

**IN THE COURT OF CIVIL JUDGE AND J.M.F.C. KRISHNARAJAPURA,  
BENGALURU RURAL DISTRICT.**

**Present**

**VISHWANATH SAVADI  
B.A., LL.B.(Hon's)  
CIVIL JUDGE AND J.M.F.C.,  
KRISHNARAJAPURA.**

**ORIGINAL SUIT No.3144/2025.**

**Dated this the 19<sup>th</sup> day of December 2025**

Plaintiffs : 1. Abhyudaya Educational Trust,  
2. M. Krishna,  
S/o Late Munivenkatappa.

**V/s**

Defendants : 1. Gruhalakshmi,  
W/o Late Ramalingeshwara Rao,  
and 5 others.

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**PARTIES TO I.A.No.I**

Applicant/  
Orig. Plff : 1. Abhyudaya Educational Trust,  
2. M. Krishna,  
S/o Late Munivenkatappa.

**V/s**

Opponent/ : 1. Gruhalakshmi,  
W/o Late Ramalingeshwara Rao,  
and 5 others.

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Sri. S. Vema Reddy, Advocate for plaintiffs  
Sri. Raghavendra V., Advocate for defendant No.2  
Sri. B.N. Prakash, Advocate for defendant No.3 & 6  
Sri. Akash V.T., Advocate for defendant No.5

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**ORDER ON I.A. No.I**

I.A. No. I has been filed by the plaintiff under Order XXXIX Rules 1 and 2 of the CPC, seeking an ad interim order of temporary injunction restraining the defendants from trespassing or interfering with the affairs,

activities, management, and administration of the plaintiff Trust and its properties, pending disposal of the suit.

## **2. Summary of the Plaint and Affidavit:**

**a.** It is the case of the plaintiffs that the first plaintiff is a Trust registered under the Indian Trusts Act pursuant to a Trust Deed dated 23-06-1990, registered as Document No.107/1990-91, Pages 94 to 109, Volume 187, Book-I, in the office of the Head Quarter Sub-Registrar, Gandhinagar, Bengaluru. The second plaintiff is the sole Trustee of the first plaintiff Trust and is managing all its affairs, activities, and administration. The plaintiff Trust is engaged in imparting education and other charitable activities and has its office at Cunningham Road, Bengaluru.

**b.** The plaintiff Trust was created by defendant No.1, Smt. Gruhalakshmi, as Founder, with defendant No.2, Smt. S. Rajyalakshmi, and defendant No.4, Sri S. Eshwar Prasad, as Life Trustees with effect from 23-06-1990. On 14-06-2001, both Life Trustees, namely Smt. Rajyalakshmi and Sri S. Eshwar Prasad, tendered their resignations. By resolution dated 30-06-2001, they ceased to have any role in the affairs of the plaintiff Trust. Upon their resignation, defendant No.3, Sri D. Nanda Kumar, was inducted as Life Trustee, and the Trust Deed was amended on 04-08-2001. Subsequently, Sri D. Nanda Kumar resigned on 17-08-2019, and the amendment was duly registered.

**c.** Defendant No.5, Sri Karthik Krishna, was appointed as Life Trustee on 01-03-2016. Thereafter, on 17-04-2021, he resigned and Smt. Padmavathi Krishna was

appointed as Life Trustee in his place. The Trust Deed was amended from time to time upon resignation and appointment of Life Trustees, and such amendments were duly notified to the general public through leading newspapers. With the object of expanding its educational and charitable activities, the plaintiff Trust obtained permission on 16-12-2004 from the Deputy Commissioner, Bengaluru Urban District, and the Revenue Department under Section 109 of the Karnataka Land Reforms Act, 1961, to purchase 20 acres of agricultural land in Chikkabellandur and Mullur villages. Pursuant thereto, the Trust purchased the said land and constructed a compound wall around it.

**d.** For construction of an international school with academic buildings, playgrounds, sports centre, multipurpose hall, swimming pool, hostels, staff quarters, and dining facilities, aggregating about 4 lakh sq. ft. of RCC construction, the plaintiff Trust availed a term loan from the State Bank of India, Residency Road Branch, Bengaluru. The State Bank of India sanctioned a term loan of Rs.20 crores. Additionally, the Trust's sister concern, M/s. Ind Sing Developers Pvt. Ltd., advanced Rs.5 crores as loan for construction. Due to financial difficulties, the Trust could not service the loan, and the account was classified as NPA on 31-03-2011. On 26-03-2014, the loan was assigned to M/s. JMFC ARC, Mumbai. Recovery proceedings were initiated before the Debt Recovery Tribunal-I, Bengaluru. Despite several One Time Settlement proposals ranging from Rs.25 crores to Rs.50 crores, the same were not accepted.

