



IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, THENI

**Present: Thiru.Swarnam J. Natarajan, M.L.,
Principal District Judge, Theni**

Wednesday, this the 01st day of April, 2026

Appeal Suit No. 54/2025

C.N.R. No.TNTH01-001709-2025

V. Abudahir

... Appellant/ Plaintiff

/Versus/

1. B. Lakshmi

2. Minor. B. Ashvanth

3. Minor. B. Ashvitha

(2 and 3 Respondents represented through
their natural guardian and mother of
1st Respondent)

... Respondents/Defendants

Appeal against the Judgment and Decree dated 12.03.2025 in O.S.No.293 of
2021 on the file of Subordinate Court, Theni.

Between:-

V. Abudahir

... Plaintiff

/Versus/

1. B. Lakshmi

2. Minor. B. Ashvanth

3. Minor. B. Ashvitha

(2 and 3 Respondents represented through
their natural guardian and mother
of 1st Respondent)

... Defendants



This Appeal suit was coming up for final hearing on 17.03.2026 in the presence of Thiru. M. Subramanian, Advocate for the Appellant/Plaintiff and of Thiru. M. Rajesh, Advocate for the Respondents/Defendants and upon perusing the records and the trial Court Judgment and decree and on hearing both side arguments, this court delivered the following;

J U D G M E N T

The unsuccessful plaintiff in O.S.No.293/2021 before the learned Subordinate Judge, Theni, had filed the present appeal and the suit was instituted by him against the defendants 1 to 3, being the legal heirs of the deceased Balaji, for recovery of a sum of Rs.6,07,500/- based on the promissory note executed by the deceased in favour of the plaintiff towards business transaction with subsequent interest. By judgement dated 12.03.2025, the suit was dismissed. Being aggrieved and dissatisfied with the order of dismissal, the present appeal is preferred.

2. The facts stated in the plaint in brief is as follows :-

2(i) The first defendant's husband and defendants 2 and 3 minors father late Balaji and the plaintiff Thiru. V. Abudhahir are friends from their childhood



and very closely they moved with each other. On 04.01.2014, the deceased came to the house of the plaintiff and informed him that he is known to the prospects in the maize business very well and in and around Kuchanoor area, the maize had grown up and ready for harvesting abundantly and due to the abundant harvesting going to be taken place, there would be sudden fall in the price of maize during the relevant time and at that time, he knows certain agriculture farming persons from whom the maize can be purchased in wholesale manner and if they could stock the same for 3 months, they could sell the maize huge profit.

2(ii) However, the deceased Balaji had no sufficient funds to purchase the same. In this regard, he had requested the plaintiff to invest in the said business so that the profit can be shared. On enquiry from the father of the deceased Balaji and from his friends, they had also affirmed the said fact and given assurance that the deceased Balaji would repay the amount as soon as he received profit in the said business. Believing the same, on 06.01.2014, the plaintiff joined in the said business activity of the deceased Balaji. On 05.02.2014, the deceased Balaji had informed the plaintiff that the required maize had been stored in agricultural co-operative society's building worth Rs.7,32,240/- and on verification of the said receipt book, it reveals that the



required stock has not been maintained by the deceased Balaji and he was informing contrary statements.

2(iii) Thereby, while he was enquired along with his father, Balaji had admitted the fact that he had not purchased or invested the money he had borrowed from the plaintiff with regard to purchase of maize and he had utilized the said amount for various purposes. Thereby, he had agreed to compensate the plaintiff by repaying Rs.7,32,240/- within 15 days from the date of the said agreement and in this regard, in case the deceased Balaji failed to repay the said amount. The property standing in the name of the deceased Balaji's father, coconut grove, in which 6 cents he would transfer in the name of the plaintiff which goes to the share of deceased Balaji and taken back the original document in respect of the said property and also agreed that his house properties he would be entrusted to the plaintiff if within 15 days the said amount is not repaid.

2(iv) The said agreement was reached at Kuchanur in the house of the plaintiff in the presence of one Deepakraj, Murugan son of Palaniraj and an undertaking deed was executed on 25.08.2014. The original undertaking deed is produced along with the plaint. Since the deceased Balaji had not abided by the said undertaking given, one Periyakarupathevar's son Mani and Abdul Aziz



Nazir when they approached Balaji and enquired about him as to the remaining amount he has to pay, for which Balaji had first installment and paid Rs.49,000/-, second installment and third installment Rs.30,000/- and Rs.10,000/- was paid. Thereafter, the deceased Balaji was postponing the said payment and delaying the same.

2(v) On 20.03.2015, at the Notary Public's Office A. Karunanithi, the deceased Balaji along with the defendants and the plaintiff had been and worked out the amount payable by the defendant as Rs.4,50,000/- and in this regard, a sale deed was executed towards the payment of the said amount agreeing to repay the said amount on or before 20.09.2015 and on such payment being made, the document would be taken back. In case of failure on the part of the deceased Balaji to pay the amount, the document dated 20.03.2015 would become final and conclusive and the document would be registered by the deceased Balaji. Thereafter, the deceased Balaji absconded himself. In this regard, a complaint was lodged against Balaji for fraud and the plaintiff had approached the Hon'ble Madurai Bench of Madras High Court for habeas corpus and the said application was also closed on 22.04.2016.

