

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, NAMAKKAL.

**Present:- Thiru. R. Gurumurthy, B.Sc.,B.L.,
Principal District Judge,
Namakkal.**

Wednesday, the 18th day of March 2026

ORIGINAL SUIT No. 443/2025

(CNR. No.TNNM01-001865-2025)

1. Joseph Chellamuthu Educational Trust,
represented by S. Kaushikprabhu

2. K. Saravanan

3. R. Gobi

.. Plaintiffs

/vs/

NIL

.. Defendant

This suit came up for final hearing on 03.03.2026 before me in the presence of Thiru. S. Anandha Babu, counsel appearing for the plaintiffs and No objectors have appeared despite effecting general notice and paper publication and upon hearing plaintiffs' side and on perusal of case records, this court delivers the following

J U D G M E N T

This suit has been filed by the plaintiffs seeking permission to sell the suit properties, and to pass such further or other orders as this Hon'ble court may be just, proper and necessary in the circumstances of the case.

2. Brief facts of the plaint averments would read as follows:

The first plaintiff Public Trust, viz., Joseph Chellamuthu Educational Trust, was founded by ten members, and started functioning at No.31, Palaniappa Nagar, Salem, as per the Trust Deed dated 06.02.1989 registered under Document No.55 of 1989, in Book-IV, Volume 156, on the file of the District Registrar, Salem. Subsequently, on 05.07.1991, 16.03.1994, 04.08.2005, 26.04.2006, 11.03.2008, and

on 05.07.2023, the Supplemental Deed of Declaration were executed by the trustees of the Trust. One of the trustees, viz., C. Sulochana, 78 years old, gave her resignation letter on 30.08.2023 requesting to relieve her from the Trust due to her old age and family circumstances. Her resignation was accepted by the resolution of the Board of Members of the Trust on 10.09.2023, and she was relieved from her post in the Trust on the A.N. of 10.09.2023. Thereafter, the trust was reconstituted with the available trustees for its management without executing any deed in writing and they shall hold the office for their life or until they resign from the responsibilities and the details of the reconstituted trustees and their designation are as follows:-

- (i) Mr. S. Kaushik Prabhu – Chairman
- (ii) Mr. K. Saravanan -- Secretary
- (iii) Mr. R. Gopi – Treasurer (the petitioner herein)

The object of the Trust is to establish, maintain, run, develop, extend, grant donations for and to aid and assist in the maintenance, running, development, improvement and extension of general and technical education or other art, craft and science schools, colleges and institutions, hostels, orphanages, poor homes, feeding centres, nurseries, libraries, etc. To provide and / or render monetary and / or other help and assistance for the relief for persons and animals affected by natural and other calamities such as flood, fire and famine, cyclone, earthquake, storm, accident, pestilence, drought, to give donations, subscriptions or contributions on such occasions. The trustees may from time to time frame schemes, rules and regulations to carry out the objects of the trust and for managing the affairs of the trust.

2.1. In furtherance of the above said objects, the trustees shall have power and authority to do the following namely, To acquire, purchase, hold, taken on lease or hire any property building, land securities, shares and any other moveables or immovable property, and to sell, mortgage, pledge, let out lease or hire or otherwise dispose of the above said properties and other properties belonging to the trust. To borrow from time to time for the purpose of the trust such sum or sums of money at such interest, for such period and on such terms with or without security, moveable or immovable, as the trustees may think fit and to secure payment thereof with interest by mortgage or by bond, or other negotiable securities. To accept donations, contributions, gifts by way of money property or business undertaking including the taking over and carrying on of such business either by way of addition to the trust funds generally or for any one or more of the specified object of the trust. The trustees shall maintain accounts of the trust regularly and the annual accounts shall be audited by a Chartered Accountant. The fiscal year of the trust shall be first April to Thirty First March following. It shall be open to the chairman to appoint paid employees for these institutions. All those employees shall be appointed by the chairman and the chairman shall have the power to appoint them or remove them or dismiss them and all such administrative actions of the chairman so far as these institutions are concerned shall be binding on the Board of Trustees. The Chairman shall have powers to borrow on behalf of the trust and such borrowings will bind the properties of the trust through it will not bind the other trustees personally unless the other trustees guarantee each loan specifically. The bank account or accounts will be

jointly operated by the Chairman and the Treasurer.

