

**IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE,
UTHUKULI**

Present : Thiru. B. Dharaneether, B.A., LL.M.,
District Munsif cum Judicial Magistrate,
Uthukuli.

Dated : Monday, the 30th day of March 2026

O.S. No.144 of 2020
(CNR No. TNTI23-000402-2020)

1. G.A. Balakrishnan

2. G.B. Keerthi

... Plaintiffs

/ Vs /

1. S. Selvarathi

2. S. Rajendran

3. V.K. Duraisamy

... Defendants

This suit having come up for final hearing before me in the presence of Tr.M.Dharmalingam the learned counsel for the plaintiffs and Tr.C.Gandhi the learned counsel appearing for the defendants and upon perusing the pleadings, oral and documentary evidence and other materials available on record, and having stood over for consideration till this day, this Court delivers the following:

J U D G M E N T

This is a suit filed by the plaintiffs seeking the relief of permanent injunction restraining the defendants from in any manner interfering with the administration and management of the educational institution run in the name of Sri Vetri Vinayaga

Matriculation School, Kunnathur, and from disturbing the plaintiffs' alleged peaceful possession and enjoyment of the suit property.

CASE OF PLAINTIFFS, IN BRIEF,

2. The case of the plaintiffs, in brief, is that the 1st plaintiff is the father of the 2nd plaintiff and was functioning as the Chairman of "Vetri Vinayaga Matriculation School", Kunnathur, which is run under the aegis of "Vijayagiri Velayuthasamy Educational Trust". The 1st defendant was functioning as the Secretary of the said trust and also acting as the Correspondent of the school, while the 3rd defendant was a member and Treasurer of the trust.

3. According to the plaintiffs, on 10.02.2016, they, along with the defendants and certain other persons, jointly purchased an extent of 1.04 acres of land with the intention of establishing an educational institution. Pursuant to the said intention, a trust in the name and style of "Vijayagiri Velayuthasamy Educational Trust" was formed on 18.02.2016 for the purpose of running a school in the said property.

4. It is further stated that thereafter, in order to facilitate the functioning of the school, the suit property was leased in favour of the trust for a period of 50 years, and the plaintiffs, being in management, established and developed the school, which has been functioning successfully with increasing strength of students year after year.

5. The plaintiffs would further contend that while they were administering the school efficiently, the defendants, particularly defendants 2 and 3, developed an intention to take over the administration of the school from the plaintiffs. It is alleged

that in or about May 2018, the defendants demanded that the plaintiffs step down from the administration and hand over control, which the plaintiffs refused.

6. The plaintiffs further allege that, following such refusal, the defendants attempted to forcibly take over the administration of the school by resorting to intimidation and physical threat. In particular, it is stated that on 26.07.2018, the 1st plaintiff was called for a discussion by the 2nd defendant and was allegedly subjected to an attempt of physical assault by the defendants and their associates. It is further stated that a complaint was lodged before the police and, after certain delay, an FIR came to be registered on 05.10.2018 against the defendants and others.

7. The plaintiffs would further state that subsequently, taking advantage of their influence, the defendants compelled the plaintiffs to execute a release deed dated 10.01.2019 in respect of the suit property by paying a certain amount. However, according to the plaintiffs, such execution was not voluntary and, notwithstanding the said document, they continue to be members of the trust and are in management of the school.

8. It is the further case of the plaintiffs that they are taking steps to challenge the said release deed before the competent Court of law, but the same would take considerable time, and in the meanwhile, the defendants are attempting to interfere with the administration of the school and to forcibly remove the plaintiffs from management.

9. In such circumstances, contending that the acts of the defendants are illegal and detrimental to their rights and that they are under constant threat of interference, the plaintiffs have filed the present suit seeking the relief of permanent injunction restraining the defendants from interfering with their administration of the school except under due process of law.

CASE OF DEFENDANTS, IN BRIEF,

10. The defendants have filed a written statement denying the allegations contained in the plaint as false, vexatious and not maintainable either in law or on facts.

