

**IN THE COURT OF THE IV ADDITIONAL DISTRICT JUDGE,
MADURAI**

Present : Thiru. S. John Sundarlal Suresh, B.Sc., M.L.,

IV Additional District Judge, Madurai

Friday the 25th day of October 2024

O.S.No.159 of 2019

CNR No.TNMD01003296-2019

Arulmigu Aathi Sivalingam
Kattukaruppana Samy Alias
Muthuveyandi Koil, Thirumangalam
through its Managing Trustee
S.Veluchamy Servai

... Plaintiff

/vs/

P. Santhanam Servai

... Defendant

This suit is coming on 17.10.2024 for final hearing in the presence of advocate Thiru.S. Lakshmanan for the plaintiff and advocate Thiru.M. Ponnambalam for the defendant and upon hearing both side and having stood over for consideration till this date, this court passed the following.....

JUDGMENT

The suit for eviction of the defendant in respect of B schedule of the suit properties, directing the defendant to pay a sum of Rs.1,08,454/- towards arrears of rent with interest at the rate of 12% per annum from the date of the plaint till realization, directing the defendant to pay damages for use and occupation of the B schedule of the properties at the rate of Rs.10/- per square feet from the date of the receipt of the notice dated 27.12.2017 till the date of plaint and to continue the same with yearly enhancement of damages till to surrender the vacant possession of the said property, directing the defendant to pay the compensation towards obstruction and cancellation of Astapanthana maha kumbabishekam scheduled on 11.12.2016 to the plaintiff-temple directing the defendant to pay appropriate compensation,

towards the cost for the performance of the Mahakumbabisekam afresh and restraining the defendant and his men and agent from interfering in any way into the management and administration of the A schedule of the suit properties, its affairs and all festivals and kumbabisekam to be conducted by the authorities of the plaintiff-temple and with costs.

2. The contents of the plaint filed by the plaintiff in brief as follows:-

The schedule property belongs to plaintiff temple namely Arulmigu Aathi Sivalingam Kattukaruppana Swamy @ Muthu Peyandi Swami Kovil, originally known as Muthu Peyandi Koil, a private temple being administered and managed by a specific group of four pangalis who are descendants of Karuppanan Servai and Arunachalam Servai. The above said S. Veluchamy Servai is the present Managing Trustee of the Plaintiff temple and its properties and competent person to sue the Defendant/Tenant of the temple. The said Temple is mentioned hereunder a “A” schedule property. The defendant is a tenant of the plaintiff temple and he is in possession of ‘B’ schedule suit property as a tenant as per agreement dated 06.07.2012 and the compromise Judgment and decree dated 06.03.2013 passed in S.A.(MD) No.345/2009(suit for declaration of title and for possession) by Hon’ble High Court Bench, Madurai. The defendant is a party to said compromise judgment and decree in S.A.No.345/2009 which has attained its finality. Thus, title over suit property and the jural relationship of Landlord and tenant between the plaintiff are no more res integra and the defendant is bound by the above Compromise Judgment and Decree. The defendant is running a GYM inside the temple i.e. in the “B” schedule property hereunder in the name and style of “Anuman Udar Payirtchi Koodam’ on the monthly rent of Rs. 1,000/- with annual enhancement of rent at 10% every year. The current

rent payable is Rs. 1767/- per month. The said compromise decree declares that the defendant is only a tenant and has no role to play in the affairs of the temple administration and management. The defendant has committed willful default in payment of rent even from the month of July 2012. The defendant is dodging the payment of rent to the temple and not ready to pay the rent as per decree and Judgement of the Hon'ble High Court passed in S.A.No. 345/2009. As of now, there is an arrears of rent for 80 months accumulating to an amount of Rs.1,06,687/- up to February 2019 and total Rs.1,08,454 as on 31.03.2019. Now, the plaintiff temple administration also requires the tenanted premises for development activities of the plaintiff temple by constructing a mandapam to conduct spiritual discourses, Kolu poojas, Vilakku poojas for better upliftment of the temple and devotees. Therefore, the plaintiff bonafide requires the suit property for own use. The plaintiff temple Trustees and their pangalis were about to perform the Astapanthanan maha kumba abhisekam on 11-12-2016 to the plaintiff temple, after making elaborate arrangements and consecration of Tin roofed Yaga sala mandabam and yaga gundams and other arrangements at a cost of Rs. 15 lakhs. But at the neck of the moment the Defendant and his henchmen with the hidden help of one of dissented erstwhile trustee of the plaintiff temple by name Thiru. A.Andavar, printed and circulated a bogus rival invitation as if the Defendant and his henchmen and said Andavar are conducting said Mahakumbabhisekam for the plaintiff temple on the very same day and sought police protection and thus created a fake law and order problem. The Sub-divisional Magistrate cum Revenue Divisional Officer, Usilampatti registered a case at the request of Sub-Inspector Police, Tirumanagalam under section 107 and 110 Cr.P.C. in MC.No.248/2016/b4 dated 05-12-2016 against both parties. The RDO finally directed both the parties to seek

