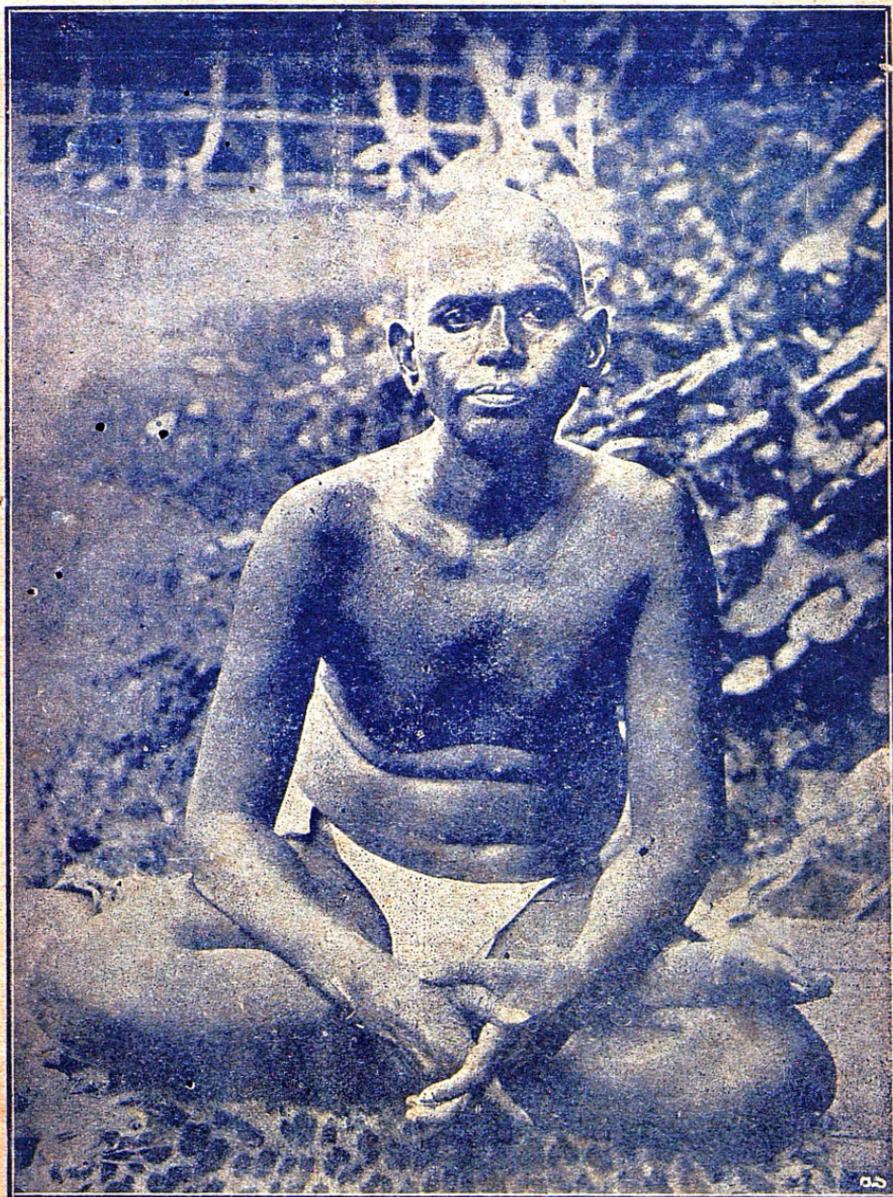


RISHIS'

Lack of real knowledge



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1936

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NOTICE

Brothers ! India shot into everlasting fame mainly on account of her Sanyasins. But now her fame is vanishing mainly on account of them. The gradual disappearance of this fame is due not only to the Sanyasins but also to their disciples, who lead more or less the life of Grihastas.

The following is an instance in support of the above statement. Most of you are fully aware of the existence of Ramanasram at Trivanna-malai and its sanctity. You might have either read or heard much of the Asram from books written by disciples of the Sawmi. In one of the books "Self Realisation" you might have come across the following statement, "The Asram is doing splendid spiritual work. When on various occasions devotees gave freely of their money or articles of food, large masses were constantly fed there (page 153) "The Sami never cared for these and never wanted any possession. As a rule very little remains after expenditure and little is kept over as a reserve. Many went there for a nice dinner as none is ever sent away without being given a regular course of meal sitting along with the Sami." These days are now gone. What do we see there now ? It is no exaggeration when I say that the donations of the devotees are now utilised for purposes other than these *i.e.*, for litigation, and for enriching the selfish people. The large masses that approach the Asram to-day for nice dinner are mostly beaten and driven out. Whether this is the action of the Sami or the circle of selfish friends that swarm about the Sami, I do not know.

