



IN THE HIGH COURT OF JUDICATURE AT MADRAS
RESERVED ON: 24-11-2025
PRONOUNCED ON: 21.01.2026

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CORAM:

THE HON'BLE MR.JUSTICE P. DHANABAL
SA No. 76 of 2015 and 35 OF 2017
and M.P. No.1 of 2015 and M.P No. 497 OF 2017

S.A. No.76 of 2015

V. Sigaravelu S/o Late Velu Naicker D.No.34/5
Nazz Theatre Rd Fort Coimbatore

..Appellant(s)

Vs

Sri Karivaradaraja PerumalTemple Rep By Its
Executive Officer Kottai Coimbatore.

..Respondent(s)

SA No. 35 of 2017

V.GurulingamS/o Late Velu Naicker Door
No.34/5, Nazz Theatre Road, Fort Coimbatore.

..Appellant(s)

Vs

Sri Karivaradaraja PerumalTemple, Rep By By Its
Executive Officer, Kottai, Coimbatore.

..Respondent(s)

SA No.76 of 2015

PRAYER: The Second Appeal has been filed under Section 100 of Code of Civil Procedure to set aside the judgement and decree dated 29/11/2013 made in AS No.57 of 2006 on the file of the Principal District Court, Coimbatore confirming the judgment and decree dated 31/12/2003 passed in OS NO.1104 of 2002 on the file of III Additional Subordinate Judge, Coimbatore.

SA No. 35 of 2017

PRAYER: The Second Appeal has been filed under Section 100 of Code of Civil Procedure to set aside the judgement and decree dated 29/11/2013 made in AS NO.18 of 2006 on the file of the Principal District Court, Coimbatore confirming the judgment and decree dated 31/12/2003 passed in OS NO.1107 of 2002 on the file of III Additional Subordinate Judge, Coimbatore.



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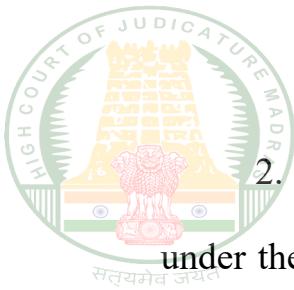
For Appellant(s):
[both appeals]Mr. K. Balamurali for
M/s.Shivakumar And SureshFor Respondent(s):
[both appeals]

Mr. Ramesh Mahadev

Common Judgment

The Second appeal in S.A. No.76 of 2015 has been preferred as against the decree and judgment dated 29.11.2013 passed by the Principal District Judge, Coimbatore in A.S. No.57 of 2006. The Respondent herein had filed an Original Suit on the file of the III Additional Subordinate Judge, Coimbatore in O.S. No.1104 of 2002 as against the appellant herein for recovery of possession and to pay a sum of Rs.23,175/- towards arrears of rent and to pay a sum of Rs.2,455/- towards future damages for the usage and occupation of property.

The Second Appeal in S.A. No.35 of 2017 has been preferred as against the decree and judgment dated 29.11.2013 passed by the Principal District Judge, Coimbatore in A.S. No.18 of 2006. The Respondent herein had filed an Original Suit on the file of the III Additional Subordinate Judge, Coimbatore in O.S. No.1107 of 2002 as against the appellant herein for recovery of possession and to pay a sum of Rs.31,425/- towards arrears of rent and to pay a sum of Rs.2,455/- towards future damages for the use and occupation of property. The trial Court decreed the Suit and in the first appeal, the First Appellate Court dismissed the appeal.



2. In both the cases, the *case of the Plaintiff temple* is that the temple is under the control of Hindu Religious and Charitable Endowments Department.