**e.** In 2014, Section 109 of the Karnataka Land

Reforms Act was amended, permitting sale of land, after seven years of establishment of a school, to private parties in cases of financial distress with approval of a High-Level Committee. Accordingly, on 01-07-2015, the plaintiff Trust applied for permission to sell portions of its land. The High-Level Committee headed by the Chief Secretary granted approval on 04-04-2016 for sale of 15 acres to clear bank dues. Meanwhile, the Debt Recovery Tribunal-I directed the plaintiff Trust to pay Rs.24,11,45,227/-. Aggrieved, the Trust pursued remedies before the DRAT, the Hon'ble High Court of Karnataka, and the Hon'ble Supreme Court. The Special Leave Petition was disposed of in 2022. Subsequently, M/s. JMFC ARC demanded Rs.156 crores under OTS, which after negotiations was settled at Rs.85 crores. The said amount was paid on 30-08-2024 by the Trust's sister concern, M/s. Ind Sing Developers Pvt. Ltd., and a receipt and NOC were issued.

f. In consideration of the payment, the plaintiff Trust executed a mortgage deed in favour of M/s. Ind Sing Developers Pvt. Ltd., which had earlier offered corporate guarantee. On 30-08-2024, the guarantor raised funds from a private developer and cleared the Trust's liability. Consequently, a civil suit in O.S. No.759/2023 was filed by M/s. Ind Sing Developers Pvt. Ltd. against the plaintiff Trust, which was resolved by a compromise decree dated 01-10-2024 passed by the IV Additional Civil Judge, Bengaluru Rural District, whereby the Trust agreed to transfer its properties in discharge of Rs.90 crores. It is further averred that the defendants, having no locus standi and not being

trustees, have filed O.S. No.5509/2025 seeking declaration and accounts, and are interfering with the affairs of the plaintiff Trust. No interim injunction has been granted in their favour. As the defendants continue to unlawfully interfere with the administration, management, and properties of the plaintiff Trust, the plaintiffs are constrained to seek permanent injunction. Hence, the application deserves to be allowed.

**3.** Despite being served with summons, Defendant No.2, 3, 5, 6 appeared through their counsel and defendant No.3 filed counter affidavit to I.A.I, defendant No.6 has filed memo adopting contents of counter affidavit of defendant No.3 as his counter affidavit to I.A.No.I. Defendant No.5 filed a detailed written statement cum counter claim. Despite sufficient time, defendant No.2 and 5 have not filed their objections to I.A.No.I.

**4. The Summary of Counter affidavit of defendant No.3 and 6 to I.A.No.I is as under:**

**a.** It is contended that the suit filed by the plaintiffs is false, frivolous, vexatious, and not maintainable either in law or on facts, and is liable to be dismissed in limine. Consequently, the application for temporary injunction also deserves dismissal. The defendants have already filed **O.S. No. 5509/2025** before the Hon'ble City Civil and Sessions Judge, Bengaluru, seeking a declaration that the alleged amendments to the Trust Deed dated **04-04-2013, 01-03-2016, 16-08-2019, 02-07-2020, and 17-04-2021** are

illegal, inoperative, and not binding. The exclusive right claimed by Plaintiff No.2 to administer the Trust is specifically denied. In view of the pending declaratory suit and disputed rights, the present suit for bare injunction is not maintainable.

**b.** The **Abhyudaya Educational Trust** was constituted by Defendant No.1 under a registered Trust Deed dated **23-06-1990** for educational purposes. Defendant Nos.2 and 3 were appointed as Life Trustees. Subsequent supplementary and amendment deeds were executed without the consent of the Author of the Trust and without valid resolutions, rendering them illegal. After induction, Plaintiff No.2 unilaterally amended the Trust Deed, illegally removed trustees without resignation or notice, and appointed himself as Chairman and Managing Trustee for life. Plaintiff No.2 also inducted his wife as Trustee despite her facing criminal proceedings, clearly indicating mala fide intent to usurp Trust properties.

