiff that the first defendant was making feverish attempts to evict the plaintiff from the suit property and therefore, was seeking the relief of permanent injunction restraining the defendants from dispossessing the plaintiff except by due process of law.

4. The contesting first defendant temple filed a written statement and denied the averments made by the plaintiff as if he was a tenant under the temple. According to the first defendant temple, the suit A-schedule property i.e., site of the superstructure belong to the temple and the claim of the plaintiff that he is the lessee of the site, was specifically denied. It was also claimed by the first defendant that the sale deed, executed by the said Venkateswara Iyer in favour of the plaintiff without getting permission under Section 34 of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959, was void. It was also claimed by the first defendant that as per the temple records, Venkateswara Iyer was the



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tenant and the plaintiff was never recognised as the tenant and his possession is illegal and unlawful. Therefore, according to the first defendant temple, the claim made by him seeking mandatory injunction was not at all maintainable.

5. On these pleadings, both the parties went to the trial and before the Trial Court, the plaintiff was examined as P.W.1 and on behalf of the plaintiff, Ex.A-1 to Ex.A-21 were marked. On behalf of the defendants, one M.Baskaran was examined as D.W.1 and two documents were marked as Ex.B-1 and Ex.B-2.

6. The Trial Court, on appreciation of oral and documentary evidence on record, came to the conclusion that the plaintiff failed to prove that he was tenant under the temple and consequently, dismissed the suit. Aggrieved by the same, the plaintiff preferred an appeal in A.S.No.52 of 2018 on the file of the learned VI Additional City Civil Judge, Chennai. The first Appellate Court affirmed the findings of the Trial Court. Aggrieved by the same, the plaintiffs have come before this Court.

7. The learned Counsel for the appellants would submit that the



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plaintiff has been paying rents regularly to the temple and the receipts issued by the temple have been marked before the Trial Court.

Overlooking the said clinching evidence, the Trial Court committed an error in coming to the conclusion that the plaintiff failed to prove the tenancy right. The learned Counsel would also submit that at the time of purchase, the Executive Officer of the temple issued No Objection Certificate to their vendor for selling the property to the plaintiff and the said No Objection Certificate has been marked as Ex.A-15. The Trial Court, without considering the same, dismissed the suit. The learned Counsel would also submit that earlier, the temple filed a suit for ejectment and the same was dismissed by the Trial Court. Therefore, the tenancy right claimed by the plaintiff has been affirmed in the earlier suit and the judgment and decree were marked as Ex.A-2 and Ex.A-3 before the Trial Court and the same have not been taken into consideration.

8. Ex.A-1 is the sale deed in favour of the plaintiff. A perusal of the same would indicate that the plaintiff's vendor sold the superstructure in the suit property in favour of the plaintiff along with leasehold right over the site which belongs to the first defendant temple. Therefore, from Ex.A-1, we can safely come to a conclusion that the plaintiff only



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purchased the superstructure and the site of the suit property i.e., A-schedule property belongs to the first defendant temple. The plaintiff has not produced any document to prove that after the purchase, he attorned the tenancy under the first defendant temple. Though the rental receipts, issued by the first defendant temple, have been produced by the appellants, a perusal of the rental receipts filed by the plaintiff would indicate that the rental receipts were issued by the temple only in the name of the plaintiff's vendor, Venkateswara Iyer. In the said documents, it is clearly mentioned that the plaintiff paid amount towards rent for Venkateswara Iyer. Therefore, from the rental receipts produced by the plaintiff, which were marked as Ex.A-20 and Ex.A-21, it is clear that the plaintiff never became the tenant under the first defendant temple and the tenancy continued only in the name of the plaintiff's vendor. In such a circumstance, the prayer sought for by the plaintiff seeking mandatory injunction against the temple to collect rent at the rate of Rs.37.50 ps is not at all maintainable. In order to issue mandatory injunction, the plaintiff must establish that he has become the tenant under the temple under a lawful tenancy arrangement. In the absence of any evidence to show that the plaintiff is the tenant under the first defendant temple, the prayer sought for mandatory injunction is not maintainable. The findings reached by the Courts below with regard to



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the said prayer requires no interference by this Court.