About the year 1902 when the brother of the Sami visited the Asram he saw a quantity of sugar candy by the side of the Sami. "Thinking that it would be excellent prasadam in his native village and that it is acquired by his brother, without asking any one's leave bundled up some candy. The Sami at once made him understand by means of writing through his attendant Palanisawmy that there should be no question of proprietorship or relationship in such a matter. Everyone who goes to the Sami is equally entitled to participate in the presents offered at the

Asram. That the Sami was above relationship and that claims to property based on blood ties were distasteful to the Sami were the valuable lessons then taught." (Page 126). "He does not allow even his brother to arrogate to himself any rights of superiority over others" (page 219). It is now a great wonder that the Sami who pretended to have no worldly attachment has given the power of attorney a copy of which is attached here with, over the Trust property to his brother. I leave you to judge for yourselves whether this action of the Sami is justifiable and whether his brother, who arrived at Tiruvannamalai in the wake of his mother and to whom as widower's life with a little son to look after and a scanty income was not so attractive as life at Tiruvannamalai in company with his mother and brother' (page 129) is a suitable person to be invested with the power of attorney.

By this power of attorney, it is supposed that the Sami has appointed this brother of his as Sarvadhari over the Asram Trust property. I doubt very much whether such a thing would have been done by the Sami whose feelings towards his brother, we have already seen. This doubt of mine is strengthened by the fact that the document of the power of attorney bears no thumb impression or signature of the Sami but bears only the stamp "Ramanasram, Tiruvannamalai." From this it appears that his selfish brother and his circle of friends took advantage of the Sami's maunam and have done this without his knowledge. So I filed a petition stating that the power of attorney was null and void and that it was not done either with the knowledge or consent of the Sami. Strangely enough the Sami has filed a statement a copy of which is attached herewith in which he states that it is not correct to describe this defendant (Sami) as a Sanyasin." This sounds rather strange. The public visited him, revered him and offered their donations because they took him and even now take him to be a Sanyasin. When such is the case, it is not fault on the part of the Sami to have stated thus. Further in the power of attorney it is stated thus. "General power of attorney by the Sami known as Ramanamaharishi or Brahmana Swamigal (having no caste creed, profession or other details to be given as in the case of Grihastas)....." This shows that he is not a Grihasta. What then is he if he is neither a

Sanyasin nor a Grihasta? Do not these two statements contradict each other. At one time he declares himself to be a Sanyasin in order to attain popularity and at another time to be neither a Sanyasin nor a Grihasta to swallow the trust property. What more disguises or pretences our Sami is going to make, I am at a loss to know.

Moreover, the Sami in his statement (4th para) states that "he did not have disciples or followers to whom he stood in the relation of Guru or spiritual preceptor." This Sami who in one place states thus, states in another place that he has given the power of attorney to his brother whom he declares to be a "Sanyasi, disciple and devotee." It is really a wonder why the Sami accepts his own brother who came to Tiruvannamalai simply to lead an easy life, as his disciple and why he rejects those who were and are really his disciples, those who shared with him his difficulties, who served him night and day and who removed with their own hands even the Sami's urine and excreta. Is it ever possible for one to have come across such a Sami? Besides, in all the books written about him, "Self Realisation, Ramana Vijayam and Ramanagita," many pages deal with the Sami's disciples. Is Sami's statement that he has no disciples is true, why should these books deal so elaborately with his various disciples, and why has he kept quiet when such things were published. Does this not prove that the Sami is going against his conscience.

Further, the Sami now says that the Trust property which came into existence purely by the donations offered by the devotees and the public is not the Trust property but his own. This does not appear to me correct. The present site on which the Asram is built was a gift by the Government. When an application for this gift of land was made, there was stated in it that it was intended to be used for the public. Consequently, the application was endorsed by the Karnam and moniagar that the light might be given as a gift to the Trustee subject to the condition that he has no right to sell it. This is enough to falsify the Sami's statement that it is his own property. Such a statement by the Sami is an attempt to deceive both the public and the Government. The public can be easily deceived but the Sami cannot deceive the Government so easily.

The original abode of the Sami was on the slope of the Hill at a place known as Kandasram which was constructed mainly by my efforts with the help of the public donations. When the Sami was living there, there arose a dispute among his dependants as regards the question of right over the Asram. But the Sami never interfered in it. Now he states that it is his property. If it is so, why did he keep quiet when the dispute among his dependants was going on. Now he claims the property as his own probably because his worldly attachment is slowly growing.

After a time the Sami left this and came to the present abode. Even after this, there was the same cordial relationship between the Sami and me. But now he states in his statement that there was not only no connection between us but also I was hostile to him. This is nothing but a great lie uttered by him because of his love for wealth, for after he left the above Asram, I, out of my love for him wanted to make an idol of him and instal it. For this I had to take photos of the Sami in different postures and to this he agreed and even tried to help me through another Great Sami advising and directing me to go and enquire at a particular place to get it done at a cheaper rate. If there was no connection between us, would it ever be possible for him to advise me in the matter. He says that I was hostile to him. This is not correct for the District Munsiff who decided a suit between us states in his judgment, "The first plaintiff (myself) by himself did not strike me as a badman. It appears that he was responsible for the rise to fame of the first defendant" (Sami) Is this not a sufficient proof whether I would have been hostile or not? Moreover, till now, I have been celebrating his Jayanthi every year and on his Jayanthi day conducting processions and feeding the poor which brought him fame. If this is the outcome of hostile attitude, what then is the outcome of true friendship?