2.2. The Board Members to pass further resolutions to modify any of the terms of this trust and also shall be open to them execute other deeds and register them to amend any of the provisions in this deed. Whereas, in the supplementary trust deed, any vacancy due to death or voluntary resignations of trustees shall be filled up by the legal heirs of the trustees or on a majority of the trustees opinion and appoint new trustees. The number of the Board of Trustees may be increased from time to time but not more than 9 trustees.

2.3. On 18.09.1989, the Trustee-cum-Secretary Mrs. Sulochana purchased a land from one Sheik Ismail and the said deed was registered in Paramathy Sub-Registrar's Office in Book 1, Volume 1068 Page 263 to 266 as Document No.582/1989. The above-said Sulochana, who was the permanent Secretary of Teacher Educational Institution, namely Joseph Chellamuthu Educational Trust, 31, Palaniappa Nagar, Salem, executed a gift settlement deed in favour of Joseph Chellamuthu, Teacher Educational Institution, Keerambur, Namakkal District and the same was registered at Sub-Registrar's Office, Paramathy as Document No.576/1992. The above-said property was mortgaged by the Secretary and other trustees in order to facilitate Educational Project Development on 04.12.2015 for Rs.2,00,00,000/- and then it was settled on 22.09.2023 by the said Sulochana. As already stated above, since the said Sulochana, who was the then Director of the Trust, resigned her post on 31.08.2023, the plaintiffs have been doing their service as Chairman, Secretary and Treasurer, respectively.

2.4. The suit properties are situated at Keerambur Village in S.F. Nos.287/2A, 297/2B, 287/3A and 287/3B, to an extent of 2.90 Hectares, equivalent to 7.163 acres, approximately. The suit properties are dry lands and not included in ayacut. Only punja crops can be raised if there is rain. Therefore, the land remained uncultivated in most of the years. For the past 35 years, there has been no cultivation for want of sufficient water supply. The lands are also on higher level. The superstructure is also more than 35 years old and now it is in a highly dilapidated condition. For want of funds, the Trustees are unable to carry out repairs to the old building, and even white washing is not possible.

2.5. It is further stated that normal expenditure for the institution was steadily increasing. The trustees have to obtain funds from third parties and to perform expenses and there are no fixed deposits or fixed income for the Trust on which they can depend for the performance and welfare of the Trust. There is frequent nuisance during night times and unruly elements encroach upon the open land and the cost for putting up a compound wall will be very high and the Trust has no funds to meet the same. Hence, it is just and necessary to permit the plaintiff trust to sell the suit properties for the accomplishment of its objects.

3. The plaintiffs were granted leave to institute this suit as per order in I.A. No.1/2025, dated 11.08.2025 filed under Section 92 of Civil Procedure Code.

4. The point for consideration:

Whether the 1st plaintiff trust is entitled to permission to sell the suit properties for the purpose of achieving its objects as prayed for?

5. Thiru. S. Kaushik Prabhu, the current Chairman of the 1st plaintiff Trust was examined as PW.1 and Ex.A.1 to Ex.A.14 were marked. NIL Defendant in this case. There have been no objectors despite issuance of general notice and paper publication.

6. **Point:**

Plaintiffs' side heard. I have gone through the materials available on record.

7. The present Chairman of the 1st plaintiff Trust, viz. S. Kaushik Prabhu, who was examined as PW.1, has reiterated the plaint averments during his evidence. Upon perusal of Ex.A.1, the Deed of Trust, it is seen that the 1st plaintiff Trust, viz., "Joseph Chellamuthu Educational Trust", was founded on 06.02.1989, by (1) Arputhamani Ammal W/o. Late L. Joseph Chellamuthu, (2) C. Sulochana W/o. K. Jayaraman, (3) C. Jothi Jayakumar, S/o. Joseph Chellamuthu, (4) K. Dharmaraj, S/o. L. Kaliph, (5) K. Abraham S/o. L. Kaliph, (6) K. Joseph S/o. Krubaidass, (7) J. Paul Issack S/o. L. Jayanandham, (8) Paster Rajendran S/o. K. Masilamani, (9) D. Jayaseelan, S/o. Devasahayam, and (10) J. Nalini Parimala W/o. Dr. Jayaseelsan, who are all close relatives, with a contribution of Rs.1,000/- each, for the purpose of spreading education especially among the Christian Women (Converted from Scheduled Castes) by establishing institutions like Secondary Grade Teachers Training Institute, Tailoring institute, Hindi Tuition Centre, Matriculation School and any other educational institutions, and among the above trustees, No.1 shall be the President and No.2 shall be the Secretary of the Trust. The Trust started functioning in the premises of the Secretary (No.2) for the time being at Door No.31, Palaniappa