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9. As far as the Ex.A-15, No Objection Certificate, issued by the Executive Officer of the temple is concerned, it is settled law that the sanction for sale of the movable property belonging to the temple shall be accorded under Section 34 of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959 only by the Commissioner, HR & CE Department and the Executive Officer has no authority to sanction such sale. In any event, the plaintiff, under Ex.A-1, purchased only the superstructure of the temple and he cannot claim any right over the suit site. The Executive Officer of the temple cannot authorise the vendor of the plaintiff to sell the leasehold right over the site. Such sanction can be given only by the competent authority (Commissioner, HR & CE Department) and not by the Executive Officer. Therefore, the submissions of the learned Counsel for the appellants, on the basis of Ex.A-15, No Objection Certificate given by the Executive Officer of the first defendant temple, is also not acceptable to this Court.

10. The learned Counsel for the appellants submitted by relying on the judgment and decree passed in O.S.No.2688 of 2004 that the



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plaintiff's right has been decided in his favour in the earlier proceedings and the suit filed by the temple was dismissed. Therefore, according to the learned Counsel, the Trial Court ought not to have dismissed the suit.

11. A perusal of the Ex.A-2 and Ex.A-3 would indicate that the first defendant temple filed a suit for ejectment against the plaintiff and his vendor, Venkateswara Iyer. The said suit was dismissed, however with a clear finding that there was no evidence to suggest that the plaintiff entered into a lease agreement with the temple. In paragraph No.8 of the judgment, the Court recorded a finding that there was no proper evidence to show that the plaintiff was the tenant under the temple. Therefore, the finding in the earlier suit is not in favour of the plaintiff and in the earlier suit, though the plaintiff succeeded, there was a finding by the Court that the tenancy arrangement between the plaintiff and the temple was not proved. In such circumstances, the third submission made by the learned Counsel for the appellants is also not acceptable to this Court.

12. As far as the relief of permanent injunction is concerned, it was averred by the plaintiff that the first defendant temple attempted to evict the plaintiff from the suit property. In order to substantiate the said



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averments, the plaintiff has not examined any independent witnesses.

Therefore, except the interested evidence of the plaintiff, there is no other evidence available on record to prove the allegation that the temple attempted to dispossess the plaintiff without following due process of law. In fact, in Ex.A-9, the order passed by this Court in the Writ Petition filed by the petitioner, there is a direction to the fourth respondent therein i.e., the first defendant in the suit to take action against the plaintiff in accordance with law. The order was passed in the year 2013. Till date, the first defendant temple has not taken any action against the plaintiff. The suit for ejectment filed by the first defendant against the vendor of the plaintiff and the plaintiff, was dismissed. The first defendant has not chosen to file any appeal. In these circumstances, this Court feel that the plaintiff failed to lead convincing evidence to suggest that the first defendant was attempting to evict the plaintiff from the suit property, without due process of law. Therefore, the plaintiff is also not entitled to any decree for permanent injunction as prayed for.

13. In view of the above discussion, I do not find anything to interfere with the finding of facts recorded by the Trial Court as well as the first Appellate Court. Finding no question of law much less than the



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substantial question of law, this Second Appeal stands dismissed. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

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Index : yes/no
Speaking order/Non-speaking order
Neutral Citation : yes/no
grs

To

1. The III Assistant City Civil Judge,
Chennai.
2. The VI Additional City Civil Judge,
Chennai.
3. The Executive Officer,
Arulmigu Gangadeeswarar Temple
Purasawalkam, Chennai – 600 084.
4. The Commissioner,
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Endowments Department,
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S.SOUNTHAR, J.

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