

IN THE COURT OF THE MUNSIFF CHENGANNUR
Present : Smt. Amala Lawrence, Munsiff,
Tuesday, 02nd day of June 2026/ 12th Jyaishta 1948

IA No.1/2025 in OS. No.234/2025
(Filed on 05.11.2025)

Petitioner/ : Geevarghese George @ G.George,
Original Plaintiff : aged 60 years, S/o T.George,
Thottathil Chellattu Veetil,
Mazhukkeer Mel Muri,
Chengannur Village,
Chengannur Taluk.
(By Adv. P.K.Ajith Kumar &
Adv.M.S.Minimol)

Respondents/ : 1. Jacob George, aged 64 years,
Original Defendant : S/o T.George,
Thottathil Chellattu Veetil,
141 A Number,
Puliyoor Panchayath, 5-^oo Ward,
Thinkalamuttam Bhagam,
Perissery Muri, Puliyoor Village,
From- Thottathil Chellattu Veetil,
Mazhukkeer Mel Muri,
Chengannur Village,
Chengannur Taluk.

2. Sumana Jacob, aged about 63 years,
W/o Jacob George,
Thottathil Chellattu Veetil,
141 A Number,
Puliyoor Panchayath, 5-^oo Ward,
Thinkalamuttam Bhagam,
Perissery Muri, Puliyoor Village,
From- Thottathil Chellattu Veetil,
Mazhukkeer Mel Muri,
Chengannur Village,
Chengannur Taluk.

3. George Jacob, aged 36 years,
S/o Jacob George,
Thottathil Chellattu Veetil,
141 A Number,
Puliyoor Panchayath, 5-^oo Ward,
Thinkalamuttam Bhagam,
Perissery Muri, Puliyoor Village,
From- Thottathil Chellattu Veetil,
Mazhukkeer Mel Muri,
Chengannur Village,
Chengannur Taluk.
**(R1 to R3 By Adv. P.O. Jose &
Adv. Pinku Mariam Jose)**

This petition having been finally heard on 21.03.2026 and the court on 02.06.2026 passed the following:-

ORDER

This petition has been filed as per the provisions under Order XXXIX Rule 1 and 2 of the Code of Civil Procedure.

2. **Petition averments, in brief, are as follows:-**

The petitioner is the plaintiff in the suit. The suit has been filed for fixation of boundary and permanent prohibitory injunction. The first defendant is the elder brother of the plaintiff. The second defendant is the wife of the first defendant, and the third defendant is the son of defendants 1 and 2. The plaintiff schedule Item No. 1 property is in the absolute ownership and possession of the plaintiff. The property, having an extent of 15 Ares and 7 Sq. Metres in Re-survey No. 597/6-6, devolved upon the plaintiff by virtue of a Will Deed

dated 13.02.2001 executed by T.G. Zachariah, who was the brother of the father of the plaintiff and the first defendant. In the said Will Deed, the property is described as B Schedule property. On the northern side of plaintiff schedule Item No. 1 property lies the Railwaychira-Kuttikkattupadi Panchayat Road. A residential building situated in plaintiff schedule Item No. 1 property is described as plaintiff schedule Item No. 2 property. The A Schedule property mentioned in the Will Deed dated 13.02.2001 was allotted to the first defendant and is described as plaintiff schedule Item No. 3 property. The C Schedule property under the said Will Deed was allotted to George Thomas. There exists a boundary separating plaintiff schedule Item No. 1 property and the property allotted to George Thomas. However, there is no proper boundary demarcation between plaintiff schedule Items Nos. 1 and 3. The sister of the plaintiff, who is mentally ill, is residing with the plaintiff in plaintiff schedule item No. 2 house.