Nagar, Salem-7, till the Trust is able to find its own building. It is seen from **Ex.A.2**, Supplemental Deed of Declaration dated 05.07.1991, that the objects of the Trust have been defined in conformity with the provisions under Income Tax Act, whereby, the objects of the Trust have been broadly defined, extending to the general public also. It is seen from **Ex.A.3**, the Supplementary deed of declaration, dated 16.03.1994, that since the trustees Nos.3 to 10 in the original Deed of Trust dated 06.02.1989 had resigned their trusteeship, it was resolved to co-opt persons beyond family members, provided that they should take up works connected with social activities and it was also resolved to appoint the following persons as permanent trustees of the Trust viz., (1) Mrs. Arputhamani Ammal, (2) C. Sulochana, (3) J. Sujatha, (4) Dr. K. Suseela W/o. Jothi Jayakumar, and (5) Mrs. Suseela Chandra Kantham. It was also resolved that the permanent trustees may co-opt additional trustees to the Board not exceeding five including permanent trustees totalling 10 in number. Accordingly, two persons were co-opted as trustees viz., (1) P. Koilraj, and (2) E. Thomas Tholkappian. It is seen from **Ex.A.4**, Third Supplemental Deed of Declaration, dated 04.08.2005, that the original trustees namely, (1) Mrs. Arputhamani Ammal, (2) Dr. K. Suseela, (3) Mrs. Suseela Chandrakantham, and (4) Mr. E. Thomas Tholkappian resigned their trusteeship, and it was resolved that the following persons shall be the permanent trustees of the trust, viz., (1) C. Sulochana, (2) J. Sujatha, (3) P. Koilraj, (4) B.T. Kumar, (5) B.T. Rajavel, and (6) C. Suresh. Among them, since, Mrs.C. Sulochana, resigned her post of Secretary, she was appointed as Financial Trustee, and B.T. Kumar was appointed as the Chairman. It is

seen from **Ex.A.5**, Supplemental Deed of Trust, dated 26.04.2006, that since the newly co-opted trustees under Ex.A.4, viz., B.T. Kumar, B.T. Rajavel, and C. Suresh, resigned their trusteeship, the following three members were inducted as trustees viz., (1) J. Sujithira, (2) A. Palaniappan, and (3) A. Madhanagopal. Among the trustees, Mrs. J. Sujithira, shall be the Chairman/President; (2) Mrs. Sulochana, shall be the Secretary; (3) A. Madhanagopal, shall be the treasurer; (4) J. Sujatha, and (5) P. Koilraj, shall be the Managing Trustees of the Trust, and they shall hold office for life or until they resign from the responsibilities. It is seen from **Ex.A.6**, Supplemental Deed of Trust, dated 11.03.2008, that resignation of the trustees, viz., A. Madhanagopal, was accepted, and the responsibilities of the Board of Trustees were reconstituted as follows:- (1) Mrs. J. Sujithira – Chairman, (2) Smt. C. Sulochana – Secretary; (3) Mr. P. Koilraj – Treasurer; (4) Dr. J. Sujatha – Managing Trustee. Further, it was declared as per the said supplementary deed that all the **objects mentioned in Ex.A.6, shall be treated as public and charitable**. It is seen from **Ex.A.7**, Supplemental Deed of Trust, dated 05.07.2023, that the trustees in the former supplementary deed, viz., (1) J. Sujatha. (2) M. Suchitra, and (3) P. Koilraj resigned their trusteeship on 31.03.2023, and hence, the following members were inducted as trustees of the 1st plaintiff trust viz., (1) S. Kaushik Prabhu, (2) K. Saravanan, (3) R. Gopi, w.e.f. 31.12.2022, and the Board of Trustees was re-constituted as follows:-

(1) Mr. S. Kaushik Prabhu – Chairman; (2) Mrs. C. Sulochana – Director; (3) K. Saravanan – Secretary; (4) R. Gopi – Treasurer, and they shall hold office for life or until they resign from the responsibilities. It is seen from **Ex.A.8**, Supplemental

Deed of Trust, dated 11.10.2023, that the resignation of Tmt. C. Sulochana, was accepted by the Board of Trustees, as per the resolution dated 10.09.2003 AN, and the following are the re-constituted Board of Trustees:

(1) Mr. S. Kaushik Prabhu – Chairman ; (2) Mr. K. Saravanan - Secretary; (3) Mr. R. Gopi – Treasurer, and they shall hold office for life or until they resign from the responsibilities. Thus, from Ex.A.1 to A.8, it is seen that the Joseph Chellamuthu Educational Trust is a public trust formed on 06.02.1989 at Salem, for the purpose of imparting education to the poor, downtrodden people by establishing schools, colleges, institutions, and hostels, besides orphanages, poor homes, feeding centres, nurseries, libraries, etc., and presently, Mr. S. Kaushik Prabhu is holding the post of Chairman ; (2) Mr. K. Saravanan is holding the post of Secretary; and (3) Mr. R. Gopi is holding the post of Treasurer.