When the Sami's mother died, even though there was his brother in the Asram, he directed me to take the body, bury it and perform the funeral rites. I did so and erected a Samadhi and attemple over it. This statement of mine is strengthened by the statement in the book "Self-Realisation" (page 136), "In due form a pit was dug and Perumalsamy and other diciples duly placed the body therein." But the Sami in his state-

ment states it is untrue to say that plaintiff (myself) was asked to perform the funeral rites or that he did perform any such rites as alleged." Has ever a greater lie been uttered by the Sami? Let me ask him these questions, who performed the funeral rites. How much did he spend for it? Can he show accounts for it. Is the statement in the book 'Perumalsamy and other disciples duly placed the body therein.' Wrong? The book containing this statement was written by no less a person than B. V. Narasimha Sami. Would he, one of his admirers, have given a false statement in his book. Taking it to be wrong, why did not the Sami try to remove it from the book and why did not the publisher of the book who is no other than the Sami's own brother pay no heed to it. All these are clear proofs to show that the Sami's statement is thoroughly baseless and ungrounded.

This Sami professes to have nothing to do with the worldly affairs nor does he deeply ponder over them. But he has given the power of attorney over the Trust property to his brother and maintains that. It is not against the law. Is this an instance of his non-attachment to worldly affairs?

When the Sami left his house, he left a letter without his signature but with a few strokes instead at the end. This letter was written when he was in poverty. But when fortune smiled on him, he made use of a seal "Ramanasram, Tiruvannamalai. It was only with this seal that the power of attorney was executed without his signature. When I filed a suit against this on the ground that it was invalid because it did not bear the Sami's signature, the Sami to conduct the case, gave vakalat which contains the impression of the seal the stamp of his name and a few strokes at the end and also the names of some persons to bear witness to the fact that the seal, the stamp and the strokes stand for the Sami's signature. One is naturally forced to wonder at the development of the Sami's signature from mere strokes to seal, from seal to seal, stamp and strokes according as he progresses in prosperity. I do not know what turn it will take next. As regards this Sami's substitute for his signature, the present District Munsiff after rejecting it as not acceptable has stated," In this case, there is no question of inability to write the name by first defendant (the Sami) or illiteracy blindness or deafness or dumbness. I am therefore, of opinion

that the second vakalat does not constitute a valid power of appointment." When this vakalat which bears the seal, the stamp and strokes is declared invalid, how can the power of attorney which bears only the seal be invalid ?

In conclusion, I wish to say that the Sami knows reading and writing, and how to talk. He knows how to correct the songs composed about him by others to his taste and convert the praises of others about him into fame songs. He is capable of keeping the darkside of the Asram a secret. He professes to have nothing to do with the Asram and to be contented with the doles given to him by others. Such a Sami now lays claim to the Trust property, claims kindred with his brother and tries to deceive the public who have willingly offered their donations for charitable purposes and the Government. He shamelessly claims them as his own saying that he is no Sanyasin. The Sami who says that he is Para Brahma Sorubam now says that he is the seal and the seal is he. What harm is there for this Sami in putting his signature ? It is because he thinks that, if he does so, he will be attracted to wordly attachments as if all his other actions are not worldly. I do not know whether all these are the actions of the Sami or those of the Selfish friends that swarm about the Sami, and make use of him as a tool in their hands.

I have given wide publicity to the dark side of the Ramanasram to the public who know only the bright side of it as the dark side is being very carefully and cleverly kept hidden from the public view. My intention is that you should not be carried away by the glittering external appearance of the Asram and that you should be careful in future and be not deceived. In giving wide publicity to the existance of many evils in the Asram and exposing the dark side to the public view, I may be charged with Faithlessness and disloyalty to my Sami. To them, I have to say that my love for the Sami is even now great. But my love for the ideal life of a Sanyasi is greater. When such an ideal life is degenerating, I cannot but give expression to my feelings.

General Power of Attorney

By the Swami known as Ramana Maharishi or as Brahmana Swamigal, (having no caste, creed, profession or other details to be given as in the case of Grihastha) residing at the Ramanasirmam, near Palli Thirtham on Chengam—Tiruvannamalai Road at Tiruvannamalai, Tiruvannamalai Taluk, hereinafter called the executant to Niranjanandaswami, Sanyasi and disciple and devotee of executant and residing with him at Ramanasirmam as aforesaid—hereinafter called Sarvadhikari.

Whereas the secular affairs, pecuniary and otherwise of the Asram under the executant have for many years been looked after and managed by the aforesaid Sarvadhikari, without however any formal written authority.

