

IN THE COURT OF THE MUNSIF, KOCHI

**Present :-
Smt. Simi P Siju, Additional Munsiff**

Monday the 13th day of October, 2025/ 21st Aswina, 1947

OS. No. 181/2024

Plaintiff:

Basheer P K, aged 48 years, S/o.Kochu Muhammed, residing at House No.12/132, Cochin, Ernakulam-2, represented by his power of Attorney holder Mansoor T M,aged 48 years, S/o.Muhammad, Padvattam House, Vaniyakkad, Mannam PO, North Paravur, Ernakulam-683520

By Adv. H Nujumudeen, Antony Shaiju,
Simi M Jacob & Sherin Achu Ninan

Defendant:

Hamsathali K B, S/o.Bava, aged about 40 years, Karuppayya House, Thuruthy, Fortkochi, Kochi Taluk, Ernakulam-683545

Exparte

This suit coming on for final hearing before me on 20.09.2025 in the presence of above advocates concerned and having stood over for consideration to this day, the Court delivered the following:-

JUDGMENT

Suit is one for mandatory injunction.

2. **The plaintiff's case in short is as follows:-** The plaintiff is working at abroad for the last 20 years. The power of attorney holder of the plaintiff is filing this suit on behalf of the plaintiff. The plaintiff is the absolute owner and possession of the

property having an extent of 2.2 Ares of land lying in Sy.No. 676/7 and a residential building bearing No.CC.12/132 thereon by virtue of sale deed No.4208/94 of SRO, Kochi. The above said building in the said property is described as plaint schedule property. The plaint schedule property was managed by the power of attorney holder of the plaintiff who is the nephew of the plaintiff. The defendant is conducting a chicken store in the plaint schedule property who is illegally inducted by the ex wife of the plaintiff. The plaintiff and his ex wife Nabeeka were separated and divorced more than two decade ago. Now the plaintiff has no relation with Nabeeka. Even though she is illegally trespassed into the plaint schedule property and inducted the defendant into the plaint schedule property. The plaintiff got information from Mr.Shaji, Mattancherry that the defendant is trying to sub lease the property for an amount of Rs.1,00,000/-. Thereafter on 10.06.2024 the power of attorney holder of the plaintiff has informed the defendant that either surrender the vacant possession of the scheduled building to the plaintiff but he has not ready to surrender the vacant possession. The defendant has no right to occupy the plaint schedule property but he is still enjoying the same. There is no valid agreement between the

plaintiff with this defendant and the defendant not paying any rent or tenancy to the plaintiff or to his agents. The defendant is not ready to hand over the vacant possession of the plaint schedule property to the plaintiff. It is the strong belief of the plaintiff that a litigation is quite necessary for that. Hence the suit.

5. On issuance of summons, defendant entered appearance but failed to file written statement. Thereby, the suit proceeded against the defendant exparte.

4. **Following issues are settled for determination:-**

- (i) Is the plaintiff entitled for a decree of mandatory injunction?
- (ii) Reliefs and costs?

5. On the side of the plaintiff, PW1 was examined and Ext.A2 marked. Ext.A1 was marked subject to proof.

6. Heard the counsel for the plaintiff.

7. **Issue No.1 and 2:-** PW1, Basheer, the power of attorney holder of the plaintiff, filed a proof affidavit in lieu of examination in chief reiterating the averments in the plaint. According to him, plaintiff is the absolute owner of 2.2 ares of land and a residential building (No. CC.12/132) in Sy.No.676/7, acquired through Sale Deed

No.4208/94 from SRO, Kochi. The property, managed by the power of attorney holder, has been illegally occupied by the defendant, who was inducted by the plaintiff's ex-wife, Nabeeka, from whom he has been divorced for over two decades. The plaintiff has no current relationship with her. The defendant runs a chicken store on the premises without any valid agreement, rent payment, or authorization. Upon learning that the defendant intended to sublease the property, the power of attorney holder demanded its surrender on 10.06.2024, which was refused. The defendant continues unlawful possession, prompting the plaintiff to seek legal recourse for recovery of vacant possession.

8. The unchallenged evidence of PW1 proved the case of the plaintiff and cause of action against the defendant. Thus it is found that the plaintiff has made out a case for grant of mandatory injunction as prayed for. However, considering the nature of the suit and over all facts and circumstances, there shall be no order as to costs.

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

- 1. A decree of mandatory injunction is granted directing the defendant to vacate the scheduled property by**

handing over the possession of it to the plaintiff within 30 days from the date of this Judgment.

2. The plaintiff is entitled to the costs of the suit.

(Dictated to the Confdl.Asst, transcribed and typed by her, corrected and pronounced by me in open court on this the 13rd day of October 2025.)

**Sd/-
Simi P Siju
Additional Munsiff**

APPENDIX :

Plaintiff's Exhibits:-

A1	–	Copy of power of attorney (subject to proof)
A2	13.04.2023	Certificate of Encumbrance on property issued by Registration Department

Defendant's Exhibits:- Nil

Court's Exhibits:- Nil

Witness Exhibits Nil

Plaintiff's Witness:-

PW1	11.07.2025	Mansoor T M
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Defendant's Witness:- Nil

Court's Witness:- Nil

**Id/-
Additional Munsiff**

//True Copy//

Additional Munsiff

JUDGMENT

O.S. No.181/2024

Dated : 13.10.2025