

IN THE COURT OF THE SUB JUDGE, CHENGANNUR

Present :- Smt.Veena.V.S, Sub Judge

Monday, the 30th March 2026/09th Chaithram 1948

EA 01/2025 in EP 1/2024

(Filed on 08.12.2025)

Decree Holder/Original Plaintiff:- Raju.B, aged 58 years,
S/o. Balakrishnan Nair,
Rathnalayam Veettil, Kuttemperoor Muri,
Mannar Village, Chengannur Taluk.
(By Adv. Suresh Mathai)

Judgment Debtor/Original Defendant:- Jayakumar, aged 59 years,
S/o. Sreedharan Nair,
Mulavanatharayil Veettil,
Kuttemperoor.P.O, Kuttemperoor Muri,
Mannar Village, Chengannur Taluk.
(By Adv. P.G.Sasidharan Pillai)

This petition having been finally heard on 30.03.2026 and this court on the same day passed the following.

ORDER

The petition is filed under Order XXI Rule 35 and Sec.151 CPC.

2. The petitioner is the decree holder. As per the decree in OS 3/2022 this court transferred the decree schedule property in favour of the decree holder by registering a sale deed vide No. 1334/1/25 of Mannar SRO through the process of court. The petition

is filed to appoint an Amin and a Surveyor to deliver the possession of the said property as it is still in the possession of the Judgment Debtor.

3. The Judgment Debtor filed objection by contending that the petition is not maintainable. As per the decree the sale deed should be executed for the balance amount after leaving 3 metre wide pathway from the northern side of the decree schedule property. The total extent of the property is 6 Ares 16 Sq. metre. But in Exbt. A1 document there is no mention that the remaining extent of the property after leaving 3 feet wide pathway is 5 Are. He has no other income or property. Hence he may be permitted to reside in the said property.

4. Heard both sides. Perused the records. As per the decree the plaintiff is entitled to get the sale deed executed through the process of court on the basis of Exbt. A1 contract on deposit of balance sale consideration and the plaintiff can file commission application for complying the stipulation in Exbt. A1 document while executing the decree. Hence as per the decree the holder filed execution petition and deposited the balance sale consideration. The Judgment Debtor accepted the said amount (Rs.7,66,000/-) from the court on 15-07-2025.

5. Decree holder obtained a survey commission report by leaving 3 metre wide pathway from the northern side of the decree schedule property as per the stipulations in Exbt. A1 agreement for sale executed in between the plaintiff and the defendant.

6. Perusing the survey commission report and plan it is obvious that the Commissioner and Surveyor identified and measured out 6 Ares 18 Sq. metre of property in the possession and ownership of the Judgment Debtor and separated the 3 metre wide pathway on the northern side of the said property. The remaining property is only 4 Ares 81 Sq. metre.

7. Even if the decree holder filed objection by alleging that the commissioner and the surveyor omitted to mention whether the northern 3 metre wide pathway shown in the plan is connected with the western panchayath road. If it is not connected with the panchayath road further property is required for the purpose of constructing a new pathway from GQ line to IJ line. The matter was heard in detail on 03-10-2025 and found that the said objection is not at all sustainable. At that time Judgment Debtor submitted before the court that the commission report and plan need not be altered as the property was properly measured out. Hence it is accepted in toto. The said property having extent of 4 Ares 81 Sq. metre as shown in the plan attached to the commission report was transferred in the name of the decree holder by executing a sale deed through the process of the court.

8. When the decree holder filed a petition to effect delivery of the said property, the Judgment Debtor raised objections which ought to have been taken at the trial stage. The Judgment Debtor did not contest the case at the trial stage or file a petition to set aside the exparte decree or challenge the decree in appeal. So the decree is binding upon

him. This court being the execution court cannot travel beyond the decree. So the contentions raised by the Judgment Debtor is not at all tenable. I do not find any sufficient ground to deny the delivery of property to the decree holder who purchased the said property through the process of court.

In the result, the petition is allowed. Amin is appointed to effect delivery. Smt. Sruthy. M the surveyor is appointed to aid the Amin for identifying the decree schedule property. Pay Rs. 2,000/- (Rupees Two thousand only) as bata to the surveyor at the time of visit of the property. Effect delivery on 06-04-2026 and for report on 07-04-2026.

Dictated to the confidential Assistant, transcribed and typed by her, corrected by me and pronounced in Open Court on this the 30th day of March 2026.

Sd/-
Veena. V.S
Sub Judge

Appendix: NIL

Id/-
Sub Judge

//True Copy//

Sub Judge