Whereas in view of the increase and development of the properties and affairs of the Ramanasirmam, it is considered by many devotees of the Asram as well as the executant that a power of attorney is necessary.

And it is also desirable to end or prevent unseemly squabbles and false claims already put forward or hereafter likely to be put forward by others, to manage the affairs of the Ramanasirmam, it is hereby stated and declared :—

That in the past as at present, there has been only one institution known as “Ramanasirmam consisting of the executant, and subject to his authority and control, the devotees gathering to him and residing permanently or temporarily with him ; i. e , that in effect and in fact ‘Ramanasirmam’ is only another name for the executant.

That the properties and incomes etc , have already been conveyed, assigned, dedicated and gifted to or otherwise devolved upon the executant almost invariably in the name of “the Ramanasirmam” and have been looked after by a single person with the permission and consent and on behalf of the executant, but without any writing.

That all possibilities of doubt should be removed or prevented as to who that person is by the due and formal execution of a general power of attorney ; and

It is hereby further declared that the aforesaid Niranjanananda

Swami described above should hold and continue to hold all the properties, incomes and other secular rights now vesting or that may hereafter vest in the executant or Ramanasirmam as out agent or Sarvadhikari ;

That he should have full and absolute power to manage the same to effect leases etc., to sign, execute, and if need be, register necessary documents in this behalf such as receipts, sales, exchanges etc., when these have been sanctioned by the executant ;

That the aforesaid Niranjanda Swami should have full and absolute power to represent the executant and Ramanasirmam in all transactions of whatever nature not only with private parties but also with public offices, like the post and telegraphic offices the Railway Companies etc., and Courts of Law and should have full and absolute power to sign or verify all plaints, written statements, affidavits, memoranda, petitions, receipts, or other proceedings and papers that may become necessary on behalf of the executant and the Ramanasirmam ;

That in addition to and despite the particulars given above, the aforesaid Niranjanda Swami should have full and ample powers to act as the Agent and Sarvadhikari of the executant and Ramanasirmam during the continuance of this power—which shall continue until the same is cancelled by the executant ; and that the executant is bound by all acts, signatures etc., lawfully done, given or performed by the Sarvadhikari under this document as though they had been done given or performed by the executant himself.

Page 1.

Line 6:—'na' interlineation, 'or' and 'or' corrected into 'and' and 'and'.

Line 8:—alteration of 's' in Sarvadhikari as 's'.

Line 9:—Erasure after 'secular'.

Line 11:—Aforesaid 'interlineation after' that (; alteration of 's' in Sarvadhikari as 's'.

Line 15:—'as well as the executant' interlineation after 'Asram'.

Line 16:—Erasure after 'prevent'.

Line 22:—Permanently or temporarily after 'residing' interlineation.

Page 2.

Line 9:—Erasure after 'and'.

Given under our seal of this Ramanasirmam in token of execution of this document, (as we are not in the habit of affixing our signature to any document) at Ramanasirmam, Tiruvannamalai, this day the 23rd of May, nineteen hundred and thirty three.



Sri Ramanasirmam Tiruvannamalai.

Witnesses:—

- (Signed) V. Ganapathi Sastri, Taluk Head Accountant, Tiruvannamalai.
 („) V. Venkataraman, Vakil, Srivaikuntam, Tinnevely District at present at Tiruvannamalai.
 („) R. Subramaiah, 142, Mint Street, Sowcarpet, Madras now at Ramanasramam, Tiruvannamalai.

SCHEDULE OF PROPERTIES

1. The land, garden, temple, bungalows and other buildings etc., known as 'The Ramansram' which are situated on the Chengam Tiruvannamalai Road, on all sides of the Palli Theertham bounded on the north by the Odai, on the east by the odai on the south by the Chengam Tiruvannamalai road, on the west by the 'Pelakottu Inam land' excluding the Palli Theertham tank which includes S. Nos, 10/1C., c—1, c—2 and c—3 of an approximate extent of 7 acres with the following buildings thereon viz., a tiled hall 'The Asram' about 40 x 20, a dining and cooking building partly tiled and partly thatched, a temple of Mathurbhutheswara, and two platforms on the southern east of it, a cemented ferro concrete terraced cow shed, another thatched cow shed, a masonry water tank with a room under

it, a draw-well, a garden on all sides with mango, coccoanut, plaintain trees, etc., within the Tiruvannamalai Sub District, Tiruvannamalai Town.

II. S. No. 1850 1—64 acres dry with an assessment of Rs, 1-5-0 containing a small hillock and brick well in it, Tiruvannamalai Town, Tiruvannamalai Sub District.

III. The block of buildings up the hill above Virupākshi cave known as Kandasram within S. No. 10/c—2 forming part of the Ramanasramam, Tiruvannamalai Town, Tiruvannamalai Sub District.

IV. All the moveable properties and cattle etc., that are in No. 1 in the possession of the aforesaid Niranjananandaswami.