8. The plaintiffs submitted that the petition mentioned property was purchased by Tmt. Sulochana, the then Trustee-cum-Secretary, by virtue of a sale deed, dated 18.09.1989, **Ex.A.12**. The said property was gifted by her in favour of Joseph Chellamuthu Educational Trust, under a Gift Settlement Deed, dated 19.05.1992 vide **Ex.A.13**. Subsequently, the said property was mortgaged under **Ex.A.9** Mortgage deed, dated 16.12.2015, and subsequently, the loan was discharged under **Ex.A.10** registered receipt, dated 22.09.2023. **Ex.A.11** is the Patta No.344 pertaining to the suit properties. **Ex.A.14** is the Oath given by C. Sulochana in favour of Kausik Prabhu, the Chairman, Joseph Chellamuthu Educational Institution, Keerambur, dated 30.09.2023.

9. According to the plaintiffs, the suit properties are situated at Keerambur Village in S.F. Nos.287/2A, 297/2B, 287/3A and 287/3B, to an extent of 2.90 Hectares, equivalent to approximately 7.163 acres. The suit properties are dry lands and not included in ayacut. Only punja crops can be raised if there is rain. Therefore, the land remained uncultivated in most of the years. For the past 35 years, there has been no cultivation for want of sufficient water supply. The lands are also on a higher level. The superstructure is also more than 35 years old and now in a highly dilapidated condition. For want of funds, the Trustees are unable to carry out repairs to the old building, and even white washing is not possible.

10. It is further stated that the normal expenditure for the institution is steadily increasing, and the trustees have to obtain funds from third parties, as the 1st plaintiff trust was not able to do anything in the suit property right from the date of purchase. It is the specific case of the plaintiffs that there is frequent nuisance during night times and unruly elements encroach upon the open land, and the cost for putting up a compound wall will be very high and the Trust has no funds to meet the same. Therefore, the 1st plaintiff Trust has no other way except to sell the suit property and spend the sale proceeds to achieve the objects of the Trust. Thus, it is clear from the documents filed by the plaintiffs that the sale of suit property which is unutilized property of the Trust, is necessary to achieve the object of the trust and for the benefit of the 1st plaintiff Trust.

11. For all the reasons stated above, this Court is of the considered view that the plaintiffs have made out valid ground for granting permission to sell the suit

properties which remain unutilized vacant land yielding no income, for the purpose of achieving the objects of the trust and for the benefit of the institutions run by the 1st plaintiff trust.

12. In order to ensure transparency and maximize the sale price, sale of Trust properties through public auctions are generally preferred. **The Hon'ble Supreme Court in R. Venugopala Nayudu and others /vs/ Venkatarayulu Nayudu Charities and others** has emphasized that the sale of Public Trust property should be conducted through public auction as the sale conducted through private negotiations would rise suspicion and should therefore be avoided. **The Hon'ble Supreme Court of India in Cyrus Rustom Patel /vs/ The Charity Commissioner Maharashtra, State & ors.** has observed that the properties of Public Trust shall not be sold through private negotiations unless in exceptional circumstances. Hence, in the light of the above decisions, the 1st plaintiff Trust may be permitted to sell the suit properties through Public auction in order to achieve the objects of the trust and for the best interest of the 1st plaintiff Trust.

13. Hence, for all the reasons stated above, this court is inclined to grant permission to the 1st plaintiff Trust to sell the suit properties through public auction with conditions and thus, this point is answered accordingly.

14. **In the result, the suit is decreed and the 1st plaintiff Trust is permitted to sell the suit properties with the following conditions:-**

(1) The 1st plaintiff Trust is permitted to sell the suit properties in the public auction through Advocate Commissioners.