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The Suit property belonged to the Plaintiff temple and the defendants are the tenants of the Suit property. Initially one Velu Naicker, the father of the defendants, was the tenant of the entire property. After his demise, the wife of the said Velu Naicker and mother of the defendants namely Lakshmiammal, became the tenant and was paying rent. In the year 1991, the said Lakshmiammal could not continue the tenancy due to her health condition. Thereafter her sons namely V. Nagarajan, V. Ranganathan, V. Balasubramanian, V. Singaravelu, V. Gurulingam and V. Srinivasan made a joint representation to the Plaintiff temple stating that they will continue the tenancy by doing individual business, so that the tenanted-property can be divided and the individual property be allotted to them. On that basis, the temple authorities permitted the said six persons to occupy the individual areas of the properties. Therefore, the defendants and their siblings became tenants from the year 1991 onwards.

2.1. The defendants had also executed a rent note to the Plaintiff. The monthly rent was fixed at Rs.500/- from 01.04.1991 to 31.03.1994. From 01.04.1991 onwards, the monthly rent was Rs.625/-. Thereafter, a Fair-Rent Committee of the Hindu Religious and Charitable Endowments Department had fixed the fair rent for the property at Rs.2,455/- and the same was duly informed



to the defendants. The defendants also had given a consent letter dated 01.07.1999 accepting the rent at Rs.1,250/- per month, but the Hindu Religious and Charitable Endowments Department had directed to implement the fair rent at the rate of Rs.2,455/- per month from 01.11.2001 onwards. The defendants have not paid the rent for a long time and they have committed default in payment of rent and the arrears of rent due is Rs.29,175/- in O.S. No.1104 of 2002 as on 31.03.2002 and Rs.37,425/- in O.S. No.1107 of 2002 as on 31.03.2002. The defendants also had paid a sum of Rs.6,000/- each towards advance and the same was adjusted in the said arrears. As on date, the defendant in O.S. No.1104 of 2002 is liable to pay a sum of Rs.23,175/- and the defendant in O.S. No.1107 of 2002 is liable to pay a sum of Rs.31,425/- after deducting the advance amount. Therefore, the Plaintiff temple filed the said Suits.

3. The *case of the defendants* is that the defendants had paid the rent regularly, for which, the Plaintiff temple had not given any credit. The legal notice issued by the Plaintiff temple is not in accordance with law and as contemplated under law. Hence, the Suits are liable to be dismissed in *limini*. There is no definite stand on the part of the Plaintiff to fix the rent at every stage. Though the actual rent was fixed at Rs.625/- at its inception, the Plaintiff through its communication stated as Rs.2,455/- per month and without disclosing the fact that how the rent was enhanced or by whom, the rent was



enhanced, the Plaintiff temple filed the Suits. The Executive Officer of the temple has no authority to enhance the rent. The Plaintiff has not fixed the correct rent so far. The Plaintiff blocked the way of the defendants to proceed to shop which also caused the defendants serious inconvenience for running the shops by paying rent and despite request, the Plaintiff had not removed the wall. Therefore, the Suits are liable to be dismissed.

4. Based on the pleadings, upon hearing both sides and perusing the records, the trial Court has framed the following issues in both the Suits separately:

O.S. No.1104/2002

- (i) Whether the Plaintiff is entitled to the relief of recovery of possession.
- (ii) Whether the Plaintiff is entitled to a sum of Rs.23,175/-.
- (iii) To what reliefs, the parties are entitled to.

O.S. No.1107/2002

- (i) Whether the Plaintiff is entitled to the relief of recovery of possession.
- (ii) Whether the Plaintiff is entitled to a sum of Rs.31,425/-.
- (iii) To what reliefs, the parties are entitled to.

