

IN THE COURT OF THE MUNSIFF, KAYAMKULAM

Present: Smt.Aneesa.A, Munsiff

Tuesday, the 31st day of March, 2026/10th Chaithra 1948

ORIGINAL SUIT.346/2025

(Filed on 17.10.2025)

Plaintiff:

Rani Raghavan, aged 56 years,
W/o. Sreerenjan,
Pattasseril House,
Krishnapuram muri,
Krishnapuram Village,
Now residing at Pattasseril Royal Bhavanam,
Cheravally muri,
Kayamkulam Village.

**(By Advs.M.R.Salim &
Sandra.R.Salim)**

Defendant:

The Manager/ Site in-charge,
Vishwa Samudra Engineering Pvt.Ltd,
Site Office, Puthiyacavu,
Padanayarkulangara North,
Karunagappally, Kollam District.

(Exparte)

This suit is having been finally heard on 31.03.2026 and the court on the same day delivered the following.

JUDGMENT

Suit for permanent prohibitory injunction.

2. **The case of the plaintiff is as follows:-** The property scheduled hereunder and the building therein was the part and parcel of 11.72 ares of property in resurvey number 203/29 of Krishnapuram Village. The said property was owned and possessed by the plaintiff's father Mr.Raghavan by virtue of Sale deed No.568 dated 28th Kanni 1123 ME. By virtue of the said deed, plaintiff's father got 29 cents of property and the extent of the same was re-fixed as 11.72 ares during re-survey. The plaintiff's father died intestate by leaving behind the plaintiff and her mother as legal heirs. Subsequently, plaintiff's mother also died as intestate with regard to her share in the said property by leaving behind the plaintiff alone as legal heir. So after the death of her parents, plaintiff turn to be the absolute owner of the said property and the building therein through intesate succession. That, the erstwhile NH -66 was passing along the adjacent eastern side of the above said 11.72 ares of property. Now reconstruction of said road

is undergoing and for the purpose of reconstruction, 2.30 ares of property has been acquired and the remaining extent of 9.42 ares of property is there as owned by the plaintiff and is scheduled hereunder. The plaintiff scheduled property is now under the absolute possession and enjoyment of the plaintiff. After the completion of the acquisition proceedings, and after the disbursement of the compensation, plaintiff has erected barbed wire fencing at the eastern, northern and southern boundaries of the plaintiff scheduled property and are still there. That, while so, the Government of Kerala promulgated another notification for acquiring some more property from the eastern portion of the plaintiff scheduled property. That, acquisition proceedings have not yet completed and as such the Government has not taken possession of those portions of plaintiff scheduled property, which is intending to be acquired. Moreover, compensation amount has not been fixed and disbursed to the plaintiff so far. As such, the entire plaintiff scheduled property and the building therein is still under the absolute possession of the plaintiff. The acquisition proceedings will be culminated with the issuance of a written information as provided under Section 3(H) (2) of National Highway Act. The defendant herein is the Manager

cum Site- in-charge of Vishwa Samudra Engineering Private Limited, having its corporate office at Hyderabad. The reconstruction of NH 66, which is passing along the adjacent eastern side of the plaint scheduled property, has been undertaken by the said company. It is hereby submitted that as a contractor, the defendant company has no power or authority to take forceful possession of any private land during the course of carrying out the undertaken works. As a contractor, said company can carry out construction works in any private land only after the culmination of the acquisition proceedings. Acquisition of property and taking possession of the same are vested with the government concerned.

3. That, while so, on 14/10/2025, the employees of the defendant who are engaged in the ongoing works, tried to demolish the boundary fencing existing at the eastern, southern and northern boundaries of the plaint scheduled property. But due to the timely intervention of the plaintiff, the said attempt of the defendant's employees turned to be futile. But the employees of the defendant threatened the plaintiff that they will demolish the boundary fencing of the plaint scheduled property and will take forceful possession of

the eastern portion of the plaint scheduled property at any cost. On enquiry, it has been believed to the plaintiff that employees of the defendant attempted to commit the above illegal acts under the strength of ongoing acquisition proceedings. But it is hereby submitted that the defendant has no power or authority to take forceful possession of any portion of the plaint scheduled property before the culmination of the acquisition proceedings. If the defendant will take forceful possession of any portion of the plaint scheduled property before the culmination of the acquisition proceedings, the difficulties may arise in making any clarification or correction in future with regard to the location, extent etc. of the portion of the property intending to be acquired from the plaint scheduled property. There is very chance for the repetition of above narrated illegal acts from the part of the defendant and its henchman. In the event of any such act from the part of the defendant, the plaintiff is quite unable to resist the same. Hence, the plaintiff approached this court for a decree of permanent prohibitory injunction restraining the defendant and his henchmen from trespassing into the plaint scheduled property, from demolishing the boundary fencing exist at the southern, eastern and

northern boundaries of the plaint scheduled property and from taking forceful possession of any portion of the plaint scheduled property before the culmination of acquisition proceedings initiated by the Government with regard to the plaint scheduled property. Thus, the suit.

4. Though summons served to the defendant, he did not appear and contest the suit. Hence the suit against him set ex parte vide order dated 15.11.2025.

5. The plaintiff filed affidavit in lieu of examination in chief and she was examined as PW1. Exts. A1 and A2 were marked. Ext.C1 and C1(a) were marked as court exhibits. Ext. A1 is the certified copy of Sale deed No. 568/1123 M.E dated 28th Kanni of 1123 M.E. Ext. A2 is the tax receipt dated 18.08.2025 issued from Krishnapuram Village. Exts.C1 and C1(a) were the commission report and rough sketch.

6. PW2 is the advocate commissioner, who prepared Ext.C1 commission report and C1(a) rough sketch. These documents are prepared as per I.A.2/2025. The unchallenged evidence of the plaintiff proved her case. Thus, the suit is liable to be decreed.

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

- (a) The defendant and his henchmen are restrained by a decree of permanent prohibitory injunction from trespassing into the plaint scheduled property or from demolishing the boundary fencing exist at the southern, eastern and northern boundaries of the plaint scheduled property and from taking forceful possession of any portion of the plaint scheduled property before the culmination of acquisition proceedings initiated by the Government with regard to the plaint scheduled property.
- (b) The defendant 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 31st day of March, 2026)

Sd/-
ANEESA.A,
MUNSIFF

APPENDIX:Exhibits for the Plaintiff:-

- A1. : Certified copy of Sale deed No.568/1123 M.E.
dated 28th Kanni of 1123 M.E.
- A2. 18.08.2025 : Tax receipt.

Exhibits for the defendant: Nil.

Witness for the Plaintiff:-

- PW1. 21.02.2026 : Rani Raghavan.
- PW3 27.03.2026 : Nakul.O.S.

Court Exhibits:

C1 and C1(a). 17.10.2025 : Commission report, Mahazar and Rough Sketch prepared by Adv.Nakul.O.S.

Sd/-
MUNSIFF

// True Copy //

MUNSIFF

Typed by: Shafeek
Compd by: