

(1923) 09 MAD CK 0030
In the Madras High Court

Jeladi Burrayya Minor by Guardian Hanumayamma and Others	APPELLANT
Vs	
Ponduri Ramayya and Others	RESPONDENT

Date of Decision : 26-09-1923

Acts Referred:

Citation : AIR 1924 Mad 472 : (1924) ILR (Mad) 449

Hon'ble Judges : Odgers, J; Krishnan, J

Bench : Division Bench

Judgement

1. In this case defendants Nos. 2 to 5 are the appellants. They are the heirs-at-law of one minor Tirupatayya who died sometime ago. The plaintiff brings this suit for recovering from the first defendant personally and from the minor's estate in the hands of defendants Nos. 2 to 5 the amount due under the promissory note, Exhibit A, which is a renewal of Exhibits A-1 and A-2. It is found by the learned District Judge that the money due under the promissory note was borrowed for the purpose of paying the purchase money for certain lands which the guardian of the minor purchased for him. The question we have to decide is whether the money so borrowed for purchasing lands--we will assume that the purchase was for the benefit of the minor--constitutes a debt really binding on the estate of the minor. There can be no doubt that there was no necessity to borrow this money at all, nor to buy the lands. The District Judge has found that there was no necessity so to borrow; but he seems to have thought that, as it might be for the benefit of the minor, the minor's estate would be liable. ""We are unable to agree with this proposition. The guardian had no right whatever to involve the ward's estate in debt for the purpose of purchasing lands to be added to his estate. It has been so

decided in this Court in several cases--vide Subramania Nadan, Minor by his Maternal Uncle and Next Friend Kuthalalinga Nadan Vs. Ramasami

Nadan and Others, and Subramania Chetty Vs. Chidambara Mudali, . We must, therefore, hold that the debt in this case due under the

promissory note sued upon is not binding on the minor's estate or the heirs of the minor, and the decree passed against the minor's estate in the

hands of his heirs must be set aside. All that the plaintiff is justly entitled to is to have a decree against the lands actually purchased with the money

advanced by him. There will, therefore, be a decree in favour of the plaintiff only against the lands covered by Exhibit I, the purchase deed, to pay

the purchase-money under which the promissory note amount was borrowed. The lower Court has refused a personal decree against the first

defendant. There is no appeal against that portion of the decree and, therefore, we cannot pass any orders against the first defendant in this appeal.

2. As regards costs, the right order to pass in this case is to give defendants Nos. 2 to 5 their full costs throughout, the plaintiff paying such costs.

As between the plaintiff and the first defendant, there will be no order as to costs in the Second Appeal.