

**IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE,
COIMBATORE**

Present: **Tmt. G. VIJAYA, B.A., M.L., PGDCFS**
Principal District Judge, Coimbatore.

Thursday, this the 30th day of April, 2026

(திருவள்ளூர்வராண்டு, 2057, பராபவ ஆண்டு சித்திரை திங்கள் 17-ஆம் நாள் வியாழக்கிழமை)

Original Suit No.1309/2025
(CNR No.TNCB010038322025)

M/s.Patengemeinschaft for Hungering
Children, Rep. by its President
Baby Paul

... Plaintiff

//vs//

Mrs. Suganthi JSP

... Defendant

This suit is coming on 11-03-2026 for final hearing before this Court, in the presence of **Tvl.T.Kuppamuthu and S.Senthil Murugan**, Advocates for the Plaintiff and of **Thiru.M.Gnanaprakash**, Advocate for the Defendant and upon hearing both side arguments, perusing the plaint and other connected records, having stood over for consideration, this Court delivers the following:-

JUDGMENT

The plaintiff has filed the present suit, praying to grant permission to the Plaintiff Charitable Society to sell the suit properties to the defendant on the terms set out in the agreement for sale dated 02-04-2025.

2. Averments stated in the plaint are as follows:-

(i) The plaintiff namely Patengemeinschaft for Hungering Children, Registered under Travancore - Cochin Literary Scientific and Charitable Societies Registration Act XII of 1955 on 23-01-1981 by its Registration No.ER/20/81.

(ii) The main object of the Plaintiff Charitable Society is that;

(a) The main object of the society is to help the poor and starving children who are living in a children home, for their food, education and dress.

(b) To establish and run destitute home, day care Centre, medical centers etc., for the poor and the tribal children by acquiring land and building by purchase, taking on lease or rent or otherwise, and / or by associating with other similar charitable associations, societies, and / or by taking over the assets and liabilities of similar charitable Associations, or societies which extend their willingness to do so voluntary.

(c) To provide medical aid, food, shelter, sanitation and drinking water to poor and tribal people by adopting or developing their villages or in any other manner.

(d) To provide assistance to poor children / youth for imparting vocational training and for job oriented courses by establishing Institutions or by any other manner.

(e) The Society shall not function in the nature of conducting any business activity and not for the purpose of profits, it should be complied with section 11(4) and 80(5) of the Income Tax Act, 1961 and others.

(iii) The Plaintiff Charitable Society purchased Item I of the suit property as per the sale deed, dated 19-08-2005 vide Doc.No.2643/2005 and Item II of the suit property as per the sale deed dated 24-08-2005 vide Doc.No.2755/2005, in SRO Thondamuthur, Coimbatore. The Plaintiff Charitable Society is in possession and enjoyment of the property as absolute owner.

(iv) The 1st item of the suit property is dry land which is not yield any income and there is no possible for doing agricultural activities and further IInd item of the suit property is also a dry land which is not yield any income and there is no possible for doing agricultural activities and the RCC building in the IInd item is left as un-care and not able to maintain by the Plaintiff. The Plaintiff Charitable Society is origin at Ernakulam District Kerala State. The Plaintiff Charitable Society is functioning at Kerala State and the plaintiff society is not

able to maintain the suit properties in good condition, hence, the suit properties left un-care and no person is there to take care of the suit properties and no income is generated from the suit properties.

(v) With all this in mind, the Committee members of the Plaintiff Society at their meeting held on 11-10-2024, decided to sell the suit properties in order to meet out the very obligation of the Charitable Society. The sale price of the suit property will definitely help to meet out the obligation of the plaintiff charitable society. Having arrived at such agreement, the plaintiff society approached the prospective buyer under the agreement dated 02-04-2025.

(vi) The Plaintiff Charitable Society in order to generate income for the welfare and further development of the society has entered an agreement for sale dated 02-04-2025 with the defendant. The defendant herein also agreement to purchase the suit properties for a sum of Rs.2,31,60,000/- and the sale consideration fixed for the suit properties is a good price and the sale consideration will help full to meet out the obligation of the Plaintiff society and there is no breach or malafide intention for disposing the suit properties, subject to this Court granting permission in that regard. The defendant is always ready and willing to perform the terms of the above mentioned agreement for sale dated 02-04-2025 and also ready to obey any conditions imposed by this Court. Hence, the present suit.

3. On 20-02-2026, the learned counsel for the defendant filed a Memo stating that this defendant has no objection to allow the suit.

4. Since the defendant has no objection to allow the suit, there is no triable issue.

5. **Point for consideration in this suit is that**, whether permission is to be given to the Plaintiff Charitable Society to sell the petition mentioned property to the defendant as prayed for?"