5. Both the Suits in O.S. Nos.1104 and 1107 of 2002 were jointly tried along with other Suits. Before the trial Court, a common trial was conducted and on the side of the Plaintiff, they examined PW1 and marked Ex.A1 to



Ex.A.26. On the side of defendant, DW1 to DW6 were examined and Ex.B.1 to Ex.B.6 were marked. The defendant in O.S. No.1104 of 2002 was examined as

WEB COPY DW1 and the defendant in O.S. No.1107 of 2002 was examined as DW6. The trial Court, after hearing both sides and perusing the records, passed a common judgment and decrees granting 3 months' time for eviction. Aggrieved by the said common judgment and decrees, the defendant in O.S. No.1104 of 2002 has preferred an appeal in A.S. No.57 of 2006 and the defendant in O.S. No.1107 of 2002 has preferred an appeal in A.S. No.18 of 2006 on the file of the Principal District Court, Coimbatore. The learned Principal District Judge, Coimbatore, after hearing both sides and perusing the records, framed the following **points for determination** :

- a) Whether Ex.A18 to A21 notices are valid in law.**
- b) Whether the defendants were in arrears of rent and if so, at what rate.**

After perusing records and hearing both sides, the First Appellate Court dismissed the appeals by confirming the common judgment and decrees passed by the trial Court and four months' time was granted to vacate the premises. Aggrieved by the said common judgment and decree, the present appeals have been preferred by the respective defendants.

6. The learned counsel appearing for the appellants would submit that the



appellants are the tenants under the respondent temple. Originally the property belonged to the temple and the same was leased out to the father of the appellants and he ran business in that premises and after his demise, the mother of the appellants continued the business and thereafter, the appellants entered into an agreement for rent with the respondent temple and the monthly rent was fixed at Rs.625/- per month and thereafter, the rent was enhanced at Rs.1,250/- per month. Suppressing the same, the respondent temple filed Suits as if the rent was fixed at Rs.2,455/-. They have paid the rent regularly, for which, the respondent temple has not given any credit. The appellants were running manufacturing units in the said premises and notice has to be issued by granting 6 months' time as per Section 106 of Transfer of Property Act. But in the present Suits, they have given only 15 days time and therefore, it is violation of law. Moreover, the Executive Officer has filed the said Suits on behalf of the temple without any authorization from the Board or Commissioner of Hindu Religious and Charitable Endowments Department. The Executive Officer has no authority to file the Suit, but the Courts below have not considered the same. Moreover, the respondent temple without any valid reasons enhanced the rent without giving any opportunity to the appellants and the same is arbitrary. Now the appellants are ready to pay the rent fixed by the Committee constituted by the Government. However, the Courts below have not considered the above said facts and erroneously decreed the Suits. Therefore, these second appeals have to be allowed.



7. The learned counsel appearing for the respondent / Plaintiff would submit that the appellants and others are the tenants and they occupied the **WEB COPY** property and agreed to pay rent of Rs.500/- from 01.04.1991 to 31.03.1994 and from 01.04.1994 onwards, the monthly rent was fixed at Rs.625/-. Thereafter, Fair Rent Committee of the Hindu Religious and Charitable Endowment department had fixed a fair rent at Rs.2,455/- and the same was informed to the appellants / defendants. The defendants sent their consent letter for a sum of Rs.1,250/- per month, but the same was not accepted by the Hindu Religious and Charitable Endowment department and directed to implement the fair rent at Rs.2,455/- per month from 01.11.2001 onwards. The appellants have not paid the rent for a long time and they committed default. Therefore, as on 31.03.2002, there are arrears of rent payable by the appellants. The defendant in O.S. No.1104 of 2001 has to pay a sum of Rs.29,175/- as on 31.03.2002. The advance paid by the defendant for a sum of Rs.6,000/- has been adjusted in the arrears of rent, thereby the defendant has to pay a sum of Rs.23,175/-. The defendant in O.S. No.1107 of 2001 has to pay arrears of rent for a sum of Rs.37,425/- as on 31.03.2002. After adjustment of advance amount of Rs.6,000/-, a sum of Rs.31,425/- has to be paid by the defendant. They have not paid the said amounts. Therefore, the respondent temple filed Suits. Before the trial Court, witnesses were examined and documents were marked on both sides. Based on the oral and documentary evidences, the trial Court correctly decreed the Suits and the defendants also admitted the arrears of rent payable by



them. Aggrieved by the said judgment and decrees, the defendants have preferred separate appeals and the First Appellate Court, after elaborate **WEB COPY** discussions, confirmed the decrees and judgment passed by the trial Court.