3. The first defendant, who had been employed abroad, returned after resigning from his employment. Since the first defendant did not own a residence in Chengannur, he was permitted by the plaintiff to reside in plaintiff schedule Item No. 2 house. In May 2025, the first defendant purchased a property in Puliyoor Village, where defendants 1 to 3 are presently residing. The said property is described as plaintiff schedule Item No. 4

property. However, the defendants are now attempting to trespass into plaintiff schedule Item No. 2 house and reside therein, and are also obstructing the peaceful residence of the plaintiff. The defendants are causing inconvenience to the plaintiff's residence in plaintiff schedule Item No. 2 house and are attempting to commit acts of waste therein, taking advantage of the plaintiff's ill health. The defendants are also attempting to cut and remove trees standing in plaintiff schedule Item No. 1 property and are obstructing the plaintiff from carrying out renovation and repair works in plaintiff schedule Item No. 2 house. On 29.10.2025, the defendants trespassed into plaintiff schedule Item No. 2 house and attempted to reside therein. However, on 30.10.2025, they returned to plaintiff schedule Item No. 4 property. There existed a boundary demarcation between plaintiff schedule Items Nos. 1 and 3, which was demolished by the first defendant when the plaintiff was away from the station. The plaintiff requested the defendants to fix the boundary between plaintiff schedule Items Nos. 1 and 3, but the defendants were not amenable to the same. The defendants have no manner of right to commit such acts. Hence, this petition is filed seeking to restrain the defendants from entering into plaintiff schedule Items Nos. 1 and 2 properties, from obstructing the peaceful residence of the plaintiff in plaintiff schedule Item No. 2 house, from interfering with the renovation of plaintiff schedule Item

No. 2 house, and from cutting or removing the trees standing in plaint schedule Item No. 1 property.

4. **Respondents filed objection stating the following contentions:-** The petition is not maintainable either in law or on facts. The relationship between the petitioner and the respondents is admitted. The plaint schedule Items Nos. 1 and 2 properties, having an extent of 15.7 Ares, form part of a larger extent of property situated in Old Survey Nos. 268/1D, 268/1, and 270/11 of Chengannur Village, which absolutely belonged to and was possessed by late T.G. Zachariah, who inherited the same from his father, late Fr. T.M. Geevarghese. The petitioner and the first respondent are the children of late T. George. The elder brother of T. George, namely T.G. Zachariah, remained unmarried and died issueless. He was survived by his siblings, T. George and T.G. Thomas. Upon the death of T. George, T.G. Thomas, and their respective wives, the plaint schedule Items Nos. 1 to 3 properties devolved upon their children, namely the first respondent, the petitioner, George Thomas, and Susan George. The allegation that late T.G. Zachariah executed a Will dated 13.02.2021 is specifically denied as false and baseless. The petitioner, the first respondent, George Thomas, and Susan George are co-owners and are in joint possession of the plaint schedule properties. T.G. Zachariah had never executed any such Will. The alleged Will is a forged

document created only with the intention of dispossessing the respondents from plaint schedule Item No. 2 house, where they have been residing.

5. The first respondent has carried out substantial renovation and construction works in plaint schedule Item No. 2 building and has spent more than ₹25,00,000/- for the same. The respondents have been residing in the said house continuously along with the petitioner and Susan George. One of the co-owners, namely George Thomas, initiated proceedings for survey of a portion of the larger extent allegedly claiming rights under the purported Will. At the instance of the first respondent, the said George Thomas filed O.S. No. 163/2024 for fixation of boundary and permanent prohibitory injunction. Through the said proceedings and the survey conducted therein, the respondents came to know that mutation had also been effected in the name of the 1st respondent without the knowledge of the respondents, relying upon the forged Will. The first respondent has never been in separate possession of the extent described as A Schedule in the alleged Will. The first respondent continues to be in joint possession and co-ownership of the entire extent originally belonging to late T.G. Zachariah. The respondents are not in possession of any genuine Will allegedly executed by late T.G. Zachariah. George Thomas had recently and unilaterally

constructed a compound wall in a portion of the larger extent of property, but he could not complete the same due to the timely intervention of the first respondent. The said construction is under challenge in O.S. No. 163/2024. The first respondent used to stay in plaint schedule Item No. 2 house whenever the family visited during vacations. The first respondent has spent more than ₹25,00,000/- towards renovation and reconstruction of the house. The respondents are residing in plaint schedule Item No. 2 house as co-owners in joint possession thereof. Although the first respondent purchased plaint schedule Item No. 4 property, the respondents continue to reside in plaint schedule Item No. 2 house and only occasionally visit Item No. 4 property for maintenance purposes.