remedy thro' court of law and wound up his proceedings and passed an order in M.C. (M.M.) 248/2016/B1 dated 28.07.2017 signed by the authority on 07.11.2017 and delivered to the plaintiff on 17.11.2017 in person. The RDO contra to the fact and on influence of the Defendant, has disposed off the case as if both parties have agreed to decide to seek remedy before civil court and promised to maintain law and order situation in the temple. The defendant on 11-12-2017 dishonestly removed away the idols kept in 'Palalayam' i.e. in a water tank within the temple premises followed by the cancellation of Kumbaabhisekam due to fake law and order issue created by the defendant. When the plaintiff enquired the missing idols, the defendant threatened the plaintiff trustees and their pangalis endanger with their lives and liberty. The plaintiffs also lodged a complaint with local police but there was no action taken against the Defendant. Hence, the plaintiff caused a legal notice dated 27-12-2017 to the defendant by speed post condemning all-deeds of the Defendant and demanded surrender of vacant possession of suit property with attended damages caused to the temple by destruction of yagasalai mandapam yaga gundams and to compensate the expenses meted out for the elaborate arrangements made for the Aspapanthana kumbabishekam which was cancelled due to the obstruction and atrocity of the defendant and his henchmen. The plaintiff also lodged a criminal complaint to the Superintendent of Police, Madurai District and Deputy Superintendent of Police, Thirumangalam on 10.01.2018 by Registered Post with Acknowledgement due about inaction of local police. But so far, no action is taken against defendant and his henchmen and complaint made by the plaintiff become futile as days and weeks have gone. However, the defendant placed the idols in shuffling sannathies by painting idols with black paint not to identify idols and to escape from criminal action. Though the defendant

has received the legal notice dated 27-12-2017 stated supra did not respond the notice. But after said legal notice, realising the consequences, the defendant was giving out that he will not disturb the performance of Kumbabhisekam and ready to vacate and surrender the vacant possession of schedule premises after Deepavali in the month of November 2018. Though the Plaintiff has waited till date to avoid unnecessary litigation, the defendant has not turned up so far to surrender the vacant possession. Therefore, the plaintiff though legally not bound, issued another legal notice dated 1-12-2018 by reiterating the earlier legal notice dated 27-12-2017 to avoid any technical difficulty that may arise in future. The defendant has received the said notice and sent an evasive reply dated 21-12-2018 as if he does not know English and seek translated copy of legal notice. The defendant's attitude is indifferent and just dodging the eviction proceedings. Thus, the defendant is indulging in forming groupism among the trustees and the pangalis of the temple administrators to divert their unanimous decision to file the present suit for eviction and compensation. The plaintiff is entitled to sue the defendant to vacate and surrender of vacant possession, for damages for use and occupation, for the compensation for damages to the Yagasalai Kundam, Mandapam, and all other Kumbaabhiseka expenditures and for erecting fresh statues for the deities as the defendant has defaced the same with black paint and conducting kumbabishikam afresh which are all estimated altogether at about Rs. 25,00,000/- as of now. The defendant's tenancy is already terminated by way of legal notice dated 27-12-2017 and claimed for damages for use and occupation of schedule property at the rate of Rs.10/ per sq. feet from the date of termination of the tenancy by notice till the date of surrender of vacant possession of suit property and to pay Rupees 16,68,000/- towards compensation for the damage to yaga salai

mandapam and expenses meted out due to stoppage of Kumbabhisekam caused by the defendant, mental agony of the plaintiff temple trustees and pangalis, and for unnecessary proceedings under Section 107 & 110 of the Criminal procedure Code and to pay another sum of Rs. 10 lakhs to conduct mahakumbabhisekam afresh as stated above. The Plaintiff is also entitled for interest at the rate of 12% from the date of notice dated 27-12-2017 on the compensation that may be awarded in the present suit. The present suit property belongs relates to religious institution i.e. temple and no relief is barred by law of limitation to recover arrears of rent. Hence suit.