**c.** Defendant No.3 has never resigned. During his tenure, substantial Trust properties were acquired. Plaintiff No.2 has misappropriated Trust income, failed to furnish accounts, siphoned rental income and advances running into several crores, and diverted Trust funds for personal use and criminal litigation. Due to mismanagement by Plaintiff No.2, the Trust's SBI loan account became NPA and was assigned to JM Financial, causing hardship to other Trustees. Plaintiff No.2 failed to maintain transparency or accountability despite repeated objections. The plaintiffs have failed to establish a prima facie case, balance of convenience, or

irreparable loss. The application is an abuse of process of law and is liable to be rejected with costs.

**5. Summary of the Defendant No.5 Written Statement cum counter claim:**

**a.** Defendant No.5 denies all allegations made by the plaintiffs. The present suit has been filed by Plaintiff No.2 falsely claiming to be a Trustee of Plaintiff No.1 Trust. In fact, Plaintiff No.2 has already been lawfully expelled from the Trust by the duly constituted Life Trustees, namely Defendant Nos.2, 4, 5, and another Life Trustee, Sri Buddha Prasad. Necessary public notice regarding such expulsion has also been issued. Despite having full knowledge of these facts, Plaintiff No.2 has instituted the present suit seeking a bare relief of permanent injunction, which is not maintainable.

**b.** It is averred that Defendant No.1 is the Author of Plaintiff No.1 Trust. Defendant No.2 is her daughter, Defendant No.4 her son, and Defendant No.5 her grandson. Defendant No.3 functioned as Secretary, and Defendant No.6 was also appointed as a Life Trustee. The Trust was created by Defendant No.1 to impart education and establish educational institutions and was intended to be a family-managed Trust. Initially, only Defendant Nos.2 and 4 were Life Trustees. Plaintiff No.2 is the father of Defendant No.5 and the former husband of Defendant No.2. Plaintiff No.2, while serving as Deputy Commissioner, was indicted in corruption cases by the Lokayukta, leading to his resignation, after which he began acting against the interests

of the Trust.

**c.** Defendant No.5 was inducted as Life Trustee in 2007, as reflected in the registered Amendment to the Trust Deed dated 30-06-2007. After disputes arose within the family, Plaintiff No.2 unilaterally and falsely claimed that Defendant No.5 and his sister had resigned and executed amendments without consent. When questioned, Plaintiff No.2 executed further contradictory amendments, including the deed dated 01-03-2016, again appointing Defendant No.5 as Life Trustee. From 01-03-2016, Defendant No.5 has continuously served as Life Trustee and has never resigned. As per the original Trust Deed dated 23-06-1990, appointment or removal of Life Trustees requires either the Author's authority or a majority decision of existing Life Trustees.

**d.** Plaintiff No.2 has fabricated a purported resignation letter dated 15-04-2021 (Document No.11) attributed to Defendant No.5. The said document is forged and does not bear the signature of Defendant No.5. Accordingly, the registered document dated 17-04-2021 is a unilateral self-serving declaration of Plaintiff No.2 and is not binding on Defendant No.5. Upon discovery of large-scale financial misappropriation by Plaintiff No.2 and his second wife, Smt. Padmavathi, Defendant No.1, the Author of the Trust, executed an Amendment to the Trust Deed dated 23-09-2025, reconstituting the Trust by appointing Defendant Nos.2, 4, 5, and Sri Buddha Prasad as Life Trustees. The said amendment was duly executed, registered, and widely

published. Thereafter, by majority resolution, Plaintiff No.2 and Smt. Padmavathi were removed as Trustees, and a Supplementary Deed dated 23-10-2025 was registered. Plaintiff No.2 is fully aware of the said removal and has challenged the same in O.S. No.7703/2025, which is pending.

**e.** Defendant No.5 has never resigned nor been lawfully removed and continues to be a Life Trustee. Plaintiff No.2 has no right, title, or authority to represent himself as a Trustee or interfere with the Trust's administration. The suit for bare injunction filed by Plaintiff No.2 is false, vexatious, and an abuse of process of law. Defendant No.5 has already initiated proceedings in O.S. No.7703/2025, seeking criminal action and forensic examination of the forged resignation letter. Hence, Defendant No.5 prays for: dismissal of the application for injunction; declaration that Defendant No.5 is the subsisting Life Trustee of Plaintiff No.1 Trust; declaration that the Trust Deed dated 17-04-2021 and Amendment Deed dated 13-10-2025 are null and void and not binding; and permanent injunction restraining Plaintiff No.2 from falsely representing himself as Trustee, by way of counter-claim.

