

IN THE COURT OF THE MUNSIFF, KAYAMKULAM

Present: Smt.Aneesa.A, Munsiff

Tuesday, the 17th day of March, 2026/26th Phalguna 1947

ORIGINAL SUIT.272/2023

(Filed on 19.07.2023)

Plaintiff:

Anithakumari, aged 40 years,
W/o.Sasidharan,
Ajith Bhavanam,
Pathiyoor West muri,
Kareelakulangara P.O,
Pathiyoor Village,
Karthikappally Taluk.

(By Advs.Hameed Manthalasseril,
Yazir.M.H,Galib M.H, Manthalasseril,
& Aleena.S)

Defendants:

1. Anilkumar, aged 49 years,
S/o.Thankappan,
Ashan Tharayil veedu,
Pathiyoor padinjare muri,
Kareelakulangara P.O,
Pathiyoor Village,
Karthikappally Taluk.

2. Sreelekha, aged 44 years,
W/o.Anilkumar,
Ashan Tharayil veedu,
Pathiyoor padinjare muri,
Kareelakulangara P.O,
Pathiyoor Village,
Karthikappally Taluk.
(Exparte)

This suit is having been finally heard on 17.03.2026 and the court on the same day delivered the following.

JUDGMENT

Suit for permanent prohibitory injunction.

2. **In a nutshell, the averments in the plaint are as follows:-** The plaintiff is the absolute owner of the plaint schedule property. The defendants are threatening the plaintiff with preventing the plaintiff from carrying out construction activities in the plaint schedule property and from taking measurements in the property and causing damage to the plaint schedule property. The plaint schedule property measuring 2 Ares 02 square metres, trees and other belongings in block No.21 in re-survey No.398/12-1 of Pathiyoor Village which belongs to the plaintiff as per Settlement deed

No.447/2020 dated 05.06.2020 of Kareelakulangara S.R.O and he is paying land tax over the same as per Thandaper No.30646. On 05.06.2020, the plaintiff has established clear boundary marks on all four sides of the plaint schedule property. A public road passes through the southern boundary of the plaint schedule property. There are clear boundary marks separating the public road and the plaint schedule property. The defendants had their property on the eastern boundary of the plaint schedule property. There was a private road on the western side of the defendants' property to their house. A clear boundary mark and boundary fence had been in existence on the western boundary of the private road for a long time. Similarly, a clear boundary fence separating the plaint schedule property and the eastern side of the private road of the defendants and the fence was covered with a sheet. Thus the defendants sold 6 cents of their property, which was separated from the plaint schedule property by clear boundary lines, to one Nasir. Thus even after the sale of 6 cents of property, the defendants used to travel through the private road to their property, which situates on the eastern boundary of the plaint schedule property. There are clear boundary marks on the western

side of the plaint schedule property. Similarly, the plaintiff has established clear boundary marks on 05.06.2020 separating the plaintiff's mother, Meenakshi Amma's property located on the northern boundary of the plaint schedule property. Even now the boundary marks are present on the northern boundary of the plaint schedule property. In such circumstances, the defendants have requested the plaintiff to sell 2 cents of property from the plaint schedule property for the purpose of constructing a new road on the western side of the plaint schedule property, while there is a private road on the eastern side of the existing boundary fence on the eastern side of the plaint schedule property, which is used to travel to the defendants' property. The area of the plaint schedule property is only 5 cents and that if 2 cents of property is sold out, the rest of the property will be useless and the plaint schedule property is essential for the plaintiff to build a house therein. Therefore the plaintiff is not ready to sell 2 cents of property to the defendants. Thereafter, the defendants are in enmical terms with the plaintiff and they have tried to do some illegal acts. In this circumstance, the plaintiff has decided to measure the plaint schedule property on the basis of the re-survey

records and to erect a strong fence on the boundaries. As part of this, on 11.07.2023 at 10 a.m, the plaintiff along with the surveyor and workers, reached the plaint schedule property. Then the defendants and the public together shouted at the plaintiff and tried to prevent the plaintiff from measuring the plaint schedule property and erecting a fence according to the existing boundary objectives on that day. Following this, the defendants approached the plaintiff on 15.07.2023 that they would not allow him to peacefully enjoy the plaint schedule property and to make constructions therein without selling 2 cents of property to the defendants. Similarly, the plaintiff got reliable information on 16.07.2023 that the defendants are making hasty preparations for the above illegal actions. The plaintiff has no other way, but to approach this court to get a decree of permanent prohibitory injunction restraining the defendants from trespassing into the plaint schedule property or from committing any waste or mischief therein or from destroying any boundary marks of the plaint schedule property or from obstructing the measurement of the property or from obstructing any construction works done in the plaint schedule

property or from cut opening a new road through any portion of the plaint schedule property. Thus, the suit.

3. Though the defendants No.1 and 2 appeared through counsel, they failed to file written statement. Hence they were proceeded under Order VIII Rule 10 of the Code of Civil Procedure, 1908.

4. The plaintiff filed affidavit in lieu of examination in chief and she was examined as PW1. Exts. A1 and A2 were marked. Exts. C1 and C1(a) were marked as court exhibits. Ext. A1 is the Settlement deed No.447/2020 dated 05.06.2020 of Kareelakulangara S.R.O. Ext.A2 is the tax receipt dated 17.05.2023. Exts.C1 and C1(a) are the commission report and rough sketch filed as per the order in I.A.2/2023. The oral and documentary evidence of the plaintiff go to show that the case put up by the plaintiff is true. So, the unchallenged evidence of the plaintiff proved her case. Thus, the suit is liable to be decreed.

In the result, the suit is decreed with costs as follows:-

- (a) The defendants No.1 and 2 and men or agents are restrained by a decree of permanent prohibitory injunction from trespassing into the plaint schedule property or from committing any waste or mischief therein or from

destroying any boundary marks of the plaint schedule property or from obstructing the measurement of the property or from obstructing any construction works done in the plaint schedule property or from cut opening a new road through any portion of the plaint schedule property.

(b) The defendants No.1 and 2 shall pay costs of the suit to the plaintiff.

(Dictated to the Confidential Assistant, typed by her, corrected and pronounced by me in open court on 17th day of March, 2026)

Sd/-
ANEESA.A
MUNSIFF.

APPENDIX:

Exhibit for the Plaintiff:-

A1. 05.06.2020 : Settlement deed No.447/2020.
A2. 17.05.2023 : Tax receipt.

Exhibits for the defendants: Nil.

Witness for the Plaintiff:-

PW1. 03.03.2026 : Anithakumari.

Witness for the defendants: Nil.

Court Exhibits:

C1,C1(a) 19.07.2023: Commission report,Mahazar & Rough sketch prepared by Adv.S.Sureshkumar.

Sd/-
MUNSIFF

// True Copy //

MUNSIFF