3. The contents of the written statement filed by the defendant in brief as follows:-

The plaintiff has no right to file the suit in the capacity of the Managing Trustee of the plaintiff-temple. The agreement under document No.1 dated 06.07.2012 one Muthusamy, Andavar, G.Ramakrishnan, Karupppiah Servai and R. Arunachalam were mentioned as a trustees. While it is so said Veluchamy Servai alone has no right to file the suit in the capacity of the Managing Trustee of the plaintiff-temple. The suit filed by S.Veluchamy Servai in the capacity of Managing Trustee is not maintainable in law. The said Veluchamy Servai was neither elected as Managing Trustee among the other six trustees nor he acted as Managing Trustee. Hence the suit is liable to be dismissed in liminie. The defendant has been conducting GYM in the B schedule property for the past 60 years ever since in the year 1958. Even though in the above said agreement i.e 06.07.2012 the monthly rent was fixed for a sum of Rs.1000/- per month and the rent could be increased 10% on every year. It is false to state that now monthly rent is of a sum of Rs.1,767/- . But having regard to the training given by the defendant

to the youth with the public interest, the defendant was asked to pay a sum of Rs.1000/- towards the monthly rent as the defendant is an important person among the pangalis in the suit temple. The defendant paid rent to the one of the hereditary trustee by name Andavar as on date without any arrears and received the receipt for the same. Moreover it is incorrect to state that there is a sum of Rs.1,00,687/- towards the arrears of rent for 80 months from the defendant till February 2019 to be proved by the plaintiff-temple. The suit property with the defendant is required for the purpose of constructing the Mandapam, Kolu poojas, Vilakku poojas and other developmental activities of the pilgrims is false. The defendant on 11.12.2017 removed the statues kept for the 'Palalayam' purpose (பாலாயத்திற்காக) after the cancellation of the Kumbabisekham in order to create the law and order problem and also the defendant threatened the plaintiff-temple trustees and pangalis and that the complaint was given to the police department but no action was taken by the police is denied by the defendant and same is to be proved by the plaintiff. The defendant never agreed to vacate from the suit property in the month of November 2018 after completion of the Deepavali Festival knowing consequences of the legal notice dated 27.12.2017 received by him as false. When the Second Appeal in S.A.No.345 of 2009 on the file of the Hon'ble Madurai Bench of Madras High Court compromise was arrived and on the basis of compromise defendant has been paying a sum of Rs.1000/- per month towards the rent and received the receipt from one of the trustees by name Andavar. While it is so the defendant is keeping the arrear of rent from the month of July 2012 is not correct. Moreover the above said Veluchamy Servai acting against the interest of the plaintiff-temple and rented out the 5 shops located in the front portion of the temple and collected

the huge amount as rent from the tenants. Therefore one Balakumar sent advocate notice on 13.04.2013 to the said Veluchamy Servai and others objecting the same. The said Balakumar sent complaint on 02.04.2013 to the Officers of Registration department having known the fact that the said Veluchamy took action to create and register one trust in the name of the Sivalinga Kattu Karupanasamy and Muthuveyandi temple. Moreover one A.Andavar lodged a complaint on 24.06.2011 in Thirumangalam Town Police Station stating that the said Veluchamy misappropriated funds without properly maintaining the account of the plaintiff-temple administration. When the enquiry was pending against the Veluchamy Servai, he is involved in the act of grabbing the plaintiff-temple properties, the said Andavar on 07.11.2016 sent a complaint to the District Superintendent of Police, Madurai. But the said Veluchamy Servai obstructed the further proceedings, using his influence. This defendant did not remove any statues from the plaintiff-temple. This defendant and his family members each paid a sum of Rs.10,500/- to the temple administration in order to meet the expenses of Kumbabhisekam works and to establish 15 statues. Moreover one of the pangalis one C.R.Nagaraj spent huge amount to conduct the Kumbabhisekam related functions when preparation for Kumbabhisekam was under way on 11.12.2016, the said Veluchamy Servai and others created the law and order problem with an intention that said C.R.Nagaraj and Andavar could not get good reputation in conducting the said Kumbabhisekam. The said Andavar also gave complaints with regard to the above said incidents. The said Veluchamy Servai has no right to issue advocate notice revoking license as the defendant is regularly paying the rent. The above said legal notice is not valid under section 106 of the T.P. Act. The valuation of the suit and the particulars are incorrect. Hence the suit is

to be dismissed.