Line 1. Insertion of 's' after 'building'.

Line 12. Insertion of 's' before cemented'; Erasure after cemented.

Line 14. Erasure before 'a draw well'.

Line 15. Insertion of 's' after 'plantain'.

Line 21. Erasure after 'S. No. 13/c—2'.

Line 25. Alteration of 'under' as 'in'.



Sri Ramanasramam Tiruvannamalai.

Witnesses:—

(Signed) V. Ganapathi Sastri, Taluk Head Accountant, Tiruvannamalai.

(„) V. Venkataraman, Vakil, Sri Vaikuntam, Tinnevely District at present at Tiruvannamalai.

(„) R. Subramiah, 142, Mint Street, Sowcarpet, Madras now at Ramanasram, Tiruvannamalai.

Endorsements on the back of the 1st sheet

Document No. 23 of 1933 Book 4 contains 4 sheets, 1st sheet.

(Signed) Not clear,

Sub Registrar.

Presented at the Ramanasramam, Tiruvannamalai on the 23rd May 1933 between the hours of 8 A. M. and 9 A. M. by the seal of the Ramana Maharishi or Brahmana Swamigal. Execution admitted.

Sri Ramanasram,

Tiruvannamalai

The seal of the Ramana Maharishi or Brahmana Swamigal, Tiruvannamalai.

Known personally to the Registering officer, 23rd May 1933.

(Signed) Not clear,

Sub Registrar.

Registered as No. 23 of 1933 of Book 4, Volume 16 pages 69 to 72.

(Signed) Not clear,

23rd May 1933.

Sub Registrar.

The seal of the Sub Registrar of Tiruvannamalai.

Endorsements on the back of the 2nd sheet.—Document 23 of 1933 Book 4 contains 4 sheets, 2nd sheet. (Sd.) Not clear, Sub Registrar.

Endorsements on the back of the 3rd sheet. Document No. 23 of 1933 Book 4 contains 4 sheets, 3rd sheet. (Sd.) Not clear, Sub Registrar.

Endorsements on the back of 4 sheet. Document 23 of 1933, Book 4 contains 4 sheets. 4th sheet. (Sd.) Not clear, Sub Registrar.

Book 4 contains 4 sheets. 4th sheet. (Sd.) Not clear, Sub Registrar District Munsif's Court, Tiruvannamalai received 26th October 1933.

(True copy)

In the Court of the District Munsiff at Tiruvannamalai.

O. S. No. 30 of 1936.

Between :—

Perumal Swamiar

Plaintiff

And :—

1. Ramana Rishi Avergal. 2. Niranjana-
nanda Swamiar ... *Defendants.*

Plaintiff. Perumal Swamiar, disciple of Sri Ramana Rishi, Sanyasi, Saivaite, mendicant aged about 57, living in Kasha Tiruvannamalai is the plaintiff herein.

Defendants. Sri Ramana Rishigal, living in "Ramanasram" Chennam Road, Sanyasi is the first defendant herein.

Niranjanananda Swami, brother of the 1st defendant, Sanyasi, aged about 50, living in Tiruvannamalai, is the second defendant herein.

Plaint presented under section 26 and Order 7 Rule 1 of the Code of Civil Procedure.

1. 1st defendant about 40 years ago while young in age discarded all worldly things after having got disgusted with temporal affairs, took to spiritual life and with that object in view left his native village, came and settled in Tiruvannamalai as a Sanyasi. 1st defendant's ways attracted plaintiff who began to respect and love him and soon plaintiff became a disciple of the 1st defendant and began to live with him. Plaintiff was supporting the 1st defendant by feeding him by getting alms going about begging.

2. While so, the greatness of the 1st defendant and his ways and mode of life attracted a large number of persons *mostly through the efforts of the plaintiff who was responsible for giving due publicity to the same.* Visitors to the 1st defendant steadily increased in number from day to day. Donations poured in from all persons deeply interested in him for providing him with all conveniences and *for the use and benefit of the plaintiff as well as of the visitors there* and large amounts were thus realised.

3. Sometime later, the 1st defendant's mother died and plaintiff, *at the express desire of the 1st defendant and to the knowledge and consent of the 2nd defendant and a very large number of persons, openly performed the funeral obsequies of the 1st defendant's mother and incurred all expenditures, therefor and also built the tomb over the place where she was interred.*

4. As the greatness and fame of the 1st defendant gradually began to be felt by increasing numbers, new constructions were put up for the 1st defendant to reside and also over the tomb of the mother. Arrangements were also begun to be made for providing for the conveniences of those persons who used to visit the 1st defendant and receive instructions from him, during the period they stayed with him. *These things were done only through the plaintiff's efforts who was then looking after the 1st defendant and all his affairs.*

