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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ **CS(OS) 369/2022 & I.A. 9696/2022**

SATYAM KANOI & ANR. ..... Plaintiffs

Through: Mr. Kirti Uppal, Sr. Adv. with Mr. Kartik Nayar, Mr. Krish Kalra, Mr. Rishab Kumar Advs. (M. 7291009253)

versus

SHIV JATIA & ORS. ..... Defendants

Through: Mr. Sidhant Kumar, Ms. Manyaa Chandok, Ms. Ishita Deswal, Ms. Satakshi Singh, Ms. Molly Agarwal, Advs. for D-1 (M. 9999449889)
Ms. Manali Singhal, alongwith Ms. Shreya Singhal, Ms. Aanchal Kapoor, Ms. Santosh Sachin, and Mr. Deepak Singh Rawat, Advs. for D-2 (M. 9818228055)

54 WITH

\+ **CS(OS) 372/2022, I.As. 9760/2022, 16650/2022, 18277/2022 & 18278/2022**

SATYAM KANOI & ANR. ..... Plaintiffs

Through: Mr. Kirti Uppal, Sr. Adv. with Mr. Kartik Nayar, Mr. Krish Kalra, Mr. Rishab Kumar Advs.

versus

SHIV JATIA & ORS. ..... Defendants

Through: Mr. Sidhant Kumar, Ms. Manyaa Chandok, Ms. Ishita Deswal, Advs. for D-1 (M. 9999449889)
Ms. Manali Singhal, alongwith Ms. Shreya Singhal, Ms. Aanchal Kapoor, Ms. Santosh Sachin, and Mr. Deepak Singh Rawat, Advs. for D-2 (M. 9818228055)

55 AND

+ **CS(OS) 373/2022, I.As. 9764/2022, 11259/2022, 13904/2022, 13906/2022 & 18276/2022**

SHIV KUMAR JATIA & ANR. ..... Plaintiffs

Through: Mr. Sidhant Kumar, Mr. Manyaa Chandok, Ms. Ishita Deswal, Ms. Satakshi Singh, Advs. for P-1

Ms. Manali Singhal, alongwith Ms. Shreya Singhal, Ms. Aanchal Kapoor, Ms. Santosh Sachin, and Mr. Deepak Singh Rawat, Advs. for P-2 (M. 9818228055)

versus

RAM PYARI DEVI CHARITABLE TRUST & ORS. ..... Defendants

Through: Mr. Kirti Uppal, Sr. Adv. with Mr. Kartik Nayar, Mr. Krish Kalra, Mr. Rishab Kumar Advs.

CORAM:
JUSTICE PRATHIBA M. SINGH

O R D E R

% 23.01.2024

1. This hearing has been done through hybrid mode.

2. These are three suits relating to the trust-Ram Pyari Devi Charitable Trust. The suit has been filed by the Plaintiffs, seeking injunction against the Defendants from having the possession of the original lease deed dated 25th October, 2004, which shall be maintained at the registered office of the Defendant No. 3 trust and from creating any third party rights in respect to the said deed. The Parties who are concerned with the trust are:

(i) Defendant No.1- Mr. Shiv Jatia, who is the settlor and one of the trustees of the trust;

(ii) Defendant No.2- Ms. Vidhi Jatia, who is the wife of the son of Mr. Shiv Jatia, namely Mr. Amritesh Jatia;

(iii) Defendant No.3- Ram Pyari Devi Charitable Trust;

(iv) Defendant No.4- Mr. Amritesh Jatia, who is the son of Mr. Shiv Jatia, but is not a trustee in Defendant No.3 trust;

(v) Plaintiff No.1-Mr. Satyam Kanoi, the son in law of Defendant No.1- Mr. Shiv Jatia and the husband of Ms. Pooja Jatia @ Pooja Kanoi;

(vi) Plaintiff No.2- Mr. Chandan Chaudhuri who is one of the trustees on the trust (nominee of Mr. Kanoi);

(vii) Mr. Sandeep Mukherjee, a trustee whose appointment has been stayed vide order dated 6th July, 2022.