4. On the basis of the pleadings following issues were framed on 17.12.2019 for consideration:-

1. Whether 'B' schedule property is in the possession of plaintiff and the defendant is to be evicted?
2. Whether the defendant to pay a sum of Rs.1,08,454/- towards arrears of rent from the date of plaint?
3. Whether the plaintiff is entitled to recover damages for use and occupation of the 'B' schedule property?
4. Whether the defendant to pay compensation of damages to the tangible and intangible properties to the plaintiff-temple?
5. Whether the plaintiff is entitled of permanent injunction of the temple 'A' schedule property?
6. Whether the suit is maintainable or not?
7. Whether suit not properly valued?
8. To what other relief the plaintiff is entitled to do?

5. On the side of the plaintiff P.W.1 to P.W.3 were examined and Ex.A1 to Ex.A17 were marked. On the side of the defendant D.W.1 and D.W.2 were examined and Ex.B1 to Ex.B11 were marked.

6. Issue No.6

The specific case of the plaintiff is that the defendant is a tenant of the plaintiff temple and he is in possession of 'B' schedule suit property as a tenant as per agreement dated 06.07.2012 and the compromise Judgment and decree dated 06.03.2013 passed in S.A.(MD) No.345/2009(suit for

declaration of title and for possession) by Hon'ble High Court Bench, Madurai. The defendant is a party to said compromise judgment and decree in S.A.No.345/2009 which has attained its finality. Thus, title over suit property and the jural relationship of Landlord and tenant between the plaintiff are no more res integra and the defendant is bound by the above Compromise Judgment and Decree. The defendant is running a GYM inside the temple i.e. in the "B" schedule property hereunder in the name and style of "Anuman Udar Payirtchi Koodam" on the monthly rent of Rs. 1,000/- with annual enhancement of rent at 10% every year. The current rent payable is Rs. 1767/- per month. The said compromise decree declares that the defendant is only a tenant and has no role to play in the affairs of the temple administration and management. The defendant has committed willful default in payment of rent even from the month of July 2012. The defendant on 11.12.2017 dishonestly removed away the idols kept in 'Palalayam' i.e. in a water tank within the temple premises followed by the cancellation of Kumbaabhisekam due to fake law and order issue created by the defendant. Hence, the plaintiff caused a legal notice dated 27.12.2017 to the defendant by speed post condemning all deeds of the Defendant and demanded surrender of vacant possession of suit property with attended damages caused to the temple by destruction of yagasalai mandapam yaga gundams and to compensate the expenses meted out for the elaborate arrangements made for the Aspapanthana kumbabishekam which was cancelled due to the obstruction and atrocity of the defendant and his henchmen. The plaintiff is entitled to sue the defendant to vacate and surrender of vacant possession, for damages for use and occupation, for the compensation for damages to the Yagasalai Kundam, Mandapam, and all other Kumbaabhiseka expenditures and for erecting fresh statues for the deities as the defendant has defaced the

same with black paint and conducting kumbabishikam afresh which are all estimated altogether at about Rs. 25,00,000/- as of now. The defendant's tenancy is already terminated by way of legal notice dated 27-12-2017 and claimed for damages for use and occupation of schedule property at the rate of Rs.10/ per sq. feet from the date of termination of the tenancy by notice till the date of surrender of vacant possession of suit property and to pay Rupees 16,68,000/- towards compensation for the damage to yaga salai mandapam and expenses meted out due to stoppage of Kumbabhisekam caused by the defendant, mental agony of the plaintiff temple trustees and pangalis, and for unnecessary proceedings under Section 107 & 110 of the Criminal procedure Code and to pay another sum of Rs. 10 lakhs to conduct mahakumbabhisekam afresh as stated above. The Plaintiff is also entitled for interest at the rate of 12% from the date of notice dated 27-12-2017 on the compensation that may be awarded in the present suit. Hence suit is to be decreed.