2(vi) On 15.09.2018, in the presence of elders and friends Murugan, Deepakraj at Rathnam Nagar in the house of the plaintiff, the defendants agreed



and executed a promissory note on 15.09.2018. Based on the said promissory note, when the first defendant and the deceased Balaji's father were approached, the deceased Balaji's father died. Thereby, the defendants had succeeded to the properties of the deceased Balaji. Thereby, they are due and liable to pay the suit claim with subsequent interest.

2(vii) In this regard, the first defendant had fraudulently executed a settlement deed on 17.08.2016 in order to avoid payment of the suit claim and the said settlement deed would not confer right upon the second defendant. As the legal heirs of the deceased Balaji, the second defendant is due liable to pay the suit claim. In this regard, on 27.08.2021, a legal notice was issued to the defendants 1 to 3. Having received the same, on 07.09.2021, a reply notice was sent, denying the allegations made in the plaint. Hence, the present suit is filed.

3. The first defendant remained ex-parte and did not file written statement.

4. The written statement filed by the defendants 2 and 3 in brief is as follows:-

The plaint allegations are to be disproved in strict sense by the plaintiff. The defendants 2 and 3 are the legal heirs of the deceased Balaji. They are not aware of the alleged promissory note executed or with regard to the transactions. They never succeeded the property of the deceased Balaji, nor they



would come within the definition of legal representatives. Thereby, they are not liable to pay the suit claim. Hence, the defendants pray for dismissal of the suit.

5. Based on the above pleadings, the following issues are framed for trial:-

i.	Whether the plaintiff is entitled to recover the sum of Rs. 6,07,500/- along with interest as prayed for?
ii.	To what other relief the plaintiff is entitled to?

6. On the side of the plaintiff, the plaintiff Abudhahir was examined as PW1, one Deepakraj was examined as PW2, one Murugan was examined as PW3. Ex.A1 to Ex.A8 were marked on the side of the plaintiff. On the side of the defendants, no oral evidence was let in.

7. Findings of the Trial Court:

The trial Court was pleased to give a finding that Balaji would have executed the documents in favour of the plaintiff and there is no quarrel in this regard. The only factor that has to be seen is whether the defendants 2 and 3 are liable to pay the suit claim for the loan amount borrowed by the deceased Balaji. In this regard, the trial Court had relied upon Section 2(11) of C.P.C., legal representative means a person who in law represents the estate of a deceased person and includes any person who intermeddles with the estate of



the deceased and where a party sues or is sued in a representative character, the person on whom the estate devolves on the death of the party so suing or sued. Thereby, for the loan amount borrowed by the deceased Balaji, the defendants, though being the legal heirs they don't fall within the category of legal representatives intermeddles with the estate of the deceased person. Thereby, they are not liable to pay the suit claim and ultimately, the trial Court was pleased to dismiss the suit.

8. Being aggrieved by the same, the present appeal is filed for the following among other grounds:

The trial Court failed to consider the fact to disprove the case of the plaintiff, no attempt has been made by the defendants by letting in evidence. The trial Court has failed to consider the fact that the loan amount borrowed by the deceased Balaji had been proved by the plaintiff by examination of three witnesses. The said fact has not been disproved by the defendants by way of letting in evidence and no evidence had been let in on the side of the defendants to disprove the fact that the defendants are not the legal representatives of the deceased Balaji. Having admitted the fact that the deceased Balaji is due and liable to pay the suit claim and also benefited by the settlement deed executed,



now the trial Court erred in dismissing the suit. Hence, the appellant prays for allowing the appeal.

9. The points for consideration in the appeal are :-

i.	Whether the trial Court erred in holding that the defendants are not the legal representatives of the deceased Balaji and they are not liable to pay the suit claim?
ii.	Whether the trial Court erred in appreciating the fact that the defendants had not entered the witness box and the first defendant remained ex-parte, even then the burden was placed on the plaintiff and erred in dismissing the suit?
iii.	Whether the plaintiff is entitled for the suit claim from the defendants who are duty-bound to repay the loan amount due by their father Balaji?
iv.	Whether the suit is to be decreed as prayed for?

10. The learned counsel for the appellant contended that the property of the ancestor had been settled in favour of the second defendant minor by making the first defendant as the guardian in order to avoid payment of the suit claim by the defendants and the said settlement deed would not bind upon the plaintiff as far as recovery is concerned. Without appreciating the same, the trial Court erred in dismissing the suit. Hence, the learned counsel for the appellant



contended that the suit ought to be decreed and the defendants shall be made liable to pay the suit claim.

11. On the contrary, the learned counsel for the respondent contended that the trial Court had rightly appreciated the evidence and was pleased to dismiss the suit and no interference is required in the present appeal.