11. The defendants admit the formation of the trust and the joint purchase of the suit property by the plaintiffs, defendants and other members, as well as the execution of the lease deed in favour of the school for a period of 50 years. However, they specifically deny the claim of the plaintiffs that they continue to be in administration or control of the trust or the school.

12. It is the specific case of the defendants that the 1st plaintiff ceased to be the Chairman of the trust and the school on 10.01.2019, by virtue of a registered release deed executed by him and his daughter, whereby they relinquished all their rights in respect of the suit property and the school. It is further stated that consequent to such relinquishment, the plaintiffs have no manner of right, title or interest in the trust or its properties and are no longer connected with its administration.

13. The defendants would further contend that the allegations of force, coercion and police influence in obtaining the release deed are wholly false and invented for the purpose of the suit. According to them, the release deed was executed voluntarily by the plaintiffs after receiving a sum of Rs.24,24,600/- from the other members of the trust.

14. The defendants further state that even prior to the execution of the release deed, the plaintiffs had attempted to acquire exclusive control over the entire property and the school by entering into agreements with other members of the trust, agreeing to pay substantial amounts towards their shares. However, the plaintiffs failed to mobilise the required funds despite repeated extensions of time and ultimately agreed to exit from the trust after receiving consideration.

15. It is the further case of the defendants that from 10.01.2019 onwards, only the defendants and other members of the trust are in possession and administration of the suit property and the school in their own right, and that the plaintiffs are neither in possession nor in management as alleged in the plaint.

16. The defendants have also specifically denied the allegations of attempted assault and interference, contending that such allegations are false and have been made only to create a cause of action for filing the present suit.

17. It is further contended that the present suit for bare injunction is not maintainable, as the plaintiffs have not sought any declaratory relief to set aside the registered release deed dated 10.01.2019. According to the defendants, unless and

until the said document is set aside by a competent Court, the plaintiffs cannot claim any right over the suit property or the school.

18. On the above grounds, the defendants submit that the plaintiffs have no cause of action for filing the suit and are not entitled to any of the reliefs sought for, and hence pray that the suit be dismissed with costs.

ISSUES:

19. Based on the pleadings and materials available on record, the following issues were framed for determination:

- (1) Whether it is true that the plaintiffs are administering the school and the suit property as claimed by them?
- (2) Whether it is true that the plaintiffs were relieved from the administration of the school and the trust, as contended by the defendants?
- (3) Whether it is true that the defendants are administering the school and the trust, as stated by the defendants?
- (4) Whether the plaintiffs are entitled to the relief of permanent injunction as prayed for?
- (5) To what other relief are the plaintiffs entitled?

DISCUSSION & FINDINGS

20. Before advertng to the rival contentions of the parties, it becomes necessary for this Court to undertake a careful and comprehensive analysis of the oral and documentary evidence placed on record. On the side of the plaintiffs, the 1st

plaintiff was examined as P.W.1 and one supporting witness was examined as P.W.2. On their behalf, documents marked as Ex.A1 to Ex.A5 were relied upon. On the side of the defendants, three witnesses were examined as D.W.1 to D.W.3 and documents were marked as Ex.B1 to Ex.B12. The entire evidence has been meticulously considered in the light of the pleadings and the issues framed.

21. At the outset, certain foundational facts stand admitted and are not in controversy. It is not disputed that the suit property measuring 1.04 acres was jointly purchased by the parties under a registered sale deed dated 10.02.2016. It is also admitted that shortly thereafter, on 18.02.2016, a trust was constituted with the object of establishing and running an educational institution. The materials on record further disclose that the 1st plaintiff was one of the founding members of the said trust and had functioned as its Founder and Chairman at the initial stage. It is also not in dispute that the said property was subsequently leased to the trust for a period of 50 years and that the school in question has been functioning under the control of the trust.

22. The dispute between the parties, however, arises with respect to the subsequent developments and the present status of the plaintiffs in relation to the trust. While the plaintiffs assert that they continue to be in administration and control of the trust and the school, the defendants contend that the plaintiffs have voluntarily relinquished their rights and ceased to have any role in the trust from the year 2019 onwards.