5. 1st defendant's abode was given the name "*Ramanasramam*" by the plaintiff and goes by that name still. Plaintiff was managing all the affairs of the 1st defendant on account of the intense love and devotion he had towards him and was mainly responsible for such large properties being endowed for the Ramanasramam. As these properties were given only for the benefit and convenience of the 1st defendant *and of his devotees staying with him* and no others had any right to or interest in them *and as plaintiff was openly and of right managing the properties for the last 25 years to the knowledge of the 1st defendant* these properties and the mother's tomb of the 1st defendant *Plaintiff has acquired a right to such management and nobody else, except plaintiff has a right to manage them or in any way interfere with the plaintiff's management of them.*

6. 2nd defendant under the pretext of a power of attorney alleged to have been executed in his favour by the 1st defendant, *has ousted the plaintiff* from his management of the properties and taken upon himself the management of the same against plaintiff's wishes and without his consent. *1st defendant did not execute any valid and binding power of attorney.* The power of attorney alleged to have been executed in favour of 2nd defendant *has not been signed by the 1st defendant.* The seal which the 1st defendant is alleged to have affixed to it is not a valid and authorised seal. The said power of attorney was *not executed at the instance and under the authority of the 1st defendant* and the 1st defendant has not expressly authorised

the drawing up of that document and 2nd defendant taking *advantage of the "Mounam" (silence) of the 1st defendant* has brought about the power of attorney to serve his own selfish purposes and hence the power of attorney is invalid and unenforceable in law. *1st defendant himself has no right or authority to execute such a power and even if it should be found that such a power was executed with the consent of the 1st defendant, it cannot confer any right on the 2nd defendant to oust plaintiff from his management and to manage the properties in his own name to the exclusion of plaintiff.*

7. As the properties of the Ramanasramam are *Trust properties and not the private properties of 1st defendant* and as they have been managed as such by the plaintiff *openly* in his own right, *for the last 27 years in pursuance of the desire of the persons who endowed them*, as well as of the 1st defendant, plaintiff submits that nobody else can claim any sort of right in the management of the properties.

8. 2nd defendant is bound to account to the plaintiff in respect of his management from the date he assumed charge of the same *ousting* plaintiff and retransfer the management to plaintiff in respect of the *plaint* scheduled properties. 2nd defendant has not chosen to do so in spite of repeated demands and has been evading compliance. Plaintiff is entitled to get a permanent injunction restraining 2nd defendant from interfering with plaintiff's management of the *plaint* properties in any manner whatsoever.

9. As 2nd defendant is giving out that he is only acting under the power conferred on him by the 1st defendant, plaintiff is entitled to get a declaration in his favour that such power will not affect his management of the *plaint* properties. For the purpose of getting effective adjudication in this suit in respect of plaintiff's right, considering the nature and scope of this suit and to invite 1st defendant's objection if any in this suit, 1st defendant is impleaded as a party to this suit.

10. The cause of action for this suit arose in about 1933 in Tiruvannamalai within the jurisdiction of this Hon'ble Court when plaintiff was ousted from his management and 2nd defendant began to illegally take charge of the management of the suit properties.

11. The valuation for purpose of court fees and jurisdiction is Rs. 100 and Court fee of the value of 11-3-0 is affixed under the provisions of Section 7 Clause B of the Court Fees Act.

Details of valuation

Value of the relief to cancel the power of attorney alleged to be executed by 1st defendant in favour of 2nd defendant to the prejudice of plaintiff	...	...	...	...	Rs.	A.	P.
Value of permanent injunction	...	...	...	...	50	0	0
Value of relief calling on 2nd defendant to account to plaintiff	...	...	...	...	20	0	0
					30	0	0
					<hr/>		
					100	0	0
					<hr/>		

12. It is therefore prayed that this Hon'ble Court may be pleased to declare:—

- (a) that plaintiff is solely entitled to manage all affairs of Ramanasramam as well as the properties specified in the plaint.
- (b) that the power of attorney alleged to have been executed by 1st defendant in favour of 2nd defendant to the prejudice of plaintiff's right, is not valid and enforceable in Law and that 1st defendant has no right or authority to execute such a power
- (c) to direct 2nd defendant to render full and complete accounts in respect of his management for the period he has unlawfully been doing so, ousting plaintiff
- (d) to issue a permanent injunction restraining 2nd defendant from interfering in any manner whatever with plaintiff's right of management of the plaint properties
- (e) to direct defendants to pay plaintiff the costs of this suit.
- (f) to grant such further or other relief as the Hon'ble Court may deem fit under the circumstances of the case.

SCHEDULE

Kandasramam known also as Ramanasramam together with all its immoveable and moveable properties on the hill in Kasba Tiruvannamalai, Tiruvannamalai Taluk.

2. The plot of land together with all its buildings and moveable properties there, within the boundaries noted below styled Ramanasramam by *plaintiff* and continued to be known later on as such.

East of the Pela tope garden, South of the Hill Odai, West of the Kannadi Swami garden Odai, North of the Chengam Road and to the plot of land belonging to Bavaji Nagendra Das and leased to plaintiff, and also Palli Theertham.