**6.** I have heard the arguments of the plaintiff and defendant Nos. 3 and 6. Despite being given an opportunity, defendant Nos. 1, 2, 4, and 5 have not advanced their arguments on I.A. No. I. I have perused the material on record.

**7.** The points that arise for consideration of this Court are as under:

**POINTS**

1. Whether the plaintiffs have made out a prima facie case for grant of temporary injunction as prayed in I.A. No. I ?
  2. Whether the balance of convenience lies in favour of the plaintiffs?
  3. Whether the plaintiffs will suffer irreparable loss and hardship if the temporary injunction is not granted
  4. What Order?
- 8.** The findings of this on above Points are as under:

Point No.1 : In the affirmative

Point No.2 : In the affirmative

Point No.3 : In the affirmative

Point No.4 : As per final order for the following;

**:: REASONS ::**

**9. Points No.1 to 3:** Since all the three essential elements — *prima facie* case, balance of convenience, and irreparable hardship — are closely interrelated and interconnected, they are being considered together for the purpose of adjudication.

**10.** The present suit has been filed by the plaintiff Trust seeking a decree of perpetual injunction against the defendants. Along with the suit, the plaintiff Trust has filed an interlocutory application seeking an interim order

restraining the defendants from trespassing upon, interfering with, or in any manner disturbing the affairs, activities, management, and administration of the plaintiff Trust and its properties, pending disposal of the suit.

**11.** It is the case of the plaintiffs that Plaintiff No.1 is a Trust engaged in running educational institutions in Bengaluru, and Plaintiff No.2 is the sole Trustee of the said Trust, actively managing and administering its day-to-day affairs. According to the plaintiffs, the defendants are former Trustees of the Trust who have tendered their resignations and ceased to have any role in its administration. Despite this, the defendants are allegedly causing obstruction and interference in the day-to-day functioning, management, and enjoyment of the Trust properties. Under these circumstances, the plaintiff Trust has been constrained to institute the present suit seeking appropriate reliefs.

**12.** Upon perusal of the material on record and the documents produced by both parties, it appears that Defendant No.1 is the Founder of the plaintiff Trust, and Defendant Nos.2 and 4 were appointed as Life Trustees with effect from 23-06-1990. Thereafter, on 14-06-2001, both Life Trustees, namely Defendant Nos.2 and 4, tendered their resignations from the post of Life Trustees, which were duly accepted by the plaintiff Trust pursuant to a resolution dated 30-06-2001.

**13.** Consequent upon their resignation, Defendant No.3 was inducted as a Life Trustee, and the Trust Deed was

amended on 04-08-2001 by executing a registered Amendment to the Trust Deed. Subsequently, Defendant No.3 resigned from the post of Life Trustee on 17-08-2019, and the corresponding amendment to the Trust Deed was duly registered. Thereafter, Defendant No.5 was appointed as a Life Trustee on 01-03-2016 pursuant to an amendment to the Trust Deed. Further, on 17-04-2021, Smt. Padmavathi Krishna was appointed as Life Trustee in place of Sri Karthik Krishna, who is stated to have resigned on the same date.

**14.** In view of the above sequence of events and upon careful examination of the Trust Deed and its subsequent amendments, it prima facie appears that, as on date, the defendants are not Trustees of the plaintiff Trust and do not have any subsisting right.

**15.** It is significant to note that the defendants themselves have instituted a comprehensive suit in O.S. No. 5509/2025 before the competent Civil Court against the present plaintiffs. In the said suit, the defendants have sought a declaration that they continue to be the lawful Trustees of the plaintiff Trust and that their alleged removal is illegal, arbitrary, and void. The defendants have also specifically challenged the validity of the amendments to the Trust Deed dated 04-03-2013, 01-03-2016, 16-08-2019, 02-07-2020, and 17-04-2021, contending that the same are illegal and not binding upon them.