Therefore, both the Courts have given concurrent findings and hence these second appeals are liable to be dismissed.

8. This Court heard both sides and perused the entire materials available on record.

8.1. For the sake of convenience and brevity, the parties hereinafter will be referred to as per their status / ranking in the Trial Court.

9. At the time of admitting the appeals, this Court framed the following ***substantial questions of law*** in both the appeals:

Whether the respondent temple which is governed by the Tamil Nadu Hindu Religious and Charitable Endowment Act could be represented by its Executive Officer whose appointment itself is void in view of the judgment of the Hon'ble Supreme Court in Dr. Subramanian Swamy and another v. State of Tamil Nadu and others (2014 (1) CTC 763)?

10. In this case it is an admitted fact that the defendants are the tenants under the Plaintiff temple. The Plaintiff has filed the Suit for eviction and for



payment of arrears of rent on the ground that the defendants have not paid the rent. It is an admitted fact that initially the rent was fixed at Rs.625/- and thereafter it was enhanced to Rs.2,455/-. Initially, the defendants had paid a sum of Rs.625/- as rent and thereafter, they were ready to pay Rs.1,250/- towards rent, but they have not paid the said rent amount as fixed by the Fair Rent Committee at Rs.2,455/- per month. Therefore, the Plaintiff temple filed Suits. The defendants also admitted the receipt of notice for the enhancement of rent of Rs.2,455/- per month and they sent a letter stating that they are ready to pay a sum of Rs.1,250/- per month and therefore, it is clear that the defendants have failed to pay the rent as fixed by the Fair Rent Committee.

11. Before the trial Court, on the side of the Plaintiff temple, they examined PW1 and marked Ex.A.1 to Ex.A.26 and on the side of the defendants, they examined DW1 to DW6 and marked Ex.B.1 to Ex.B.6. The defendant in O.S. No.1104 of 2002, who has been examined as DW1, has deposed about the case. The trial Court, in its common judgment, discussed that the Plaintiff temple enhanced the rent from Rs.625/- to Rs.2,455/-. According to the defendants, the said increase is not in accordance with law. As per the evidence of PW1, he stated about the reasons for the enhancement of rent. However, there are no grounds to increase the rent at 400% and the same is not acceptable. Earlier, the rent was enhanced for 25% and thereafter, the defendants admitted to pay 100% hike from Rs.625/- to Rs.1,250/- per month.



Though the defendants were ready to pay a sum of Rs.1,250/- per month

towards rent, they have not paid the rent to the Plaintiff temple, thereby, the

WEB COPY Plaintiff temple issued notice to the defendants to vacate the premises. The trial Court decreed the Suits and directed the defendants to vacate the premises by fixing the rent of Rs.1,250/- per month along with 9% interest. As far as the notice is concerned, the Plaintiff issued notice to the defendants and the defendants also received the said notice. According to the trial Court, since the Plaintiff temple mentioned time in the notice, it is valid as per law, but the trial Court failed to discuss about the applicability of Section 106 of Transfer of Property Act. The trial Court exceeded its limit in fixing the fair rent without any proper evidence and without any prayer.

12. The Plaintiff temple has not preferred any appeal as against the said findings of the trial Court. However, the defendants have preferred appeals and the First Appellate Court, after discussion, came to a conclusion as per Ex.A.1 dated 27.06.1991, letter from the mother of the defendants namely Lakshmiammal, wherein she had expressed her desire to have the lease granted to her terminated and she had briefed about the inception of tenancy initially granted to her husband Velu Naicker and that her husband was making steel trunks. Under Ex.A.2 to Ex.A.5 rent notes, there is a statement that the lessee has been making steel trunks. In Ex.A3 to Ex.A5, the lessees make a unilateral statement that they are dealing with either scrap plastic or scrap iron as the case



may be. In the written statement, they have not stated about the purpose of lease. But in the evidence, they stated that the purpose of lease is for manufacturing. However, after referring Section 106(1) of Transfer of Property Act, the Suit or other proceedings are instituted after the time stipulated in the notice of termination. In the present Suits, they have admittedly been instituted after the expiry of 15 days' notice provided in Ex.A.18 to Ex.A.21 notices and also discussed about Section 106(3) of Transfer of Property Act that a notice shall not be deemed to be invalid merely because the period mentioned therein falls short of the period specified under Section 106(1) of Transfer of Property Act and dismissed the appeals by confirming the order of the trial Court.