POINT:-

6. In support of the case of the plaintiff, the President of the Plaintiff Charitable Society namely Thiru.Baby Paul was examined as P.W.1 and 8 documents have been marked as Ext.A-1 to Ext.A-8. No oral and documentary evidence was adduced on the side of the defendant.

7. This present suit has been filed by the plaintiff Charitable Society, praying to grant permission to sell the petition mentioned property to the defendant.

8. The case of the Plaintiff Charitable Society is that, the plaintiff namely Patengemeinschaft for Hungering Children, Registered under Travancore -

Cochin Literary Scientific and Charitable Societies Registration Act XII of 1955 on 23-01-1981 by its Registration No.ER/20/81. The said document has been marked as **Ext.A-1**. The main object of the Plaintiff Charitable Society is that;

(a) The main object of the society is to help the poor and starving children who are living in a children home, for their food, education and dress.

(b) To establish and run destitute home, day care Centre, medical centers etc., for the poor and the tribal children by acquiring land and building by purchase, taking on lease or rent or otherwise, and / or by associating with other similar charitable associations, societies, and / or by taking over the assets and liabilities of similar charitable Associations, or societies which extend their willingness to do so voluntary.

(c) To provide medical aid, food, shelter, sanitation and drinking water to poor and tribal people by adopting or developing their villages or in any other manner.

(d) To provide assistance to poor children / youth for imparting vocational training and for job oriented courses by establishing Institutions or by any other manner.

(e) The Society shall not function in the nature of conducting any business activity and not for the purpose of profits, it should be complied with section 11(4) and 80(5) of the Income Tax Act, 1961 and others.

9. The further case of the Plaintiff Charitable Society is that, the Plaintiff Charitable Society purchased Item I of the suit property as per the sale deed, dated 19-08-2005 vide Doc.No.2643/2005 and Item II of the suit property as per the sale deed dated 24-08-2005 vide Doc.No.2755/2005, in SRO Thondamuthur, Coimbatore. The Plaintiff Charitable Society is in possession and enjoyment of the property as absolute owner. The above said two sale deeds have been marked as **Ext.A-4 and Ext.A-5.**

10. The further case of the Plaintiff Charitable Society is that, the 1st item of the suit property is dry land which is not yield any income and there is no possible for doing agricultural activities and further IInd item of the suit property is also a dry land which is not yield any income and there is no possible for doing agricultural activities and the RCC building in the IInd item is left as un-care and not able to maintain by the Plaintiff. The Plaintiff Charitable Society is origin at Ernakulam District Kerala State. The Plaintiff Charitable Society is functioning at Kerala State and the plaintiff society is not able to maintain the suit properties in good condition, hence, the suit properties left un-care and no person is there to take care of the suit properties and no income is generated from the suit properties.

11. The further case of the Plaintiff Charitable Society is that, with all this in mind, the Committee members of the Plaintiff Society at their meeting held on

11-10-2024, decided to sell the suit properties in order to meet out the very obligation of the Charitable Society. The said Bye-law has been marked as **Ext.A-4**. The sale price of the suit property will definitely helps to meet out the obligation of the plaintiff charitable society. Having arrived at such agreement, the plaintiff society approached the prospective buyer under the agreement dated 02-04-2025.

12. The further case of the Plaintiff Charitable Society is that, the Plaintiff Charitable Society in order to generate income for the welfare and further development of the society has entered an agreement for sale dated 02-04-2025 with the defendant. The said agreement for sale has been marked as **Ext.A-2**. The defendant herein also agreement to purchase the suit properties for a sum of Rs.2,31,60,000/- and the sale consideration fixed for the suit properties is a good price and the sale consideration will help full to meet out the obligation of the Plaintiff society and there is no breach or malafide intention for disposing the suit properties, subject to this Court granting permission in that regard. The defendant is always ready and willing to perform the terms of the above mentioned agreement for sale dated 02-04-2025 and also ready to obey any conditions imposed by this Court and hence, the plaintiff society has filed the present suit.

13. The defendant has no objection to allow the suit.

14. This Court has considered the submissions and perused the documents marked. The President of the Plaintiff Charitable Society namely Thiru.Baby Paul has been examined as P.W.1 and 8 documents have been marked.