**16.** A perusal of the pleadings and records in O.S. No. 5509/2025 clearly indicates that the rights claimed by the

defendants are yet to be adjudicated and finally determined. As of today, there is no judicial declaration setting aside the registered Trust Deeds or the subsequent amendments. In law, a registered document carries a presumption of validity unless and until it is annulled or declared void by a competent court. Therefore, pending adjudication of the said declaratory suit, the registered Trust Deeds and their amendments continue to hold the field and govern the administration of the plaintiff Trust.

**17.** Further, the material placed on record in the present proceedings discloses that Plaintiff No.2 has been actively managing the affairs of the plaintiff Trust. It is evident that Plaintiff No.2 has taken substantial steps to protect the financial interests of the Trust, including participating in negotiations for settlement of liabilities and entering into a lawful compromise in O.S. No. 759/2023, which culminated in a compromise decree dated 01-10-2024. The said compromise was instrumental in clearing the loans and liabilities of the Trust, thereby safeguarding the Trust properties from coercive recovery proceedings.

**18.** The records further reveal that the suit schedule properties stand in the name of the plaintiff Trust, and there is no material produced by the defendants to show that the Trust has been divested of its ownership or that Plaintiff No.2 has been restrained by any competent court from managing the Trust. On the contrary, the conduct of Plaintiff No.2 in continuing to discharge the financial obligations of the Trust

and maintaining its properties demonstrates effective and continuous management.

**19.** Considering the chronological sequence of events, the registered Trust Deeds and amendments, and the pendency of the declaratory suit filed by the defendants, this Court is of the prima facie view that, as on the date of institution of the present suit, Plaintiff No.2 was in control and management of the affairs and properties of the plaintiff Trust. The defendants' claim to trusteeship remains sub judice and cannot, at this stage, override the apparent legal status flowing from the registered documents.

**20.** In matters concerning Trust properties, the paramount consideration of the Court is preservation of the Trust and its assets. Any interference by persons whose rights are yet to be adjudicated may result in irreparable loss and disruption to the functioning of the Trust. The plaintiffs have, therefore, succeeded in establishing a prima facie case. The balance of convenience also lies in favour of the plaintiffs, as maintaining the status quo and protecting the Trust properties would prevent unnecessary complications pending final adjudication. Further, any interference with the Trust properties at this stage would cause irreparable injury, which cannot be adequately compensated by damages. For all the aforesaid reasons, it becomes the duty of this Court to extend protection to the plaintiff Trust and its properties until the rights of the parties are finally adjudicated in the pending suits. **Accordingly, this Court answers Points No. 1 to 3 in the Affirmative,**

**21. Point No.4:** In light of the above observations, this Court proceeds to pass the following order;

**-:: ORDER ::-**

**I.A. No. I, filed under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure, 1908, by the plaintiff, is hereby allowed on the following terms:**

**The defendants, along with their agents, representatives, servants, or any person acting under their direction or control, are restrained from interfering with, obstructing, or in any manner disturbing the management, administration, or functioning of the plaintiff's Trust and its properties until the disposal of the suit.**

**No order as to cost.**

**For written statement of defendant No.1 to 4 and 6.**

**For written statement of plaintiffs to the counter claim of defendant No.5.**

**Call on 23-01-2026**

(Dictated to the Stenographer directly on computer, typed by her, corrected by me and then pronounced in open Court on this **18<sup>th</sup> day of December 2025**)

**Vishwanath Savadi  
Civil Judge and JMFC,  
Krishnarajapuram.**

**19-12-2025**

**Order pronounced in open court vide separate order by  
passing the following :**

**ORDER**

**I.A. No. I, filed under Order XXXIX  
Rules 1 and 2 read with Section 151 of  
the Code of Civil Procedure, 1908, by the  
plaintiff, is hereby allowed on the  
following terms:**

**The defendants, along with their  
agents, representatives, servants, or any  
person acting under their direction or  
control, are restrained from interfering  
with, obstructing, or in any manner  
disturbing the management,  
administration, or functioning of the  
plaintiff's Trust and its properties until  
the disposal of the suit.**

**No order as to cost.**

**For written statement of defendant  
No.1 to 4 and 6.**

**For written statement of plaintiffs to  
the counter claim of defendant No.5.**

**Call on 23-01-2026**

Savadi  
JMFC,

Vishwanath  
Civil Judge and  
Krishnarajapuram

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