7. The specific case of the defendant is that the plaintiff has no right to file the suit in the capacity of the Managing Trustee of the plaintiff-temple. The agreement under document No.1 dated 06.07.2012 one Muthusamy, Andavar, G. Ramakrishnan, Karuppiyah Servai and R. Arunachalam were mentioned as a trustees. While it is so said Veluchamy Servai alone has no right to file the suit in the capacity of the Managing Trustee of the plaintiff-temple. The suit filed by S.Veluchamy Servai in the capacity of Managing Trustee is not maintainable in law. It is false to state that now monthly rent is of a sum of Rs.1,767/- . But having regard to the training given by the defendant to the youth with the public interest, the defendant was asked to pay a sum of Rs.1000/- towards the monthly rent as the defendant is an important person among the pangalis in the suit temple.

The defendant paid rent to the one of the hereditary trustee by name Andavar as on date without any arrears and received the receipt for the same. Moreover the above said Veluchamy Servai acting against the interest of the plaintiff-temple and rented out the 5 shops located in the front portion of the temple and collected the huge amount as rent from the tenants. This defendant did not remove any idols from the plaintiff-temple. This defendant and his family members each paid a sum of Rs.10,500/- to the temple administration in order to meet the expenses of Kumbabhisekam works and to establish 15 statues. Moreover one of the pangalis one C.R.Nagaraj spent huge amount to conduct the Kumbabhisekam related functions when preparation for Kumbabhisekam was under way on 11.12.2016, the said Veluchamy Servai and others created the law and order problem with an intention that said C.R.Nagaraj and Andavar could not get good reputation in conducting the said Kumbabhisekam. The said Andavar gave complaints with regard to the above said incidents. The said Veluchamy Servai has no right to issue advocate notice revoking license as the defendant is regularly paying the rent. Hence suit is to be dismissed.

8. The learned counsel for the plaintiff contended that in the earlier appeal in SA (MD) No.345 of 2009 on the file of Hon'ble Madurai Bench of Madras High Court, the compromise was arrived among the Managing Trustees, and other trustees of the plaintiff-temple with the defendant and agreement was entered between the above said persons that the defendant should pay the rent at the rate of Rs.1000/- per month from July 2012 with 10% enhancement of the said rent on every year. But the defendant failed to pay the rent despite demand made by the plaintiff-temple. Moreover the defendant formed groupism along with the one

Andavar who was one of the then trustee of the temple and disturbed the Kumbabishekam of the plaintiff-temple initiating baseless proceedings before the revenue authorities and ultimately stopped the Kumbabishekam of the plaintiff-temple involving unlawful activities and thereby caused loss of a sum of Rs.25,00,000/- to the plaintiff-temple. Moreover the defendant is a tenant in respect of the B schedule of the suit properties and that there is no need to add all trustees of the plaintiff-temple to file the suit and that the suit which is filed by the Managing Trustee of the plaintiff-temple is maintainable in law. Hence the plaintiff-temple is entitled for the reliefs sought in the plaint and that suit is to be decreed.

9. Per contra the learned counsel for the defendant contended that in fact in the earlier compromise arrived in SA(MD) No.345 of 2009 on the file of the Hon'ble Madurai Bench of Madras High Court the Managing Trustee and all the trustees were added as the parties. Moreover plaintiff who was examined as P.W.1 in his cross examination admitted the fact that two trustees were dead in the year 2014 and another two trustees were dead in the year 2020. But there is no material filed by the plaintiff to show that currently there is a managing committee consisting of the plaintiff as a managing trustee and other person as the trustees of the plaintiff-temple. Moreover there is no resolution, passed by the trustees and thereby authorising the plaintiff to file this suit. The alleged Managing Trustee Veluchamy acted against the interest of the plaintiff-temple and unauthorisedly collected the rent from the tenants of the five shops located in front of the plaintiff-temple. There is no Managing Committee is available in the plaintiff-temple. The plaintiff is neither Managing Trustee nor authorised by the any trustees to file the suit. Hence the suit itself is not maintainable in law and liable to be dismissed.

10. This Court carefully considered the above said submission of the learned counsel for the both parties and perused the records. The learned counsel for the defendant disputed the locus standi of the said Veluchamy Servai who filed the suit in the capacity of the Managing Trustee of the plaintiff-temple. It is pertinent to note that already in the earlier second appeal in SA (MD) No.345 of 2009 on the file the Hon'ble Madurai Bench of Madras High Court compromise was arrived among the Managing Trustee and Trustees of the plaintiff-temple along with the defendant with regard to the payment of the rent in respect of the B schedule of the suit properties treating the defendant as a tenant. The learned counsel for the defendant also admitted the fact that the B schedule of the suit properties belongs to plaintiff-temple and the defendant is running the GYM in the said property. Hence it is clear that the defendant is the only tenant in respect of the B schedule of the suit properties as per the compromise agreement under Ex.A1 dated 06.07.2012 entered among the Managing Trustee, Trustees of the plaintiff-temple and the defendant.

11. Moreover there is no quarrel about the legal position in view of the order 30 rule 1 of the C.P.C. that suit filed by any one of the trustees against the third party is maintainable. But in this case the plaintiff was examined as P.W.1 in his cross examination stated that one of the trustee by name Andavar had expired in the year 2021 but he was removed in the trusteeship in the December 2016 as he had acted against the interest of the trust. Moreover in the memo under Ex.A4 dated 28.07.2017 issued by the DRO, Usilampatti related to the 107 proceedings the said Veluchamy Servai who filed the suit claimed to be a Managing Trustee of the plaintiff-temple and others are cited as a 'A' party and the said Andavar and others are cited as a 'B' party. Therefore it is clear that there is a dispute in the

year 2017 itself among the Managing Trustee, other trustees whose name found to have been mentioned in the compromise decree under Ex.A2 passed by the Hon'ble Madurai Bench of Madras High Court. But in this case the plaintiff neither filed the document with regard to the removal of the said Andavar from the Trusteeship of the temple nor filed any document regarding the formation of the new committee consisting of the Managing Trustee and other trustees in connection with the plaintiff-temple. Moreover the plaintiff who was examined as P.W.1 in his cross examination stated that there is a document available to show that plaintiff is a Managing Trustee of the plaintiff-temple and he was authorised by the other trustees to act as a Managing Trustee among the other trustees with regard to the plaintiff-temple. But no such documents were filed in this case. Likewise there is no document filed on the side of plaintiff to show that the said Andavar was removed from the trusteeship as he acted against the interest of the trust. When there is a dispute among the Managing Trustee and other trustees in particularly one of the trustee by name Andavar it is the duty of the plaintiff to prove the existence of the said trust and his election as a Managing Trustee of the plaintiff-temple, filing the necessary document and other documents related resolutions of the said trust. But in this case that there is no material filed by the plaintiff to prove the said fact. While it is so in the absence of any evidence related to the reconstitution of the trust and selection of the plaintiff as a Managing Trustee of the temple, the suit by the plaintiff in the capacity of the Managing Trustee of the plaintiff-temple is not maintainable and liable to be dismissed. This issue is held accordingly.

12. Issue No.1,2,3,4,5 and 7:

The specific contention of the plaintiff is that the defendant is running the GYM in the B schedule of the properties but he failed to pay the

rent from the month of July 2012 to the plaintiff-temple as per the compromise agreement which was entered among the Managing Trustee and other trustees and the defendant and now there is an arrears of rent of a sum of Rs.1,08,454/- as on 31.03.2019 liable to be paid by the defendant to the plaintiff-temple. Hence the suit is to be decreed. Per contra the specific contention of the defendant is that he had been paying the rent to the one of the authorised trustees of the plaintiff-temple by name Andavar without any arrears and thereafter his son and obtained receipts for the same from him. There is no arrears of rent payable by the defendant to the plaintiff-temple. Hence suit is to be dismissed.