15. P.W.1 has deposed that he is the President of the Plaintiff Charitable Society. The Plaintiff Charitable Society namely Patengemeinschaft for Hungering Children, Registered under Travancore - Cochin Literary Scientific and Charitable Societies Registration Act XII of 1955 on 23-01-1981 by its Registration No.ER/20/81. Ext.A-1 proves the same. P.W.1 has further deposed that, the main object of the Plaintiff Charitable Society is to; (i) help the poor and starving children who are living in a children home, for their food, education and dress; (ii) establish and run destitute home, day care Centre, medical centers etc., for the poor and the tribal children by acquiring land and building by purchase, taking on lease or rent or otherwise, and / or by associating with other similar charitable associations, societies, and / or by taking over the assets and liabilities of similar charitable Associations, or societies which extend their willingness to do so voluntary; (iii) provide medical aid, food, shelter, sanitation and drinking water to poor and tribal people by adopting or developing their villages or in any other manner; (iv) provide assistance to poor children / youth for imparting vocational training and for job oriented courses by establishing Institutions or by any other manner and the Society shall not function in the nature of conducting any business activity and

not for the purpose of profits, it should be complied with section 11(4) and 80(5) of the Income Tax Act, 1961 and others.

16. P.W.1 has further deposed that, the Plaintiff Charitable Society purchased Item I of the suit property as per the sale deed, dated 19-08-2005 vide Doc.No.2643/2005 and Item II of the suit property as per the sale deed dated 24-08-2005 vide Doc.No.2755/2005, in SRO Thondamuthur, Coimbatore. The Plaintiff Charitable Society is in possession and enjoyment of the property as absolute owner. Ext.A-4 and Ext.A-5 prove the same. P.W.1 has further deposed that, the 1st item of the suit property is dry land which is not yield any income and there is no possible for doing agricultural activities and further IInd item of the suit property is also a dry land which is not yield any income and there is no possible for doing agricultural activities and the RCC building in the IInd item is left as un-care and not able to maintain by the Plaintiff. The Plaintiff Charitable Society is origin at Ernakulam District Kerala State. The Plaintiff Charitable Society is functioning at Kerala State and the plaintiff society is not able to maintain the suit properties in good condition, hence, the suit properties left un-care and no person is there to take care of the suit properties and no income is generated from the suit properties.

17. P.W.1 has further deposed that, with all this in mind, the Committee members of the Plaintiff Society at their meeting held on 11-10-2024, decided

to sell the suit properties in order to meet out the very obligation of the Charitable Society. Ext.A-4 proves the same. The sale price of the suit property will definitely helps to meet out the obligation of the plaintiff charitable society. Having arrived at such agreement, the plaintiff society approached the prospective buyer under the agreement dated 02-04-2025.

18. P.W.1 has further deposed that, the Plaintiff Charitable Society in order to generate income for the welfare and further development of the society has entered an agreement for sale dated 02-04-2025 with the defendant. Ext.A-2 proves the same. The defendant herein also agreement to purchase the suit properties for a sum of Rs.2,31,60,000/- and the sale consideration fixed for the suit properties is a good price and the sale consideration will help full to meet out the obligation of the Plaintiff society and there is no breach or malafide intention for disposing the suit properties, subject to this Court granting permission in that regard. The defendant is always ready and willing to perform the terms of the above mentioned agreement for sale dated 02-04-2025 and also ready to obey any conditions imposed by this Court and prays to grant permission to the plaintiff society to sell the suit properties to the defendant as per the terms set out in the agreement for sale dated 02-04-2025.

19. Though no one has come forward to oppose the case of the plaintiff, this Court is having the duty to verify whether the sale price fixed by the plaintiff is

a fair one or not? While analyzing on that aspect, according to the plaintiff, the suit properties are dry lands which are not yield any income and there is no possible for doing agricultural activities and the RCC building in the IInd item is left as un-care and not able to maintain by the Plaintiff and the Plaintiff Charitable Society is origin at Ernakulam District Kerala State and is functioning at Kerala State and the plaintiff society is not able to maintain the suit properties in good condition and hence, it is just and necessary to sell the suit properties in order to meet out the object of the plaintiff charitable society.

20. On perusal of plaint schedule, there are two items of properties i.e., Item No.1 and Item No.2. Both Item No.1 and Item No.2 properties are situated in S.F.No.55/2 of Devarayapuram Village. Item No.1 is agricultural land property of an extent of dry Acre 1.00. Item No.2 is the agricultural land property of an extent of Acre 0.93 with 6152 Sq.ft of RCC Building with all amenities, Cement Shed, with including kitchen items, tables, chairs, beds, cots, fan, electricity service connection, water connection and its deposits and bore well with motor etc.,. The defendant agreed to purchase the above said two Items of properties to sale consideration of **Rs.2,31,60,000/-** [Rupees Two Crore Thirty One Lakhs and Sixty Thousand only]. The plaintiff entered into an agreement for sale with the defendant on 02-04-2025 to sell the suit schedule properties for a total sale consideration of **Rs.2,31,60,000/-**.

