

**IN THE COURT OF THE SUBORDINATE JUDGE OF POLLACHI**

**PRESENT: Thiru.M.Manikandan, M.A., M.L., PG.D.C.F.Sc.,**

Subordinate Judge, Pollachi

Thursday, the 26<sup>th</sup> day of March 2026

(2056, Thiruvalluvar Andu, Visuvavasu Varudam, Panguni Thingal 12<sup>th</sup> day)

**O.S.No. 120/2024**

**TNCB11-000860-2024**

1. M. Sasikala
2. K. Renukadevi
3. M. Ramakrishnan
4. P. Subashini
5. R. Arunkumar

... Plaintiffs

/Versus/

1. A. Senthilkumar
2. Muthulakshmi
3. Selvathal

... Defendants

This suit coming up for final hearing on 10.03.2026 before this Court in the presence of Thiru.A.Senguttuvan, B.Sc., B.L., Counsel for Plaintiffs and defendants were called absent set exparte and upon hearing the arguments of the plaintiffs side and perusing the records, having stood over for consideration till this date, this Court delivered the following...

**JUDGMENT**

Suit for directing the defendants to pay plaintiffs the agreed rent or in the alternate the sum of Rs.6,84,375.00 towards arrears of rent for the years 2021-2022, 2022-2023 and 2023-2024 with subsequent interest at the rate of 12% P.A. from the date of suit till realization and pay the costs of the suit.

2) The averments made in the plaint is as follows:-

One Manohari and the plaintiffs 1 and 2 are sisters born through one Kandasamy Gounder and Rathinammal of Singanallur Village, Pollachi Taluk. The suit properties

originally belonged to late. Marimuthammal as per Settlement deed dated 05.08.1972 a portion of the suit properties were settled in the names of the plaintiffs 1 and 2 and late Manohari by the said Marimuthammal and ever since then onwards the plaintiffs 1 and 2 and Manohari have become the absolute owner of the same as the Settlement deed was duly acted upon. On 04.11.1988 the above said Marimuthammal had executed a Will bequeathing her remaining properties in favour of the deceased Manohari and plaintiffs 1 and 2. Manohari also died on 02.05.2021 leaving behind the plaintiffs 3 to 5 as her legal heirs. As per the Settlement deed and Will, patta have been transferred to the names of Manohari and the plaintiffs 1 and 2. One Arumugam was the statutory tenant of the suit properties. Late. Marimuthammal, as per a lease deed dated 30.04.1972 let out the suit properties to Arumugam for a period of 1 year agreeing to pay the annual rent of 75 salagais of paddy, 50 bundles of haystack and 70 bags of groundnuts. All the terms and conditions of the lease have been incorporated in the said lease deed itself. Arumugam was the lessee till his death. The original tenant Arumugam is no more. He died on 28.08.2016 leaving behind his wife Pappathi @ Palaniammal, defendants 1 and 3 as his legal heirs. Pappathi @ Palaniammal also died on 25.09.2022. The late Arumugam became a tenant under the erstwhile landlady Marimuthammal and he has to pay the rent to the subsequent successors in title of the suit properties, who are the plaintiffs. Subsequent to the death of the tenant Arumugam, the defendants who are the legal heirs of the deceased Arumugam are in possession and enjoyment of the suit properties as tenants. The defendants have failed to pay the lease amounts to the plaintiffs for the past several years. Late Arumugam was a chronic defaulter in paying the lease amount even to the previous landlady from the year 1980 onwards. Hence the erstwhile landlady Marimuthammal had filed applications before Special Deputy Collector, Revenue Court for eviction on the grounds of arrears of rent and the same is pending. After the death of the erstwhile landlady also the deceased Arumugam and the present defendants have not paid rents, due to the plaintiffs in spite of several demands till

date. The defendants have also not paid the rents due to the plaintiffs so far. Hence the plaintiffs are constrained to file the suit.

3) On issue of summon to the defendants from this court, the defendants received the same. While the defendants were called in open court, the defendants were called absent and set exparte.

4) Heard plaintiff side argument.

5) In this case, the 3<sup>rd</sup> plaintiff himself examined as PW1 and Ex.A1 to Ex.A8 were marked.

**6) Point for consideration:**

- 1) Whether the plaintiffs are entitled for recovery of money as prayed for?
- 2) What other relief, the plaintiffs are entitled to?