12. I have given my anxious consideration to the submissions made by both the parties. On the side of the plaintiff, Ex.A1 is the confirmation deed executed by the deceased Balaji in favour of the plaintiff narrating the business transaction he had entered into with the said Balaji with the plaintiff and failed to repay the loan amount. Ex.A2 is the promissory note executed by the deceased Balaji on 15.09.2018 for a sum of Rs. 4,50,000/-. The promissory note is a printed form containing the signature of the deceased Balaji and the thumb impression. Wherein the printed form states that for the urgent family expenses for business purpose, the amount was borrowed from the plaintiff. The promissory note states that on the date of execution of the promissory note, the amount was borrowed. It had never stated that for the earlier transaction, to confirm the same, the promissory note was executed, agreeing to repay the said loan amount. A3 is the death certificate of Balaji. In this regard, there is no quarrel.



13. Ex.A4 is the settlement deed executed by Thriu Ramalingam, son of R. Paramasivam, in favour of Ashwanth D2, stating that "... எனக்கு அவர்கள் பெயரில் ஏற்பட்ட நல்ல எண்ணத்தினாலும், அன்பினாலும், பிரியத்தினாலும் மேற்படி மைனர் அஸ்வந்த் அவர்களின் பிற்கால வாழ்க்கை நல்ல முறையில் இருக்க நான் மைனர் அஸ்வந்த் அவர்களுக்கு ஏதாவது சொத்து ஆதரவு எழுதிக்கொடுக்க வேண்டும் என்ற எண்ணம்கொண்டு எனக்கு பிதுராஜ்மாய் பாத்தியப்பட்டு என் பெயரில் வீட்டு வரி ஏற்பட்டு, நானே வீட்டு வரி செலுத்தி, எனது சொந்த சுவாதீன அனுபவத்தில் வைத்து அனுபவித்து வருகின்ற ரூ.5,00,000/- பெறுமானமுள்ள சொத்தை இதன்மூலம் நான் மேற்கண்ட மைனர் அஸ்வந்த் அவர்களுக்கு தான செட்டில்மெண்ட் எழுதிக்கொடுத்து அடியிற் கண்ட சொத்துக்களை இன்றுமுதல் மேற்கண்ட மைனர் அஸ்வந்த் அவர்களுக்கு கார்டியனாக தங்கள் சுவாதீனத்தில் ஒப்படைத்துவிட்டபடியால் ."

So, as per the settlement deed dated 17.08.2016, on the date of execution of the settlement deed, the same was acted upon and possession was handed over. Ex.A5 is a legal notice dated 27.08.2021. Ex.A6 is the postal receipt, Ex.A7 is the acknowledgment card and Ex.A8 is the reply notice.

14. So, the police complaint given by the plaintiff, the habeas corpus petition filed by the plaintiff were not filed before the Court. The plaintiff had not produced any other document to prove the fact that there was a business



transaction between the plaintiff and the deceased Balaji with respect to purchase, stock of maize and selling the same for higher price.

15. Though the defendant had not disputed all these facts and stated that they are no way concerned with the business of the deceased Balaji. It has to be proved by the plaintiff that the amount was borrowed towards welfare of the family and the same was not against the interest of the minors. Under what circumstances the promissory note was executed was not clearly proved by the plaintiff before the trial Court.

16. In the promissory note, it is stated that on the date of execution of the promissory note, the amount was borrowed towards business purposes and for discharging sendry loan. Whereas, according to the plaint averments, the loan was borrowed earlier and to evidence the transaction, the promissory note was executed. The plaintiff had not specified as to the properties which had been inherited by the defendants from the deceased Balaji in order to make them responsible and liable for the suit claim.

17. In the absence of evidence being let in with specific pleadings as to the property inherited by the defendants from the estate of the deceased person, the plaintiff cannot succeed in the suit for recovery of money. Under such circumstances, this Court finds that the trial Court has rightly dismissed the suit



and no interference is required in the present appeal and the appeal is liable to be dismissed, confirming the Judgment and decree of the trial Court. Hence, the points are answered against the Appellant and in favour of the Respondents.

In the result, the Appeal Suit is dismissed with cost throughout the proceedings confirming the order of dismissing of the suit in O.S.No.293/2021 dated 12.03.2025 passed by the learned Subordinate Judge, Theni.

Dictated to the Steno-Typist, taken by her in shorthand, transcribed and typed by her with the help of voice recorder, and Microsoft 365, corrected and pronounced by me, in the open court, this the 01st day of April - 2026.

**Principal District Judge,
Theni.**

Appellant side witness and documents :-

-Nil-

Respondents side witness and Documents:-

-Nil-

**Principal District Judge,
Theni.**



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A.S.No. 54/2025

The Principal District Court,
Theni.

A.S.No. 54/2025

Fair / Draft **JUDGMENT**

Dated : 01.04.2026

01.04.2026

Principal District Judge, Theni