21. The plaintiff has produced the guide line value of the suit properties and the same has been marked as **Ext.A-8**. As per the guide line value - Ext.A-8, the value of one acre in S.F.No.55/2 Devarayapuram is Rs.10,00,000/-. The suit properties comprised two items i.e., Item No.1 is having an extent of Acre 1.00 and the Item No.2 is having an extent of Acre 0.93. If that is so, the value of land [including two items] comes around Rs.19,30,000/-. Further from the schedule of properties mentioned in the plaint, it appears that there is a RCC building comprising 6152 Sq.ft with all amenities, Cement Shed, with including kitchen items, tables, chairs, beds, cots, fan, electricity service connection, water connection and its deposits and bore well with motor etc., In this context, the plaintiff has produced valuation report along with photographs of the RCC building, issued by Chartered Engineer, regarding the above said RCC building which is situated in IInd item of the property. As per the said valuation report, the market value of the land is **Rs.70,00,000/-** [Rupees Seventy Lakhs only] and estimate of the land is **Rs.1,35,10,000/-** [Rupees One Crore Thirty Five Lakhs and Ten Thousand only]. Further the RCC building contains ground floor and first floor. The total value of the building is **Rs.93,62,440/-** and accordingly as per the valuation report the total value of the property i.e., value of land and value of the building comes around **Rs.2,28,72,440/-** [Rupees Two Crores Twenty Eight Lakhs Seventy Two Thousand Four Hundred and Forty only]. In the above said circumstance, the defendant is agreed to purchase the property for a sale consideration of **Rs.2,31,60,000/-**. Taking into consideration of the

above, this Court comes to the conclusion that the sale price agreed by the plaintiff and the defendant is a fair and market price prevailing in the locality of the suit property. Further in this case, the defendant has no objection to allow the suit. Taking into considering all the above said circumstance, this Court has satisfied with the reason assigned by the plaintiff Charitable Society to sell the suit schedule properties. Accordingly, this Court is inclined to allow the case of the plaintiff and thereby permission is to be granted to the Plaintiff Charitable Society to sell the suit properties to the defendant. Point is answered accordingly.

In the result, this suit is decreed with the following conditions:

1. Permission is granted to the Plaintiff Charitable Society to sell the suit schedule properties to the defendant for a total sale consideration of **Rs.2,31,60,000/-** (Rupees Two Crores Thirty One Lakhs and Sixty Thousand only) as per terms set out in the agreement for sale, dated 02-04-2025.
2. The sale proceeds shall be utilized to carry out the objects of the Plaintiff Charitable Society.
3. The sale process shall be completed within six months from the date of this order.
4. The Plaintiff Charitable Society is directed to submit the copy of the sale deed to this Court, within 30 days from the date of sale deed.

5. The Plaintiff Charitable Society shall maintain true and proper account of the sale proceeds.
6. The Plaintiff Charitable Society shall follow the above conditions scrupulously.
7. No cost.

This Judgment is dictated directly to steno-typist, typed by her, corrected and pronounced by me in the open Court on the 30th day of April, 2026.

PRINCIPAL DISTRICT JUDGE,
COIMBATORE.

LIST OF EXHIBITS MARKED

FOR THE PLAINTIFF'S SIDE:-

Ext.A-1	23-01-1981	Translated document of the registration document in respect of the Plaintiff Charitable Society (Notarized true copy)
Ext.A-2	02-04-2025	Agreement for sale entered between the plaintiff charitable society and the defendant (original)
Ext.A-3	11-10-2024	Resolution passed in the Plaintiff Charitable Society (photocopy).
Ext.A-4	19-08-2005	Sale deed stands in the name of the Plaintiff Charitable Society in respect of purchase of Item No.1 of the property (SRO copy)
Ext.A-5	24-08-2005	Sale deed stands in the name of the Plaintiff Charitable Society in respect of purchase of Item No.2 of the property (SRO copy)
Ext.A-6	07-09-2024	Plaintiff Charitable Society's amended Bye-law (photocopy which contains the signature of the Registrar of Societies, Ernakulam, Cochin -11.)

Ext.A-7	---	Photocopy of the Aadhaar card of P.W.1.
Ext.A-8	---	Guide line value of the suit properties (computer downloaded printout)

FOR THE DEFENDANT'S SIDE:

NIL

LIST OF WITNESSES EXAMINED

FOR THE PLAINTIFF'S SIDE:

P.W.1 Thiru.Baby Paul
(President of the Plaintiff Charitable Society)

FOR THE DEFFENDANT'S SIDE:

NONE

PRINCIPAL DISTRICT JUDGE,
COIMBATORE.

//True copy//

Draft Judgment in
O.S.No.1309/2025
Dated:30-04-2026.