23. In order to substantiate their defence, the defendants have placed reliance on Ex.A4 release deed dated 10.01.2019, Ex.B8 to Ex.B11 resignation letters of plaintiff and others. The evidentiary value of these documents has to be assessed in the light of the oral testimony adduced.

24. In this regard, the evidence of D.W.3 assumes considerable importance. D.W.3, who is stated to be an attesting witness to the release deed, has deposed in clear terms that the plaintiffs received a sum of Rs.24,24,600/- and thereafter executed the release deed relinquishing their rights in respect of the property and the trust. He has further stated that the said transaction took place in his presence and that the consideration amount was paid and acknowledged prior to execution. The testimony of D.W.3, being that of an attesting witness to the document, is direct and material in nature and lends substantial support to the case of the defendants.

25. The said version is further corroborated by the evidence of D.W.1, who has consistently deposed that the plaintiffs executed the release deed and subsequently tendered their resignation from the trust. Though D.W.1 is an interested witness, his evidence, when read in conjunction with that of D.W.3, gains credibility and probabilises the defence version that the plaintiffs had consciously and voluntarily relinquished their rights.

26. On the contrary, the evidence adduced on the side of the plaintiffs does not inspire confidence sufficient to displace the defence case. P.W.2, who was examined as a supporting witness, has admitted in her cross-examination that she does not have direct knowledge of the transactions relating to the alleged resignation or release and

that her understanding is based only on what was informed to her by the 1st plaintiff. Such evidence is clearly hearsay in nature and cannot be accorded much evidentiary weight, particularly when it is sought to be used to contradict direct testimony of an attesting witness.

27. It is also significant to note that the plaintiffs have not taken any steps to challenge the release deed dated 10.01.2019. No relief has been sought for setting aside the said document or for declaring the same as null and void. Similarly, the alleged resignation and the subsequent reconstitution of the trust have not been challenged by way of any declaratory relief. In a case where documents evidencing relinquishment of rights are placed before the Court, the failure to seek appropriate declaratory relief is not a mere procedural omission, but goes to the very root of the plaintiffs' claim and the maintainability of the suit.

28. At this juncture, it is also necessary to consider the admissions elicited during the cross-examination of the defence witnesses. It is true that D.W.1 and D.W.2 have admitted that certain records such as minutes book, attendance register, notices for meetings and resolutions have not been produced before the Court. There are also admissions indicating that the internal administration of the trust was not carried out with strict adherence to the procedures prescribed under the trust deed. These aspects undoubtedly raise questions regarding the procedural regularity and transparency in the functioning of the trust.

29. However, these irregularities, though relevant, cannot by themselves advance the case of the plaintiffs. The present suit is not one seeking to invalidate the

internal decisions of the trust or to set aside its resolutions. The core issue for determination is whether the plaintiffs have established a subsisting legal right so as to entitle them to the relief of injunction. When there is credible evidence indicating relinquishment of rights and when such relinquishment has not been specifically challenged, the mere existence of procedural lapses on the part of the defendants does not operate to revive or confer rights upon the plaintiffs.

30. It is further to be noted that the suit property has been admittedly leased to the trust and that the school is being run by the trust as a distinct entity. Therefore, the possession and management of the property vest in the trust and not in the individual members. In such circumstances, any claim of interference with possession must necessarily be founded on a legally enforceable right within the framework of the trust. In the absence of such a right, the plaintiffs cannot assert possession or control merely on the basis of their past association with the trust.

31. Upon an overall consideration of the entire evidence on record, this Court is of the view that the defendants have succeeded in probalising their case that the plaintiffs have relinquished their rights and have ceased to be in administration of the trust. On the other hand, the plaintiffs have failed to establish that they continue to have any subsisting or enforceable right in the management of the trust or the suit property.

32. In view of the above discussion, this Court holds that the plaintiffs have not proved their entitlement to the reliefs claimed and have also failed to establish their continued administration or possession as alleged.

Accordingly, Issues Nos.1, 2 and 3 are answered against the plaintiffs.