(2) Thiru.A. **Gunasekaran**, (MS/444/1998) and Thiru. **K. Nandhakumar**, (MS/486/2003) are appointed as commissioners to sell the suit properties in public auction. Their remuneration is fixed at **Rs.1,00,000/- each** to be paid by the 1st plaintiff Trust directly to the commissioners, of which **Rs.50,000/- each** to be paid at the initial remuneration, and balance to be paid to them after completion of sale and filing report before this court by the commissioners;

(3) The Advocate commissioners can seek assistance of the qualified surveyor and Sub-Registrar concerned to measure the suit properties and to assess its market value and guideline value to fix the upset price;

(4) The upset price for the suit properties should be fixed based on the market value above the prevailing guideline value of the suit properties;

(5) The Advocate Commissioners shall effect publication in two local daily widely circulated in the Namakkal and Salem Districts of which one should be in English and another in Tamil for conducting public auction of the suit properties. The cost of the publication and remuneration of the Advocate Commissioners to be borne by the 1st plaintiff trust;

(6) After conducting the public auction sale, the Advocate Commissioners shall jointly file report to this court for confirmation of sale;

(7) The Advocate commissioners shall receive 10% of the sale price on the date of auction from the successful bidder by means of demand draft drawn in favour of Principal District Judge, Namakkal, to the account of the suit and deposit the same

into this court on the next working day and the successful bidder shall deposit the balance sale price into this court by way of demand draft or banker's cheque within 15 days from the date of auction sale. Thereafter, the sale will be confirmed in favour of the highest bidder and sale certificate will be issued on depositing sale certificate charges by the highest bidder.

(8) On such deposit of the entire sale price, the 1st plaintiff trust is entitled to withdraw the sale consideration lying in the court deposit in connection with this suit for achieving its objects and to run the 1st plaintiff trust without any financial crisis.

Dictated to the Steno typist, typed by him on computer, corrected and pronounced by me in the open court, on the 18th day of March 2026.

Principal District Judge,
Namakkal.

Appendix:-

List of Witnesses on the side of Plaintiffs :-

PW1 – Mr. Kaushik Prabhu

List of Exhibits on the side of Plaintiffs :-

Ex.A.1	06.02.1989	Deed of Trust of Joseph Chellamuthu Educational Trust registered on the file of the District Registrar, Salem, under Doc. No.55/1989 (Regn. copy)
Ex.A.2	05.07.1991	Supplemental deed of declaration of Joseph Chellamuthu Educational Trust registered on the file of the District Registrar, Salem, under Doc. No.526/1991 (Regn. Copy)
Ex.A.3	16.03.1994	Supplemental deed of declaration of Joseph Chellamuthu Educational Trust registered on the file of the Joint SRO-II, Salem, under Doc. No.90/1994 (Regn. Copy)
Ex.A.4	04.08.2005	Supplemental deed of Trust of Joseph Chellamuthu Educational Trust registered on the file of the Joint Sub-Registrar's Office, Salem, under Doc. No.729/2005 (Regn. Copy)
Ex.A.5	26.04.2006	Supplemental deed of Trust of Joseph Chellamuthu Educational Trust registered on the file of the Joint Sub-Registrar-IV, Salem, under Doc. No.442/2006 (Regn. Copy)

Ex.A.6	11.03.2008	Supplemental deed of Trust of Joseph Chellamuthu Educational Trust registered on the file of the Joint Sub-Registrar-IV, Salem, under Doc. No.529/2008 (Regn. Copy)
Ex.A.7	05.07.2023	Supplemental deed of Trust of Joseph Chellamuthu Educational Trust registered on the file of the Joint Sub-Registrar-IV, Salem, under Doc. No.38/2023 (Regn. Copy)
Ex.A.8	11.10.2023	Supplemental deed of Trust of Joseph Chellamuthu Educational Trust registered on the file of the Joint-I Sub-Registrar, In the Cadre of District Registrar, Salem (West), under Doc. No.65/2023 (original)
Ex.A.9	16.12.2015	Mortgage deed (original)
Ex.A.10	22.09.2023	Mortgage Discharge Receipt (Regn. copy)
Ex.A.11	22.10.2015	Patta No.344 pertaining to the suit property stands in the name of Keerambur Joseph Chellamuthu Educational Trust represented by Sulochana (Online Copy)
Ex.A.12	18.09.1989	Sale deed stands in the name of Sulochana (Regn. copy)
Ex.A.13	19.05.1992	Gift Settlement Deed stands in the name of Joseph Chellamuthu Educational Trust (Regn. copy)
Ex.A.14	30.09.2023	Oath given by Sulochana (Notarized)

List of Exhibits on the side of Defendant : Nil

Principal District Judge,
Namakkal.