**7) Point No. (i) and (ii):-**

a) Heard the arguments of the plaintiffs counsel. Perused the evidence and documents placed before the court. Admittedly, the suit is filed for the relief of recovery of money.

b) To prove the contention, the 3<sup>rd</sup> plaintiff has examined as PW1 and Ex.A1 to A8 are marked. It is clear from the perusal of Ex.A1 to A8 that the one Arumugam was the statutory tenant of the suit properties. Late. Marimuthammal, as per a lease deed dated 30.04.1972 let out the suit properties to Arumugam for a period of 1 year agreeing to pay the annual rent of 75 salagais of paddy, 50 bundles of haystack and 70 bags of groundnuts. Arumugam was the lessee till his death. The original tenant Arumugam is no more. He died on 28.08.2016 leaving behind his wife Pappathi @ Palaniammal, defendants 1 and 3 as his legal heirs. Pappathi @ Palaniammal also died on 25.09.2022. The late Arumugam became a tenant under the erstwhile landlady Marimuthammal and he has to pay the rent to the subsequent successors in

title of the suit properties, who are the plaintiffs. Subsequent to the death of the tenant Arumugam, the defendants who are the legal heirs of the deceased Arumugam are in possession and enjoyment of the suit properties as tenants. The defendants have failed to pay the lease amounts to the plaintiffs for the past several years. Late Arumugam was a chronic defaulter in paying the lease amount even to the previous landlady from the year 1980 onwards. Hence the erstwhile landlady Marimuthammal had filed applications before Special Deputy Collector, Revenue Court for eviction on the grounds of arrears of rent and the same is pending. After the death of the erstwhile landlady also the deceased Arumugam and the present defendants have not paid rents, due to the plaintiffs in spite of several demands till date. Upon considering the evidence of P.W.1 and documents produced on the side of plaintiff, this court is of the view that the plaintiffs have established that the defendants are liable to pay the outstanding amount of Rs.6,84,375/- with interest.

c)According to the learned counsel for the plaintiff, even after repeated demands, the 1<sup>st</sup> defendant failed to pay the amount. From the evidence of PW1 and the documents produced before the court, it is evident that the defendants are tenant of the suit properties and failed to pay the rents. This being so, when the plaintiff has proved his case through the oral evidence of PW1, through Ex A1 to A8. To deny the contention, the defendants not turned before the court either to file the written statement or contest the case and filed to prove the same neither let in oral evidence nor through documentary evidence and defendants were called absent and set exparte. Hence this court has drawn adverse inference as against the defendants as per section 114(g) of Indian Evidence Act. Considering the plaintiff side evidence and documents this court finds that the plaintiff proved the case. Accordingly, the point is answered in favour of the plaintiff.

8) As a result, the suit is decreed as follows:

- i) that the defendants be and are hereby directed to pay a sum of Rs.6,84,375/- to the plaintiffs with subsequent interest of 9% per annum from the date

- of plaint till date of decree thereafter at 6% per annum till its realization,
- ii) Time for payment is two months.
- iii) that the defendants be and are hereby directed to pay the cost of the suit.

Dictated to the steno typist directly, typed by her and corrected and pronounced by me in the open court, this the 26<sup>th</sup> day of March 2026.

Subordinate Judge,  
Pollachi

Plaintiffs side Witness:

PW1 - Ramakrishnan

Plaintiffs side Exhibits:

Ex.A1	05.08.1972	Settlement Deed	Certified Copy
Ex.A2	04.11.1988	Will	Certified Copy
Ex.A3	04.01.2002	Death Certificate of Marimuthammal	Xerox (Compared with Original)
Ex.A4	02.05.2001	Death Certificate of Manohari	Xerox (Compared with Original)
Ex.A5	26.08.2021	Legal Heir Certificate of Manohari	Xerox (Compared with Original)
Ex.A6	30.04.1972	Lease Agreement	Xerox
Ex.A7	28.08.2016	Death Certificate of Arumugagounder	Xerox (Compared with Original)
Ex.A8	-	Price details	Online Copy

Defendants side Witness and Exhibit: Nil

Subordinate Judge  
Pollachi.

**Fair/Draft Judgment**

OS No.120/2024

Date: 26.03.2026