33. The next question that arises for consideration is whether the plaintiffs are entitled to the relief of permanent injunction as prayed for. The grant of such relief depends upon the establishment of a subsisting legal right and unlawful interference by the defendants.

34. As already discussed while answering Issues Nos.1 to 3, the plaintiffs have failed to establish that they continue to have any subsisting right in the administration of the trust or the management of the school. On the contrary, the evidence on record probalises the case of the defendants that the plaintiffs have relinquished their rights under the release deed dated 10.01.2019 and have ceased to have any role in the affairs of the trust.

35. In such circumstances, the plaintiffs ought to have challenged the said release and the alleged resignation by seeking appropriate declaratory relief. In the absence of such a challenge, a suit for bare injunction is not maintainable when the very foundation of the plaintiffs' right is under serious dispute.

36. It is further to be noted that the suit property has been leased to the trust and that the institution is being run by the trust as a separate entity. Therefore, the plaintiffs cannot claim individual possession or control over the property without establishing a legally enforceable right within the trust.

37. The plaintiffs have also not established any specific act of unlawful interference by the defendants. The allegations made are general in nature and are not supported by cogent evidence.

38. In view of the above findings, this Court holds that the plaintiffs have failed to establish either a subsisting right or unlawful interference so as to entitle them to the relief of permanent injunction.

Accordingly, Issue No.4 is answered against the plaintiffs.

39. In view of the findings rendered on Issues Nos.1 to 4, this Court finds that the plaintiffs have failed to establish any subsisting legal right in respect of the administration of the trust or the suit property. Consequently, they are not entitled to any of the reliefs prayed for in the suit. Accordingly, Issue No.5 is answered against the plaintiffs.

40. In the light of the foregoing discussions and findings on the issues framed, this Court holds that the plaintiffs have failed to prove their entitlement to the relief of permanent injunction or any other relief as claimed in the plaint.

In the result, the suit is dismissed. In the circumstances of the case, there shall be no order as to costs.

Prepare decree accordingly.

Directly typed by me in my official laptop, corrected and pronounced by me in open court on this 30th day of March, 2026.

**District Munsif cum Judicial Magistrate
Uthukuli**

APPENDIX**Plaintiffs' Side Witnesses :**

Witness No.	Name
P.W.1	Thiru. G.A. Balakrishnan
P.W.2	Tmt. Anusuya

Plaintiffs' Side Exhibits :

S.No	Exhibit Mark	Description
1	Ex.A1	Certified copy of Sale Deed dated 10.02.2016 (Document No.382/2016)
2	Ex.A2	Certified copy of Trust Deed dated 18.02.2016
3	Ex.A3	Certified copy of Lease Deed dated 07.04.2016 (Document No.1159/2016)
4	Ex.A4	Certified copy of Release Deed dated 10.01.2019 (Document No.131/2019)
5	Ex.A5	Certified copy of FIR in Crime No.353/2018 of Kunnathur Police Station

Defendants' Side Witnesses :

Witness No.	Name
D.W.1	Thiru. Duraisamy
D.W.2	Tmt. Selvarathi
D.W.3	Thiru. Maheswaran

Defendants' Side Exhibits

S.No	Exhibit Mark	Description
1	Ex.B1	Unregistered Agreement dated 04.04.2017
2	Ex.B2	Certified copy of Supplementary Trust Deed dated 24.05.2019
3	Ex.B3	Copy of School Licence dated 13.08.2020
4	Ex.B4	Recognition Certificate of School (including renewal)
5	Ex.B5	Building Approval Letter dated 14.06.2016 issued by competent authority
6	Ex.B6	Income Tax Returns of Trust for years 2020–2023
7	Ex.B7	Original of the Agreement dated 21.10.2026
8	Ex.B8	Resignation Letter of G.A. Balakrishnan dated 10.01.2019
9	Ex.B9	Resignation Letter of G.B. Keerthi dated 10.01.2019
10	Ex.B10	Resignation Letter of G. Loganathan dated 10.01.2019
11	Ex.B11	Resignation Letter of P.Vairamani dated 06.02.2019
12	Ex.B12	Mortgage deed No. 1434 of 2025 dated 21.03.2025

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