6. There was never any occasion for the respondents to trespass into the plaint schedule properties or create any nuisance to the petitioner, as the respondents themselves are residing therein as co-owners. The first respondent has already incurred substantial expenditure for renovation and reconstruction of plaint schedule Item No. 2 building, and therefore there is no necessity for any further construction. The first respondent is always willing to share expenses and jointly undertake any urgent renovation work required in the property as a co-owner. The first respondent has no intention whatsoever to destroy or cut the standing trees in

plaint schedule Item No. 1 property. It is submitted that one Suja, who is employed in the house, is compelling the petitioner to execute certain documents relating to the plaint schedule properties in her favour. The said Suja and the petitioner are harbouring enmity towards the respondents because the respondents questioned their activities. No incident as alleged to have occurred on 29.10.2025 ever took place. The first respondent is a co-owner in joint possession of the larger extent of property originally belonging to late T.G. Zachariah, which includes plaint schedule Items Nos. 1 and 2 properties. Therefore, the petitioner is not entitled to seek fixation of boundary in the absence of a separate allotment or partition. Likewise, the petitioner is not entitled to seek an injunction restraining the respondents from entering into plaint schedule Items Nos. 1 and 2 properties. The respondents do not intend to cause any obstruction to the peaceful residence of the petitioner in the plaint schedule property. The petitioner has no prima facie case. No irreparable injury will be caused to the petitioner if the injunction sought for is refused. Hence, the petition is liable to be dismissed.

7. The following are points arise for consideration.

- I) Whether petitioners has made out a prima facie case in support of the claim for interim injunction?

- II) In whose favour the balance of convenience exists?
- III) Whether the petitioners will be put to irreparable loss and injury if an order of temporary prohibitory injunction is not granted?
- IV) Whether the petitioners are entitled to get a temporary prohibitory injunction as prayed for?
- V) Reliefs and cost?

8. From the side of the petitioner/plaintiff Ext A1 to A12, A13 series and Ext.A14 to A18 documents were marked and the commission report, mahazar and rough sketch as per order in IA. 2/25 were marked as Ext.C1 series. From the side of respondents Ext. B1 to B5, B6 series, B7 series and B8 to B11 and B12 series and B13 documents were marked.

9. Heard the learned counsel for petitioners/plaintiffs and respondents. Perused records.

10. **Points I to IV:-** The petitioner has instituted the suit seeking fixation of boundary and permanent prohibitory injunction in respect of plaint schedule Items Nos. 1 and 2 properties. The specific case of the petitioner is that the plaint schedule Item No. 1 property is in absolute ownership and possession of petitioner by virtue of Ext.A1 Will Deed dated 13.02.2001, and that the

defendants are attempting to trespass into plaintiff schedule Item No. 2 house situated within plaintiff schedule item No.1 property and obstruct his peaceful residence therein, interfere with renovation works, and cut and remove trees standing in the property. The respondents objected the petition contending that the alleged Will relied upon by the petitioner is forged, that the parties are co-owners in joint possession of the plaintiff schedule properties, and that the respondents are also residing in plaintiff schedule Item No. 2 house. It is further contended that the respondents have spent substantial amounts for renovation of the residential building and that the petitioner is not entitled to seek injunction against co-owners. Exts.A1 to A18 and Exts.B1 to B13 were marked on the side of the parties. For the purpose of granting temporary injunction, the Court is only required to ascertain whether the petitioner has established a prima facie case, balance of convenience, and likelihood of irreparable injury.

11. To prima facie establish the case of the petitioner he mainly relied upon Ext.A1 document. Ext.A1 is the copy of the Will Deed dated 13.02.2001 relied upon by the petitioner to prima facie establish his title and claim of exclusive possession over plaintiff schedule Item No. 1 and 2 properties. The petitioner specifically relies upon the recital in the Ext.A1 Will deed showing that the B Schedule property therein was allotted to him which is