Tiruvannamalai }
20—1—1906. }

Signature of plaintiff
PERUMAL SWAMIAR,

Verification of plaintiff

List of document filed along with plaint.

1. 23—5—33. Certified copy of the registered power of attorney executed by 1st defendant in favour of 2nd defendant.

(Signed) T. R. Ramaswami Iyer,

Pleader,

In the Court of the District Munsiff at Tiruvannamalai.

O. S. No. 30 of 1936.

Between :—

Perumal Swamiar

... *Plaintiff.*

And :—

1. Ramana Rishi Avergal. 2. Niranjana-
nanda Swamiar

... *Defendants*

Written Statement of the 1st Defendant.

1. The address for service of this defendant is that of his pleader B. S. Srinivasagopala Ayyangar, Tiruvannamalai.

2. This defendant does not admit the allegations in the plaint save and except those as are herein expressly admitted and puts the plaintiff to strict proof of the same.

3. With reference to the allegations in para 3 of the plaint this defendant states that at very early age he chose the spiritual life and in pursuit of spiritual quest he left his native village and came to and lived in Tiruvannamalai. He was living in Tiruvannamalai at various places and devoting himself to spiritual pursuit. It is not correct to describe this defendant as a Sanyasin, as this defendant was never initiated into the order of Sanyasins or accepted the Sanyasa Asram as known to the Hindu Tradition.

4. During the time he so lived at Tiruvannamalai, this defendant was staying in various places such as the temple Gurumurtham, the mango tree cave, Pavalakundru, Virupaksha, Pachiamman temple, the Kandasramam, and finally the present place known as Sri Ramanasramam near the Palitheestham, and people interested in the spiritual life and spiritual pursuits were visiting him, some out of the curiosity, some for information or instructions. Some people used to visit more frequently than others and certain people used to stay with him for longer or shorter periods. Although this defendant used to give such information or instructions as he

possessed or was capable of to persons who sought it from him, this defendant did not have or accept disciples or followers to whom he stood in the relation of Guru or Spiritual Preceptor.

5. Among the people who came to this defendant for information or instruction as already stated, some stayed with him for long or short periods and the people who were interested in this defendant and liked him or his instructions used from time to time to give gifts of money or provisions or provide other conveniences for the use and benefit of this defendant and these were in the ordinary course received for the defendant by such of the people who used to be staying with this defendant from time to time and attending to his needs, comforts, and conveniences. This defendant however states that such voluntary gifts were intended for the sole use and absolute benefit of this defendant and were gifts to him to be applied in such manner and for such purposes as he desired without any limits whatsoever to the manner or method of such user or to the mode of its application. Moreover the people who from time to time stayed with this defendant did not by any reason of such stay become members of any order, organisation, or fraternity. They were not subject to any discipline: spiritual or otherwise; nor were they under the control of this defendant, nor did they receive any initiation under this defendant. They stayed of their free will and were free to depart as they pleased and some of them did so depart of their free will from this defendant. Usually one or more of the persons staying with this defendant attended to the task of receiving such offerings and gifts and applying the same for the comforts and needs of this defendant. It is absolutely incorrect to describe the monies or things so given and accepted as trust properties. If however in law they are to be deemed as Trust Properties they were properties of which the sole and absolute beneficiary was this defendant.

6. In respect of such gifts, there could not be any question of any specified public purpose, religious or charitable, nor any question of accounting or of trusteeship, and the people who received and expensed on behalf of this defendant did so according to his wishes and directions.

7. The plaintiff was one of those, who as he says was attracted to this defendant in or about the year 1914 and during the period 1914 to 1921

he used to be staying with this defendant, but there were long intervals of absence also. During this period it is true that he at times used to beg alms and used to offer part of the same to this defendant.

8. In or about the year 1915 several people who were interested in this defendant desired that a habitation should be constructed for him on the hill and gave subscriptions for that purpose. The plaintiff was among those who interested themselves in this matter and he also appears to have gone round and seen persons interested in this defendant and collected monies and applied them for purposes of constructing item 1 in the plaintiff's schedule situate on the hill. This defendant at all times understood that the same was constructed out of the funds offered by persons interested in this defendant with a view to providing an abode for this defendant's residence and that the property constructed out of those funds was this defendant's property, and at his absolute disposal. When the building having been constructed this defendant resided there and it came to be known as Skandasram. This defendant was so residing at this place from 1916 to 1922. This defendant is advised that the said property, having regard to the nature and mode of acquisition, is not Trust Property at all but is the property of this defendant and intended for his use and benefit and the same belongs to him and is entirely at his disposal.

