

IN THE COURT OF THE MUNSIFF, KAYAMKULAM

Present: Sri.Shanavas.A, Munsiff

Thursday, the 23rd day of September 2021/1st Aswina 1943.

ORIGINAL SUIT.350/2018

(Filed on 18/09/2018)

Plaintiff:

Prasanna Kumari,aged 49 years,
W/o.Prasanna Kumar,
Thayyil House,
Puthiyavila muri,
Kandalloor Village.

(By Adv.Sri.M.R.Salim)

Defendants:

1. Syamala, aged 55 years, D/o.Kunjipillai,
Kannampallil Vadakkathil House,
Puthiyavila muri, Kandalloor Village.
2. Raji, aged 28 years, D/o.Syamala,
Kannampallil Vadakkathil House,
Puthiyavila muri, Kandalloor Village.
Now residing at Latheesh Bhavan,
Muthukulam muri, Muthukulam Village.
3. Latheesh @ Palani, aged 35 years,
S/o.Lekshmanan,
Kannampallil Vadakkathil House,
Puthiyavila muri, Kandalloor Village.

(By Adv.Sri.S.Sunil)

This plaint is filed under section XXVI Order VI and Rule 1 and 2 of the civil procedure code and coming on for final hearing before me on 22.09.2021 in the presence of the counsel for plaintiff and having been stood over consideration till 23.09.2021 and the court on the same day delivered the following.

JUDGMENT

Suit for permanent injunction.

2. The case of the plaintiff in brief is as follows:- The plaintiff is the owner-in-possession of plaint A schedule property ad-measuring 9.32 ares comprised in survey No. 3157 of Kandalloor Village by virtue of sale deed No. 1193/2003 of Sub Registrar's Office, Keerikkad. After the execution of the sale deed, plaintiff erected boundary fencing on the eastern and southern sides of plaint A schedule property. Plaintiff erected boundary fencing by leaving one metre width portion of plaint A schedule property at its eastern and southern extremities in order to provide a way to the residents at the southern side of plaint A schedule property and to her own property at the southwestern side. The portions of plaint A schedule property has left out by the plaintiff as mentioned is now lying as a

way along the eastern and southern extremities of plaintiff A schedule property and scheduled as plaintiff B schedule property. Even though plaintiff B schedule is lying as a way, it is the part and parcel of plaintiff A schedule property and the ownership is also with the plaintiff. The plaintiff never surrendered any portion of plaintiff B schedule property to anybody. The defendants have property at the southern side of plaintiff A schedule property and they are also travelling to their property through plaintiff B schedule property. They have no right over plaintiff B schedule property other than to use the same. On 15.09.2018, the defendants uprooted boundary fencing between their property and plaintiff B schedule pathway and also started to construct boundary wall at the northern boundary of their property by annexing portion of plaintiff B schedule pathway. Since the plaintiff obstructed the said act of the defendants, there occurred a scuffle between plaintiff's brother and 3rd defendant. It is sheer intention of the defendants to annex the portion of plaintiff B schedule property. Plaintiff C schedule is the two rows of bricks placed by the defendants at the south western portion of plaintiff A schedule property. The plaintiff demanded the defendants to remove plaintiff C schedule

bricks from there. But, they did not do so. The plaintiff got reliable information that the defendants are making preparation to repeat their illegal acts. Therefore, the plaintiff has approached this court for restraining the defendants from trespassing into plaint B schedule property and from committing any acts of waste therein. Thus, the suit.

3. Though the defendants appeared, they did not 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. 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) Defendants and men or agents are restrained by a decree of permanent injunction from encroaching any portion of plaint B schedule property or from annexing any portion of plaint B schedule property to the property of the defendants and from making

further constructions in plaint B schedule
property.

(b) Defendants shall pay costs of the suit to the plaintiff.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on 23rd day of September, 2021.)

Sd/-
SHANAVAS. A
MUNSIFF

APPENDIX

Exhibits for the Plaintiff:

A1 30.05.2003 : Certified copy of Sale deed
No.1193/2003 of SRO, Keerikkadu.

A2 17.09.2018 : Basic Tax receipt of Kandalloor Village.

Exhibits for the Defendants : Nil.

Witness for the Plaintiff:

PW1 20.09.2021 : Prasannakumari.S

Witness for defendants : Nil.

Court Exhibits:

C1 20.10.2018 : Commission Report prepared by
Adv.Sabeela Latheef.

C1(a) 20.10.2018 : Rough Sketch prepared by
Adv.Sabeela Latheef.

Sd/- MUNSIFF

// True copy//

MUNSIFF

Typed by: Shafeek
Compd by:

Judgment in OS.350/2018
dated. 23/09/2021