mentioned in the plaint as plaint schedule item No.1 property. Ext.A5 is the land tax receipt dated 19.08.2025 with respect to plaint schedule item No.1 property, which prima facie indicates possession and enjoyment of the plaint schedule item No.1 property. Ext.A6 is the possession certificate dated 16.05.2012 issued by Chengannur Village office with respect to plaint schedule item No.1 property. The said certificate prima facie supports the petitioner's claim of possession over the plaint schedule item No.1 property. Ext.A7 is the building tax receipt dated 31.10.2025. The document prima facie indicates that the petitioner is paying tax in respect of the plaint schedule item No.2 residential building situated in plaint schedule item No. 1 property, thereby supporting his possession and occupation thereof. Ext.A8 is the electricity bill relating to the plaint schedule Item No. 2 house. The above documents prima facie establishes the possession and use of the plaint schedule item No.2 residential building by the petitioner. Ext.A11 is the Thandaper Account dated 31.10.2025 in the name of petitioner. The said document further establish the possession of the plaint schedule item No.1 property in the name of the petitioner. Ext.A13(b) to A13(f) are building tax receipts in the name of petitioner in respect of plaint schedule item No.2 house. These receipts prima facie establish that the petitioner has been remitting building tax in respect of plaint schedule Item No. 2

house, thereby supporting his claim of possession and residence therein.

12. Ext.C1 series is the commission report, Mahazar and rough sketch produced as per order in IA.2/2025. A perusal of the commission report shows that, at the time of inspection, the petitioner was present in plaint schedule Item No. 2 house situated in plaint schedule Item No. 1 property. Significantly, the respondents have also admitted in their objection that the petitioner is residing in the plaint schedule item No.2 house. Further, though the respondents were present in plaint schedule Item No. 1 property at the time of inspection, there is no specific observation in the commission report indicating that the respondents were in actual possession of plaint schedule Item No. 1 property. On the contrary, the Advocate Commissioner has noted the presence and residence of the respondents in plaint schedule Item No. 4 property. Plaint schedule item No.4 property is admittedly in the absolute ownership and possession of the respondents. Prima facie, the said circumstance probabilises the case of the petitioner that the respondents are presently residing in plaint schedule Item No. 4 property.

13. The respondents relied upon the 13 documents which are marked as Ext B1 to 13. The copy of ration card was marked as Ext.B1. Copy of gas connection details were marked as Ext. B2.

Copy of passport was marked as Ext.B3. The speed post cover addressed to second respondent in petitioner's address is marked as Ext.B4. The postal cover is marked as Ext.B5. The copy of aadhaar cards of respondents were marked as Ext.B6 series. Copy of voters ID cards of respondents were marked as Ext.B7 series. On perusal of Ext B1 to B7 it is found that the address in the documents is that of the plaint schedule item No.1 property. At this interlocutory stage, the documents produced by the respondents are not sufficient to conclusively establish their possession over plaint schedule Item No. 1 property. On the other hand, Exts.A1 to A10 and Ext.C1 series prima facie establish the ownership and possession of the petitioner over plaint schedule Item Nos. 1 and 2 properties. The documents produced by the petitioner prima facie indicate that the petitioner is in absolute ownership and possession of plaint schedule Item No. 1 property and plaint schedule Item No. 2 house. The respondents have also admitted that the petitioner is in possession of plaint schedule Item No. 2 house. The respondents have challenged only the title of the petitioner and not his actual possession. Whether Ext.A1 Will Deed relied upon by the petitioner is genuine and valid or otherwise is a matter that can be finally adjudicated only after a full-fledged trial and appreciation of evidence. On the contrary, the documents relied upon by the respondents do not prima facie establish that they are in

possession of plaint schedule Item Nos. 1 and 2 properties. According to the petitioner, the respondents are presently residing in plaint schedule Item No. 4 property. The respondents has also admitted that there are in absolute ownership and possession of plaint schedule item no.4 property.

14. One of the principal contentions raised by the respondents is that they became aware of the alleged Ext.A1 Will Deed only when George Thomas, who is also stated to be a party to the Ext.A1, attempted to measure the properties. According to the respondents, it was only then that they came to know that mutation had been effected on the strength of Ext.A1 Will Deed without the knowledge or consent of the first respondent. It is further contended that the said George Thomas instituted O.S. No.163/2025 against the respondents in connection with the said dispute. To substantiate the above contention, the respondents relied upon Exts.B8 and B13. Ext.B8 is the copy of the plaint in O.S. No.163/2025, and Ext.B13 is the copy of the commission report and mahazar filed in the said suit. On the other hand, the petitioner produced Exts.A15, A17 and A18, namely, the copy of the petition filed in O.S. No.163/2025, the copy of the objections filed to the commission report therein, and the copy of the commission report in the said suit. The rival contentions raised by the parties regarding the circumstances under which Ext.A1 Will

Deed came to light, the validity of the mutation effected thereon, and the relevance of the proceedings in O.S. No.163/2025 involve disputed questions of fact which cannot be conclusively determined at this interlocutory stage. These matters can be adjudicated only after the parties adduce evidence during trial. Therefore, at present, the said documents do not displace the prima facie case established by the petitioner regarding ownership and possession of the plaint schedule item No.1 and 2 properties.