9. In or about May 1922 the mother of this defendant died and her remains were interred in a place adjoining item 11 of the plaintiff's schedule on its southern side and described by plaintiff as the site of Bavaji Narendra Das. Over the place where her remains were so interred, a Samadhi is erected. It is untrue to say that plaintiff was asked to perform the funeral rites or that he did perform any such rites as alleged. Nor was the Samadhi built out of funds provided for by the plaintiff as claimed. The plaintiff who as already stated, was sometimes staying with this defendant while at Skandasram was so doing till about 1922 when this defendant's mother deposed when by reason of quarrels between him and others that stayed with this defendant he left the place altogether and has since then been taking a hostile attitude to this defendant and others interested in him living with him. From 1922 plaintiff never came as before to the place this defendant was residing and had nothing to do with this defendant or

the properties except that on some very rare occasions he was to be seen in the vicinity, for a few moments.

10. The plot of land covered by R. S. Nos. 10. 1/CC. 10 1C/1B and 10 1C/1C and meant by the plaintiff as item 11 of the plaint schedule was acquired by an assignment in the year 1930 and the buildings and constructions thereon were all with the exception of one hall raised after 1930 and after plaintiff has ceased long ago to have anything to do with this defendant. Both item 1 of the plaint schedule and item 11 thereof abovementioned together with all buildings and structures and improvements thereon are the properties of this defendant and belong to him absolutely and no other person has any interest or claim in or to the same or any right to control this defendant's views or enjoyment of the same. If for any reason the properties must in law be deemed to be trust properties this defendant is the absolute and sole beneficiary thereof.

11. The name Ramanasram is the name given to the place where this defendant now resides viz., item 11 of the plaint schedule among others. As really stated some persons who believed that they can get information regarding spiritual subjects stayed with him for long or short periods and arrangements have been provided for the convenience of such persons in the said place by this defendant. Buildings have been provided at the instance of this defendant for the said purpose and other comforts and conveniences also provided; but these have been done at this defendant's instance and under his instructions by way of his absolute use of his properties in his own way and for such purposes as this defendant in his sole discretion chose to apply them to, and without any obligations or control arising for any reasons whatsoever. The allegations in the plaint to the contrary are denied.

12. This defendant denies the allegations in the plaint that the plaintiff either by virtue of an authority derived from this defendant or by any independent right was managing either the properties or affairs of this defendant, or was in management of the properties set out in the plaint schedule. As stated above item II of plaint schedule was acquired by and for this defendant long after the plaintiff ceased to do anything for this defendant. As regards item I of the plaint schedule except to the extent that plaintiff received some donations and applied them, as already stated, there was no other management entrusted to, or exercised by plaintiff.

13. This defendant denies that there are any moveable or immoveable properties which are Trust properties or over which plaintiff has got a power to manage by virtue of a right derived, divorced of the will and pleasure of this defendant. This defendant denies that plaintiff has or could have a legal right to manage the affairs of this defendant against his will. This defendant states that at various times various persons who happened to reside with him used to look after the properties and affair at his instance and under his directions as this defendant as a rule does not worry him self about such matters.

14. This defendant denies the allegations in para 6 of the plaint and states that the said document was duly executed by this defendant and is perfectly valid and operative and the plaintiff has no right to claim any right to manage the properties of this defendant or to treat the said document as inoperative and void. The statement that this document was created by the 2nd defendant with a view to his own advantage taking advantage of this defendant's mounam is entirely incorrect.

15. Plaintiff's statement that he had remained with this defendant all through these years is not correct. The averment that plenty of wealth was amassed by the care, exertion and energy of this plaintiff is equally not correct. It is not true that plaintiff had from the beginning been attending to or directing all affairs or that to the knowledge of this defendant he was in management for 27 years as alleged in his sole right and in accordance with the wishes of others. Nor is it correct to say that plaintiff was the cause of acquisition of all properties,

16. The allegations that in or about 1933 plaintiff was ousted from his management is not true. In point of fact this plaintiff had never been in the abode of this defendant since 1922 and the time of this defendant's mother's demise, and it was the 2nd defendant, and a few others that had remained with him all along and attending to his affairs.

17. This defendant therefore states that the plaint discloses no cause of action. This suit is not maintainable in law and is in any event barred by limitation as the plaintiff had ceased to have anything to do with either this defendant or his affairs or properties from very early in the

year 1922. The plaintiff is not entitled to any of the reliefs claimed by him. This defendant therefore states that this suit may be dismissed with costs.

Dated this 26th day of March 1936.

(Signed) B. S. Srinivasagopala Ayyangar,

26—3—36.

Pleader for 1st defendant.

(Signed) Niranjanananda Swami,
for 1st defendant.

I, the agent of the 1st defendant abovenamed do hereby declare that what is stated above in paras 1 to 17 are all true to my knowledge information and belief.

Tiruvannamalai

26—3—36.

(Signed) Niranjanananda Swami,
for 1st defendant.

The amendment was made in pursuance of the order of the Court dated 4—4—36,

(Signed) B. S. Srinivasagopala Ayyangar,
Pleader for 1st defendant.

4—4—36.

(True copy)

தூய தமிழ்க் காவலர்
கு. மு. அண்ணல்தங்கோ
நூலகம்

சு. மு. அண்ணல்தங்கோ

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