13. This court carefully considered the case of the both parties. It is pertinent to note that there is no dispute about the fact that the B schedule of the suit properties belongs to the temple. The specific contention of the defendant is that he was authorised to pay the rent to one Andavar who is the one of the trustee of the plaintiff-temple. But the defendant did not file any documents to show that the defendant was authorised by the Managing Committee consisting of Managing Trustee and other trustees to pay the rent to the said Andavar and get the receipt for the same. Hence the alleged payment of rent made by the defendant to the said Andavar cannot be considered as valid one. Moreover the defendant did not file the rental receipt for the period from July 2012 to prove the fact that he paid the rent even to the said Andavar as per the terms of rent fixed in the compromise agreement. When the defendant neither filed the document to show that he was authorised to pay a sum of Rs.1000/- per month towards the rent to the said Andavar nor said Andavar is authorised to receive the said rent from the defendant on behalf of the temple, the alleged payment of said rent to

the said Andavar by the defendant cannot be construed that the defendant has paid the rent to the plaintiff-temple. Therefore this court concluded that the defendant is in arrears of rent with regard to the B schedule of the suit properties. The plaintiff did not file any legally acceptable evidence to show that due to the cancellation of Astapanthana Maha Kumbabishekam on account of the attitude of the defendant and for conducting the fresh Kumababishekam that there will be loss of a sum of Rs.25,00,000/- to the plaintiff-temple. The learned counsel for the plaintiff also fairly conceded that with regard to loss that there is no evidence now available to prove the said fact. When this court arrived conclusion that the suit filed by the plaintiff in the capacity of the Managing Trustee of the temple is not maintainable, the plaintiff is not entitled for the any relief in the suit. These issues are held accordingly.

14. Issue No. 8:

Since above issues are decided as above on the basis of oral and documentary evidence the suit is devoid of merits and liable to be dismissed.

In the result suit is dismissed. Having regard to the facts and circumstances of the case no order as to cost.

Directly dictated to the Stenographer and typed by her in the computer, corrected and pronounced by me in open court, on this 25th day of October 2024.

**Sd/- S. John Sundarlal Suresh
IV Additional District Judge,
Madurai.**

Appendix:**Plaintiff's side witnesses:-**

- P.W.1. Thiru.Veluchamy
P.W.2 Thiru.Sirpi K.Vasu
P.W.3 Thiru.G.R.Nagarajan

Defendant's side witnesses:-

- D.W.1. Thiru. Santhanam
D.W.2 Thiru. Balakumar

Plaintiff's side documents:-

- | | | |
|--------|------------|---|
| Ex.A.1 | 06.07.2012 | Compromise agreement which was entered among the Managing Trustee and trustees with the defendant |
| Ex.A2 | 06.03.2013 | Decree of the Hon'ble Madurai Bench of Madras High Court in S.A.(MD) No.345 of 2009 |
| Ex.A3 | 11.12.2016 | Invitation for the temple Kumbabishekam |
| Ex.A4 | 28.07.2017 | Memo and other proceedings of the Revenue Divisional Officer, Usilampatti |
| Ex.A5 | 27.12.2017 | Legal notice issued by plaintiff and others to the defendant |
| Ex.A6 | | Acknowledgment card |
| Ex.A7 | 10.01.2018 | Complaint given by plaintiff to the District Superintendent of Police, Madurai District. |
| Ex.A8 | ... | Acknowledgment card |
| Ex.A9 | 01.12.2018 | Legal Notice issued by the plaintiff to defendant |
| Ex.A10 | 21.12.2018 | Letter sent by the defendant to the counsel for the plaintiff |
| Ex.A11 | 19.12.2018 | Translated copy of legal notice dated 01.12.2018 sent by the plaintiff to the defendant |
| Ex.A12 | | Annual day invitation of Hanuman Physical Education School |
| Ex.A13 | ... | C.D. (Reconstructed as per the order in memo dated: 25.10.2024) |

Ex.A.14	..	Photos
Ex.A15	...	Receipt (Reconstructed as per the order in memo dated: 25.10.2024)
Ex.A16	..	Property tax receipt
Ex.A17	...	Electricity receipt

Defendant's side Documents:

Ex.B1	...	Photos (4 Nos)with C.D.
Ex.B2	...	Rental receipts (10 Nos)
Ex.B3		Rental receipts (11 Nos)
Ex.B4	...	Rental receipts (8 Nos)
Ex.B5	...	Rental receipts (12 Nos)
Ex.B6	...	Rental receipts (10 Nos)
Ex.B7	...	Rental receipts (11 Nos)
Ex.B8	...	Rental receipts (5 Nos)
Ex.B9	...	Rental receipts (5 Nos)
Ex.B10	..	Identity card of Balakumar, Poosari
Ex.B11	07.11.2016	Complaint given by A.Andavar to Superintendent of Police, Madurai District.

Sd/- S. John Sundarlal Suresh
IV Additional District Judge,
Madurai.