13. Both the Courts have failed to consider the maintainability of the Suits on the ground that the Executive Officer has no authority to file the Suits and he has to file the Suit with the permission of the Commissioner of Tamil Nadu Hindu Religious and Charitable Endowment department or Board of temple. This Court formulated the substantial question of law in respect of maintainability that *Whether the respondent temple which is governed by the Tamil Nadu Hindu Religious and Charitable Endowment Act could be represented by its Executive Officer whose appointment itself is void in view of the judgment of the Hon'ble Supreme Court in Dr. Subramanian Swamy and another v. State of Tamil Nadu and others (2014 (1) CTC 763)?*. As far as the above said judgment *Dr. Subramanian Swamy and another v. State of*



Tamil Nadu and others (2014 (1) CTC 763) is concerned, that is on different foot and the same is in respect of the appointment of Executive Officer in a **WEB COPY** private temple, wherein the Temple was administered by the Hereditary Trustees and the Hindu Religious and Charitable Endowment appointed the Executive Officer. Therefore, the said case law will not be applicable to this case.

14. But in the case on hand, there is no dispute in respect of the appointment of the Executive Officer. However, according to the appellants, the Executive Officer has no authority to file Suit and he can file the Suit with the permission of the Board or the Commissioner of Hindu Religious and Charitable Endowment department. At this juncture, it is useful to refer the judgment of this Court in *Sri Arthanareeswarar of Tiruchengode and others v. T.M. Muthuswamy Padayachi reported in 2003 1 LW 386*. As per the said judgment, without authorization by the Chairman or the Commissioner of Hindu Religious and Charitable Endowments (HR & CE), its Executive Officer cannot file a Suit on behalf of a temple. In this case, there are no records produced by the Plaintiff to show that the Executive Officer was authorized to file the Suit on behalf of the temple. Therefore, the filing of the Suit itself is not in accordance with law and now the defendants are also ready to pay the rent fixed by the Committee appointed by the Government and therefore, it is appropriate to set aside the judgment and decrees passed by the



Courts below and the defendants have to pay the arrears of rent fixed by the Committee for the period from the default till date and thereafter, they shall pay the rent fixed by the Government without fail. If the appellants / defendants failed to pay the rent, then the Plaintiff / respondent temple is at liberty to take appropriate steps in accordance with law.

15. In view of the above said discussions, these **second appeals are allowed**. The decrees and common judgment passed by the trial Court in O.S. No.1104 of 2002 and 1107 of 2002 confirmed by the First Appellate Court vide judgment passed in A.S. Nos.57 of 2006 and 18 of 2006 are set aside and the appellants / defendants are directed to pay the entire arrears of rent, if any, as calculated by the temple, **along with interest at 9%**.

16. The respondent / Plaintiff is directed to furnish the particulars of arrears of rent, if any, to the appellants / defendants **within one month from the date of this judgment**. **Thereafter, the appellants have to pay the said amount within 2 months along with interest at 9%, failing which the respondent / Plaintiff temple is at liberty to take appropriate steps in accordance with law. There shall be no order as to costs. Consequently, the connected miscellaneous petitions are closed.**

21-01-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

MJS



P.DHANABAL J.

MJS

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To

1. The Principal District Court, Coimbatore.
2. The III Additional Subordinate Judge, Coimbatore.

Common Pre-Delivery Judgment in
SA No. 76 of 2015 and
SA NO. 35 OF 2017

21.01.2026