15. The second contention raised by the respondents is that they have specifically denied the execution of Ext.A1 Will Deed and that, even assuming there is no specific denial of the Will, it is a settled principle of law that the propounder of a Will is bound to prove its due execution and genuineness in accordance with law. The respondents further contended that revenue records, by themselves, do not confer title over immovable property. In support of the said contention, the respondents relied upon the decision in ***Vadakkayil Gopalan v. Vadakkayil Paru and Another* [2013 (3) KLT 69]**, wherein the Hon'ble High Court of Kerala held that even in the absence of a specific denial of the execution of a Will, or even where its existence is admitted, the propounder is not absolved from the obligation of proving the due execution and genuineness of the Will and dispelling all suspicious circumstances surrounding its execution. It is true that it is a settled position of

law that a Will relied upon by a party must be proved in accordance with the provisions of law, and that revenue records, by themselves, neither create nor confer title over property. Such records are relevant only for fiscal and administrative purposes and cannot, in the absence of independent title documents, constitute proof of ownership. However, at the present interlocutory stage, the Court is only required to ascertain whether the petitioner has established a prima facie case. Ext.A1 Will Deed, coupled with the tax receipts, possession certificates, and other documents produced by the petitioner, prima facie establishes the petitioner's claim of ownership and possession over plaint schedule Item Nos.1 and 2 properties. Furthermore, the respondents have substantially admitted the petitioner's possession of the said properties. The questions regarding the validity and due execution of Ext.A1 Will Deed, as well as the rival claims relating to title and possession raised by the respondents, are matters that can be conclusively determined only upon a full-fledged trial after the parties adduce evidence. At this stage, the materials produced by the petitioner are sufficient to establish a prima facie case in his favour.

16. In the present case, the materials on record disclose a prima facie case in favour of the petitioner. The balance of convenience is also in favour of the petitioner, particularly in view

of the fact that the respondents are admittedly having residence in plaintiff schedule Item No. 4 property. Therefore, no irreparable injury or hardship would be caused to the respondents if an order of temporary injunction is granted. On the other hand, refusal of injunction may result in disturbance to the peaceful residence and possession of the petitioner and may lead to multiplicity of proceedings. In the above circumstances, the petitioner has succeeded in establishing a prima facie case, balance of convenience, and irreparable injury. Furthermore, in the present case, the petitioner has sought an order of injunction restraining the respondents from cutting and removing the trees standing in plaintiff schedule Item No.1 property. Though the petitioner has succeeded in establishing a prima facie case in support of his claim, it is pertinent to note that the suit itself includes a prayer for fixation of the boundary between plaintiff schedule Item Nos.1 and 3 properties. The very fact that a relief for fixation of boundary has been sought indicates that the exact boundary separating the said properties is in dispute and has not been conclusively identified. In such circumstances, if an injunction is granted restraining the respondents from cutting or removing trees from plaintiff schedule Item No.1 property without first determining the exact boundary between Item Nos.1 and 3 properties, there is a likelihood of causing prejudice and irreparable injury to the respondents.

Therefore, this Court is of the view that the ends of justice would be met by directing both parties to maintain status quo with respect to the nature, character, possession, and lie of plaint schedule Item Nos.1 and 3 properties and not to effect any alteration thereto until further orders. However, insofar as plaint schedule Item No.2 residential house is concerned, the materials on record prima facie establish the possession of the petitioner, and there is no serious dispute regarding the same. Therefore, the petitioner is entitled to an order of temporary injunction in respect of plaint schedule Item No.2 house restraining the respondents from trespassing into, interfering with, or causing any obstruction to the peaceful possession and enjoyment of the petitioner therein, until the disposal of the suit. Hence points No. 1 to 4 is decided in favour of the petitioner.

17. **Point No.V:-** Considering the findings on points Nos. I to IV, I am inclined to grant a temporary injunction as sought for.

In result, Injunction is allowed as follows:-

1. The respondents, their men, or anybody claiming under them are hereby restrained by way of a temporary injunction from trespassing into plaint schedule Item No.2 property, from obstructing or

interfering with the peaceful residence and enjoyment of the plaintiff in plaint schedule Item No.2 house, and from causing any obstruction to the maintenance, or repair works being carried out therein, until the disposal of the suit. Insofar as plaint schedule Item No.1 property is concerned, both parties are directed to maintain status quo, as reflected in Ext.C1 series, with respect to the nature, physical features, and lie of the property. Neither party shall commit any act of waste, alter the existing physical features or change the present condition of the property until further orders of this Court.

2. Considering the facts and circumstances of the case, the parties are directed to bear their respective costs.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in Open Court on this the 2nd day of June 2026.)

**AMALA LAWRENCE
MUNSIFF**

APPENDIX

Witness for the Petitioners: Nil

Exhibits for the Petitioner:

A1	13.02.2001	Photocopy of will deed.
A2	14.11.2025	Computer print of Thandapper Account No.2025/24536/04
A3		Certified copy of Commission application in OS 163/2025 of the Hon'ble Munsiff's Court, Chengannur.
A4		Copy of Caveat.
A5	19.08.2025	Computer Print of Tax Receipt No. KL04050208132/2025.
A6	16.05.2012	Possession Certificate No.1665/12 issued by Village Office, Chengannur.
A7	31.10.2025	Receipt No: R-GO40808-25002635 issued by Thiruvanvandoor Grama Panchayath.
A8		Electricity Bill.
A9	28.09.2012	Sakshya Pathram No.A7-4665/12 issued by Thiruvanvandoor Grama Panchayath.
A10	28.09.2012	Ownership Certificate.
A11	31.10.2025	Thandapper Account No. 2025/24312/04.
A12	14.11.2025	Thandapper Account No. 2024/5487/04.
A13	28.09.2012	Tax Receipt No.37801
A13(a)	11.02.2014	Tax Receipt No.52130.
A13(b)	17.11.2017	Tax Receipt No.19110.

A13(c)	27.02.2019	Tax Receipt No.38144.
A13(d)	21.12.2019	Tax Receipt No.38168.
A 13(e)	15.03.2021	Tax Receipt No.26907.
A13(f)	12.01.2022	Tax Receipt No.26922.
A13(g)	21.11.2022	Receipt No.1220900464/GO40808.
A14	09.10.2009	Copy of Will deed.
A15		Copy of Commission Report.
A16	17.12.2025	Copy Medical Certificate.
A17		Certified copy of objection in OS 163/2025.
A18	14.07.2025	Certified copy of Commission Report in OS.163/2025 of the Hon'ble Munsiff Court, Chengannur.

Exhibits for the Respondent:

B1		Copy of the Ration Card.
B2		Copy of gas connection details.
B3		Copy of Passport No.AI297155.
B4		Speed Post Cover.
B5		Postal Cover.
B6		Copy of Aadhaar Card No.509807296326.
B6(a)		Copy of Aadhaar Card No.590269273110.
B6(b)		Copy of Aadhaar Card No.781822378900
B7		Copy of Election ID cards No.SAZ 1683358.

- B7(a) Copy of election No ID Card No SAZ 1683226.
- B7(b) Copy of Election ID Card No SAZ 0903054.
- B8 Copy of Complaint in OS.163/2025 of the Hon'ble Munsiff Court, Chengannur.
- B9 Divyabodhanam Degree Certificate.
- B10 Copy of Plan Block No VI, field No.597.
- B11 Whats App -Photo.
- B12 Copy of Thandapper Account.
- B12(a) Copy of Thandapper Account.
- B13 Copy of Commission Report in OS.163/25 of the Hon'ble Munsiff's Court, Chengannur.
- Court Exhibits**
- C1 Report filed by Adv.Commissioner Abhinaya.V
- C1(a) Mahazar prepared by Adv.Commissioner Abhinaya.V
- C1(b) Rough Sketch prepared by Adv.Commissioner Abhinaya.V

**Id/-
MUNSIFF**