3. The activities of the trust are primarily related to running of a school *i.e.*, DPS New Town Calcutta which is a franchisee of the DPS schools. Today, the issue that has been brought before the Court relates to certain income tax notices received in the name of the trust to which all the trustees also have access.

4. Ld. Counsel for the parties have brought to the notice of the Court the order dated 15th September, 2023 in FAO(OS) 126/2022, whereby a retired Supreme Court Judge has been appointed as the Administrator. The relevant portion of the said order reads as under:

> *"1. This Court has interacted with the parties and it is agreed that to come out of the deadlock inter se the parties, for administration of the Public Trust, let an independent Administrator be appointed.*
> *2. Accordingly, we hereby appoint Mr. Justice V. Rama Subramanian, former Judge, Supreme Court, Mobile No.9818000130 as an Administrator to manage the day to day affairs of the Public Trust.*
> *3. The fee of the Administrator shall be Rs. 10,00,000/- per month which is to be borne from the funds of the Trust. The Trustees shall forthwith hand*

over all the documents of moveable and immoveable properties, including the Lease Deeds, Bank accounts, Cheque book etc. and all the records to the Administrator.

4. For better administration, if anything is required to run the school, the Administrator shall supervise and control the movable & immovable properties, bank account, fixed deposit etc. belonging to the Trust. However, he shall not have any power or authority to alienate or sell any of the properties on behalf of the Trust. The learned Administrator shall be at liberty to seek any further documents or information from the Trustees who shall extend full co-operation to him. They shall not create any obstacle in the functioning of the Trust by the Administrator.

5. The Administrator shall, from time to time also pay all State taxes, Income Tax and other statutory dues in respect to the Trust in accordance with law.

6. The Administrator may also appoint officer(s) of his choice for secretarial services to oversee the functions of the Trust, whose remuneration shall be paid from the Funds of the Trust.

7. If any of the Trustees fail to comply with the terms herein, its non-compliance shall result in prosecution under the Contempt of Courts Act, 1971.

8. The Administrator shall also endeavour to bring the parties to a common ground to resolve their differences. The appointment of the Administrator shall continue until the differences between the parties are resolved and the Trustees agree to function effectively as the Board of Trustees of the Trust.

9. The present Appeal is accordingly disposed of."

5. In terms of the above order, the Administrator is to take care of all the State taxes, income tax and all the statutory dues, as also supervise and control the movable and immovable properties, bank account, fixed deposits *etc*. belonging to the trust. However, the apprehension expressed by Mr.

Uppal, ld. Sr. counsel appearing for Mr. Satyam Kanoi is that the income tax notices would require records of the trust for the Administrator to be able to file all the necessary returns and the said records are stated to be in the possession of Mr. Shiv Jatia. This position is controverted by Mr. Sidhant, ld. Counsel who submits that the records are lying in the school which is currently being managed by the Administrator and whatever records are available with Mr. Shiv Jatia have been given to the ld. Administrator.

6. There can be no doubt that once the Administrator is appointed all the trustees and anyone operating the activities of the trust have to hand over all the relevant records to the ld. Administrator. In order to resolve the issue relating to the income tax notices or any other statutory notices, let all the parties appear before the ld. Administrator on the date mutually decided by the parties in confirmation with the ld. Administrator.

7. In addition, this Court is, *prima facie*, of the opinion that in the main matter, since the issue is only in respect of the trust and its constitution, in order for a smooth administration of trust, the parties ought to suggest the scheme that the High Court has to settle in terms of Section 92 of the CPC.

8. Some submissions have been made by the parties today. Ld. counsels wish to seek instructions and place certain proposals on the next date of hearing. Accordingly, let all the parties bring their respective proposals for the settling of the scheme of the trust on the next date of hearing.

9. List on 8th April, 2024 on the top of the Board.

PRATHIBA M. SINGH, J.

JANUARY 23, 2024/*dj/ks*